



## An initiative of Significant Matters

*Advancing sustainable solutions to material poverty through the faith-driven community.*

### SAT Catalyst Fund Agreement

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**I. Contribution.** I/we the undersigned donor(s) (the “Donor(s)”) hereby irrevocably give \$\_\_\_\_\_ in cash or cash equivalents to Significant Matters, a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code to be used solely for the purposes of the SAT Catalyst Fund LLC, a Kansas limited liability company (“SAT Catalyst Fund”) whose sole member is Significant Matters. The Donor(s) understand that this is an irrevocable gift, which will be added to the \_\_\_\_\_ (*Please name your fund*) **Designated PRI Fund** (hereafter referred to as “the fund”) and maintained by SAT Catalyst Fund, subject to its governing documents and bylaws. SAT Catalyst Fund may also receive additional contributions of cash or cash equivalents from the Donor(s) to add to this fund, all subject to this Agreement. The Fund will be used to invest in certain investment initiatives as described herein and the proceeds from the Fund shall be available to re-invest in future opportunities supported by the SAT Catalyst Fund. The ultimate Beneficiary Charity of this Fund will be Significant Matters or a qualified nonprofit charity identified in Attachment A (“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.** Your Fund will be effective upon the acceptance of this agreement by SAT Catalyst Fund and will be administered in accordance with the normal and customary policies for Funds of SAT Catalyst Fund. Unless otherwise specified in writing and agreed to by SAT Catalyst Fund, the first Donor listed below signing this Agreement shall be considered the “Donor of Record” who is entitled to receive official notices and reports related to the Fund.

**III. Advisors.** The individuals below are appointed to serve as Advisors to the Fund. If there are no Advisors identified, the Donor will serve as the Advisor. If at any time there is more than one Advisor to the 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 below.

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

The Donor may remove or replace an Advisor to their 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 Fund ceases to have any Advisors, the Donor 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 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.

**IV. Representations of Signers.** If any of the undersigned is/are an entity, then the person signing this 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.** Donor acknowledges, represents and warrants that (i) SAT Catalyst Fund recommends that Donor 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 Donor 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) Donor is not 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 the 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 [www.satcatalyst.com](http://www.satcatalyst.com) 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 their Fund, dispute resolution restrictions and other important terms and conditions that govern each party's relationship with SAT Catalyst Fund.

**DONOR(S)/DESIGNEE(S):**

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

**ADVISOR(S) (If other than Donor/Designees):**

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**ACCEPTED:**

**SAT CATALYST FUND, LLC**

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

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

# Attachment A: Beneficiary Charity

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**Significant Matters as Beneficiary Charity:** The default “Beneficiary Charity” of all SAT Catalyst Funds, including Designated PRI Funds, is Significant Matters. In the event that there are no longer any Acting Advisors or an appointed designee to a Designated PRI Fund or a SAT Catalyst Fund Account then SAT Catalyst Fund shall assume the role of Advisor with respect to the 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.

or

**Donor Designated Beneficiary Charity:** As donor you can choose an alternate Beneficiary Charity for your Designated PRI Fund provided it is a qualified nonprofit charity or Donor Advised Fund (DAF) consistent with SAT Catalyst Fund’s and Significant Matter’s charitable purposes and mission statement.\* In the event the Beneficiary Charity ceases to exist or is no longer a qualified nonprofit charity eligible to receive donations, then Significant Matters will become the Beneficiary Charity. To designate your Beneficiary Charity please fill in the information below and sign.

Name of Charity: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Website: \_\_\_\_\_

If Donor Advised Fund Please provide DAF name and account info:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Donor/Designee Signature**

\_\_\_\_\_  
\_\_\_\_\_

Print Name

**SAT Catalyst Fund, LLC Signature**

\_\_\_\_\_  
\_\_\_\_\_

Print Name

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

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

\* There is a “Final Closing Fee” on all funds transferred out of the SAT Catalyst Fund. See Exhibit B, “Fees”

## Attachment B: Fees

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### **Fees for the SAT Catalyst Fund**

2% on all donations when received

No fee to invest in a PRI

No Fee to manage the investment during its life cycle

2% on all distributions back to the Designated PRI Fund

No Fee to re-invest to a new PRI

5% upon exit out of the SAT Catalyst Fund

1% per year on un-allocated dollars

These fees apply if Significant Matters/SAT Catalyst Fund is not involved in the set up and creation of the offer PRI, but serves primarily as a facilitator. If Significant Matters/SAT Catalyst Fund is involved beyond facilitation, there will be an additional consulting fee.