

# SAT Catalyst Fund Charitable Fund Agreement

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**I. Contribution.** I/we the undersigned donor(s) (the “Donor”) hereby irrevocably give \$\_\_\_\_\_ in cash or cash equivalents to SAT Catalyst Fund LLC, a Kansas limited liability company (“SAT Catalyst Fund”) that is a disregarded entity whose sole member is Significant Matters, a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code. The Donor(s) understand that this is an irrevocable gift or grant, which will be used to establish and maintain a fund with SAT Catalyst Fund, subject to its governing documents and bylaws. This fund (the “Charitable Fund”) will be known as the “\_\_\_\_\_ Fund” and will be identified as such in the course of its administration and distribution. SAT Catalyst Fund may also receive additional contributions of cash or cash equivalents from the Donor or other individuals or businesses as well as distributions from trusts, wills, private foundations or donor advised funds to either initially fund or add to this Charitable Fund, all subject to this Agreement. The Charitable Fund will be used to invest in certain investment initiatives consistent with SAT Catalyst Fund’s purposes and the proceeds from such Charitable Fund shall ultimately be distributed to the following 501(c)(3) entity \_\_\_\_\_ (“Beneficiary Charity”), provided such Beneficiary Charity remains a qualified nonprofit charity eligible to receive distributions from SAT Catalyst Fund or a successor as provided in the Terms and Conditions.

**II. Administration.** The Charitable Fund will be effective upon the acceptance of this agreement by SAT Catalyst Fund. The Charitable Fund will be administered in accordance with the normal and customary policies for funds of SAT Catalyst Fund.

**III. Advisors.** The individuals below are appointed to serve as Advisors to the Charitable Fund. If there are no Advisors identified, the president (or equivalent chief executive officer) of the Beneficiary Charity will serve as the Advisor to the Charitable Fund. If at any time there is more than one Advisor to the Charitable Fund, the Advisors will appoint a designee and all communications to and from SAT Catalyst Fund will be through the designee. If there is no designee appointed, the designee will be the first Advisor listed above.

- i. \_\_\_\_\_
- ii. \_\_\_\_\_

The Beneficiary Charity may remove or replace an Advisor to the Charitable Fund at any time by notice to SAT Catalyst Fund. Any replacement is subject to SAT Catalyst Fund’s review, verification, and approval. SAT Catalyst Fund may remove or suspend any Advisory rights of an Advisor at any time. If at any time the Charitable Fund ceases to have any Advisors, the Beneficiary Charity may identify replacement Advisor(s). If no replacement is identified within thirty days then SAT Catalyst Fund shall assume the role of Advisor with respect to the Charitable Fund and its assets will be invested and used for general charitable purposes consistent with SAT Catalyst Fund’s and Significant Matters’ charitable purpose and mission statement until the Beneficiary Charity appoints a replacement Advisor, subject to SAT Catalyst Fund’s review, verification, and approval.

**IV. Representations of Signers.** If any of the undersigned is/are an entity, then the person signing this Charitable Fund Agreement on behalf of an entity individually represents and warrants that (i) he or she and such entity has full power and authority to execute and deliver this Agreement and (ii) the obligations of such entity under this Agreement are valid and enforceable against such entity.

**V. Consultation with Counsel; No Construction Against Preparer.** Each party acknowledges, represents and warrants that (i) SAT Catalyst Fund recommends that each party engage independent

legal, financial, and tax counsel to review and advise each with regard to execution of this Agreement and making any gift described herein, and SAT Catalyst Fund imposes no time by which a party must execute this Agreement, (ii) neither SAT Catalyst Fund nor any of its employees or agents have provided any legal, financial, tax, or other professional advice to either for the reliance of either, and (iii) no party is relying upon any statements made by SAT Catalyst Fund or any of its employees or agents in deciding to enter into this Agreement or make any gift. The parties agree that no provision of this Agreement is to be construed against or interpreted to the disadvantage of any party by any arbitrator, court or other governmental or judicial authority, or other adjudicator by reason of such party having or being deemed to have prepared or imposed such provision.

**VI. SAT Catalyst Fund Terms and Conditions.** The SAT Catalyst Fund Terms and Conditions, available at [[http://www.\\_\\_\\_\\_\\_](http://www._____)] are hereby incorporated into this Agreement as if fully set forth herein, subject to amendment and modification of such Terms and Conditions as provided therein. The Terms and Conditions include limitations of liability, disclaimers of warranties, details regarding administration, investment, and distributions from the Charitable Fund, applicable fees that may be billed to Charitable Fund, dispute resolution restrictions and other important terms and conditions that govern each party's relationship with SAT Catalyst Fund. In the event of any conflict between the Terms and Conditions and this Agreement, this Agreement shall control.

**DONOR(S):**

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

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

**ADVISOR(S):**

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

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

**ACCEPTED:**

**BENEFICIARY CHARITY:**

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

Title: \_\_\_\_\_

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

**SAT CATALYST FUND, LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_