ALL SAINTS' EPISCOPAL CHURCH CHICAGO, IL
Planned Giving and Gift Acceptance Policy

I. INTRODUCTION

The All Saints' Episcopal Church (the "Church") encourages gifts to help sustain the Church's financial needs, mission and purposes. The Church is committed to being a good steward of all gifts and to following a disciplined path in receiving and disposing of such gifts with the understanding that these gifts are to be used to glorify God, provide for the future of our community, and further our mission and work towards creating a more just world. This Planned Giving and Gift Acceptance Policy (the "Policy") applies to all gifts to the Church of any kind.

II. PURPOSE AND PROCEDURE

This Policy provides guidance to the Vestry, the Gift Acceptance Committee, prospective donors, and outside advisors who may assist with the gift planning process. In general, this Policy is intended to serve as a guide and allows for some flexibility on a case-by-case basis. However, the gift review process outlined below is intended to be followed closely.

III. DONOR RECOGNITION

A donor may choose to remain anonymous. All information obtained from or about a donor or prospective donor shall be held in confidence by the Church and shall not be made public without the approval of the donor or the donor's representative.

Subject to the immediately preceding paragraph, gifts, donors and those honored by gifts will be recorded and recognized in the Church's records.

Commemorative plaques are discouraged. Discreet inscriptions on an item are permissible in consultation with the Rector.

IV. PROFESSIONAL ADVISORS

Prospective donors are strongly encouraged to consult with their own independent advisors regarding the legal, tax, financial and other consequences of a planned gift to the Church before making a gift. The Church will not provide legal, tax, financial or other advice relating to a gift to a donor or prospective donor.

The Church may seek the advice of its own legal, tax, financial and other professional advisors in all matters relating to a gift when appropriate.

V. CONFLICTS OF INTEREST

As is noted above, prospective donors are strongly encouraged to seek advice and assistance from independent advisors when considering a gift to the Church. A donor's interests are best protected when the donor has a full understanding of the consequences of a gift before making the gift.

The relationship of a donor's representative or professional advisor with the Church (for example, if the representative or advisor is an employee or agent of the Church or is a member of the Vestry or the Gift Acceptance Committee) shall be disclosed to the donor. If a donor's representative or advisor is a member of the Vestry or the Gift Acceptance Committee, then the representative or advisor:

1. must disclose his or her relationship to the Church to the prospective donor; and
2. shall abstain from participating in any discussion or decision by the Vestry or the Gift Acceptance Committee related to the donor's proposed gift.

No person shall act or purport to act at the same time as an advisor or representative of both the Church and a donor with respect to the donor's gift (or proposed gift) without the express written consent of both the Church and the donor.

VI. GIFT ACCEPTANCE COMMITTEE

The Gift Acceptance Committee shall consist of the following four (4) members:

1. the Rector;
2. one member of the Vestry;
3. one member of the Finance Committee; and
4. the Treasurer (non-voting member).

On or before the Vestry's organizational meeting each year, the Rector shall nominate one member of the Vestry and one member of the Finance Committee to serve on the Gift Acceptance Committee. At the Vestry's February meeting, the Vestry shall give due consideration to the Rector's nominations and shall elect one member of the Vestry and one member of the Finance Committee to serve on the Gift Acceptance Committee.

Each person so elected shall serve on the Gift Acceptance Committee for a term beginning on the date of his or her election and continuing until the Vestry's February meeting in the following year

or until his or her successor has been duly elected by the Vestry. Any vacancy occurring prior to the expiration of a person's term shall be filled by the Vestry.

The Treasurer shall be a non-voting member of the Gift Acceptance Committee. The remaining three (3) members of the Gift Acceptance Committee shall be voting members. At any meeting of the Gift Acceptance Committee, two voting members shall constitute a quorum, and the Gift Acceptance Committee shall act only by the affirmative vote of at least two (2) of its voting members.The Rector shall be the chairperson of the Gift Acceptance Committee and preside over meetings of the committee.

VII. GIFT TYPES

The Church may accept the following types of gifts, subject to the guidelines set forth below and upon approval of the Vestry. Other types of gifts also may be accepted by the Church on a case-by-case basis, subject to the recommendation of the Gift Acceptance Committee and the approval of the Vestry.

1. Cash: Cash is acceptable in any form. Checks shall be made payable to All Saints' Episcopal Church.

2. Tangible Personal Property: The Church may accept gifts of tangible personal property. The following criteria shall be considered when reviewing gifts of tangible personal property:

    - Can the property be used by the Church to carry out its mission and purpose?
    - Is the property marketable?
    - Can clear title be transferred?
    - Are there any undue restrictions on the use, display, or sale of the property?
    - Are there any carrying costs or liabilities for the property?

    Whenever possible, the Church should advise a donor at the time a gift is made whether the Church intends to sell the gifted tangible personal property or to retain and use the tangible personal property to carry out the Church's purpose and mission. Nevertheless, the Church is free to sell or

liquidate any gifted tangible personal property at any time (unless otherwise agreed in writing).

3. Securities: The Church may accept gifts of securities. Gifts of publicly traded securities that are readily marketable generally should be accepted by the Church. Other securities, including publicly traded securities that are not readily marketable, closely held business interests (such as an interest in a limited liability company, limited partnership or corporation) and other non- publicly traded securities, may be accepted under certain circumstances after consideration of the following criteria:

    - Is the property marketable and, if so, how soon can the property be sold?
    - Are there any carrying costs or other obligations associated with the property?
    - Will the Church be exposed to claims and subject to risks as a general partner (or similar to that of a general partner) if the Church accepts the property?

    In general, the Church will sell gifted securities as soon as it is practicable after receipt assuming that a market for the securities exists. The Church does not act as a "market timer" (i.e., does not attempt to time sales of securities received as gifts based upon predictions as to when the sale price will be maximized). Exceptions may be made on a case-by-case basis, based on the recommendation of the Gift Acceptance Committee and the approval of the Vestry.

4. Real Estate: The Church may accept gifts of real estate. Before accepting a gift of real estate, the Church should obtain a title commitment, appraisal and a Phase 1 environmental study for the real estate. If the real estate is accepted, the Church should obtain a title insurance policy for the real estate. The cost of the title commitment (and title insurance policy), appraisal and Phase 1 environmental study generally should be an expense of the donor.

    Additionally, the following criteria should be considered when reviewing gifts of real estate:

    - Can the property be used by the Church to carry out its mission and purpose?
    - Is the property readily marketable?
    - Are there any clouds on title or any restrictions, reservations, easements, or other limitations associated with the property?
    - Is the real estate currently occupied, by a tenant or otherwise?

- What are the carrying costs associated with the property?
- Based on the results of the Phase 1 study, are there known or potential environmental liabilities associated with the real estate? (Note: If the Phase 1 study reveals a potential problem, the Church should retain a qualified inspection firm to conduct additional environmental review.

    - The cost of the additional environmental review should generally be an expense of the donor.)

Whenever possible, the Church should advise the donor at the time a gift is made whether the Church intends to sell gifted real estate or to retain and use the real estate to carry out the Church's purpose and mission. Nevertheless, the Church is free to sell or liquidate any gifted real estate at any time (unless otherwise agreed in writing).

5. Remainder Interests in Real Estate: The Church may accept a remainder interest in real estate (for example, a personal residence, farm or vacation home), subject to the provisions of the immediately preceding section 4. All expenses and costs associated with the real estate (including, without limitation, maintenance, repairs, real estate taxes, insurance and homeowner's association dues and assessments) shall be paid by the donor or the life estate holder until such time as the life estate ends and the real estate passes to the Church as the remainder beneficiary.

6. Life Insurance: The Church may accept a gift of a life insurance policy. The Church must be irrevocably named as both beneficiary and owner of a life insurance policy before the policy can be recorded as a gift. If the donor contributes future premium payments, the Church will record the amount of each additional premium payment as a gift in the year that it is made.

    If the donor does not elect to continue to make future premium payments, the Church may:

    - continue to pay the premiums;
    - convert the policy to paid up insurance; or
    - surrender the policy for its surrender value.

    Term life insurance policies will not be recorded as gifts until the policy proceeds are paid to the Church.

7. Charitable Gift Annuities: The Church may offer charitable gift annuities from time to time. Prior to starting a charitable gift annuity program and accepting charitable gift annuities, such program and gifts shall be reviewed by the Gift Acceptance Committee and approved by the Vestry with advice from legal counsel.

8. Charitable Remainder Trusts and Charitable Lead Trusts: The Church may accept designation as remainder beneficiary of a charitable remainder trust or as the lead beneficiary of a charitable lead trust with the approval of the Gift Acceptance Committee. In general, the Church will not serve as the trustee of a charitable remainder trust or a charitable lead trust. The trust instrument governing a charitable remainder trust or charitable lead trust must be

prepared or approved by the donor's legal counsel. Nevertheless, donors are encouraged to provide the Church with a copy of the trust instrument for review before the charitable remainder trust or charitable remainder trust is created.

9. Beneficiary Designations on Retirement Plans and Insurance Policies: The Church may accept designation as the beneficiary of a donor's retirement plan or insurance policy. Such a designation shall not be recorded as a gift to the Church until such time as the gift becomes irrevocable. Where the gift is irrevocable, but is not due until a future date, the present value of the gift may be recorded at the time the gift becomes irrevocable. Donors are encouraged to provide specific beneficiary designation documentation to the Church.

10. Bequests and Devises: The Church may accept bequests and devises under a donor's will, trust or other similar estate planning document, subject to any applicable provisions of the immediately preceding paragraphs 1 through 9.
A bequest or devise shall not be recorded as a gift to the Church until such time as the gift becomes irrevocable. Where the gift is irrevocable, but is not due until a future date, the present value of that gift may be recorded at the time the gift becomes irrevocable. Donors are encouraged to consult with legal counsel when preparing a will, trust or other similar estate planning document and to provide a copy of the will, trust or other document to the Church for review before finalizing the document.

A donor who wishes to make a restricted bequest or devise to the Church is encouraged to consult with the Church prior to finalizing his or her will, trust or other estate planning document to ensure the specific purpose(s) of, or restrictions placed on, the gift can be carried out by the Church. Additionally, the donor should

work with legal counsel to draft appropriate language to carry out the proposed restricted gift.

VIII. GIFT REVIEW PROCESS

The following gifts will be accepted by the Church without the prior review of the Gift Acceptance Committee (but, in the Vestry's discretion, may be referred to the Gift Acceptance Committee on a case-by-case basis):

1. pledges satisfied in cash;

2. other unrestricted gifts of cash;

3. gifts of cash to the Phoenix Fund or any other existing fund of the Church; and

4. gifts of items of tangible personal property specifically requested by the Church (by way of example, and not of limitation, clothing and food) having a value of less than $100 per item.

5. Readily marketable publicly traded securities

The Rector or the Vestry shall refer all other gifts to the Gift Acceptance Committee for review prior to the Church's acceptance of the gift. When a gift is referred to the Gift Acceptance Committee, the Gift Acceptance Committee shall promptly:

1. review the proposed gift to determine whether the gift satisfies the guidelines outlined in this Policy;

2. with respect to any gift that does not satisfy the guidelines outlined in this Policy, determine whether the acceptance of the gift is nevertheless advisable and in the best interests of the Church;

3. engage in discussion, to the extent the Gift Acceptance Committee deems advisable, with the donor or the donor's representative regarding a proposed gift and any modifications that may be necessary or advisable under the circumstances; and

4. recommend to the Vestry whether the Church should accept the proposed gift.

After receiving a recommendation from the Gift Acceptance Committee, the Vestry shall give due consideration to the recommendation before accepting or declining to accept a proposed gift. The Vestry shall include the recommendation of the Gift Acceptance Committee in the Vestry's meeting minutes for the meeting at which the recommendation is considered and acted upon.

IX. RESTRICTIONS ON GIFTS

The Church strongly encourages unrestricted gifts, which can be allocated by the Vestry to the areas of greatest need.

Nevertheless, the Church also will accept restricted gifts for specific programs and purposes provided that such gifts are not inconsistent with the Church's mission and purposes and otherwise satisfy the requirements of this Policy. The Vestry, after consultation with the Gift Acceptance Committee, may refuse to accept any prospective gift that is unduly restrictive in purpose, too difficult to administer, or not consistent with the mission or purposes of the Church.

In the case of a restricted gift, the terms and conditions of the gift should be specified in a letter or other writing to ensure compliance with the donor's wishes. Generally, the writing should recognize that circumstances can and often do change over time and that such changes may make continued compliance with a donor's restrictions impossible, impractical or wasteful over time.

If the donor consents in writing, the Church may release or modify, in whole or in part, a restriction on the management, investment, or purpose of a gift. A release or modification may not allow a gift to be used for a purpose other than a charitable purpose of the Church. For purposes of this policy "charitable purpose" means the relief of poverty, the advancement of education or religion, the promotion of health, the promotion of a governmental purpose, or any other purpose the achievement of which is beneficial to the community.

If the Church determines that a restriction is unlawful, impracticable, impossible to achieve, or wasteful, the Church may modify a restriction contained in a gift instrument by application to court or by notice to the Illinois Attorney General. Before making any such modification, the Church will obtain an opinion from its legal counsel describing the appropriate process.

X. DONOR DISCRETION AND FUND ALLOCATION

Gifts shall be allocated as follows:

1. Annual Pledges: Annual pledges shall be allocated in accordance with the Church's annual budget, as the Vestry may modify the annual budget from time to time. There is no minimum amount for an annual pledge to the Church.

2. Unrestricted Gifts: Unrestricted gifts shall be allocated by the Vestry based on the needs of the Church to an operating fund, a non-operating fund or the endowment fund (or among two or more of such funds) of the Church. Prior to allocating an unrestricted gift, the Vestry shall solicit, and give due consideration to, the recommendation of the Finance Committee. There is no minimum amount for an unrestricted gift to the Church.

3. Phoenix Fund: At the time a gift is made, a donor may specify that the gift shall be allocated to the Church's Phoenix Fund. All gifts to the Phoenix Fund will be governed by its agreement and policies, as they may be modified from time to time. There is no minimum amount for a gift to the Phoenix Fund.

4. RestrictedGifts: If a donor wishes to make a gift for a particular purpose or purposes or subject to specific restrictions, the proposed gift shall be referred to the Gift Acceptance Committee for review and approval prior to acceptance. In general, the minimum amount for a restricted gift to the Church is $100,000. Upon receipt and acceptance of a restricted gift by the Church, the restricted gift will be identified and tracked, but may be commingled with other funds of the Church for investment and management purposes. Unless the Vestry otherwise directs, restricted funds will be invested and managed by the endowment committee, subject to the oversight of the Vestry.

XI. MISCELLANEOUS PROVISIONS

Whenever required in connection with a non-cash gift to the Church, the donor shall be responsible for completing and filing IRS Form 8283 and, if necessary, for obtaining a qualified appraisal complying with IRS regulations for purposes of establishing the value of a gift for federal income tax purposes and for complying with any other tax requirements related to the gift. The Form 8283 shall be reviewed by the Gift Acceptance Committee before an authorized representative of the Church signs the donee section of the Form 8283.

Whenever required in connection with the Church's sale, exchange, or other disposition of non-cash gifted property within three (3) years after the date the Church receives the gifted property,

the Church shall be responsible for completing and filing IRS Form 8282. In addition, the Church shall comply with all IRS requirements regarding the acknowledgement of gifts on a timely basis.

The Church shall not recommend specific legal counsel, appraisers or other professionals to a donor in connection with a proposed gift to the Church.

XII. CHANGES TO THE POLICY

The Gift Acceptance Committee may propose changes to this Policy at any time. The Vestry shall give due consideration to any changes proposed by the Gift Acceptance Committee and may modify this Policy from time to time.

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Adopted by the Vestry of All Saints' Episcopal Church at its regularly scheduled meeting on _____ , 2022.

Date: _____

Clerk of the Vestry

This document outlines my/our plans for providing a legacy gift to All Saints' Episcopal Church (ASEC) Chicago's Phoenix Fund. The information provided below will be used by ASEC to recognize that I/we have made a provision in my/our estate plan or other deferred giving vehicle to provide lasting support for the mission. I/we understand that this gift is revocable and can be modified by me/us at any time.

Name: _____ Birth Date:

Name: _____ Birth Date:

Please share as much detail below as you are comfortable with.

Description of Gift (Type/Value)
□ Bequest through will or trust

- **Percentage of estate: _____% or specific amount: $**
- **Other (please specify):**

_____

□ IRA/Retirement Plan or Life Insurance (please describe):

□ Other (e.g., Charitable Trust, Annuity, etc.) Please describe:

I/We □ have provided □ will provide a copy of the portion of my/our will or other instrument that pertains to All Saints' Episcopal Church.

□ I/We prefer not to share the documentation

With the understanding that values are subject to change, at this time I/we estimate the value of my/our gift to be approximately $_____.

I/We understand that my/our estate is not legally bound by this statement and I/we may choose to add, subtract or revoke this provision at any time, at my/our sole discretion.

Purpose of Your Gift
□ My/Our gift is unrestricted.

□ My/Our gift is to be designated to the Phoenix Fund for the specific purpose as designated below:

(Please specify):

Recognition of Your Gift
ASEC honors every legacy gift donor as they prefer.

□ My/Our name(s) should appear in ASEC's Annual List of Benefactors as follows:

Signature **Date**

Signature(s) **Date**

□ I/We wish to remain anonymous (however, please send me/us Legacy Fund updates)

Preferred contact information for All Saints' Episcopal Church Phoenix Fund updates and reminders:

Address:

Email: _____ **Phone:**

All Saint's Episcopal Church and its employees and volunteers do not provide tax or legal advice. Prospective donors should consult with their legal and financial advisors.

THANK YOU FOR YOUR SUPPORT OF ALL SAINTS' EPISCOPAL CHURCH CHICAGO.