_____FUND
_____AFFILIATE
with the WICHITA COUNTY COMMUNITY FOUNDATION, INC.
Agreement Form

THIS AGREEMENT, made this _____ day of _____, 2002, between _____ (the "Donor"), the Wichita County Foundation, Inc. (the "Community Foundation"), and its affiliate the _____ (the "Affiliate"), is as follows:

The Affiliate acknowledges receipt of $_____ to establish the _____ Fund (the "Fund"). The Fund is to be held in perpetuity as an unrestricted fund.

The distributable amount of the Fund shall be such amount of the income and accumulated appreciation of the Fund as the Community Foundation deems appropriate in accordance with the payout provisions incorporated in the investment policies adopted by the Community Foundation and as may be amended from time to time. The Community Foundation shall periodically disburse the distributable amount for public educational and charitable uses and purposes. Distributions shall not be effected which would diminish the original principal of the fund and such amounts as may have been added to principal from time to time.

The Fund may be added to from time to time, and it is hoped that other individuals, organization and corporations will also add to the Fund.

The Community Foundation may invest and reinvest the assets of the Fund as it determines in its discretion. All assets transferred to the Community Foundation shall be subject to the conditions set forth in the Community Foundation's governing instruments, including its Articles of Incorporation, Bylaws, as they may be amended from time to time, Memorandum of Agreement between the Wichita County Community Foundation, Inc. and the Affiliate, and any resolutions and procedures in effect from time to time. All the provisions of such governing instruments of the Community Foundation and such resolutions and procedures are incorporated in this agreement and by reference made a part hereof.

The Fund is subject to the then current administrative charge of the Community Foundation.

Whenever the Board of Directors of the Community Foundation decides that conditions or circumstances are such or have so changed since a restriction by the donor as to purpose, manner of distribution, use or investment was provided, that literal compliance with the restriction is unnecessary, undesirable, impractical or impossible, or the restriction is not consistent with the Community Foundation effectively serving the charitable needs of the Wichita County area, it may, by the affirmative vote of the majority of the whole board, order such variance from the restriction and such application of the whole or any part of the principal or income of the fund as in its judgment is then necessary to serve more effectively the charitable purposes of the Community Foundation, taking into consideration the donor's wishes.

It is understood that endowed funds must achieve a minimum size of $10,000 and until such a minimum is reached all income shall be accumulated. If the Fund has not reached the minimum amount of $10,000 within five years, the Board of Directors of the Foundation reserves the right to transfer the Fund to the general unrestricted fund of the Affiliate.

Date _____ _____ Donor

Date _____ _____ Donor

Date _____ _____ Affiliate

By _____

Date _____ Wichita County Community Foundation, Inc.

By _____