

**DONOR ADVISED FUND GIFT FORM**

Jewish Foundation of Memphis  
6560 Poplar Avenue  
Memphis, TN 38138

**To the Jewish Foundation of Memphis:**

Delivery is made herewith by the undersigned Donor(s) of the property listed in Schedule "A" attached hereto and made a part hereof. Delivery of said property constitutes an irrevocable gift of same to the Jewish Foundation of Memphis (the "Foundation") to be part of the Jewish Foundation of Memphis Investment pool upon its acceptance of the gift and of the following terms and conditions:

1. A Fund shall be established on the books of the Foundation which shall be known as the \_\_\_\_\_ (the "Fund").
2. The Fund shall include the property this day received from said Donor(s), such property as may from time to time be transferred to the Foundation by the Donor(s) for inclusion in the Fund and accepted by the fund, such property as may from time to time be received by the Foundation from any other source and accepted by it for inclusion in the Fund, and all income from the foregoing property.
3. The Fund shall be the property of the Foundation held by it in its normal corporate capacity; it shall not be deemed a trust fund held by it in a trustee capacity. The Foundation in its normal corporate capacity shall have the ultimate authority and control over all property in the Fund, and the income derived therefrom, for the charitable, educational and religious purposes of the Foundation.
4. The Fund shall be used for charitable, educational or religious purposes (or any combination of such purposes) within the purposes of the Foundation, either directly or by contributions to other organizations for such purpose or purposes.
5. Distributions from the fund of the income or principal or both of the Fund, within the limitations provided for in Paragraph 4 above, shall be made at such times, in such amounts, in such ways and for such charitable, educational or religious purposes (or any combination of such purposes) as the Foundation shall determine. The advisor(s) may from time to time submit to the Foundation recommendations with respect to distributions, which shall be solely advisory and the Foundation is not bound by such recommendations.
6. The Fund shall be administered under and subject to the Procedures for Operation of Philanthropic Funds as the same may be prescribed by the Foundation, including any amendments thereof.
7. \_\_\_\_\_ and/or the survivor, for the term of each of their lives, are hereby constituted advisors to the Board of Directors of the Jewish Foundation of Memphis (hereinafter "Advisors"). Upon the death of the survivor of the original Advisors, \_\_\_\_\_ are hereby constituted Advisors to the Board of Directors for this Fund. The said Advisors have been appointed for the purpose of making recommendations and giving advice to the Board, and with their advice and counsel the Board shall dispose of the principal and/or income of the Fund and oversee its administration, provided the Foundation shall have the ultimate authority and control over all property in the Fund. If the Fund continues beyond the lives of the Advisors, if the Advisors become legally incompetent, if the Advisors so authorize, or if the Advisors shall for a period of five (5) consecutive years fail to make recommendations to the Board of

Directors, the Fund will be continued as a named fund with the income from the Fund going to the Foundation.

8. A donor of a Philanthropic Fund or any other person may not receive any benefit or privilege in return for a distribution from a Philanthropic Fund.
9. It is understood that no distributions will be used to discharge or satisfy a legally enforceable pledge or obligation of any person, including the Donor of a Philanthropic Fund.
10. It is intended that the Fund shall be a component part of the Foundation and that nothing in this Agreement shall affect the status of the Foundation as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986 and as an organization which is not a private foundation within the meaning of Section 509(a) of the Code. This agreement shall be interpreted in a manner consistent with the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. The Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. References herein to provisions of the Internal Code of 1986 shall be deemed references to the corresponding provisions of any future Internal Revenue law.
11. It is understood the Fund may be charged regularly for direct and indirect expenses attributable to the administration, investment, and management of the Fund and its assets.

Kindly indicate below your acceptance of the gift and the foregoing terms and conditions.

Please check if appropriate:

\_\_\_\_ Recommendations for disbursements from this fund may be made by the signators jointly or individually.

\_\_\_\_ Recommendations for disbursements from this fund may only be made by the signators jointly.

Very truly yours,  
DONOR(S)

\_\_\_\_\_  
(Authorized signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Authorized signature)

\_\_\_\_\_  
(Printed name)

Receipt of the above described property on date acknowledged and the terms of the gift accepted this day of \_\_\_\_\_, 20\_\_\_\_.

JEWISH FOUNDATION OF MEMPHIS

BY: \_\_\_\_\_

**Please mail fund statements to the following address:**

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Cell 1 #: \_\_\_\_\_

Email 1: \_\_\_\_\_

Cell 2 #: \_\_\_\_\_

Email 2: \_\_\_\_\_

Birthdate (Donor 1): \_\_\_\_\_ Birthdate (Donor 2): \_\_\_\_\_