Irrevocable Pledge Agreement

(DONOR NAME / DONEE/NON-PROFIT NAME)

DONOR/ENTITY NAME (hereinafter referred to collectively as "Donor"), and the DONEE/NON-PROFIT NAME, a Wyoming nonprofit corporation (hereinafter referred to as "Donee"), hereby agree to the terms of this irrevocable pledge agreement (this "Agreement") on the terms and conditions set forth herein.

Donor understands and agrees that Donee intends to rely on this Agreement and the amounts pledged pursuant hereto for budget and programming allocations and future planning and expenditures. Such reliance will be to the detriment of Donee absent the enforcement of this Agreement and the pledge set forth herein. Donor has been informed by Donee that Donee is a tax exempt corporation under Section 501(c)(3) of the United States Internal Revenue Code, and that the pledge set forth herein constitutes a "charitable donation" under that Section. Such "charitable donation" is made for good and valuable consideration, of benefit to Donor, and is intended to induce reliance and action on the part of Donee. It is the express agreement and intention of the parties hereto that this Agreement and the pledge set forth herein be enforceable in contract and supported by due consideration.

Donor hereby irrevocably pledges and agrees to pay to Donee, the sum of $_____(SPELL OUT DOLLAR AMOUNT) (hereinafter referred to as the "Pledge") upon that date when the Property (as defined below) is conveyed, transferred or sold to an unrelated third party. The Property that is the subject of this Pledge is described as follows:

LEGAL DESCRIPTION OF REAL PROPERTY (PIDN:_____) (the "Property").

A transfer of the Property to DONOR/ENTITY NAME, or an entity or trust controlled by either or both of them, or any family member of either of them, will not cause the Pledge to become due and such transfer shall be an exempt transfer under this Agreement. The Donor agrees that the Pledge will be fulfilled in United States dollars. The Donor recognizes and acknowledges that Donee will rely on the availability of this Pledge to fund its future budgetary, programming and planning needs and will expend time, money and effort to promote its agenda, programming and planning and will make representations to potential donors and other charitable participants to encourage them to expend their time and resources in connection with Donee's efforts, all in reliance on and in consideration of the Pledge and its fulfillment by Donor. Donor intends that this Agreement shall create obligations that are binding and enforceable against the Donor and their heirs, successor trustees, personal representatives, assigns and estate and the Donor covenants and promises that the Pledge will be fulfilled as an enforceable obligation of the Donor.

This Agreement may be altered or amended only by subsequent agreement executed in writing by Donor and Donee. This Agreement shall be construed in accordance with and be governed by the laws of the State of Wyoming, United States of America, as though fully executed in that State. This Agreement replaces and supersedes any previous oral or written representations or agreements in connection with or relating to the Pledge.

This Agreement and the Pledge shall be evidenced by a Memorandum of Irrevocable Pledge Agreement (the "Memorandum"), executed by Donor contemporaneously herewith and recorded in the Office of the Clerk of Teton County, against the Real Property described in Exhibit A to that Memorandum. This Pledge shall be subordinate and junior to any mortgage or lien previously recorded against the Property prior to the date of the recording of the Memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this Irrevocable Pledge Agreement to be effective as of this _____ day of _____, 20___.

DONOR:

DONOR/ENTITY NAME

_____
DONOR NAME #1

_____
DONOR NAME #2

DONEE:

DONEE/NON-PROFIT NAME,
a Wyoming nonprofit corporation

By:_____
Its authorized agent

ForeverJacksonHole.com

MEMORANDUM OF IRREVOCABLE PLEDGE AGREEMENT

This Memorandum of Irrevocable Pledge Agreement (this "Memorandum") is executed by DONOR/ENTITY NAME (the "Donor"), with a mailing address of DONOR MAILING ADDRESS, in order to make a matter of public record the Donor's pledge of a donation to DONEE/NON-PROFIT NAME, a Wyoming nonprofit corporation (the "Donee"), with a mailing address of DONEE MAILING ADDRESS. The pledged donation is subject to the terms and conditions as set forth in that certain Irrevocable Pledge Agreement dated _____ _____ and executed by Donor and Donee (the "Agreement"). It is the Donor's and Donee's intent that the Pledge referenced in the Agreement be paid to the Donee upon the transfer of the real property owned by Donor which is situated in Teton County, Wyoming and described more particularly in the legal description attached hereto as Exhibit A and incorporated herein, all on the terms and conditions set forth in the Agreement.

DONOR/ENTITY NAME

_____
DONOR NAME #1

_____
DONOR NAME #2

[Notary Acknowledgement on Following Page]

STATE OF _____}
ss.
COUNTY OF _____}

The foregoing Memorandum of Irrevocable Pledge Agreement was acknowledged before me by DONOR NAME/ENTITY #1, on this ___ day of _____, 20___.
Witness my hand and official seal.

[Seal]

_____

Notary Public for the State of Wyoming
My commission expires: _____

STATE OF _____}
ss.
COUNTY OF _____}

The foregoing Memorandum of Irrevocable Pledge Agreement was acknowledged before me by DONOR NAME/ENTITY #2, on this ___ day of _____, 20__.
Witness my hand and official seal.

[Seal]

_____

Notary Public for the State of Wyoming
My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION OF REAL PROPERTY

PIDN: _____