

MIB AGENTS INC ENDOWMENT FUND AGREEMENT

THIS AGREEMENT (the "Agreement"), is made and entered into on the ____ day of _____ 2019, by and between _____ (hereinafter the "Donor") residing at _____ and MIB AGENTS INC (hereinafter "MIB Agents").

The intent for this Agreement is for the Donor to provide for the establishment of a permanently endowed charitable fund within MIB Agents consistent with the charitable or other exempt purposes of MIB Agents which is a not-for-profit Vermont corporation located in Barnard, Vermont, exempt from taxation under Internal Revenue Code (hereinafter the "Code") Section 501(c)(3) as a public charity described in Section 170(b)(1)(A)(vi), and accordingly an appropriate institution within which to establish such a charitable fund.

GENERAL PROVISIONS

The parties agree as follows:

1. **FUND NAME.** There is hereby established in MIB Agents, and as a part thereof, a fund designated as the _____ FUND (hereinafter the "Fund") to receive gifts, in whatever form of money or property, and MIB Agents agrees to administer the same. The Donor agrees that the Fund will be publicly recognized along with grants and distributions from the Fund.
2. **FUND PURPOSE.** The primary purpose of the Fund shall be to provide grant awards in support of _____ [SPECIFY BROAD AREA OF INTEREST(S)] as further defined in the Fund's Guidelines which are attached to this Agreement.
3. **GIFTS.** The Donor hereby irrevocably transfers to MIB Agents the property described in the attached Exhibit A (the "Contribution") to establish the Fund. Subject to the right of MIB Agents to reject any particular gift, the Donor, and parties other than the Donor, may make additional irrevocable gifts to MIB Agents for the purposes of the Fund by a transfer to MIB Agents of property acceptable to MIB Agents. All gifts, bequests, and devises to this Fund shall be the sole property of MIB Agents once accepted by MIB Agents. All gifts are subject to the legal and fiduciary control of MIB Agents. If any gift to MIB Agents for the Fund is accepted subject to conditions or restrictions as to the use of the gift or income therefrom, such conditions or restrictions will be honored, subject, however, to the authority of the Board of Directors of MIB Agents (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 or other exempt purposes of MIB Agents.
4. **ORGANIZATIONAL AND GOVERNING INSTRUMENTS.** MIB Agents acknowledges receipt of the Contribution and agrees to hold and administer the Contribution and any subsequent contributions to the Fund, on the terms and subject to the conditions set forth in the Fund's Guidelines and in accord with MIB Agents' organizational and governing instruments, and any resolutions, policies, guidelines, and procedures from time to time in effect.
5. **DISTRIBUTIONS.** The Board shall monitor the distribution of the Fund to ensure it is used exclusively for charitable or other exempt purposes (within the meaning of Code Section 170(c)(1) or (2)(B)). The

Fund may be used to make grants to other qualified not-for-profit organizations in support of the purposes defined in this Agreement.

(a) Fund Duration. The Fund is perpetual unless otherwise specified in the Fund's Guidelines.

(b) Distribution Policy. The ordinary income, capital appreciation (realized and unrealized), and principal (both historic dollar value and any principal contributions, accumulations, additions, or reinvestments) allocable to the Fund, net of the fees and expenses set forth in this Agreement, may be committed, granted, or expended pursuant to any distribution (or spending) policy of MIB Agents, solely for purposes described in this Agreement; provided, however, that such purposes are consistent with the exempt status and purposes of MIB Agents.

(c) Charitable Objective. All funds of MIB Agents are to serve or promote MIB Agents' charitable mission. No distribution shall be made from the Fund to any individual or entity if such distribution may in the judgment of MIB Agents impair or endanger the Foundation's tax exempt status under Code Section 501(c)(3) or result in the imposition of any excise tax, penalty, or other tax, fine, or assessment under the Code.

(d) No Personal Benefit. No monies from the Fund may be used to inure to the personal benefit of Donor or any other contribution to the Fund.

6. CORPORATION AS OWNER OF THE FUND. The Fund shall be the irrevocable property of MIB Agents, which shall have the ultimate authority and control of all property in the Fund, and the income derived therefrom for the charitable purposes as defined in this Agreement. Notwithstanding anything herein to the contrary, MIB Agents shall hold and administer the Fund, and all contributions and assets allocable to the Fund, subject to the provisions of the applicable Vermont laws and the Foundation's governing documents. 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, as amended, and as an organization which is not a private foundation within the meaning of Section 509(a) of the Code.

7. CONDITIONS FOR ACCEPTANCE OF FUNDS. The establishment of the Fund herein created is made in recognition of, and subject to, the terms and conditions Fund's Guidelines, and the Fund shall at all times be subject to such terms and conditions, including, but not by way of limitation, provisions for:

(a) Presumption of donors' intent; and

(b) Variance from donor's direction.

8. CONTINUITY. The Fund shall continue so long as assets are available in the Fund and the purposes in the Fund can be served by its continuation. If the assets in the Fund become, in the good faith opinion of MIB Agents' Board, uneconomical to administer or if the Fund is otherwise terminated MIB Agents shall transfer all remaining fund assets to MIB Agents' general accounts exclusively for charitable or other exempt purposes that:

(a) are within the scope of the of MIB Agents' governing documents as from time to time amended; and

(b) most nearly approximate, in the good faith opinion of the Board, the original charitable purpose(s) and donor intent of the Fund.

9. NOT A SEPARATE TRUST. The Fund shall be a component part of MIB Agents. All money and property in the Fund shall be held as general assets of MIB Agents and not segregated as trust property of a separate trust, provided that for purposes of determining the share of MIB Agents' earnings allocable to the Fund and the value of the principal of the Fund, the interest of the Fund in the general assets of MIB Agents shall be a percentage determined by dividing the Fund balance by the then value of the total assets of MIB Agents, such percentage interest being subject to adjustment at the time of each addition to or reduction of the assets of MIB Agents.

10. ACCOUNTING. The receipts and disbursements of this Fund shall be accounted for separately and apart from those of other gifts to MIB Agents. The Donor shall receive a quarterly statement of the Fund's total assets including the additions, gains, losses, fees and distributions if it so requests.

11. INVESTMENTS.

(a) Full Discretion. MIB Agents shall have full and unfettered power to carry out the purposes of the Fund including, but not limited to, the power to retain, invest, and reinvest the assets of the Fund and the power to commingle the assets of the Fund for investment purposes with those of other funds or MIB Agents' general assets in such manner as MIB Agents shall in its discretion determine.

MIB Agents may hold reasonable sums in cash for any period of time and may invest in properties of every kind and description, real or personal, tangible or intangible, without limitation; provided, however, that in making investments, MIB Agents shall exercise the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital.

(b) Responsibility. MIB Agents shall not be responsible for any loss or reduction in value with respect to any assets held in the Fund unless any loss or reduction in value is due to the intentional misconduct or negligence of MIB Agents or its employees or agents.

(c) Advisors and Agents. MIB Agents may, in its discretion, engage investment advisors, custodians of securities, investment or property managers, appraisers, accountants, attorneys and other agents and advisors, and delegate to them such powers of authority as MIB Agents may determine, and as may be reasonably required for MIB Agents to carry out its duties and responsibilities with respect to the Fund. MIB Agents may pay the reasonable fees and expenses of all such agents or advisors as a direct expense of the Fund.

12. FUND EXPENSES. Any costs or expenses incurred by MIB Agents in accepting, transferring, or managing property donated to MIB Agents for the Fund, including without limitation MIB Agents' costs and expenses (including reasonable attorneys fees) of any claim or proceeding with respect to the Fund in which MIB Agents is the prevailing party, shall be paid for by the Fund.

13. BINDING EFFECT; AMENDMENTS. This Agreement shall bind, and shall inure to the benefit of, the parties and their respective successors and assigns. MIB Agents shall have the power, acting alone, to amend this Agreement in any manner required for the sole purpose of ensuring that MIB Agents qualifies and continues to qualify as a tax-exempt organization described in Section 501(c)(3) of the Code.

14. REFERENCES TO CODE. All references to the Code are to the Internal Revenue Code of 1986, as amended from time to time, and shall include the corresponding provisions of any subsequent federal tax law.

15. GOVERNING LAW. This Agreement and all related proceedings shall be governed by and interpreted under the laws of the State of Vermont. Any action with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction in Vermont.

EXECUTION

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

DONOR

By: _____
Name:

MIB AGENTS INC

By: _____
Ann Graham
President

EXHIBIT A

INITIAL CONTRIBUTION:

[Gift defined] irrevocably made payable to the MIB Agents Inc for the benefit of [Fund Name].

FUND'S GUIDELINES

1. Once MIB Agents has received the information below a fundraising page will be set up on our website with a dedicated URL. The page may be updated or changed by emailing Briana@MIBAgents.org. When the page is live it may be shared with family and friends.
2. A detailed report of donations will be provided at least annually. Tax receipts will be provided to any donor contributing \$250 or more.
3. To set-up a fund the following information is needed:

Full Name:

Mailing Address:

Street, City State Zip Code

Phone Number: _____

Relation to Warrior: _____

Email(s) to receive donation reporting and correspondence:

A Brief Summary of of Warrior's Story (please attach separately):

Title For Fund Page: _____

A Short Thank You Message to Donors:

Select Fund Designation (please circle one): General Missions and Programs Osteosarcoma
Research Other (Provide more information below)

General: This is the best way you can help kids with osteosarcoma. A general fund will allocate funds to where it is needed most. Not only will it help fund meaningful research it may also help complete a mission or a number of other initiatives that MIB Agents undertakes.

Missions and Programs: Designating your fund to Missions and Programs allows your funds to directly impact the end-of-life missions that are undertaken as well as the programs that are offered to patients and their families (Ambassador Agents, Gamer Agents, and Agent Writers)

Osteosarcoma Research: All the funds raised will go towards funding meaningful osteosarcoma research.