



DONOR ADVISED FUND
TERMS AND CONDITIONS

The following describes the terms and conditions for establishing and maintaining a donor advised fund at the CATHOLIC COMMUNITY FOUNDATION ("THE FOUNDATION"), a nonprofit corporation established under the law of the State of Arizona, with its principal office located at 400 East Monroe Street, Phoenix, Arizona 85004.

1. THE FOUNDATION. THE FOUNDATION is organized exclusively for charitable purposes as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), including the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code. Its tax exempt purposes include the solicitation, receiving, holding, investing, administering of donated unrestricted or donor restricted funds or property, and the contribution from time to time, in the manner, at the time and to the extent authorized by the Board of Directors of THE FOUNDATION, the income received by THE FOUNDATION on such funds or property, to aid in the operation of any charitable programs not in conflict with the values and teachings of the Roman Catholic Church. Nothing herein will affect the status of THE FOUNDATION as an organization described herein.

2. Establishing a Fund. Donors may establish a donor advised fund (the "FUND") by submitting to THE FOUNDATION a completed Donor Advised Fund Agreement Form and related attachments (the "AGREEMENT"), which donor certifies to THE FOUNDATION, to the best of donor's knowledge, contains true and accurate information, and donor will notify THE FOUNDATION promptly of any changes thereto. The FUND will be managed in accordance with these terms and conditions and applicable law.

3. Funding the FUND. Contributions may be made to the FUND at any time and are irrevocable and such assets shall be the property of THE FOUNDATION held by it in its corporate capacity and shall not be deemed a trust fund held by it in a trustee capacity. Contributions may be in the form of cash equivalents (checks and credit card), real estate, marketable securities or business interests. Contributions other than cash equivalents or marketable securities may be subject to approval by THE FOUNDATION. Contributions may be made using the Donor Advised Fund Deposit Form or the Donor Advised Fund Automatic Payment Request Form or other form as prescribed by THE FOUNDATION from time to time.

4. FUND Assets. The FUND shall include the contributions as may be made from time to time to THE FOUNDATION for inclusion in the FUND and income of the FUND. THE FOUNDATION shall have the ultimate authority and legal control over all property in the FUND, and the income derived therefrom, in accordance with the Articles of Incorporation and Bylaws of THE FOUNDATION (as they may be amended from time to time), and these terms and conditions applied in a manner not inconsistent with said Articles and Bylaws.

5. Terms and Conditions of the FUND.

(A) Advisors. Donors establishing a FUND may designate in the AGREEMENT themselves or any persons to be advisors to the FUND. Individuals named as “Advisors” may recommend grants to be issued from the FUND. If a FUND is advised jointly, upon the death of one advisor, the remaining advisor(s) retains fund advisory privileges.

(B) Successor Advisors. The current Advisors to the FUND (including a Successor Advisor) may designate in writing to THE FOUNDATION any person to be a “Successor Advisor” to exercise the privileges and duties of an Advisor upon an Advisor’s death, incapacitation or resignation. Successor Advisors may assume the privilege to advise the FUND only after the death, incapacitation or resignation of the all initially named Advisors. The Successor Advisor(s) may be required to provide written notification and sufficient proof of the initial named advisors’ death,

incapacitation or resignation prior to assuming the privileges and duties of an Advisor. Each designation of a Successor Advisor shall be made by an instrument in writing delivered to THE FOUNDATION, and if more than one instrument is delivered to THE FOUNDATION, the last instrument received from the last Advisor entitled to make such designation shall be controlling.

(C) Advisory Period Ends. In the event that no Successor Advisors are designated in accordance with the foregoing paragraph (B), the FUND will support the donor's named organizations or fields of interest as set forth on the AGREEMENT or, if no charitable fields of interest are specified, to support a wide range of charitable purposes at the discretion of THE FOUNDATION.

(D) Grant Recommendations. Advisors may make grant recommendations from the assets of the FUND using the Donor Advised Fund Grant Recommendation Form or other method prescribed by THE FOUNDATION from time to time. All grants are made for charitable, religious, scientific, literary, or educational purposes (collectively, "charitable purposes"). Recommendations may be made for grants to any organization that is described Code Section 170(c)(2), 501(c)(3), 2055(a)(2) or 2522(a)(2) (except for private foundations as defined by Code Section 509(a)) (a "qualified organization").

(E) Grant Restrictions. THE FOUNDATION reserves the right to perform additional due diligence and to decline to make a recommended grant to a qualified organization, including, without limitation:

(i) where the grant will confer a more than incidental benefit on FUND donors, Advisor(s)/Successor Advisor(s), other person with grant recommendation privileges or other third party (improper benefits include loans, compensation or similar payments, school tuition, scholarships sent directly to individuals, certain dues and membership fees, all or a portion of the cost to attend a charitable or other event, goods bought at charitable auctions, raffle tickets or certain other goods and services, or satisfaction of a financial obligation of any individual or entity, including pledges);

(ii) where the grant will be used for lobbying, for political contributions, or to

support political campaign activities;

(iii) where the grant will be used for improper purposes;

(iv) where the FUND donors, Advisor(s)/Successor Advisor(s) and/or related persons control the recipient organization;

(v) where THE FOUNDATION provides a substantial portion of the recipient organization's public support; and

(vi) for other reasons in accordance with THE FOUNDATION policies.

(F) Investment of Assets. Funds of THE FOUNDATION are professionally managed to safeguard principal and achieve a competitive rate of return through THE FOUNDATION's investment pools. The FUND may be managed by THE FOUNDATION pursuant to the recommendation for investment set forth in the Donor Advised Fund Investment Recommendation Form, which may be updated from time to time by an Advisor or Successor Advisor. Income, investment gains or losses, and fees are allocated to the FUND on a monthly basis. Investment pool performance is not a measurement of the FUND's specific performance but is a representation of the FUND's fractional interest in the investment pool activities on a consolidated basis.

(G) Administrative Provisions. In consideration of its acceptance, administration, accounting and distribution of the FUND, THE FOUNDATION shall receive an annual fee, payable in quarterly installments, in such amounts in accordance with THE FOUNDATION's fee schedule from time to time in effect. The FUND may also be charged amounts incurred by THE FOUNDATION for investment fees and legal, investment advisory and other services and that such charges may be allocated to the FUND on a fractional interest basis, taking into consideration all funds administered by THE FOUNDATION, despite the fact that such fees and services may not benefit the FUND directly. All fees shall be charged against the income of the FUND and, to the extent the income of the FUND is insufficient, against the assets of the FUND. THE FOUNDATION shall notify the Advisor in advance of any changes in fees which are enacted by the

Board of Directors of THE FOUNDATION. Such fee shall at all times be reasonable and proper.

6. Variance Power. The FUND is subject to THE FOUNDATION's "variance power," granting THE FOUNDATION's Board of Directors the power to modify any restriction related to the funds in the FUND for any specified charitable, educational, literary, religious or scientific purposes or to specified organizations if, in the sole judgment of THE FOUNDATION's Board of Directors (without the necessity of the approval of any other party), such restriction becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with charitable, educational, literary, religious or scientific needs.

7. Conflict of Terms. In the event of an inconsistency between these terms and conditions and any other terms and conditions appearing elsewhere in connection with donor advised funds held at THE FOUNDATION, these terms and conditions shall govern. THE FOUNDATION reserves the right to take any actions at any time which, in its discretion, it deems reasonably necessary or desirable for the proper administration of any fund to comply with applicable law.

ATTACHMENTS:

- Donor Advised Fund Agreement Form
- Donor Advised Fund Deposit Form
- Donor Advised Fund Automatic Payment Request Form
- Donor Advised Fund Grant Recommendation Form
- Donor Advised Fund Investment Recommendation Form

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