



Fund Agreement

THIS AGREEMENT ("Agreement"), made this _____ day of _____, 20 _____,

between _____ (the "Donor") and the Ocean Reef Foundation, Inc., having its principal office in Key Largo, State of Florida, organized and operated exclusively for charitable purposes as that term is contemplated under Section 501(c)(3) of the Internal Revenue Code.

I give and devise the sum of _____ dollars (\$ _____) to the Ocean Reef Foundation, Inc. Said sum is to establish a donor advised or designated endowment fund as indicated below:

Donor Advised Fund

Designated Endowment Fund to benefit the following specific charity/charities:

The fund shall be named The _____ Fund.

The advisor(s) to the fund shall be _____.
(Please note additional advisors and successor advisors may be added using Schedule B)

The Foundation may retain reasonable and proper compensation for its services and expenses.

Treasury Department regulations require that the Foundation's Board be vested with the power to modify a donor's restrictions when such restrictions become 'unnecessary, incapable of fulfillment or inconsistent' with the charitable needs of the community. This ensures that the donor's fund will continue to support worthwhile charitable programs and not a separate trust. The Fund shall be held and administered subject to the provisions of the Governing Instruments, including those provisions, which may permit the Foundation's Board to amend, modify or vary, and of the purposes, directions, restrictions or conditions set forth herein.

IN WITNESS WHEREOF, the Donor and the Foundation have executed this Agreement as of the date first above written.

DONOR SIGNATURE(S):

OCEAN REEF FOUNDATION, INC.:

By: _____