

EXHIBIT D: SCHOLARSHIP ENDOWMENT FUND AGREEMENT

DESIGNATED (SCHOLARSHIP) ENDOWMENT FUND AGREEMENT

THIS DESIGNATED ENDOWMENT FUND AGREEMENT ("Agreement") is made and entered into this 19th day of May 2006, by and between the Henry County Community Foundation, Inc., a not-for-profit Indiana corporation ("Foundation"), and _____ **Estate** ("Founding Donors" or "Donors") to create an Endowment Fund ("Fund") as a component fund of the Foundation. All persons and organizations making contributions to the Fund created hereunder shall be bound by the terms of this Agreement.

WITNESSETH:

1. The Foundation is a publicly supported, community foundation exempt from federal income taxation pursuant to Section 501 (c) (3) and 170 (b) (1) (A) (vi) of the Internal Revenue Code and is an appropriate organization within which to establish a designated endowment fund. Founding Donors have determined to create this Designated Endowment Fund as a Scholarship Fund. The Foundation is willing and able to create this endowment as a component fund of the Foundation, subject to the terms and conditions of this agreement.

2. The name of the Fund created hereby is the _____ **Scholarship**
for _____.

3. The Founding Donors have transferred and delivered to the Foundation the property described in Exhibit "A" which is attached hereto. The fund is created with this contribution which shall be used for the purposes set forth above and under the terms and conditions of this agreement. Any person or organization may make a contribution to the Foundation for the purpose of the Fund. Any subsequent contributions shall be subject to the approval and acceptance in writing of the Foundation.

4. The Foundation acknowledges receipt of the contribution set forth in Exhibit "A" and agrees to hold and administer the contribution and any subsequent contributions to the Fund under this agreement and on the terms and subject to the conditions set forth herein and the terms and conditions in the Foundation's governing instruments, including the Articles of Incorporation and By-laws, as amended from time to time, and any resolutions and procedures in effect from time to time. All provisions of such governing instruments of the Foundation and such resolutions and procedures are incorporated in this agreement by reference.

5. The purpose of the Fund hereby created is to carry out and further the charitable purposes of the Foundation and more specifically, to provide scholarships to graduating seniors of _____ **High School** in order to enable them to attend an accredited college or university.

6. Scholarships recipients shall be selected by a committee consisting of a high school guidance counselor, the high school principal, a high school speech teacher and a high school teacher of the arts and humanities all of New Castle Chrysler High School. _____ **is to serve as ex-officio of the committee as long as he is able and available to do so.** Said selection shall be made at such time each year as will enable said student to be recognized at the Honors Convocation held by the high school and to enable the recipient to plan meaningfully for his or her college education. The Foundation shall distribute annually such publicity regarding the scholarship as will enable seniors at New Castle Chrysler High School to apply for the scholarship

in a timely fashion. The first scholarship will be awarded in the **spring of 2008 at a minimum of one thousand dollars (\$1,000). The scholarship award is renewable for up to three years at the discretion of the selection committee.**

7. Management of the Fund shall be the sole responsibility of the Foundation. The Foundation shall use its best efforts to invest the Fund in such a way as to emphasize income production while protecting principal. It is agreed that this designated fund may be co-mingled with other funds for investment purposes.

8. The Fund shall be owned by the Foundation in its normal corporate capacity. The Fund hereby created is not a separate trust but a designated endowment fund of the Foundation. The fund shall be accounted for separately and apart from other gifts to the Foundation. In such capacity, the Foundation shall have the ultimate management control of the Fund and the income derived therefrom. Anything herein to the contrary notwithstanding, this agreement shall be subject to and governed by the Articles of Incorporation and By-laws of the Foundation, as from time to time amended, and the income or principal or both, used in all respects in accordance with the terms of the governing instruments of the Foundation, as amended from time to time, and resolutions and procedures adopted by the Board of Directors of the Foundation, under the authority of its governing instruments and under this agreement with the Donor.

9. As compensation for its services, the Foundation may charge a fee for administering the Fund consistent with the fees charged funds with the Foundation similar to this one.

10. Definitions:

- a. For purposes of this Agreement, "charitable purposes" include charitable, religious, scientific, literary, or educational purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code, contributions for which are deductible under Section 170 (c) (2) of the Internal Revenue Code.
- b. All references in this Agreement to sections of the Internal Revenue Code shall be considered references to the Internal Revenue Code of 1986, as from time to time amended, and to the corresponding provisions of any applicable future United States Internal Revenue Law, and to all regulations issued thereunder.

11. This agreement shall be governed by the laws of the State of Indiana.

12. The term of this designated fund shall be perpetual.

13. The Foundation shall have the right and power to amend the terms of this Agreement in any manner required for the purpose of insuring that contributions to the Fund qualify as charitable deductions (as determined by federal, state, and local taxing authorities) and for the further purpose of insuring that the purposes for which the Fund was created are fulfilled.

IN WITNESS WHEREOF, the Foundation and Founding Donors have executed this agreement as of the day and year first above written.

HENRY COUNTY COMMUNITY FOUNDATION, INC.

By: _____
President of the Board of Directors

By: _____
_____, Attorney
_____ Estate

EXHIBIT "A"

The initial contribution to the Fund shall consist of the following property:

\$ _____