

GIFT ANNUITY
One Life, Immediate Payment

1. _____ (the "Donor"), of _____, whose birthdate is _____, 19____, and whose social security number is _____, has transferred to the Foundation Trustees of the Community Foundation of Western Massachusetts, a charitable trust organized under the laws of the Commonwealth of Massachusetts (the "Foundation"), the sum of \$_____. The Foundation hereby acknowledges receipt of such amount. The Donor has made such transfer for the purpose of furthering the charitable objectives of the Foundation.

2. The Foundation agrees to pay to the Donor for the Donor's life from the date hereof an annual annuity of \$_____ in equal semi-annual amounts on the last days of June and December, beginning on _____ (the "Annuity"). If the date hereof is between payment dates, the Foundation will pay to the Donor a pro rata amount for the remainder of the payment period. The Foundations's obligation to pay the Annuity shall terminate with the payment preceding the Donor's death.

3. The Annuity is non-assignable and irrevocable. However, the Donor at any time may relinquish the right to any further Annuity payments, thereby making a gift to the Foundation of the value of such payments.

4. The Donor understands that the anticipated cost to the Foundation of the Annuity is less than the amount of the Donor's gift acknowledged hereby.

5. This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Executed effective _____.

Foundation Trustees of the Community Foundation
of Western Massachusetts

by _____
Chairman

Donor