Revised and Updated April 2017

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 7 below) ( ) Invasion of Principal **NOT** Permitted

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

[1] *Subject to federal tax law limitations and the Common Governing Instruments of TGKVF and The Greater Kanawha Valley Foundation, as the same may be amended from time to time.*

THIS AGREEMENT is entered into between TGKVF, Inc., a West Virginia nonprofit 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 TGKVF is a nonprofit corporate affiliate of The Greater Kanawha Valley Foundation (the "Foundation"), a community trust within the meaning of Treas. Reg. §§ 1.170A-9(f)(10) through (14), as they may be amended from time to time, and that TGKVF and the Foundation are recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("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 administered as a component part of the Foundation, and as such shall be in all respects subject to the common governing instruments of the Foundation. These shall include, but are not necessarily limited to, TGKVF's Articles of Incorporation and Bylaws, the Foundation's Declaration(s) of Trust and Bylaws, the Foundation's investment and spending policies, and all other rules, regulations, and policies of TGKVF and the Foundation, as the same may exist from time to time (collectively referred to as "Common Governing Instruments"), all of which are incorporated herein by reference. All scholarships distributed pursuant to this Agreement shall be granted in accordance with the Foundation's Scholarship Fund Guidelines and Procedures, 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. Notwithstanding any provision contained in this Agreement to the contrary, under the provisions of Treas. Reg. § 1.170A-9(f)(11), as the same may be amended and construed from time to time, 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. 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 and the Foundation's Common Governing Instruments and West Virginia law, including without limitation, the West Virginia Prudent 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. All scholarships distributed pursuant to this Agreement shall be granted in accordance with the Foundation's Scholarship Fund Guidelines and Procedures, as the same may be amended from time to time.

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 the Common Governing Instruments, 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): _____
_____
_____
_____
_____
_____
_____
_____