

# Charitable Gift Annuity

## Two Consecutive Lives

This Agreement is made between \_\_\_\_\_ (“Donor”) and  
SILICON VALLEY COMMUNITY FOUNDATION (“SVCF”) of  
2440 West El Camino Real, Suite 300, Mountain View,  
California 94040.

### TRANSFER OF PROPERTY BY DONOR

SVCF certifies that Donor, as an evidence of his/her desire to support the work of SVCF and to make a charitable gift, on \_\_\_\_\_ [mm/dd/yyyy] contributed to SVCF the property described in Schedule A attached hereto, the fair market value of which is \$ \_\_\_\_\_ [amount].

### PAYMENT OF ANNUITY

In consideration of the property transferred by Donor, SVCF shall pay an annuity of \$ \_\_\_\_\_ to (“First Annuitant”) from the date of this Agreement and shall pay such amount to the Annuitant so long as Annuitant is living.

Upon the death of First Annuitant, if \_\_\_\_\_ (“Second Annuitant”) is then living, SVCF shall continue to make the same annuity payments to Second Annuitant during [his/her] lifetime under the terms and conditions set forth above.

This annuity is \_\_\_\_\_ % of the fair market value of the property transferred by Donor to SVCF, in accordance with the uniform rates established by the American Council on Gift Annuities.

The annuity shall be paid in [monthly, quarterly, semi-annual] installments of \$ \_\_\_\_\_. The first installment shall be payable on \_\_\_\_\_ [mm/dd/yyyy], and shall be prorated on the basis of the number of days in the initial payment period. Subsequent installments beginning on \_\_\_\_\_ [mm/dd/yyyy] and continuing every \_\_\_\_\_ [monthly, quarterly, semi-annual] thereafter shall be in the full amount of \$ \_\_\_\_\_.

Annuities are subject to regulation by the State of California. Payments under this Agreement, however, are not protected or otherwise guaranteed by any government agency or the California Life and Health Insurance Guarantee Association.

\_\_\_\_\_  
DONOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SILICON VALLEY FOUNDATION REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME AND TITLE

### BIRTH DATES OF ANNUITANTS

The annuitants' addresses, birth dates, and ages at their nearest birthday is included on Exhibit A, attached hereto and incorporated herein.

### IRREVOCABILITY; NON-ASSIGNABILITY; TERMINATION

This annuity is irrevocable and non-assignable, except that it may be assigned to SVCF. The obligation of SVCF to pay the annuity to the First Annuitant shall terminate with the payment preceding [his/her] death, and all remaining annuity payments shall be made to the Second Annuitant. The obligation of SVCF to pay the annuity to the Second Annuitant shall terminate with the payment preceding [his/her] death. If both annuitants die before the commencement of payments as provided above, SVCF is released from all obligation to the Annuitants under this Agreement.

### ENTIRE AGREEMENT; GOVERNING LAW

This Agreement and Schedule A attached hereto constitute the entire agreement of the parties. This Agreement shall be governed by the laws of the State of California.

### USES AND PURPOSES OF GIFT (Choose one)

Upon SVCF's satisfaction of its obligation under this Agreement, an amount equal to the residuum of the gift shall be used by SVCF for:

- Its unrestricted purposes, including and not limited to support of SVCF's mission to strengthen the common good locally and throughout the world through visionary leadership, strategic grantmaking and world-class experiences, or
- The gift is partially restricted. SVCF may use a portion of the residuum for its unrestricted purposes, including and not limited to support of SVCF's mission to strengthen the common good locally and throughout the world through visionary leadership, strategic grantmaking and world-class experiences. The specific restricted amount and the use restrictions for the restricted portion of the gift are described in Exhibit B, attached hereto and incorporated herein.

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## EXHIBIT A

### PRIMARY CONTACT INFORMATION - DONOR

NAME \_\_\_\_\_

ADDRESS  HOME  BUSINESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL#1 \_\_\_\_\_ EMAIL#2 \_\_\_\_\_

HOME NUMBER \_\_\_\_\_ MOBILE NUMBER \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ AGE AT NEAREST BIRTHDAY \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

MALE  FEMALE

### FIRST ANNUITANT

NAME \_\_\_\_\_

ADDRESS  HOME  BUSINESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL#1 \_\_\_\_\_ EMAIL#2 \_\_\_\_\_

HOME NUMBER \_\_\_\_\_

MOBILE NUMBER \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ AGE AT NEAREST BIRTHDAY \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

MALE  FEMALE

### SECOND ANNUITANT

NAME \_\_\_\_\_

ADDRESS  HOME  BUSINESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL#1 \_\_\_\_\_ EMAIL#2 \_\_\_\_\_

HOME NUMBER \_\_\_\_\_

MOBILE NUMBER \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ AGE AT NEAREST BIRTHDAY \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

MALE  FEMALE