TGKVF, INC.

SCHOLARSHIP FUND AGREEMENT

• Date of Agreement: _____

• Name and Address of Donor(s): _____
_____
_____
_____

• Initial Contribution: ( ) Cash $_____; AND/OR
( ) Other property (Complete Schedule A for Non-Cash Contributions)

• Fund Title (if any): _____

• Scholarship Provisions: _____
(eligible recipients, _____
course of study, etc.) _____
_____
_____
_____
_____
_____
_____

• Distribution Provisions: ( ) Invasion of Principal Permitted up to _____%; OR
(see Paragraph 6 below) ( ) Invasion of Principal **NOT** Permitted

• Additional Provisions (if any) [1]: _____
_____
_____

• Advisory Committee Members (if any): _____
_____
_____

• Advisory Committee Contact (name and address): _____
(if applicable) _____
_____

[1] *Subject to federal tax law limitations and TGKVF's Articles of Incorporation, Bylaws and policies and procedures, as the same may be amended from time to time.*

THIS AGREEMENT is entered into between TGKVF, Inc., a West Virginia non-profit corporation (herein called "TGKVF") and the Donor(s) specified above (herein called "Donor"). Donor desires to establish a scholarship fund (herein called the "Fund") on the terms and conditions set forth as follows:

1. Initial Provisions. The provisions set forth above shall be a part of this Agreement and are incorporated herein by reference.

2. Establishment of Fund. Donor understands that Donee is a corporate affiliate of The Greater Kanawha Valley Foundation (the "Foundation") and that Donee is recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), and classified as a supporting organization described in Section 509(a)(3) of the Code. Donor has irrevocably transferred and delivered to TGKVF, the cash amount set forth above under Initial Contribution and/or the property described in Schedule A attached hereto and made a part hereof, receipt of which property is hereby acknowledged by TGKVF. Donor, or any other individual or organization, may at any time, with the consent of TGKVF, make additional contributions designated for addition to the Fund, in cash or other property acceptable to TGKVF. All donations so received together with the income therefrom shall be held, managed, administered and paid out by TGKVF as part of the Fund pursuant to the terms of this Agreement.

3. Administration of Fund. The Fund shall be held and administered under and subject to TGKVF's Articles of Incorporation, as the same may be amended from time to time, the terms of which are incorporated herein by reference. The Fund shall further be administered in accordance with TGKVF's Bylaws, advised funds procedure, investment and spending policies, and all other rules, regulations, and policies of TGKVF, as the same may exist from time to time (collectively referred to as "Policies and Procedures"), all of which are incorporated herein by reference. All scholarships distributed pursuant to this Agreement shall be granted in accordance with TGKVF's scholarship policy, as the same may be amended from time to time.

4. Purpose of Fund. The Fund shall be held by TGKVF as a perpetual charitable fund created for the purpose of carrying out the exempt purposes of TGKVF and the Foundation, within the meaning of Section 501(c)(3) of the Code, in accordance with the provisions of this Agreement.

5. Variance Power Required by IRS. If TGKVF is intended or required to be treated as a single entity with the Foundation under the provisions of Treas. Reg. 1.170A-9(e)(11), as the same may be amended and construed from time to time, then notwithstanding any provision contained in this Agreement to the contrary, and pursuant to the authority given to the Board of Trustees of the Foundation (herein called "Board") under the Foundation's Declaration of Trust, the Board by

majority vote shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations, if in the sole judgment of the Board (without the approval of any trustee, custodian or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the area served by the Foundation.

6. Investment of Fund Assets. TGKVF is authorized in its discretion to invest all or any part of the Fund in securities or in other kinds of property, real or personal, in accordance with its investment policies as established from time to time and without regard to any statute or law now or hereafter in force in the State of West Virginia restricting investments made by fiduciaries. For investment purposes, the assets of the Fund may be commingled with other assets and funds of TGKVF, subject to the maintenance of appropriate accounting records with respect to the principal and income of the Fund.

7. Distributions. All distributions from the Fund shall be made in accordance with this Agreement and subject to the following provisions.

   A. Distribution Amounts. TGKVF shall periodically distribute up to the amount of the Fund's annual net income and any amount permitted to be distributed in accordance with TGKVF's Policies and Procedures and West Virginia law, including without limitation, the West Virginia Management of Institutional Funds Act, as the same may be amended from time to time. In addition, if the Donor has designated above that distributions are permitted to be made from principal, TGKVF is also permitted to make one or more distributions up to the specified percentage of principal.

   B. Donor Advice. If the Donor has designated an Advisory Committee above, the Advisory Committee may from time to time submit advice or recommendations, in writing to TGKVF, with respect to the selection of scholarship recipients. This privilege shall continue until terminated in accordance with TGKVF's scholarship policy, as the same may be amended from time to time. Donor acknowledges that any recommendations by the Advisory Committee are advisory in nature and that TGKVF retains final and sole authority as to the selection of scholarship recipients.

8. Administrative Fees and Costs. As compensation for its services, TGKVF shall receive such fees and costs from the Fund as it customarily charges for services of a similar nature to other TGKVF funds or endowments, as the same may be changed from time to time.

9. Irrevocable Fund. The Donor has been fully advised as to the legal effect of executing this Agreement and the consequences of making it irrevocable. Donor hereby declares that it is irrevocable in all respects and retains no power to alter, revoke or terminate it in whole or in part or to withdraw any property at any time forming part of the Fund.

10. Conflict Between Documents. In the case of any conflict between the provisions of this Agreement and of TGKVF's Articles of Incorporation, the latter shall control. In the case of any conflict between the provisions of this Agreement and of TGKVF's Policies and Procedures, the latter shall control. In the case of any conflict between TGKVF's Policies and Procedures and of TGKVF's Articles of Incorporation, the latter shall control.

This document has been executed by the parties effective as of the date first set forth above.

TGKVF, INC.

By: _____

Its: _____

DONOR(S)

Donor _____

Donor _____

SCHEDULE A

to the

Scholarship Fund Agreement

by and between

TGKVF, Inc. and Donor(s)

Date of Agreement: _____
Donor(s): _____
Fund Title (if any): _____
Description
of Non-Cash
Contribution(s): _____
_____
_____
_____
_____
_____
_____
_____