



# THE VINE AND BRANCHES TRUST NAMED ENDOWMENT FUND AGREEMENT

**THIS AGREEMENT**, made and entered into on \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as “Donor”) and The Lutheran Hour Ministries Foundation, 660 Mason Ridge Center Drive, St. Louis, MO. 63141-8557 (hereinafter referred to as “Foundation”).

## WITNESSETH:

**WHEREAS**, the Donor desires to create an endowment fund in the Foundation; and

**WHEREAS**, the Donor is transferring either cash, securities or property valued at \$10,000 or more; and

**WHEREAS**, the Foundation is a public foundation exempt from taxation under Internal Revenue Code (“Code”) Section 501 (c)(3), a public charity described in Section 170(b)(1)(A)(vi) of the Code, and therefore is an appropriate institution within which to establish such a charitable endowment; and

**WHEREAS**, the Foundation is willing and able to create such an endowment, subject to the terms and conditions hereof;

**THEREFORE**, the parties agree as follows:

## GENERAL PROVISIONS:

- 1. Establishment of Fund.** A fund is hereby established in the Foundation which shall be known as the \_\_\_\_\_ Fund (“Fund”) to receive gifts, in money or property (acceptable within the guidelines of the Gift Acceptance Policy of the Foundation), and to administer the same.
- 2. Purpose.** The primary purpose of the Fund shall be to support the charitable purposes of the International Lutheran Laymen’s League dba Lutheran Hour Ministries. The donor further specifies that this endowment shall be for the support of \_\_\_\_\_ areas within Lutheran Hour Ministries.

The Donor’s expressed desire with regard to the use of the Gift will be respected and observed, unless the Foundation determines that circumstances render it unnecessary, impractical, or impossible to comply with the Donor’s instructions. The continuity is further discussed in Section 7 of this agreement.

3. **Gifts.** The Donor hereby transfers irrevocably to the Foundation the asset described in the attached Exhibit A to establish the Fund. Subject to the right of the Foundation to reject any particular gift, any person (whether an individual, corporation, trust, estate or organization) may make additional gifts to the Foundation for the purposes of the Fund by a transfer to the Foundation of assets acceptable to the Foundation in whole or in part for the Fund. All gifts, bequests and devises to the Fund shall be irrevocable once accepted by the Foundation.
4. **Distribution.** Distributions from the Fund shall be committed, granted or expended in accordance with the current distribution policies of the Foundation for purposes described in Code Section 170(c)(1) or (2)(8) at least annually, or on a schedule to which the Parties may from time to time agree. If any gifts to the Foundation for the purposes of the Fund are received and accepted subject to a donor's conditions or restrictions as to the use of the gift or the earnings therefrom, said conditions or restrictions will be honored, subject, however to the authority of the Foundation's Board of Trustees (hereinafter the "Board") to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Board unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the organizations served by the Foundation. No distribution shall be made from the Fund to any individual or entity if such distribution will in the judgment of the Foundation endanger the Foundation's Code Section 501(c)(3) status.

#### 5. **Administrative Provisions.**

- a. Notwithstanding anything herein to the contrary, the Foundation shall hold the Fund, and all contributions to the Fund, subject to the provisions of the applicable state and federal laws; and the Foundation's Bylaws, Policies and Agreements. The Board shall monitor the distribution of the Fund, and shall have all powers of modification and removal specified in United States Treasury Regulation Section 1.170A-9(e)(11)(v)(8).
- b. The Fund shall be a component part of the Foundation. All money and property in the Fund shall be held as general assets of the Foundation and not segregated as property of a separate account; provided that the Fund shall be allocated its pro rated share of the earnings of the Foundation's Permanent Endowment Pool, such percentage interest being subject to adjustment at the time of each addition to, or reduction of, assets in the Permanent Pool.
- c. The receipts and disbursements of this Fund shall be accounted for separately and apart from those of other gifts to the Foundation.
- d. The Board shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest and reinvest the Fund and the power to commingle the assets of the Fund with those of other funds for investment purposes. These powers are further stated in the Bylaws, Policies and Agreements of the Board.
- e. It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs of the Foundation. Those costs charged against the Fund shall be determined by the Board each year. Any costs to the Foundation in accepting, transferring, managing or through legal representation of the property donated to the Foundation for the Fund shall be paid from the Fund.

- f. The Foundation retains the variance powers to modify restrictions or conditions regarding the distribution of funds from the Fund if the original purpose described in this agreement would fail or would need amending, as determined by the Board in consultation with the Donor but without the necessity of the approval of any participating trustee, agent or custodian so engaged by the Board. Additionally, if such restriction or condition becomes, in effect, unnecessary, undesirable, impractical, incapable of fulfillment, or inconsistent with the investment or other policies of the Foundation or with the charitable needs of the community or area served by the Foundation the Board may use the variance powers to so modify this agreement.

**6. Conditions for Acceptance of Funds.** The Donor agrees and acknowledges that the establishment of the Fund herein created is made in recognition of, and subject to, the terms and conditions of the Board's Bylaws, Policies, and Agreements as from time to time amended, and that the Fund shall at all times be subject to such terms and conditions, including but not limited to provisions relating to:

- i. Presumption of Donor's intent;
- ii. Variance from Donor's intent;
- iii. Amendments

**7. Continuity.** If the purpose described in Section 2 ceases to exist within the International Lutheran Laymen's League or its ministries through Lutheran Hour Ministries, the Fund will be used to provide support to similar purposes as recommended by the Foundation Board of Trustees or their successors in interest.

The Fund shall continue so long as the assets are available in the Fund and the purpose of the Fund can be served by its continuation. If the Fund is terminated, the Foundation shall devote any remaining assets in the Fund exclusively for charitable purposes that are within the scope of the charitable purposes of the Foundation's Bylaws and most nearly approximate, in the good faith opinion of the Board, the original purpose of the Fund.

**IN WITNESS WHEREOF**, the Donor has executed this Agreement and the Foundation has caused this Agreement to be executed by a duly authorized officer, all as of the day and year first written above.

***Donor***

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

***The Lutheran Hour Ministries Foundation***

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# THE VINE AND BRANCHES TRUST NAMED ENDOWMENT FUND AGREEMENT

## EXHIBIT A

**Named Endowment Agreement Between  
Donor Name and  
Lutheran Hour Ministries Foundation**

### SCHEDULE A

**Description of Property**

LIST OF INITIAL DONATIONS TO THE FUND