

Express Fund Agreement

This agreement is between the Lawton Community Foundation, an Affiliated Fund of the Oklahoma City Community Foundation, and the following donors:

The purpose of the agreement is to establish an Express Fund at the Lawton Community Foundation to be called:

It is expected that the principal amount of the fund will be distributed for the benefit of charitable and educational purposes, which are consistent with the mission, and purpose of the Lawton Community Foundation. The donor to the fund may name a successor advisor to the fund or may express intentions for the use of any balance in the fund after the time at which he or she is no longer able to provide recommendations for the use of the fund. These instructions may be attached to this fund agreement in Appendix A.

The primary donor contact on the fund shall be

All Lawton Community Foundation reports and correspondence shall be directed to this donor contact. All recommendations to the Lawton Community Foundation Trustees should come from this donor contact or from a successor as named in Appendix A.

The initial gift to establish this fund shall be _____
(or listed in Appendix B). Additional gifts to this fund can be made at any time in any amount and are subject to this fund agreement and any amendments made by the donor and the Lawton Community Foundation.

This fund shall be governed by the Express Fund Policy of the Lawton Community Foundation. Specifically including the following:

1. As required by the Internal Revenue Service, all grants shall be subject to the final approval of the Trustees of the Lawton Community Foundation or shall be approved according to the Foundation's advised fund grant approval procedures and shall be consistent with the Lawton Community Foundation's policy for Express Funds. No benefit shall be received by the donor or anyone related to the donor from any grant made from this fund. All distributions will be identified by the fund name unless requested by the donor or fund contact to remain anonymous.
2. Express Funds, which are established with securities or other non-cash assets, will be credited with the net amount available after the sale of the asset. No grants from an Express Fund will be made until assets are converted to cash. No grants will be made in excess of the balance in the fund at any time. The donor's charitable deduction will be based on the market value of the asset at the time of the gift, which may be greater than or

less than the net sale proceeds depending on the timing of the sale and commissions charged. The donor will be provided with an acknowledgment of the gift amount for income tax reporting.

3. Express Funds are charged no administrative fees and receive no earnings. There is no limit on the number of grants, and there is no minimum grant amount. There is no time limit within which grants must be made from the Express Fund.
4. It is the intention of the Trustees of the Lawton Community Foundation to administer this fund in keeping with the intentions of the donor as expressed in Appendix A and any amendments made to Appendix A. Funds received by the Lawton Community Foundation are subject to Variance Power, described by U.S. Treasury Regulations as the power of the governing board (Trustees of the Lawton Community Foundation) to modify any donor restrictions if they determine them to become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.
5. Annual reports will be provided to the donor contact for all fund activity for the year as long as there is a balance in the fund at the end of the Lawton Community Foundation fiscal year. Acknowledgment of all gifts made to the fund and all grants made from the fund are sent to the donor contact at the time of the transaction. Fund balances are available to the donor contact at any time through the Lawton Community Foundation's administrator, the Oklahoma City Community Foundation.

It is the intention of the Trustees of the Lawton Community Foundation that all Express Funds shall be operated as component funds of the Lawton Community Foundation and all gifts shall be deductible to the donor to the fullest extent allowed for gifts to public charities. This agreement is subject to any amendments in Express Fund policy necessary to comply with regulations of the Internal Revenue Service for charitable gifts or the operations of component funds of a public charity.

Donor(s):

Lawton Community Foundation:

Date: _____

Date: _____

**EXPRESS FUND AGREEMENT
APPENDIX A**

_____Fund

All instructions in this appendix and any amendments to this appendix shall be consistent with the Lawton Community Foundation's policy for Express Funds.

In case of the inability of the primary donor to continue to provide recommendations, the following shall serve as the successor advisors:

The successor advisor shall receive all reports and provide the Lawton Community Foundation with recommendations for grants from the fund.

In the event that both the donor(s) and the successor advisor(s) are unable to provide recommendations for this fund, the Trustees of the Lawton Community Foundation shall use the balance of this fund to support the following organizations or charitable purposes in the Community: (Designations may be made as specific amounts or as a percent of the funds available. A general field of interest may also be indicated.)

Donor(s):

Lawton Community Foundation

Date_____

Date:_____