



DONOR ADVISED FUND AGREEMENT

Ohly Americas Corporate Donor Advised Fund

This Agreement is made by and between **Ohly Americas**, (“Donors”) and the Community Foundation of Dunn County, Inc., a Wisconsin non-profit corporation (“Foundation”).

WHEREAS, the Foundation strives to respond to the changing needs of the Dunn County area by building permanent charitable capital through individual, corporate and organizational donations.

WHEREAS, the Donors desire to make a lasting contribution to the community by making a donation to the Foundation through use of a Donor Advised Fund.

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

Creation of the Fund

The Donors wish to establish a non-endowed Donor Advised Fund and have irrevocably assigned, conveyed, transferred and delivered to the Foundation, and the Foundation has accepted the initial gift of approximately \$2,000 to be held by the Foundation, together with any other property the Foundation may subsequently receive, hold or acquire under this Agreement and all undistributed income from such property, as a component fund for the uses and purposes, subject to the terms and conditions, as set forth in this Agreement.

The name of the Fund shall be (“The Fund”) and the Advisor to this Fund shall be Ohly Americas located at 1115 Tiffany St, Boyceville, WI 54725. The Successor advisors shall be the Community Foundation of Dunn County.

Management of Fund

The Foundation shall hold, manage, invest and reinvest the Fund, shall collect the income and shall make and disburse grants from the Fund exclusively for general charitable uses and purposes, in accordance with the provisions specified in the Foundation’s Articles of Incorporation

and Bylaws which provisions are hereby incorporated by reference. Assets of the Fund may be commingled for purposes of investment with other assets of the Foundation. For purposes of this Agreement, the term "charitable uses and purposes" is defined as all of those activities, uses and purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986, as from time to time amended ("Code").

Use of Fund

It is understood that this Fund will be administered for charitable purposes in accordance with the "Policies Governing Donor Advised Funds," a copy of which has been provided to the undersigned and is incorporated by referenced into this agreement. Donor or others may add to the Fund at any time.

Administration Expenses

The Foundation shall charge the Fund fees including investment fees and management fees to the extent sufficient for reasonable and proper compensation for services and expenses of the Foundation. Fees differ based on the type of fund. The current amounts to be charged against the Fund are set forth in the Foundation's Fee Policy which is available upon request and on the Foundation's Web site. At the time of the execution of this Agreement, the Fee Policy is 1.75% of total net assets assessed quarterly.

Distributions

Distributions from the Fund shall be made at such times, in such amounts, in such ways and for such purposes as The Community Foundation shall determine with advice from the Donors. Donors may designate their current or future gifts as non-endowed. Non-endowed funds are also referred to as "non-permanent funds". The balance of a non-endowed fund is available for granting in part or in whole at any time.

Grant Recommendations

The Donors may submit recommendations to the Foundation with respect to grant distributions. Recommendations with respect to distributions made by the Donors are solely advisory and the Foundation is not bound by any such recommendations.

Grant recommendations received from the Donors shall be forwarded in writing to the Foundation on a Grant Recommendation Form provided by the Foundation or via the Fund Holder Portal.

Fund as Component of Foundation

The parties intend that the Fund shall be a component part of the Foundation as defined in section 1.170A-9(f)(11) of the Income Tax Regulations and that nothing in this agreement shall affect the status of the Foundation as an organization described in section 501(c)(3) of the Code and which is not a private foundation within the meaning of section 509(a) of the Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and to conform to the requirements of the applicable provisions of the Federal tax laws and any regulations issued under them.

The Fund is subject to the policies and procedures of the Foundation which may change from time to time. Policies are available upon request or available on the Foundation's Web site.

Foundation in Good Standing

All transfers of property under this instrument are subject to the condition that the Foundation, as of the date of transfer, is classified in good standing by the Internal Revenue Service as an organization described in section 501(c)(3) of the Code and which is not a private foundation as defined in section 509(a) of the Code.

Governing Law

The Fund shall be administered in and under the laws of the State of Wisconsin, and this instrument and its validity shall be governed by and interpreted in accordance with said laws.

Variance Power

The Board shall have the power, as required by the United States Treasury Regulations, to modify any restrictions or conditions on the distribution of funds for any specified charitable purpose or to specified organizations if in the sole judgment of the Board (without the approval of any advisor trustee, custodian or agent) such restrictions or conditions become, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or the area served. The Board shall exercise this power consistent with the principal of maintaining, as close as possible the original intent of the Donors.

Confidentiality

All information of donors and prospective donors shall only be disclosed within the guidelines of the Foundation's Confidentiality policy.

IN WITNESS WHEREOF, the Donor and the Foundation have executed this Agreement on the date appearing below their signatures.

DONORS

Alex Jasper _____ Date _____

THE COMMUNITY FOUNDATION OF DUNN COUNTY, INC.

Georgina Tegart, Executive Director _____ Date _____

Accepted by the Board of Directors _____, 20_____

William Butsic, Board Chair _____ Date _____