



COMMUNITY FOUNDATION

of Greater Dubuque

FIELD OF INTEREST ENDOWMENT FUND AGREEMENT

THE TSMJ COLORECTAL CANCER DETECTION ENDOWMENT

THIS AGREEMENT, dated this 16 day of October 2018 by Allan P. and Letha A. Rahn (hereinafter referred to as "Donor") to evidence the absolute transfer by the Donor of certain property to the Community Foundation of Greater Dubuque (herein after referred to as the "Foundation") for its public, charitable, scientific, literary and educational purposes, in order to establish with such property a Field of Interest Endow Iowa Endowment Fund under the Endow Iowa provisions under Iowa Code Section 15E.301 et.seq.

It is hereby acknowledged that the terms of this fund and its future administration are intended to comply with the terms and conditions of Endow Iowa legislation including but not limited to the provision that the Fund be a permanent endowment, as defined, and that the Fund benefit Iowa charities or Iowa charitable causes, and that it be established in a qualifying Community Foundation as defined.

The Donor retains the privilege of naming the recipient Iowa agency(ies) and/or Iowa charitable program(s) to which distributions from the Fund shall be made. This shall be done in accordance with the provisions set forth below.

1. **NAME OF FUND:** The name of the Fund established with property transferred hereunder (the "Fund") shall be the THE TSMJ (THANKYOU SO MUCH JENNIFER) COLORECTAL CANCER DETECTION ENDOWMENT
2. **INITIAL CONTRIBUTION:** The ultimate purpose of this gift(s) is to create Field of Interest Endow Iowa Endowment with opportunity for the Donor or anyone else to make future contributions to the Fund at any time. The Donor hereby gives, assigns, and transfers to the Foundation, a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code, for its public, charitable, scientific, literary and educational purpose \$10,000 The Donor(s) understand that

this is an irrevocable gift, which will be used to establish and maintain a charitable fund of the Foundation, subject to the Foundation's governing documents and bylaws. The Foundation may also receive additional contributions to add to this Fund.

3. **ACCEPTANCE OF PROPERTY:** The Foundation hereby accepts the property transferred and affirms that it will hold such and any additional property transferred to the Fund on the terms and subject to the conditions set forth by this agreement for a Field of Interest Endow Iowa Endowment Fund. The guidelines and procedures for such Funds are described in the Foundation's governing instruments, including its Articles of Incorporation and Bylaws, in effect, as amended from time to time.

4. **FUND MANAGEMENT:** Control over the investment or reinvestment of such property and the asset management of the Fund will be exercised exclusively by the Foundation. The assets of the Fund, like all other permanent assets of the Foundation, will be professionally managed with the long-term objectives of safeguarding principal, increasing the principal through long-term total return, and generating income for charitable distributions. To attain these objectives, the remainder for the growth after authorized distributions and expenses will be added back to the principal.

5. **ADMINISTRATIVE FEE:** The Foundation shall receive an annual allocation for administrative services. The donor agrees to be bound by the most current schedule of fees published by the Foundation. The donor further understands that the fee schedule is subject to modification and may be increased or decreased at the sole discretion of the Foundation's Board of Directors. Allocations will be paid from the corpus of the Fund.

6. **VARIANCE POWER:** This Fund is a component fund of the Foundation and its assets are assets of the Foundation. The Fund is subject to the Foundation's governing instruments including the Foundation's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgment of the governing body (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect,

unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.

7. **FUND NOT A SEPARATE TRUST:** The assets of the Fund shall be the assets of the Foundation and not a separate trust. The Fund shall be organized and administered so that the federal income tax status of the Foundation as a public charitable organization under Section 501 (c)(3) of the Code, will not be adversely affected under this arrangement. This agreement will be interpreted in a manner consistent with the federal income tax provisions and regulations that govern the operation of the Foundation, and it may be amended from time to time by the Foundation's Board of Directors to conform to such provisions and regulations.

8. **NO AMENDMENT:** The Donor understands and declares that this donation is absolute and irrevocable and that, after the execution of this instrument, the Donor has no right, title, interest, or incidents of ownership in the property transferred to this Fund. The Donor has no right to alter, amend, or terminate **this instrument**.

9. **DISTRIBUTIONS:** The Foundation will make annual distributions from the net income and/or corpus of the Fund in accordance with the Foundation's current Spending Policy, for supporting activities focused on the detection of colorectal cancer, as advised by the donors. The Successor Advisor is the Lanark Area Community Foundation Board. Unless the Donor specifically requests anonymity, recipients of grants from this Fund will be notified as to the name of the Fund and the Donor. In addition, information about such grants will be published in the Foundation's annual report, periodic news releases, etc. However, the Donor stipulates that although existence of the Fund may be publicized, the value of the Fund and the amounts of specific grants shall not be publicized.

Please Forward Endowment Support/Enhancement Contributions To:

*The tsmJ Colorectal Cancer Detection Endowment
C/O Community Foundation of Greater Dubuque
700 Locust Street, Suite 195
Dubuque, IA 52001*

IN WITNESS WHEREOF, this Agreement has been executed by the Donor and on behalf of the Foundation on the day and year first above written.

BY: Allen P. Rahn

Donor

BY: Letha A. Rahn

Donor

BY: MJ Smith

Community Foundation of Greater Dubuque

MJ Smith, Dir. Of Affiliate Foundations

BY: Nancy Van Milligen

Community Foundation of Greater Dubuque

Nancy Van Milligen, President/CEO