

## Evergreen Acorn Plan Start Agreement

The below named Endowment<sup>1</sup> is hereby created as part of the Evergreen Charitable Trust. As far as allowed by law and the limits of this agreement, Evergreen will respect the wishes of the Endowment Advisor regarding this Endowment. **In no event will money donated to Evergreen revert back to or be used for the direct benefit of the Endowment Advisor or any non-Tax Qualified<sup>2</sup> donor.** All of Evergreen's funds are irrevocably committed to carrying out charitable purposes.

### *Endowment Advisor Rights and Responsibilities*

The Endowment Advisor may, by completing and updating Advice Area A of the Acorn Advice Form, advise Evergreen on investment of this Endowment.

The Endowment Advisor may, by completing and updating Advice Area B of the Acorn Advice Form, instruct Evergreen on who will be the Endowment Advisor.

The Endowment Advisor may, by completing and updating Advice Area C of the Acorn Advice Form, instruct Evergreen regarding the selection of Beneficiaries<sup>3</sup> of this Endowment.

All changes requested by the Endowment Advisor become effective when acknowledged in writing by Evergreen.

Evergreen will at least annually send to the Endowment Advisor a statement showing the Basis and Available Portion<sup>4</sup>.

### *Evergreen's Rights and Responsibilities*

Evergreen will own, set investment options for, and invest all funds. Evergreen may transfer this Endowment to a successor organization or organizations that will continue to provide approximately the same services and agreements.

Evergreen Charitable Trust is intended to support a broad range of Tax Qualified entities. It is possible, however, that the Endowment Advisor may select a Tax Qualified entity that is unacceptable to Evergreen. Evergreen may disqualify such a Tax Qualified entity only with the unanimous consent of its trustees. Evergreen would report any such disqualification to the Endowment Advisor and request that an alternate recipient be named.

If the Endowment Advisor is not able to serve and no successor has been named, Evergreen's trustees will serve or appoint a successor to carry out the last known charitable intentions. This agreement may be amended by mutual consent. The Evergreen Acorn Plan is subject to the laws of the State of Oregon.

If this agreement is not signed below, the agreement will be deemed to have been accepted and signed unless Evergreen hears otherwise from the named Endowment Advisor within three months of the initial contribution of Basis. The sole alternative to acceptance is distribution of the entire Endowment to a Tax Qualified entity.

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<sup>1</sup> An endowment is a perpetual fund of money within the larger Evergreen Charitable Trust.

<sup>2</sup> Tax Qualified means having a current, valid determination letter from the Internal Revenue Service recognizing it as a 501(c)(3) organization.

<sup>3</sup> Beneficiaries are Tax Qualified entities that receive distributions from the Endowment.

<sup>4</sup> The Available Portion is the amount of the Endowment in excess of Basis. Basis is the total amount of money donated to Evergreen for the Endowment. The Available Portion is usually produced by interest, dividends, and capital gains from investing the Endowment. Basis may not be disbursed without the unanimous agreement of all Evergreen Trustees and the Endowment Advisor.

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*This section for office use only.*

Plan name or number: \_\_\_\_\_

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Investment Option (until changed by Endowment Advisor): Money Market/CD

Endowment Advisor (until changed):

Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

Beneficiary: *(please pick one below)*

Do not make annual distributions of the Available Portion until  
\_\_\_\_\_.

**-- OR --**

Annually distribute the Available Portion to  
\_\_\_\_\_.

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Signature (optional):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Endowment Advisor Signature

Print Name

Date

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Authorization for Visa or MasterCard charges (optional)

I hereby authorize Evergreen Charitable Trust to charge my credit card:

Card number: \_\_\_\_\_

Expiration date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Please pick one:  One time charge  
 Monthly charge (If monthly, the charge will apply until canceled.)

Credit card holder name and billing address if different from above:

Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_