

Gift 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 a Gift 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 advice 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 will come from this donor contact or from a successor as named in Appendix A.

The initial gift to establish this fund shall be _____ or as 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 Gift Fund Policy of the Lawton Community Foundation. Specifically including the following:

- I. 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 Gift Funds. No benefit shall be received by the donor or anyone related to the donor from any grant made from this fund. All grants will be identified by the fund name unless requested by the donor or fund contact to remain anonymous.

2. The Gift Fund shall be invested as part of the Oklahoma City Community Foundation investment pool receiving a proportionate share of income and capital appreciation or loss. The Oklahoma City Community Foundation is the administrator of the Lawton Community Foundation. The fund will be charged an annual administrative fee (based on the market value of the fund) of one percent (1%) on the first \$100,000, seventy-five basis points (0.75%) on the next \$900,000 and fifty basis points (0.50%) on the value above \$1 million. The minimum annual fee for the fund is \$100.

3. A portion of the Gift Fund may be invested in a money market option at the Oklahoma City Community Foundation at the request of the donor. Changes in asset allocation between the Oklahoma City Community Foundation investment pool and the money market option may be made once each calendar quarter.

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 as to distributions if they determine them to become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

5. The Lawton Community Foundation will provide regular financial and investment reports to the donor contact. Online access to fund balances, gift and grant history, and regular reports is available through DonorCentral, the Lawton Community Foundation's online advised fund reporting services. DonorCentral is available to all Gift Funds. Acknowledgment of all gifts and grants will be made at the time of the transaction to the primary donor contact.

It is the intention of the Trustees of the Lawton Community Foundation that all Gift 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 the Gift 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: _____

Appendix A GIFT FUND

_____ Fund

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

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

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

In the event that both the donor(s) and the successor advisor(s) are unable to provide advice 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: _____