

# **Gift Acceptance Committee**

## Policy and Guidelines

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WatersEdge



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# 1 GIFT ACCEPTANCE POLICY AND GUIDELINES

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## 1.1 PURPOSE

The Baptist Foundation of Oklahoma, doing business as WatersEdge (WatersEdge), was organized in 1946 by the Baptist General Convention of Oklahoma, doing business as Oklahoma Baptists, as its sole incorporated trust agency, offering a means whereby Southern Baptists may provide perpetual support for Southern Baptist causes within Oklahoma and around the world. The mission of WatersEdge is to inspire generosity and multiply gifts that strengthen ministry.

This Gift Acceptance Policy is set forth by the Board of Directors (Board) of WatersEdge in order to ensure that all charitable gifts through WatersEdge advance the mission of WatersEdge. This policy has been developed to establish standards by which charitable gifts may be accepted by WatersEdge, while providing flexibility on a case-by-case basis. WatersEdge anticipates that donors who utilize WatersEdge's charitable gift planning services will desire to advance Oklahoma and Southern Baptist ministries.

## 1.2 SCOPE

This policy is designed to ensure that all charitable gifts through WatersEdge are structured to provide maximum benefits for the donor, WatersEdge and WatersEdge's Gift Recipients (defined below). Because certain gift situations may be complex, more costly than beneficial, or restricted in a manner not in keeping with the mission of WatersEdge; this policy has been developed to establish standards by which all gifts will be evaluated, as well as a formal process for carrying out such evaluations.

## 1.3 RESPONSIBILITY

### 1.3.1 Advancement Committee (Committee)

The Committee is a standing committee of the Board created to fulfill the responsibilities of the Board related to the acceptance of charitable gifts. As a standing committee, they report to the Board and only discharge those responsibilities specifically assigned to them by the Advancement Committee Charter.

The Committee is responsible for directing, monitoring and evaluating the receipt of charitable gifts as defined within the scope of this policy. In addition, the Committee is authorized by the Board to fulfill its responsibilities for policy oversight and strategic plan administration. The specific responsibilities of the Committee may be found in the Advancement Committee Charter.

### 1.3.2 Gift Acceptance Committee

Responsibility for ensuring compliance with the requirements of this policy is assigned to the Gift Acceptance Committee of WatersEdge. The Gift Acceptance Committee is composed of WatersEdge's Chief Operating Officer as chairperson along with the Vice President, Advancement; Vice President, Trust Administration; Chief Investment Officer, and Corporate Counsel. Additional staff may be invited to participate with the Gift Acceptance Committee on an as-needed basis.

The Gift Acceptance Committee may approve gifts that comply with this policy along with vetting Gift Recipients that desire to utilize the services of WatersEdge in the advancement of their mission. The Gift Acceptance Committee may approve grants from donor advised funds. The Gift Acceptance Committee may make recommendations to the Committee to accept gifts that may be exceptions to this policy. The Gift Acceptance Committee reports to the Committee on a quarterly basis.

## 1.4 PRINCIPLES

### 1.4.1 Statement of Faith

The Baptist Foundation of Oklahoma declares the Bible as WatersEdge for its faith and practice, and affirms as its confession of faith, the Baptist Faith and Message, as revised and adopted in 2000 by the Southern Baptist Convention.

### 1.4.2 Provider of Charitable Gift Planning Services

WatersEdge may provide charitable gift planning services to donors who wish to make charitable gifts to Oklahoma or Southern Baptist ministries in addition to other partner ministries (collectively, "Gift Recipients"). All Gift Recipients must be charitable organizations that are tax-exempt under IRS Code Section 501(c)(3) and are public charities under Code Section 509(a)(1), (2), or (3). Additionally, all Gift Recipients must meet the vetting guidelines described in paragraph 8.6.1. below.

Endowed and outright gifts are acceptable. If the donor elects to make an outright gift to a Gift Recipient, that gift must be distributed to WatersEdge as custodian for the Gift Recipient.

### 1.4.3 Best Interest of Donors and WatersEdge

WatersEdge seeks to implement a gift acceptance policy that will protect the best interest of the donor and the mission of WatersEdge.

### 1.4.4 Types of Charitable Gifts

WatersEdge encourages charitable giving through arrangements such as, but not limited to:

- Bequests
- Revocable trusts
- Endowments
- Charitable Gift Annuities
- Charitable Remainder Trusts
- Charitable Lead Trusts
- Donor Advised Funds
- Life Estates
- Bargain Sales
- Scholarships

### 1.4.5 Charitable Gift Property

Gifts are subject to acceptance by WatersEdge and may include, but are not limited to: cash, securities, real property, mineral interests, life estates, insurance, annuities, tangible personal property, partnership interests, membership interests, and corporate stock.

#### 1.4.6 Professional Advisors

WatersEdge strongly encourages donors to consult with their professional advisors before making any charitable gifts.

#### 1.4.7 Right of Refusal

WatersEdge reserves the right to refuse or disclaim charitable gifts. In general, charitable gifts in which WatersEdge will realize little or no benefit, or which are made for purposes that are inconsistent with the mission of WatersEdge may be declined. Examples include, but are not limited to, charitable gifts involving tangible personal property (e.g. vehicles, artwork, collections) and certain types of real property (e.g. timeshares, lake lots, mortgaged or other debt encumbered property).

#### 1.4.8 Donor's Mental Capacity

In the event that any individual requesting planned giving or estate planning assistance has questionable mental capacity then WatersEdge reserves the right to abbreviate our level of assistance and refer the donor to legal counsel of their choice.

#### 1.4.9 Donor Acknowledgment

WatersEdge will acknowledge all gifts in a manner that honors the donor and will attempt to protect a donor's anonymity when requested.

#### 1.4.10 Model Standards

WatersEdge complies with the current Model Standards of Practice for the Charitable Gift Planner promulgated by the National Association of Charitable Gift Planners ([charitablegiftplanners.org/standards](http://charitablegiftplanners.org/standards)). WatersEdge also complies with the current Donor's Bill of Rights promulgated by a joint commission of national fundraising associations ([www.ecfa.org](http://www.ecfa.org)).

### 1.5 POLICY STATEMENTS

#### 1.5.1 General Provisions

##### *1.5.1.1 Use of Legal Counsel*

WatersEdge may seek professional counsel in matters relating to the acceptance of gifts when appropriate. Professional advice may be sought for the proposed gifts such as, but not limited to:

- Closely held stock transfers that are subject to restrictions or buy-sell agreements;
- Documents naming WatersEdge as trustee, attorney-in-fact or as guardian;
- Gifts involving contracts, such as bargain sales or other documents requiring WatersEdge to assume an obligation; or
- Transactions with potential conflict of interest that may invoke IRS sanctions.

##### *1.5.1.2 Appraisals*

Certain types of gift property require a qualified appraisal in accordance with IRS rules and regulations in order to substantiate a donor's charitable deduction. Legal and ethical requirements designed to protect the donor and WatersEdge prohibit WatersEdge from appraising gift property. Appraisals, if required by law or particular circumstances, are to be conducted by qualified appraisers independent of WatersEdge. The cost of the appraisal will be the donor's responsibility.

### *1.5.1.3 Receipts*

WatersEdge will receipt all gifts in accordance with IRS rules and regulations. The donor should coordinate with the donor's professional advisors to determine the tax deductibility associated with any gift to WatersEdge.

- Foreign Charities. The issuance of receipts for gifts that will benefit foreign charities shall be reviewed by the Gift Acceptance Committee.
  - Generally, foreign charities that will benefit from Donor Advised Funds must pursue an Equivalency Determination through TrustBridge Global Network (TrustBridge), or similar vendor. A charitable receipt will have been issued for any contribution to a Donor Advised Fund. However, distributions to the foreign charity will need to be processed through TrustBridge.
  - Gifts that will benefit foreign charities outside a Donor Advised Fund may be issued a non-charitable receipt. If a non-charitable receipt is not acceptable to the donor, the funds may be returned to the donor.

The value credited to a Gift Recipient or within a planned giving arrangement described below may be different than the amount determined by IRS receipting rules or from a qualified appraisal due to a variety of factors such as, but not limited to:

- Brokerage fees incurred to liquidate securities;
- Transaction costs;
- Differences in share prices from the gift date to the sell date; or
- Differences between the appraised value compared to the amount realized upon the sale of an asset.

### *1.5.1.4 Evaluation of the Cost or Donor Restrictions Associated with Acceptance of Certain Gifts*

The Gift Acceptance Committee will evaluate proposed gifts to determine whether the cost to WatersEdge associated with receiving the gift may be accommodated prudently. Occasionally, associated costs may weigh against acceptance of a gift. For example, accepting real property may require payment of closing costs, payoff of a debt secured by the property, or physical changes to the property necessary to ensure safety or control environmental hazards.

The Gift Acceptance Committee will evaluate proposed gifts when a donor desires a restriction on the use of their gift. Occasionally, donor-imposed limitations may be impractical or impossible to fulfill necessitating that the proposed gift be declined. For example, a donor may narrowly define a scholarship in such a way that the possibility of identifying a qualified recipient is practically impossible.

The Gift Acceptance Committee will evaluate proposed gifts when a donor desires a restriction on the use of the asset funding the gift. Occasionally, a donor may request that WatersEdge maintain the gift property in its original form for a period of years or indefinitely. The Gift Acceptance Committee may decline to accept gift property when its acceptance is in conflict with the management and disposition of gift property provisions of the Trust Policy and Guidelines or the Investment Policy and Guidelines. For example, a donor may desire to donate real property to WatersEdge but requests WatersEdge to hold the property for 3 years or more.

### *1.5.1.5 Disclaimer*

WatersEdge provides information of a general nature and for educational purposes only. WatersEdge is not engaged in dispensing legal, investment, or other professional advice. Therefore, WatersEdge disclaims responsibility or liability for any loss, costs, or expense which may be incurred as the result of any statements contained in this policy. WatersEdge strongly encourages that independent professional advice be sought by any person using the services of WatersEdge.

#### *1.5.1.6 Professional Relationships*

WatersEdge encourages all donors to seek advice from the donor's professional advisors before completing any charitable gift. If a donor asks for a professional advisor recommendation, a list of at least 3 names (when possible) will be provided. The choice of the professional advisor will be made by the donor. Except as provided herein, any fees or costs associated with review by the donor's professional advisors will be the responsibility of the donor. Any documents submitted by the donor's professional advisors will be reviewed by the Gift Acceptance Committee.

#### *1.5.1.7 Exempt Status*

WatersEdge complies with all Federal and State laws to maintain its status as an exempt organization recognized under Section 501(c)(3) of the Internal Revenue Code. WatersEdge will not carry on any activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code or by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

#### *1.5.1.8 Fiduciary Capacity*

WatersEdge may provide fiduciary services in accordance with WatersEdge's Trust Policy and Guidelines and the Oklahoma Charitable Fiduciary Act (OCFA). WatersEdge may serve as trustee or successor trustee in accordance with OCFA but will not serve as a co-trustee of any type of trust.

#### *1.5.1.9 Fee Schedule*

WatersEdge assesses fees for services in accordance with its Fee Schedule as published in WatersEdge's Trust Policy and Guidelines.

### 1.5.2 Gift Acceptance Provisions

The following provisions relate to the types of charitable gift property WatersEdge may receive along with the planned giving arrangements WatersEdge may administer for the benefit of its Gift Recipients and income beneficiaries. The management and disposition of gift property along with the administration of planned giving arrangements is governed by Trust Policy and Guidelines along with the Investment Policy and Guidelines.

#### *1.5.2.1 Current Gifts*

- Cash
  - Gifts in the form of cash and checks may be accepted by WatersEdge.
  - Checks should be made payable to "The Baptist Foundation of Oklahoma." In no event will WatersEdge receipt a check made payable to an employee of WatersEdge.
- Gifts of Securities

- Publicly Traded Securities: Securities that are traded on any recognized exchange and are consistent with WatersEdge’s Investment Policy and Guidelines may be accepted by WatersEdge.
- Closely Held Securities: Closely held securities, which include debt and equity positions in non-publicly traded companies along with interests in Partnerships and Limited Liability Companies or other ownership forms that are consistent with WatersEdge’s Investment Policy and Guidelines, may be accepted subject to the approval of the Gift Acceptance Committee. The following factors may be considered prior to acceptance of closely held securities:
  - Restrictions on the security that would prevent WatersEdge from liquidating the security;
  - Whether there is a market for the sale of the security; and
  - Whether the security could generate undesirable tax consequences for WatersEdge or for the donor.
- Gifts of Tangible Property
  - In evaluating the costs associated with receiving a gift of tangible property, such as jewelry, artwork, collections, equipment, automobiles, or other personal property, factors such as, but not limited to the following may be taken into consideration:
    - Transportation costs;
    - Storage costs;
    - Cost of selling;
    - Cost of maintenance and repairs;
    - Location of property; or
    - Cost of insurance.
  - Gifts of tangible property will not be accepted under conditions that obligate WatersEdge to own the property in perpetuity.
- Gifts of Real Property
  - Prior to the acceptance of real property, the Gift Acceptance Committee may consider factors such as, but not limited, to the following:
    - Cost of selling the property;
    - Carrying costs such as maintenance, repairs, taxes and insurance;
    - Restrictions, easements, or other limitations associated with the property;
    - Location and marketability of the property; and,
    - Potential for environment issues.
  - Gifts of real property encumbered by a mortgage or other indebtedness will only be accepted as a bargain sale.
  - Prior to acceptance, a visual inspection of the property by WatersEdge may be required.
  - In order for WatersEdge to evaluate a proposed gift of real property the following documents may need to be provided:
    - Real property deed certifying clear title;
    - Most recent real property tax assessment;
    - Plot plan;
    - Substantiation of zoning status;
    - Environmental assessment;
    - Certification by the owner that no violations of state, local or federal law exist on the property;
    - Certification by the owner that no contractual or other donative commitments are attached to the property; or

- Certification by the owner that the property is neither subject of, nor threatened with litigation.
- Retained Life Estate/Remainder Interest in Property
  - WatersEdge may accept a remainder interest in real property subject to the provisions of Gifts of Real Property section above. The donor or other tenants may continue to use the real property for the duration of the stated life. At the conclusion of the life estate, WatersEdge may use or liquidate the property for the ultimate beneficiary.
  - When WatersEdge receives a charitable gift of a remainder interest in real property subject to a life estate, the life tenant will be responsible for the following carrying costs during the life estate portion of the gift:
    - Maintenance cost;
    - Real property taxes; and
    - Insurance.
- Mineral Interests
  - WatersEdge may accept mineral interests subject to the provisions of Gifts of Real Property section above. Criteria for acceptance of mineral interests may include:
    - An evaluation of any liabilities or other considerations that make receipt of the gift inappropriate; or
    - Mineral interest gifts may necessitate an environmental review to ensure that WatersEdge has no current or potential exposure to environmental liability.
- Gifts of Life Insurance
  - WatersEdge may accept life insurance proceeds as gifts when WatersEdge is named as a beneficiary or contingent beneficiary of the policy.
  - WatersEdge accepts life insurance policies when WatersEdge is named as the owner of a paid-up policy. If the policy is not paid up, then WatersEdge may ask the donor to make contributions equal to the premium necessary to keep the policy in force. If such contributions cease WatersEdge reserves the right to surrender the policy.
- Gifts of Tax Deferred Retirement Accounts
  - WatersEdge may accept tax deferred retirement account proceeds when WatersEdge is named as a beneficiary or contingent beneficiary of the account.
- Donor Advised Fund
  - The minimum account size to establish a donor advised fund is \$10,000.
  - The minimum account size to establish a donor advised fund in which the donor's professional advisor is managing the underlying assets is \$100,000.
  - A donor advised fund is a separately identified account composed of contributions made by the donor. Upon receipt of assets in the name of the account, WatersEdge has legal control over the account. However, the donor, or the donor's representative, retains advisory privileges with respect to the distribution of funds and the investment of assets in the account.
  - Funds received by WatersEdge in a Donor Advised Fund are subject to a variance power described in U.S. Treasury Regulations by which the Board may modify any donor's restriction as to distributions should the Board determine the restriction unnecessary, incapable of fulfillment or inconsistent with WatersEdge's mission.
  - The donor may recommend that WatersEdge grant funds to any Gift Recipient. Under limited circumstances, the Gift Acceptance Committee may approve a

grant request to a charitable organization that is not a Gift Recipient. WatersEdge will not approve grants to:

- Individuals;
  - Charitable organizations whose mission is incompatible with the mission of WatersEdge;
  - Private foundations;
  - Non-functionally integrated Type III supporting organizations;
  - Political campaigns, candidates, or to support lobbying activity;
  - Fulfill a legally binding pledge; or
  - Pay for dues, membership fees, tuition, goods from charitable auction, admission to charity events, or other goods or services.
- The Internal Revenue Service requires that WatersEdge approve the grant from the donor advised fund in accordance with WatersEdge's grant approval procedures. The Gift Acceptance Committee will conduct an independent determination of the donor's recommendation, if necessary, to ensure that the grant is being used to meet appropriate charitable needs. This process protects WatersEdge and the donor and insures the full tax-deductibility of the donor's gift.
  - WatersEdge will advise recipient organizations of grants from donor advised funds and will provide the organization with the names of the donor unless the donor requests that the grant be anonymous. The names of donor advised funds held at WatersEdge are not made available to grant seekers or non-profit organizations.
  - No grants from a donor advised fund will be made until available cash is in the account. No grants will be made in excess of the balance in the fund at any time.
  - Donor advised funds may be invested as part of WatersEdge's investments. The donor may allocate the investment allocation by providing directions in writing. The default asset allocation is the Institutional Cash Fund or any other fund in the future which may replace the Institutional Cash Fund.
  - There is no limit on the number of grant requests. There is a minimum grant request amount of \$250.
  - The donor to a donor advised fund may name any individual(s), including a spouse or children as successor advisor(s) to recommend grants from the donor advised fund. If more than one successor advisor is named, then the successor advisor(s) must act jointly. Absent specific, written authorization by the donor, successor advisors may not name additional or successor fund advisors.
  - The donor should list one or more Gift Recipients or areas of charitable interest and the percentage each will receive if funds remain in the donor advised fund and no fund advisor exist. Each percentage may be left as an endowment with WatersEdge or may be distributed as an outright gift. In the event the named Gift Recipient no longer exists or is no longer able to receive grants from WatersEdge, then WatersEdge will make every effort to make a grant as an endowment to an organization that supports similar purposes.
- Endowment Accounts
    - The minimum account size for a new endowment is \$1,000.
    - Donors may create new endowment accounts such as scholarships or legacy funds.
  - Charitable Lead Trusts
    - The minimum account size for a new charitable lead trust is \$25,000.
    - WatersEdge is permitted to serve as trustee of charitable lead trusts. WatersEdge may accept the designation as the lead beneficiary for the benefit of

a Gift Recipient. The Gift Acceptance Committee must approve the nomination of trustee or the designation as a lead beneficiary for the benefit of a Gift Recipient.

#### 1.5.2.2 Deferred Gifts

- Charitable Remainder Trusts (Foundation as Trustee)
  - The minimum account size for a new charitable remainder trust is \$100,000.
  - WatersEdge is permitted to serve as trustee of charitable remainder trusts in accordance with the OCFA. WatersEdge may accept a designation as the remainder beneficiary for the benefit of a Gift Recipient of a charitable remainder trust.
  - The Gift Acceptance Committee must approve the nomination of WatersEdge as trustee of a charitable remainder trust. The charitable remainder trust must be drafted in compliance with applicable state and federal law for WatersEdge to serve as trustee.
- Charitable Remainder Trust (Foundation as 3<sup>rd</sup> Party Administrator)
  - The suggested minimum account size for a charitable remainder trust in which WatersEdge is serving as the 3<sup>rd</sup> Party Administrator is \$250,000.
  - The Gift Acceptance Committee must approve the nomination of WatersEdge as 3<sup>rd</sup> Party Administrator of a charitable remainder trust. The charitable remainder trust must be drafted in compliance with applicable state and federal law for WatersEdge to serve as trustee.
  - A Gift Recipient must be a residual beneficiary of a charitable remainder trust in which WatersEdge is serving as the 3<sup>rd</sup> Party Administrator.
- Charitable Gift Annuities
  - The minimum account size for a new charitable gift annuity is \$10,000.
  - WatersEdge is authorized to issue charitable gift annuities under the laws of the State of Oklahoma. WatersEdge may issue charitable gift annuities in other states depending on registration requirements in those states and other factors considered by the Gift Acceptance Committee.
  - Under current state law, charitable gift annuities must be backed by WatersEdge's assets. Subject to the special circumstances as outlined below, the residuum of a charitable gift annuity must remain at WatersEdge as endowment for the benefit of the Gift Recipient. Under limited circumstances, the Gift Acceptance Committee may approve a charitable organization that is not a Gift Recipient to receive the residuum of a charitable gift annuity.
  - WatersEdge will not accept real property to fund a charitable gift annuity.
  - WatersEdge uses the gift annuity rates suggested by the American Council on Gift Annuities. ([www.acga-web.org](http://www.acga-web.org))
  - The Gift Acceptance Committee will scrutinize proposed charitable gift annuities that have any of the following characteristics:
    - Funding with assets other than cash;
    - Contracts greater than \$150,000 or a contract for a repeat donor which cumulatively exceeds this threshold;
    - Payout rates in excess of the ACGA suggested rates;
    - Deferred contracts for the possibility of reinsurance;
    - Residuum gifts that are outright to Gift Recipients or other charitable beneficiaries; or
    - Special residuum circumstances such as funding a chair.
      - In the event any of the above factors are present, the Gift Acceptance Committee may impose additional requirements before the charitable gift annuity is issued.

- Life Care Services Arrangements
  - WatersEdge may agree to provide Life Care Services as trustee, successor trustee, or attorney-in-fact under the terms and conditions described in WatersEdge’s Trust Policy and Guidelines.
- Gifts from Testamentary Documents (Estate Plans)
  - WatersEdge encourages donors to include WatersEdge in their estate plans as an endowment trustee or as custodian for the benefit of a Gift Recipient and to disclose their intentions to WatersEdge. WatersEdge is available to assist donors who wish to make gifts to WatersEdge for the benefit of a Gift Recipient through their estate plans in cooperation with the donor’s professional advisors.
  - Gift wording for an endowment gift to WatersEdge:
 

I give, devise and bequeath \_\_\_ percent (\_\_\_%) of my residuary estate, to The Baptist Foundation of Oklahoma (EIN: 73-0623038), doing business as WatersEdge Advisors, 3800 N. May Ave., Oklahoma City, OK 73112, as an endowment for the benefit of [Gift Recipient].

Or,

I give, devise and bequeath the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to The Baptist Foundation of Oklahoma (EIN: 73-0623038), doing business as WatersEdge Advisors, 3800 N. May Ave., Oklahoma City, OK 73112, as an endowment for the benefit of [Gift Recipient].
  - Gift wording for a custodial gift to WatersEdge.
 

I give, devise and bequeath \_\_\_ percent (\_\_\_%) of my residuary estate, to The Baptist Foundation of Oklahoma (EIN: 73-0623038), doing business as WatersEdge Advisors, 3800 N. May Ave., Oklahoma City, OK 73112, as custodian for [Gift Recipient].

Or,

I give, devise and bequeath the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to The Baptist Foundation of Oklahoma (EIN: 73-0623038), doing business as WatersEdge Advisors, 3800 N. May Ave., Oklahoma City, OK 73112, as custodian for [Gift Recipient].
  - WatersEdge will not initiate direct contact with persons regarding estate planning assistance but will respond to individuals and families at their request.
  - Estate planning services offered by WatersEdge may include:
    - Discussing the various options in estate planning and matters related to estate planning;
    - Gathering personal, family, and financial data for purposes of evaluation and estate analysis;
    - Determining objectives and preferences regarding the administration and distribution of estate assets; and
    - Reviewing prepared document(s) from a donor’s attorney to confirm compliance with this policy.
  - WatersEdge may provide to the donor’s independent legal counsel, completed worksheet information from donors for the preparation of the donor’s estate planning documents.
  - WatersEdge may provide custodial services for the safekeeping of estate planning documents.

- WatersEdge may provide assistance to donors with revisions or changes as needed in the donor's estate plan. Such revisions or changes may be reimbursed under this policy if the revised estate plan contains a charitable gift as defined below.
- WatersEdge may reimburse the donor for a portion of the donor's legal fees incurred in the execution of the donor's estate planning documents if one of the following categories is present:
  - Testamentary Documents:
    - The will, codicil, revocable trust agreement or trust amendment contains a charitable gift in the event of the death of a single person or upon the death of the surviving spouse;
    - The charitable gift amount is either ten percent (10%) of the residuary estate or a specific amount of at least \$50,000; and,
    - The charitable gift is designated to WatersEdge for the benefit of one or more Gift Recipient(s).
  - Planned Gift in Lieu of Testamentary Documents:
    - The donor completes a Current Gift or Deferred Gift to WatersEdge for the benefit of one or more Gift Recipient(s) which has an initial funding amount of at least \$10,000.
  - Beneficiary Designation in Lieu of Testamentary Documents:
    - The donor provides confirmation of a charitable gift to WatersEdge for the benefit of one or more a Gift Recipient(s) in the form of a beneficiary designation from a retirement account or insurance policy of at least ten percent (10%) of the value of the account or policy, or a specific amount of at least \$50,000.
- Staff members of WatersEdge are prohibited from preparing wills, codicils, revocable living trusts agreements, or amendments to revocable living trust agreements for a donor that contain a charitable gift.
- Staff members of WatersEdge are prohibited from supervising or participating in the execution of wills, codicils, revocable living trust agreements or amendments to revocable living trust agreements for a donor that contain a charitable gift.

## 1.6 GUIDELINES

The Guidelines contained in this Policy and Guidelines are intended to be a guide to all parties involved. Changes to these Guidelines shall be recommended by the Committee to the Board for approval.

Deviations from these Guidelines may also occur from time to time. Such deviations are not considered violations of this Policy and Guidelines. All deviations shall be brought to the attention of the Committee for consideration in advance, if possible. Otherwise, the Committee shall be advised of the deviation at the next scheduled meeting.

### 1.6.1 Vetting Standards for Gift Recipients

*1.6.1.1 WatersEdge desires to serve Gift Recipients that are focused primarily on the advancement of the Gospel. In general, WatersEdge will consider the following organizations as Gift Recipients:*

- Churches, associations, state Baptist conventions, or entities associated with state Baptist conventions;
- The Southern Baptist Convention or entities aligned with the Southern Baptist Convention; or
- Organizations that have adopted WatersEdge's Statement of Faith.

*1.6.1.2 WatersEdge may also consider as a Gift Recipient, charitable organizations that are closely aligned with an entity described in paragraph 8.6.1.1 above. The following factors may be considered for this classification:*

- The leadership (board or executive) of the organization is comprised predominantly of members of an existing Gift Recipient;
- The organization was created by an existing Gift Recipient as a separate organization; or
- The organization's mission is to advance a purpose closely aligned with an existing Gift Recipient.

*1.6.1.3 At least once every 5 years or earlier at WatersEdge's discretion, the Gift Acceptance Committee will determine if an organization under paragraph 8.6.1.2 above should continue to maintain the classification as a Gift Recipient.*

*1.6.1.4 Any organization granted Gift Recipient status under paragraph 8.6.1.2 will acknowledge WatersEdge's Statement of Faith.*

*1.6.1.5 Approval of Gift Recipients shall be at the sole discretion of the Gift Acceptance Committee.*

*1.6.1.6 The Gift Acceptance Committee may remove Gift Recipient status from any organization with or without cause or prior written notice.*

### 1.6.2 Third Party Administration of Discretionary Trusts

WatersEdge strongly discourages donors from giving WatersEdge discretionary authority over distributions from trust accounts. In the event a trust gives WatersEdge discretionary authority; WatersEdge may use the services of a third-party administrator to facilitate discretionary decisions.

### 1.6.3 Estate Planning Legal Fee Assistance

WatersEdge may offer assistance toward the costs associated with drafting estate planning documents that contain charitable gifts consistent with this policy. Assistance is limited to the lesser of the actual attorneys' fees incurred by the donor or \$500. Documentation of a complying gift and attorneys' fees paid must be provided to WatersEdge to qualify for this assistance.

### 1.6.4 Donor Recognition Provisions

*1.6.4.1 WatersEdge may honor donors through a variety of methods. Beginning January 1, 2005, WatersEdge created the following levels of recognition:*

- Legacy Society (Lifetime Giving through WatersEdge)
  - Pillar                 \$250,000
  - Builder              \$100,000
  - Architect            \$25,000
- President's Circle (Bi-Annual Giving through WatersEdge)
  - Gold                 \$10,000
  - Silver                \$5,000
  - Bronze               \$1,000

*1.6.4.2 Auguie Henry Society – In honor of Dr. Auguie Henry, Executive Secretary-Treasurer of WatersEdge, 1949-1967, and his commitment to furthering gifts for Southern Baptist ministries, we have chosen to honor individuals who have designated future gifts to Gift Recipients through WatersEdge.*

*1.6.4.3 WatersEdge reserves the right to change or eliminate donor recognition. Therefore, past, current or future donors should not rely on the stated donor recognition levels in this policy.*

## 1.7 ADOPTION AND REVISION

*Adopted: December 15, 2017*

*Last Revised: April 26, 2019*

Version #: 1.0  
Date of Adoption: December 15, 2017  
Authors: Mike Romero  
Revisionary Synopsis: This Policy completely replaces the previously existing Gift Acceptance Policy.

Version #: 1.1  
Date of Adoption: January 25, 2019  
Authors: Mike Romero  
Revisionary Synopsis: Removal of references to MustardSeed, update to reflect new Board Committee tasked with oversight, and to change “giving fund” references to “donor advised fund.”

Version #: 1.2  
Date of Adoption: April 26, 2019  
Authors: Mike Romero  
Revisionary Synopsis: Updated sections addressing CRTs and DAFs to provide for advisory account administration.

Reviewed by: Kristen Karr  
Review Date: October 25, 2019  
Changes Recommended: None

Version #: 1.3  
Date of Adoption: January 31, 2020  
Authors: Gift Acceptance Committee

Revisionary Synopsis: Updating of committee name to Advancement Committee; updating of staff titles; addition of provisions regarding Donor Advised Fund gifts that are to distributed to foreign charities; provisions for the issuance of non-charitable receipts for gifts to foreign charities other than through a Donor Advised Fund; updating of the default asset allocation for Donor Advised Funds; the addition of areas of charitable interest for any funds that may remain in Donor Advised Funds; and, approval of Gift Recipients at the sole discretion of the Gift Acceptance Committee.

Version # 1.4

Date of Adoption: October 30, 2020

Author: Julie Stanley

Revisionary Synopsis: Modifications to add substitute references to the Foundation to WatersEdge and to allow for Life Care Services, specifically with regard to WatersEdge being named trustee, successor trustee, or attorney-in-fact under the terms and conditions described in WatersEdge's Trust Policy and Guidelines.

Version # 1.5

Date of Adoption: January 29, 2021

Author: Julie Stanley

Revisionary Synopsis: Modifications to add the power of successor advisors for donor advised funds, to require that testamentary gifts be given to WatersEdge as endowment or custodian.