



**DATE**

Jane Hetland Stevenson, President  
St. Croix Valley Foundation  
516 Second Street, Suite 214  
Hudson, WI 54016

Dear Ms. Stevenson:

It is our intention to deliver a bequest of **\$AMOUNT** no later than upon the death of the second of us to die to the St. Croix Valley Foundation (the "Foundation"). This gift, together with any additional gifts which may be made by us or other donors to the fund hereafter described, shall be used to establish and maintain a component fund (the "Fund") of the Foundation, to be held and administered as follows:

1. The Fund shall be known as the **NAME** and shall be identified as such by the Foundation in the course of the administration and distribution thereof.
2. The income of the Fund shall be distributed at least annually for such charitable purposes, consistent with the purposes specified in the Foundation's Articles and Bylaws as they now exist or may be hereafter amended, as the Foundation's Board of Directors may determine after taking into consideration any written recommendations from time to time made to the Foundation by the Advisors.
3. While we are both living and competent, we shall jointly serve as the initial Advisors to the Fund. Upon the death or mental incapacity of either of us, the remaining living and competent one of us shall then serve as the sole Advisor. While we are both living and competent, we jointly retain the right to name any one or more of our descendants as additional Advisors during our lifetimes and successor Advisors to serve upon the death or mental incapacity of both of us. Upon the death or mental incapacity of either of us, the remaining living and competent one of us retains the right to name any one or more of our descendants as additional Advisors during his or her lifetime and successor Advisors to serve upon his or her death or mental incapacity.

We presently name as successor Advisors to serve upon the death or mental incapacity of both of us, our children, namely **NAME (DOB) AND NAME (DOB)**. If at the time of the death or mental incapacity of both of us, one or both of our children are then still minors, then our children shall commence serving as successor Advisors upon their attainment of age 18.

Following the death or mental incapacity of both of us, our children shall jointly serve as the successor Advisors to the Fund. Upon the death or mental incapacity of either of our children, then the children of the deceased or mentally incapacitated child of ours may serve as successor Advisor, having in the aggregate, an equal say as an Advisor to the remaining child of ours. When both of our children are then deceased or mentally incapacitated, then our grandchildren

shall have an equal say *per capita* in the advisory role. When, following our deaths or mental incapacity, all of our children are then deceased or mentally incapacitated and all of our grandchildren are then deceased or mentally incapacitated, the role of Advisors and successor Advisors shall cease. If there is more than one Advisor, the Advisors shall appoint a chairperson and all communications to and from the Foundation shall be through the chairperson. The Advisors shall notify the Foundation in writing of the name of the chairperson, and the Foundation shall be entitled to rely upon such written designation in communicating with the Advisors and making distributions from the Fund. The Advisors shall serve in accordance with the policies established by the Foundation for donor advised funds from time to time. Following our lifetimes and the lifetimes of any other advisors, or if no such recommendations have been received by the Foundation at the time of considering distributions, or if the Foundation, in its discretion, determines not to follow any such recommendations, assets of the Fund shall be transferred to the Unrestricted Fund of the St. Croix Valley Foundation.

4. The recommendations of the Advisors will be advisory only, will not be binding upon the Foundation, and will not be the sole criteria used by the Foundation in determining whether to make such distributions. Following our lifetimes and the lifetimes of the successor Advisors, or if no recommendations by the Advisors have been received by the Foundation at the time of considering distributions, or if the Foundation in its discretion determines not to follow any such recommendations, the income of the Fund shall be distributed for such purposes of the Foundation as the Board of Directors, in its sole discretion, shall determine.

5. Distributions as provided in paragraph 2 shall be made out of income only, it being the intent that the principal of the fund shall be preserved and maintained as an endowment.

6. The Board of Directors of the Foundation shall have sole discretion as to the investment and reinvestment of the assets of the Fund, including the selection of investment managers, and as to the selection of custodians of the assets of the Fund.

7. The Fund shall be administered in accordance with the Minnesota Uniform Prudent Management of Institutional Funds Acts, provided that in all events the term "income" as used in this letter shall mean the amount available for distribution from the Fund as determined in accordance with the Foundation's spending policy in effect from time to time.

8. Notwithstanding anything herein contained to the contrary, the Fund shall at all times be held and administered in accordance with the provisions of the Articles and Bylaws of the Foundation, all of which are hereby accepted and agreed to by the undersigned, including those provisions relating to amendment, termination and variance from donors' directions. The undersigned acknowledges that under the provisions of the Articles and Bylaws and applicable tax regulations, the Board of Directors of the Foundation has the power and the duty to modify any restriction or condition of the distribution of the funds for any specified charitable purpose if, in the sole judgment of the Foundation's Board (without the approval of any participating trustee, custodian or agent), such restrictions or conditions become, in effect unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the region served by the Foundation.

9. Consistent with its practice adopted from time to time with respect to other funds of the Foundation, the Foundation shall from time to time make a charge to the fund in an amount reasonably calculated to reimburse the Foundation's direct and indirect costs incurred in the administration of the Fund.

10. Assets of the Fund may be commingled for purposes of investment with other assets of the Foundation, provided that the separate identity of the Fund and the distributions from the Fund are at all times maintained.

If the foregoing is acceptable to the Foundation, kindly so indicate by dating and signing the enclosed copy of this letter in the space provided below and return it to us. Upon such acceptance, this letter will constitute our agreement with respect to the Fund and all prior discussions and agreements concerning the Fund are merged herein and are made a part hereof.

Very truly yours,

\_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(date) (month) (year)

St. Croix Valley Foundation

By: \_\_\_\_\_  
Jane Hetland Stevenson, President