

**THE PUTNAM COUNTY COMMUNITY FOUNDATION, INC.
IMMEDIATE CHARITABLE GIFT ANNUITY AGREEMENT
ONE LIFE**

THIS ONE LIFE CHARITABLE GIFT ANNUITY AGREEMENT, made and entered into this ____ day of _____, 2002, by and between _____, (hereinafter called the "Donor"), residing at _____ and the Putnam County Community Foundation, Inc., (hereinafter called the "Foundation"), an Indiana not-for-profit corporation, Greencastle, Indiana:

- 1. Representation of Foundation.** The Foundation hereby represents and certifies that it is an Indiana not-for-profit corporation, tax-exempt and approved by the Internal Revenue Service to receive charitable contributions as defined by the Internal Revenue Code of 1986 and the regulations there-under.
- 2. Advice.** Donor has been advised by the Foundation to seek legal and financial advice relative to this Agreement. Donor has been advised of current American Council of Gift Annuity rates.
- 3. Gift.** Donor has this day contributed and voluntarily given to the Foundation the sum of _____ Dollars (\$____) OR ____ [#] of shares of [CORPORATION] stock, receipt of which hereby is acknowledged.
- 4. Use and Purpose of the Gift.** Upon the Foundation's fulfillment of its obligation, the residuum of the gift shall be used to establish the ____ Fund or to add to the _____ Fund, a component fund of the Foundation.
- 5. Non-Assignable and Irrevocable.** Donor may assign his/her rights under this agreement to the Foundation. Otherwise, this agreement is non-assignable and is irrevocable.
- 6. Annuity.** The Foundation, in consideration of the transfer and delivery of such gift, shall pay to the Donor during the full term of the natural life of the Donor, the sum of _____ DOLLARS (\$____) annually in equal semi-annual payments.
- 7. Payment Dates and First Installment.** The annuity will be paid semi-annually in June and December. The first installment shall be payable on _____.
- 8. Termination of the Annuity.** The obligation to pay the annuity to the Donor shall terminate with the regular payment next preceding the Donor's death. At the death of the Donor, it is expressly agreed that the Foundation shall be discharged and forever released from any further responsibility, or obligation whatsoever which may have been assumed by it under this agreement.

9. Charitable Contribution. Both Donor and the Foundation acknowledge that the difference between the fair market value of the gift and the present fair market value of the annuity to be paid to Donor constitutes a contribution from the Donor to the Foundation.

10. Operation and Investment Disclosure. The Donor acknowledges receipt of a Gift Annuity Disclosure Statement and an explanation of this Statement. This statement describes the material terms of the operation and investment of this charitable gift annuity held by the Foundation, as required in *The Philanthropy Protection Act of 1995* (P.L. 104-62).

11. Governing Law. This Agreement constitutes the entire agreement of the parties. This Agreement shall be interpreted and governed by the law of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this agreement or caused this One Life Gift Annuity Agreement to be executed on the day signed below.

FOR THE PUTNAM COUNTY COMMUNITY FOUNDATION:

Lynn A. Bohmer, President

Date

FOR THE DONOR:

Date

Social Security Number

Date of Birth