

THE L-P CLASS OF 1956 SCHOLARSHIP FUND AGREEMENT

This Agreement, by and between the L-P Class of 1956, hereinafter referred to as "Class of 56", and the La Salle-Peru Township High School Foundation for Educational Enrichment, hereinafter referred to as the "Foundation", is hereby entered into on this ninth day of May, 2012.

WHEREAS, the Class of 56 has established a scholarship fund, named the **L-P Class of 1956 Scholarship**, with an effective starting date on or about January 15, 2007, a copy of which is attached hereto and made a part hereof,

AND WHEREAS, The Foundation has heretofore agreed to receive, invest, distribute, and otherwise manage the monies contributed to this scholarship fund,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The purpose of the scholarship fund is to acknowledge and reward academic achievement and personal leadership qualities of selected graduating seniors of LaSalle-Peru Township High School.
2. Financial contributions to the scholarship fund are primarily made, on a voluntary and periodic basis, by members of the L-P Class of 1956.
3. The primary responsibility for the selection of students to receive scholarship awards from this scholarship fund lies with a committee, consisting of members of the administrative, counseling and teaching staffs of the high school.
4. The Class of 56 shall determine whether one or more scholarship awards will be made in each academic school year, and the amount of each award. An individual scholarship award will be a minimum of five hundred dollars (\$500), and not more than one thousand dollars (\$1,000).
5. Funds for each scholarship award shall come from earnings on invested funds, as a first priority, but when the Class of 56 wishes to make an award, and there are not sufficient interest earnings for this purpose, the Class of 56, at its discretion, may authorize the use of other assets of the scholarship fund.
6. The Foundation will distribute the amount of each scholarship award, on behalf of the recipient, directly to the college or university the recipient has elected to attend during the academic year immediately following his or her graduation from high school.
7. The Foundation, in its primary role as manager/administrator of the scholarship fund assets, shall deposit all contributions received, and specifically designated for this

- fund, in a financial institution of long standing in the La Salle, or Peru, or Oglesby communities, utilizing the principles of sound investment judgment.
8. The Foundation shall not comingle the assets of this fund with any other gifts, trusts or monies held, owned or managed by the Foundation, except for the money held in the Money Market checking account. The Foundation will maintain a report of L-P Class of 56 monies held within this account.
 9. Assets of this fund may, from time to time, and as mutually agreed between the Class of 56 and the Foundation, be used to help offset customary incidental expenses of the Foundation. The amount of such incidental costs from the assets of this fund shall not exceed the greater of one hundred fifty dollars (\$150) or one percent (1%) of the principal amount currently in this fund in any given year.
 10. The Foundation shall not pledge the assets of this fund as security or collateral for any purpose.
 11. The Foundation shall acknowledge to the Class of 56 the receipt of all contributions to this fund, and also shall provide to the Class of 56, on an annual basis (January 1 through December 31), a financial report of this fund. Such annual financial report shall include:
 - a. An itemization of the individual contributions to the fund, by contributors name and amount.
 - b. An itemization of the periodic interest earnings on invested monies.
 - c. An itemization of scholarship award payments made and to whom paid.
 - d. An itemization of amounts charged to this fund for incidental administrative expenses of the Foundation.
 12. The Class of 56 shall provide to the Foundation the name(s) and address(es) of the person(s) who will serve as contacts for the Class of 56, and to whom the annual financial reports are to be sent.
 13. Criteria for the selection of recipients of scholarship awards from this fund are as contained in the aforementioned document, entitled **L-P Class of 1956 Scholarship**.
 14. An appropriate representative of the high school staff shall provide to the Foundation, once a scholarship award recipient has been named, the essential college or university enrollment information for that student.

CONCLUDING PROVISIONS:

1. This Agreement, which constitutes the full and complete understanding between the Class of 56 and the Foundation, and which supersedes all prior agreements, arrangements and communications, may be amended from time to time, in writing, upon mutual consent of both parties.

2. Any ambiguities in this Agreement shall be resolved by mutual consent of the parties, applying full consideration of the intentions of both parties at the time of signing this Agreement.
3. Any person, firm or entity, other than a member of the L-P Class of 1956, may make one or more contributions to this fund, and such contributions shall be received, invested, distributed and otherwise managed in the same manner as contributions from members of the L-P Class of 1956.
4. When and as applicable, this Agreement shall be governed by the laws of the State of Illinois.
5. It is intended by the Class of 56 that this scholarship fund shall continue into perpetuity. In the event the Foundation ceases to exist, or at such time as the Class of 56 ceases to name a responsible contact person to represent this fund, the assets then remaining in this fund shall be transferred to the La Salle-Peru Township High School administration, or a committee within the school that is charged with the management of other scholarships awarded to graduates of the high school each year.
6. If, and at such time as, the assets of this fund reach \$40,000 or more through future contributions and interest earnings on investments, the Class of 56 and the Foundation mutually agree to discuss changes to this Agreement which would retain its original intent, but which would also broaden the use of assets from this fund to enrich educational opportunities at La Salle-Peru Township High School.

IN WITNESS WHEREOF, the parties to this Agreement hereby mutually agree to its provisions by affixing hereto the signatures of their respective representatives.

CLASS OF 56:

By: _____

Agent for the L-P Class of 1956

FOUNDATION:

By: _____

Agent for the La Salle-Peru Township
High School Foundation for Educational
Enrichment