

[FUND NAME HERE]
SAMPLE FUND AGREEMENT
Designated Endowment Fund

THIS AGREEMENT, made this ____ day of _____, 200_, between _____
_____ (the "Donor"), and the Whatcom Community Foundation (the
"Community Foundation"), a nonprofit corporation, is as follows:

The Donor desires to create a Designated Endowment Fund (the "Fund") with the following property (cash, securities,
real property) (the Property)" for public educational and charitable purposes: _____
_____.

The Donor hereby irrevocably assigns, conveys, transfers and delivers the Property to the Community Foundation. The
Donor or any other person may from time to time add to the Fund, subject to the terms and conditions herein set forth:

FIRST: The Fund shall be known as the "_____ **Fund.**"

SECOND: The Community Foundation shall hold, manage, invest and reinvest the Fund, shall collect the income and
shall pay and disburse the distributable amount for public educational and charitable uses and purposes, in accordance
with the policies of the Community Foundation. The distributable amount of the Fund shall be calculated using a
twelve-quarter trailing average working backward from the June 30 balance each year. The distribution rate in effect at
the time of the distribution is a percentage of the fair market value of the Fund pre-approved by the Foundation Board
of Directors for all endowed funds. The spending rate is announced annually in May.

THIRD: The Donor desires that the distributable amount of the Fund be paid to: _____
_____ (List organization(s)) according to the following directions: _____
_____ (specify dollar amounts,
percentages, fractions or shares of the distributable amount).

FOURTH: The Fund is protected from obsolescence. The Board of Directors of the Whatcom Community Foundation
has the authority to modify any restriction or condition on the distribution of funds for any specified charitable purposes
if in the sole judgment of the board, such restrictions or conditions become, in effect, unnecessary, incapable of
fulfillment or inconsistent with the charitable needs of the community or area being served. This provision is consistent
the Foundation Board's variance power as set forth in tax regulations, 1.170A-9(e)(11)(V)(B), (C) and (D).

FIFTH: The Foundation has explained the Uniform Management of Investment Funds Act (UMIFA) to the Donor,
who understands that there could be some years in which a full distribution cannot be made because it would drop the
balance below the historic value of the Fund. The historic value of the Fund is the sum total of all the gifts made to the
Fund, but does not include any investment income earned by the Fund.

SIXTH: The Fund will be charged an annual service fee as spelled out in the Foundation's policies. The Donor has been
given a written copy of the current Administrative Service Fee Policy of the Foundation.

The parties hereto have executed this agreement in duplicate as of the date and year first written above.

BY: _____
Donor

Donor

BY: _____
CEO, Whatcom Community Foundation