

4. **Ownership and Use Of Fund Assets.** All Fund assets are the property of Foundation. Foundation will use those assets exclusively for Foundation's Exempt Purposes. Except as limited in this Agreement, including **Exhibit "A"**, Foundation retains full and unlimited control over the investment, use and distribution of the assets in the Fund, which control includes but is not limited to the right to exercise complete dominion and control over all earnings on the Fund assets. The Donor may not make further recommendations to Foundation regarding the recipient of distributions from the Fund, but may recommend when Foundation should make such distributions.
5. **Distributions Of Fund Assets.** Foundation may distribute Fund assets from the Fund only to the entity(ies) named in **Exhibit "A"** hereto, provided that at the time of a distribution such entity(ies) is recognized and qualifies as a tax-exempt organization and a public charity or private operating foundation under Sections 501(c)(3) and 509(a) of the Code, contributions to which are tax deductible under Sections 170(c) and 170(b)(1)(A) of the Code. In the event the entity(ies) ceases to be so recognized or to so qualify, Foundation may distribute Fund assets to other entity(ies) in its discretion. Moreover, Foundation may distribute Fund assets in contravention of **Exhibit "A"** to the extent it determines that a restriction of such exhibit is unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served, or would prevent Foundation from using the Fund to further or carry out one of its exempt purposes, or to the extent required, in the reasonable judgment of Foundation, to maintain the status of the Fund as a component part of Foundation, or avoid subjecting the Fund to a material restriction or condition, under Section 1.170A-9(e)(11)(v)(B)(1) of the Treasury Regulations.
6. **Assessments For Administrative Expenses.** Foundation may assess the Fund to pay its costs of operations and pay or reimburse its administrative expenses.
7. **Miscellaneous Provisions.**

7.1. Governing Law. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, are governed by the laws of the State of Georgia. Notwithstanding, to the extent that the laws of the United States of America applicable to the formation and operation of tax exempt organizations are required to be applied, such laws also apply and govern.

7.2. Jurisdiction and Venue. Regardless of the place of execution, this Agreement shall be deemed to be a contract made in Fulton County, Georgia, and shall be interpreted as a contract to be performed wholly in the State of Georgia. The law of the State of Georgia shall be applied without regard to the principles of conflicts of laws.

7.3. Severability. If any provision of this Agreement or the application thereof to any party or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other party or circumstance is not affected thereby and is to be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the Donor has first executed this Agreement, which shall be considered legally binding upon Foundation and as having an effective date upon the last to occur of all of the following events - (i) the transfer of the initial contribution to the Fund following the Donor's execution of this Agreement; (ii) the receipt of such contribution by Foundation; (iii) the acceptance of such contribution by Foundation; and (iv) the execution of this Agreement by Foundation.

DONOR

**NATIONAL CHRISTIAN CHARITABLE FOUNDATION, INC.
d/b/a The National Christian Foundation**

By (Donor Signature)

By (Officer Signature)

Name

Name

Title

Title

Effective Date

Effective Date

**EXHIBIT A
TO
DESIGNATED FUND AGREEMENT**

Organization Name

Contact Name

Address (Including P.O. Box, street address, suite or apartment #)

City State Zip

Telephone Number

Email Address

Web Address

Employer Identification Number (if known)

Organization Name

Contact Name

Address (Including P.O. Box, street address, suite or apartment #)

City State Zip

Telephone Number

Email Address

Web Address

Employer Identification Number (if known)

**If you wish to specify additional organizations, please note their contact information (as requested above) on a separate sheet. If an IRA Rollover will be contributed to this fund, then only one organization can be named above.

Donor Information

Name

Address (Including P.O. Box, street address, suite or apartment #)

City State Zip

Telephone Number Email Address

Current FCS Giving Fund Name ID Number

Additional Advisor

Name

Address (Including P.O. Box, street address, suite or apartment #)

City State Zip

Telephone Number Email Address

Current FCS Giving Fund Name ID Number

**Unless instructed (by separate attachment), we will accept recommendations from either of the individuals named above. To add additional advisors, please provide the above information for each advisor on a separate sheet. If you wish to authorize additional advisors, please note their contact information (including email and address) on a separate sheet.

Contribution Information

How will your FCS Designated Fund be funded? (Check all that apply):

- IRA Rollover,
- Current FCS Giving Fund – please provide Fund Name and ID _____
- Check(s) in the amount of \$ _____
- Wire in the amount of \$ _____
- Complex gift (as defined in Program Guidelines)
- Publicly traded securities or mutual fund shares
- Assets to be gifted at a later time via testamentary gifting

Successor Advisor Information

Please list below the individual you would like to name as the successor advisor to the Fund. In the event of your death or incapacity, the successor advisor will be able to recommend timing of distributions and investment options.

Name & Address

Relationship

Contact Number(s)

Email Address