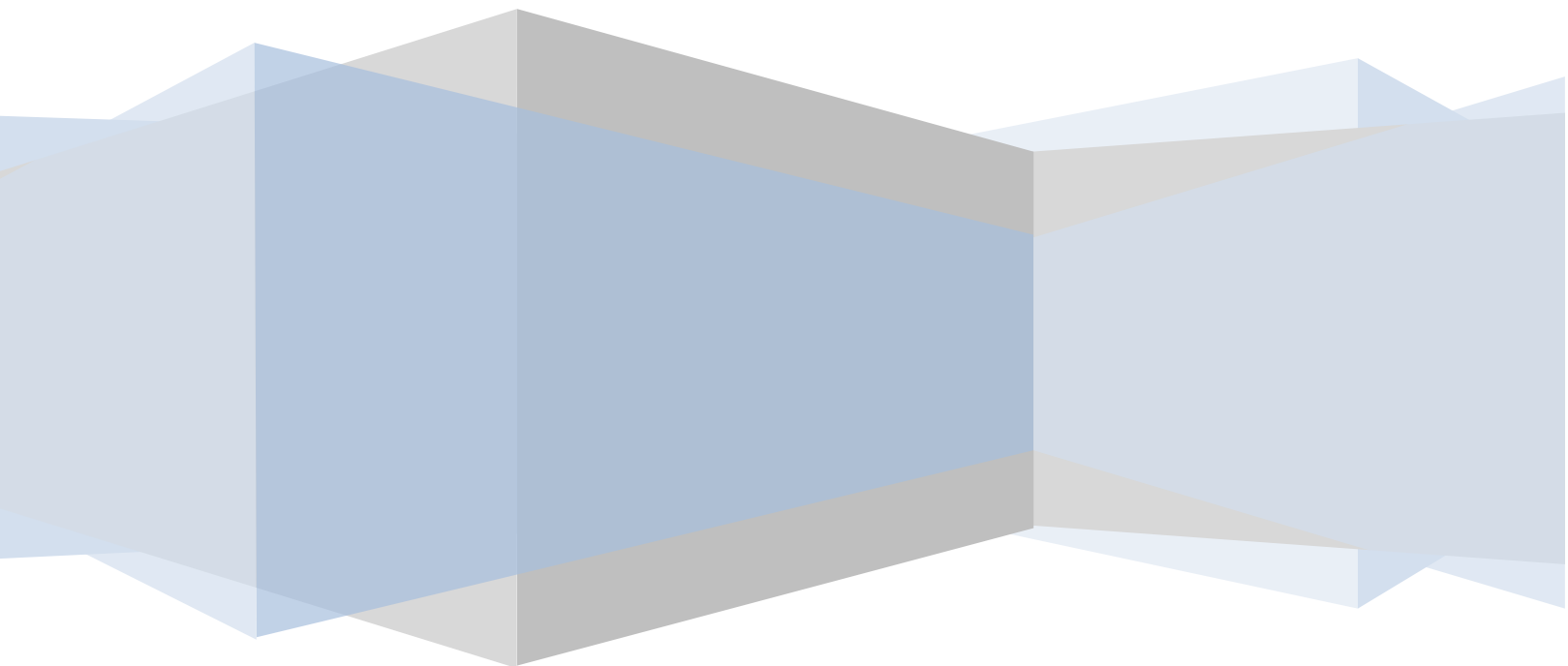


*American Foundation of Lower Extremity
Surgery & Research*

Donation Agreement

Not for Profit Organization



AFLESR DONOR AGREEMENT

This agreement is made on this ____ day of _____, 20____ and entered into between _____ (hereinafter called the Donor), and American Foundation of Lower Extremity Surgery and Research, (herein after called the AFLESR), a 501(c)(3) non-profit corporation.

Agreement Parameters

The Donor agrees to transfer by gift, _____
[description of gift including dollar amount], to AFLESR to be used as follows
[please check one of the boxes]:

- AN UNRESTRICTED GIFT TO THE AFLESR. An unrestricted gift to the AFLESR may be used by the AFLESR for any purpose at any time.
- A RESTRICTED GIFT TO THE PERMANENT AFLESR ENDOWMENT FUND WITH THE ANNUAL EARNINGS TO BE USED FOR THE GENERAL PURPOSES OF THE AFLESR.
- A RESTRICTED GIFT TO THE AFLESR ENDOWMENT FUND WITH THE ANNUAL EARNINGS TO BE USED FOR PUBLICATION, RESEARCH, EDUCATIONAL SEMINARS AND RELATED ACTIVITIES OF THE AFLESR.

The parties have executed this Agreement subject to the terms and conditions provided on the next page.

Donor:

By _____ Date _____
[Name]

Street Address _____ Email: _____

City, State and Zip Code _____ Telephone # _____

American Foundation of Lower Extremity Surgery and Research
C/O Dr: Anderson
2301 Indian Wells Suite A
Alamogordo, NM 88310

By _____ Date _____
J. Joseph Anderson
President AFLESR

1. **GIFT.** The Donor irrevocably gives, delivers, transfers and assigns to the AFLESR all rights, title and interest in the property described above and understands that these assets shall become the property of the AFLESR who shall have the sole legal right to determine their disposition. All gifts, bequests, and devises to this Fund are subject to acceptance by the Board of Directors on behalf of the AFLESR and shall be irrevocable once accepted by the AFLESR.

2. **“A RESTRICTED GIFT TO THE PERMANENT ARS ENDOWMENT FUND WITH THE ANNUAL EARNINGS TO BE USED FOR THE GENERAL PURPOSES OF THE AFLESR”** means that a gift to this endowment fund shall be to used to provide support to the AFLESR for its general purposes within the scope of Code section 170(c)(1) or (2)(B) that is consistent with the exempt purposes of the AFLESR. The principal of any endowment fund gift shall be held in perpetuity in accordance with the AFLESR investment and earnings distribution policies. In the event that, at some future date, the purposes for which this fund is established can no longer be satisfied for reasons not foreseeable at this time, the AFLESR, after taking into consideration the intent of the donor, is authorized to use the annual distribution from this endowed fund as it deems to be in the best interests of the AFLESR.

3. **“A RESTRICTED GIFT TO THE AFLESR ENDOWMENT FUND WITH THE ANNUAL EARNINGS TO BE USED FOR PUBLICATION’ RESEARCH, EDUCATIONAL SEMINARS AND RELATED ACTIVITIES OF THE AFLESR”** means that a gift to this endowment fund shall be used to provide support to the AFLESR for its publications, educational, and research purposes within the scope of Code section 170(c)(1) or (2)(B) that is consistent with the exempt purposes of the AFLESR. The principal of any endowment fund gift shall be held in perpetuity in accordance with the AFLESR investment and earnings distribution policies and in adherence of good accounting practices typical for a not for profit organization. In the event that, at some future date, the purposes for which this fund is established can no longer be satisfied for reasons not foreseeable at this time, the AFLESR, after taking into consideration the intent of the donor, is authorized to use the annual distribution from this endowed fund as it deems to be in the best interests of the AFLESR.

4. **ADMINISTRATIVE PROVISIONS.** Notwithstanding anything herein to the contrary, the AFLESR shall hold all donations, and all contributions to the endowment funds, subject to the provisions of the applicable New Mexico laws and the Articles of Incorporation and Bylaws of the AFLESR.

5. **NOT A SEPARATE TRUST.** All money and property donated to the AFLESR on an unrestricted basis shall be held as part of the general assets of the AFLESR. Any donation to the AFLESR endowment funds shall be held as a restricted asset of the AFLESR, but not segregated as a separate trust.

6. **ACCOUNTING.** The receipts and disbursements of the endowment funds shall be accounted for separately and apart from those of other gifts to the AFLESR.

7. **INVESTMENT OF FUNDS.** The AFLESR shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the endowment funds, including, but not limited to, the power to retain, invest, and reinvest the endowment funds and the power to commingle the assets of the endowment funds with those of other funds held by the AFLESR for investment purposes.

8. **COSTS OF THE FUND.** It is understood and agreed that the endowment funds shall share a fair portion of the total investment and administrative costs of the AFLESR in managing its investment funds. Those costs annually charged against the endowment funds, if any, shall be determined in accordance with the then current administrative contribution schedule identified by the AFLESR as applicable to funds of this type. Any costs to the AFLESR in accepting, transferring, or managing property donated to the AFLESR for the endowment funds shall also be paid from the respective endowment fund.

[End of AFLESR Donor Agreement]