

Community Hospital Foundation
GIFT ANNUITY AGREEMENT

**Two Lives - Joint and Survivor
Funded with Jointly-Owned or Community Property
Immediate Payments**

This Agreement is made between [name of first donor] and [name of second donor], of [street address], [city], [state] [zip code] (hereinafter "the Donors"), and Community Hospital Foundation, of 10 Hospital Way, Springfield, CA 94392 (hereinafter "CHF").

1. Transfer of Property by Donors

CHF certifies that the Donors, as an evidence of their desire to support the work of CHF and to make a charitable gift, on [contribution date -- month, day, year] contributed to CHF the property described in Schedule A attached hereto, the fair market value of which is \$[amount].

2. Payment of Annuity

In consideration of the property transferred by the Donors, CHF shall pay to the Donors during their joint lives, and then to the survivor during his or her life, an annual annuity of \$[amount] from the date of this Agreement.

3. Payment Dates; First Installment

The annuity shall be paid in [monthly, quarterly, semi-annual, annual] installments of \$[amount]. The first installment shall be payable on [month,day,year] in the amount of \$[amount], prorated on the basis of the number of days in the initial payment period. Subsequent installments beginning on [month,day,year] and continuing every [month,quarter,half-year,year] thereafter shall be in the full amount of \$[amount]. [If the contribution is received on the first day of the period or if the first payment will be for the full amount in any case, delete the reference to proration and subsequent installments.]

4. Birth Dates and Ages of Donors

The birth date of [name of first annuitant] is [month,day,year] and [his/her] nearest age as of the date of this instrument is [age]. The birth date of [name of second annuitant] is [month,day,year] and [his/her] nearest age as of the date of this instrument is [age].

5. Irrevocability; Non-assignability; Termination

This annuity is irrevocable and non-assignable, except that it may be assigned to CHF. CHF's obligation under this Agreement shall terminate with the regular payment preceding the death of the survivor of the Donors. With respect to the first of the Donors to die, the obligation to pay such Donor any share of the annuity shall terminate with the regular payment preceding the death of such Donor, and all following payments shall be payable to the survivor of the Donors, during such surviving Donor's lifetime.

[Alternate Paragraph 5, if power to revoke paragraph is included:]

Except as provided in Paragraph 6, this annuity is irrevocable. This annuity is also non-assignable, except that it may be assigned to CHF. CHF's obligation under this Agreement shall terminate with the regular payment preceding the death of the survivor of the Donors. With respect to the first of the Donors to die, the obligation to pay such Donor any share of the annuity shall terminate with the regular payment preceding the death of such Donor, and all following payments shall be payable to the survivor of the Donors, during such surviving Donor's lifetime.

6. Power to Revoke Payments

a. [name of first donor] reserves the power to revoke the survivorship annuity payments for [name of second donor] attributable to [his/her - corresponding to first donor] one-half interest in the [joint/community] property transferred under this Agreement. This power is exercisable by [name of first donor] either (1) during life by giving a written notice to CHF, or (2) at death, by a

written notice to CHF, from [name of first donor]'s executor, trustee or personal representative, that [name of first donor], in [his/her - first donor] will or trust, has exercised this power to revoke. If the power is exercised, CHF's obligation to make the annuity payments attributable to the one-half interest of [name of first donor] in the [joint/community] property shall terminate with the payment preceding [his/her - first donor] death and [name of second donor] shall receive an annual annuity of \$[one-half of the amount stated in Paragraph 2] in equal [monthly, quarterly, semi-annual, annual] installments.

b. [name of second donor] reserves the power to revoke the survivorship annuity payments for [name of first donor] attributable to [his/her - corresponding to second donor] one-half interest in the [joint/community] property transferred under this Agreement. This power is exercisable by [name of second donor] either (1) during life by giving a written notice to CHF, or (2) at death, by a written notice to CHF, from [name of second donor]'s executor, trustee or personal representative, that [name of second donor], in [his/her - second donor] will or trust, has exercised this power to revoke. If the power is exercised, CHF's obligation to make the annuity payments attributable to the one-half interest of [name of second donor] in the [joint/community] property shall terminate with the payment preceding [his/her - second donor] death and [name of first donor] shall receive an annual annuity of \$[one-half of the amount stated in Paragraph 2] in equal [monthly, quarterly, semi-annual, annual] installments.

[Option -- You may elect to exclude this revocation paragraph. If excluded, renumber successive paragraphs.]

7. Uses and Purposes of Gift

Upon CHF's satisfaction of its obligation under this Agreement, an amount equal to the residuum of the gift shall be used by CHF for ["its general purposes" if unrestricted; if restricted, state purpose].

8. Entire Agreement; Governing Law

This Agreement, together with Schedule A attached hereto, constitutes the entire agreement of the parties. This Agreement shall be governed by the laws of the State of California.

This Agreement is effective as of [contribution date -- month, day, year].

Notice to Donors: 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.

DONORS:

Community Hospital Foundation:

[name of donor]

By: _____
[name of officer], [title of officer]

[name of second donor]

**Gift Annuity Agreement Between
[name of first donor] and [name of second donor] and
Community Hospital Foundation**

SCHEDULE A

Description of Property

[Description of donated property]