



DONOR FORM - POOLED INCOME FUND

Section 1: Donor Information. Joint gifts will be accepted only if the Donors are spouses. The individual named as Donor 1 will have the sole authority to exercise any right to terminate or revoke the income interest of any person other than the Donors.

DONOR 1				DONOR 2			
Name				Name			
_____ - _____ - _____ / ____ / ____		_____ - _____ - _____ / ____ / ____		_____ - _____ - _____ / ____ / ____		_____ - _____ - _____ / ____ / ____	
Social Security #		Date of Birth		Social Security #		Date of Birth	
Mailing Address				Mailing Address			
City		State	Zip	City		State	Zip
(____) _____		(____) _____	_____	(____) _____		(____) _____	_____
Day Phone		Evening Phone		Day Phone		Evening Phone	

Section 2: Income Beneficiary. You may designate one or more Person(s) to receive the income generated by your Pooled Income Fund on a quarterly basis.

Income Beneficiary #1				Income Beneficiary #2			
Name				Name			
_____ - _____ - _____ / ____ / ____		_____ - _____ - _____ / ____ / ____		_____ - _____ - _____ / ____ / ____		_____ - _____ - _____ / ____ / ____	
Social Security #		Date of Birth		Social Security #		Date of Birth	
Mailing Address				Mailing Address			
City		State	Zip	City		State	Zip
(____) _____		(____) _____	_____	(____) _____		(____) _____	_____
Day Phone		Evening Phone		Day Phone		Evening Phone	
Relationship to Donor(s)				Relationship to Donor(s)			

You must select **one** of the following A, B, or C options to receive income:

- A. **One income beneficiary to receive all of the income**

If you want the income beneficiary designated in Section 2 on page 1 to receive all of the income from your gift for his/her lifetime, please check this box and write the beneficiary's name in the space provided below.

All income from my/our gift to _____ as the *sole* income beneficiary, during his/her lifetime. ***Insert name and skip to Section 3, page 3.***

B. *Two income beneficiaries to receive income consecutively*

If you want the income beneficiaries designated in Section 2 on page 1 to receive income consecutively (first, one beneficiary will receive all the income for life, and then, after the death of the first beneficiary, the second beneficiary will receive all the income for life), please put a check in this box and write the beneficiaries' names in the appropriate spaces provided below.

All income from my/our gift first to _____ for his/her lifetime, and then to _____ for his/her lifetime, as *consecutive* income beneficiaries in the order above.

Important if you checked Box B above: If you designated yourself to be the first income beneficiary in Box B, you may reserve the right to revoke the income interest of the successor beneficiary through your will. Failure to reserve this right will cause you to make a taxable gift for federal gift tax purposes of the value of the successor beneficiary's future income interest. **It is highly recommended that you reserve the right to revoke by signing the statement below.**

I/We hereby retain the power, exercisable only by will, to revoke the income interest of the successor beneficiary designated by me/us in Box B.

Donor 1 Signature

Donor 2 Signature

C. *Two income beneficiaries to receive income concurrently*

If you want the income beneficiaries designated in Section 2 on page 1 to receive income concurrently (each receiving a split percentage of all the income for life) with all the income going to the surviving beneficiary should one predecease the other, please put a check in this box and write in each beneficiary's *name* and *percentage of income* he/she should receive in the spaces provided below. Percentages do not have to be equal to each other, but together must equal 100 percent.

_____ should receive _____%,
and

_____ should receive _____%
as Concurrent Income Beneficiaries for their joint lives, and thereafter all income to the surviving Beneficiary during his/her lifetime.

Section 3: Contribution Amount. A minimum initial contribution of \$10,000 is required. Please identify the source of your contribution with the approximate value of \$ _____ and attach the appropriate form:

- a. Check or money order enclosed.
- b. Wire transfer.
- c. Transfer assets from Tompkins Trust Company account _____.
- d. Transfer assets held at other financial institutions _____.
- Other property (contact _____ for instructions).

Section 4: Beneficiary Recommendation. Upon the death(s) of the income beneficiary(ies), the value of the units attributable to your gift (“remainder interest”) will be paid to the Tompkins Charitable Gift Fund. **At any time during your life or through your will**, you may select that the Gift Fund make grant distributions to the charity(ies) below or to the Gift Fund Directors Philanthropy Fund.

I recommend the remainder interest be distributed to the tax-exempt organization(s) _____ as _____ follows:

I recommend the remainder interest be distributed to the Tompkins Charitable Gift Fund Directors Philanthropy Fund. This Fund operates similarly to a public foundation in that charities submit grant proposals which are reviewed by the Directors and distributions are made to charities. If no charitable recommendation is made above this is the default charitable organization to continue the Director’s philanthropic mission.

Section 5: Agreement/Signature.

I understand that any contribution, when accepted by TCGF as Trustee, represents an **irrevocable** contribution to the Pooled Income Fund and is not refundable to me for any reason.

I agree with the Trustees as follows:

1. It is my/our intention that this qualify as a gift to a pooled income fund as defined in section 642 (c)(5) of the Internal Revenue Code of 1986, as amended from time to time, and this Gift Agreement shall be interpreted accordingly.

2. I/We declare that the contribution described in this Gift Agreement is irrevocable and is not subject to amendment or modification by me/us other than by the optional right to revoke by will the income interest of

any beneficiary that I/we may name to succeed me/us as beneficiary as specified at the end of this Gift Agreement. (As described in the Disclosure Statement, your gift to the Pooled Income Fund is irrevocable--you cannot sell your shares in the Fund, borrow against them or assign them to anyone other than the Charitable Gift Fund.)

3. Any additional contributions that I/we may make from time to time to the Trustees of the Pooled Income Fund that are accepted by them and that are specified to be governed by this Gift Agreement will not necessitate that an additional Gift Agreement be signed and delivered.

4. If any gift, legacy, succession, inheritance, estate or generation-skipping tax is assessed on my/our contributions to the Pooled Income Fund or any income interest related to my/our gift, I/we agree on behalf of myself/ourselves and my/our heirs, legal representatives, successors, and assigns to arrange for payment of this tax out of a source other than the Pooled Income Fund and to indemnify the Trustees from any and all liability for such tax.

5. Upon termination of the interests of the beneficiaries named on page 1, the units of the Pooled Income Fund representing their interests will be separated from the Fund and transferred to the TCGF Pooled Income Fund Trust Agreement.

6. I/We represent and warrant that the information provided in this Agreement is true and correct and will indemnify the Pooled Income Fund against any losses it may suffer due to any misrepresentations, breach or failure or such representations.

7. I/We acknowledge that, before making this transfer, I/we have read the Disclosure Statement describing the Fund and received a copy of the Pooled Income Fund Trust Agreement.

I hereby certify that all information I provided above is accurate. I will promptly provide the Fund with written notice of any changes.

_____/_____/_____
Donor 1 Signature *Date*

_____/_____/_____
Donor 2 Signature *Date*

Tompkins Charitable Gift Fund, Inc.
PO Box 6639
Ithaca, NY 14851-6639
(607) 256-0358
www.tompkinscharitablegift.org