

GIFT ACCEPTANCE POLICY

Introduction

These procedures are designed to protect the interests MAWOKI and the persons and other entities that support its programs, and to assure that all gifts to, or for the use of, MAWOKI are structured to provide maximum benefits to all parties.

These procedures focus on both current and deferred gifts, with special emphasis on various types of deferred gifts and gifts of non-cash property.

The goal is to encourage funding of MAWOKI without encumbering them with gifts which may generate more cost than benefit, or which are restricted in a manner not in keeping with the goals of the Chapter.

To optimize funding from individuals and entities, MAWOKI must be capable of responding quickly, and in the affirmative where feasible, to all gifts offered by prospective donors. These procedures must be flexible since some gift situations can be complex, and decisions can be made only after careful consideration of a number of interrelated factors. Therefore, these procedures require in some instances that the merits of a particular gift be considered by a Donee's Gift Acceptance Committee (as defined below) and a final decision be made only by that body.

Definitions

As used herein, "Chapter" refers to MAWOKI.

As used herein, "Donee" refers to the Make-A-Wish entity receiving a particular donation (e.g., MAWOKI)

As used herein, "Donee's Gift Acceptance Committee" refers to the MAWOKI Gift Acceptance Committee.

As used hereafter, "MAWOKI Gift Acceptance Committee" refers to a committee established by MAWOKI comprised of the Chair of the Finance Committee, the Chair of the Development Committee, the Chief Advancement Officer, the President & CEO and the Chief Operating Officer of MAWOKI, and/or such other persons as the MAWOKI Board may designate from time to time. A vote of a majority of such Committee members will constitute the decision on an act of the Committee.

As used herein, "Chapter Board" refers to the Governing Board of a Chapter, or a committee to which the Chapter Board has expressly and lawfully delegated the authority to address the kinds of issues discussed herein, so long as a majority of the members of any such committee are Chapter Board members.

Outright Gifts

A. Cash

GIFT ACCEPTANCE POLICY

1. Gifts of cash checks and by credit card are acceptable regardless of the amount unless there is a question as to whether the Chapter's reputation would be negatively affected (see Other Matters--Section (D) below), or whether the donor has sufficient authority to transfer the funds, or whether the donor is mentally competent.
2. All checks must be made payable to the Donee. In no event shall checks be made payable to an employee, agent or volunteer of the Chapter.

B. Publicly Traded Securities

1. Securities traded on the New York or American Stock Exchanges, or other readily marketable securities, may be accepted by MAWOKI. Generally, such securities will be immediately sold by the Donee. In no event shall an employee, agent or volunteer of the Donee commit to a donor that a particular security will be held by the Donee unless he or she has been expressly authorized to do so by an officer of the Donee granted such authority by the board of Donee.

C. Closely Held Securities

1. Non-publicly traded securities including restricted stock may be accepted only after approval of the Donee's Gift Acceptance Committee. Prior to acceptance, the Donee shall explore methods of liquidation for the securities through redemption or sale. A representative of the Donee shall attempt to contact the closely held corporation to determine: an estimate of fair market value and whether there are any restrictions on transfer.
2. Such securities may be subsequently disposed of only with the approval of the Donee's Gift Acceptance Committee.
3. No binding commitments shall be made by the Chapter for the repurchase of gifted securities prior to completion of the gift of such securities and then only with the approval of the Donee's Gift Acceptance Committee.

D. Real Property

Before any gift of Real Property "Real estate" can be received, Make-A-Wish Ohio, Kentucky, Indiana must follow the rules and guidelines set forth in Make-A-Wish Foundation of America's Performance Guideline GL 9.5 Concerning "Real Estate Acquisition and Donations," Approved by the Executive Committee of Make-A-Wish Foundation of America on August 25, 2010.

If a gift of Real Property is approved by Make-A-Wish America in accordance with the Performance Guideline GL 9.5, then Make-A-Wish Ohio, Kentucky, Indiana shall follow the following policies and procedures in vetting, approving, and accepting such gift of Real Property.

GIFT ACCEPTANCE POLICY

1. No gift of real estate shall be accepted without the receipt of a completed and signed Real Property Disclosure Checklist (Appendix E), a preliminary title report or commitment for title insurance allowing the Donee to obtain a title insurance policy for the property subject only to title exceptions accepted by the Donee's Gift Acceptance Committee, and prior approval of the Donee's Gift Acceptance Committee.
2. No gift of real estate shall be accepted without receipt of a recent appraisal by an appraiser who has no business or other relationship to the donor and who is approved by the Donee's Gift Acceptance Committee.
3. Prior to acceptance of non-residential real estate, the Donee must receive the results of an appropriate Phase I environmental assessment by a qualified environmental engineer to determine the likelihood of any past or present environmental pollution or violations. Environmental testing will be paid for by the donor. However, if the property is free from significant contamination or other environmental pollution or violations and the Donee accepts the gift, the Donee may reimburse the donor for part or all of the test expenses. The Donee will also attempt to obtain an environmental indemnity from the donor. Contaminated property will not be accepted by the Chapter without: (a) a careful and thorough legal and economic analysis of the potential liability and costs resulting from the contamination; and (b) the prior approval of the MAWOKI Gift Acceptance Committee.
4. Prior to presentation to the Donee's Gift Acceptance Committee, a member of the Donee's staff must conduct a visual inspection of the property. If the property is located in a geographically isolated area, a local real estate broker unrelated to the donor and selected by the Donee can substitute for a member of the Donee's staff in conducting the visual inspection.
5. The Donee shall carefully evaluate the receipt of real estate encumbered by a mortgage and consult necessary tax or legal professionals because the ownership of such property may give rise to unrelated business taxable income for the Donee and disqualification of certain split interest gifts unless handled in a proper manner. In addition, the Chapter will become responsible for servicing the debt or risk the loss of the property. The Donee should also determine if there is any provision in the mortgage that will cause the debt to become immediately due and payable upon the transfer of the property.
6. All real estate that cannot be used in furtherance of the Donee's exempt purpose will be sold as quickly as is commercially possible. Internal Revenue Service Form 8282 will be filed by the Donee with the Internal Revenue Service as appropriate.

E. Other Property

1. Other property of any description, whether real or personal, including mortgages, notes, copyrights, royalties, easements, trademarks and patents, shall be accepted only by action of the Donee's Gift Acceptance Committee.

GIFT ACCEPTANCE POLICY

2. Appropriate inquiry shall be made, and special consideration shall be given to the nature of any property and whether it is in keeping with the mission of the Chapter prior to the acceptance of any property by the Donee.

Deferred Gifts

A. Endowments

Please refer to the Chapter's Endowment Policy Section of this document.

Payment of Fees Related to Gifts

A. Finder's Fees or Commissions

MAWOKI will not enter into agreements to pay what is commonly known as a "finder's fee" or a commission to third parties as compensation for locating a donor who makes a gift to MAWOKI.

B. Professional Fees

1. The Donee may pay fees for professional services rendered to a donor in connection with a gift to the Chapter only with the prior written approval of the Donee's Gift Acceptance Committee.
2. The option to pay professional fees should not be advertised and should be used as a last resort in a situation where an irrevocable gift of significant value otherwise might be lost. The donor shall be notified that the payment of such fees by the Donee may result in an Internal Revenue Service claim that the value of the gift is reduced by the amount of the fees paid. Further, the Donee shall not pay any fees unless the gift is irrevocable.
3. Such fees will be paid only following a discussion with, and written approval by, the donor.
4. Such fees shall be based on reasonable local market rates and for services directly related to the completion of a gift. Such fees shall be limited to: appraisal fees by persons who are competent and qualified to appraise the property involved and who have no conflict of interest; attorney fees for legal and tax advice and for the preparation of documents; accounting fees incident to the transaction; and fees of financial planners ("fee for service only"). In the case of financial planners, such persons must verify in writing that they are compensated only by fees for services rendered and that they are not compensated for the sale of products to the donor. This distinction is vital in avoiding violation of securities regulations.
5. In the case of legal, accounting and other professional fees, an attempt shall be made by the Donee's Gift Acceptance Committee to ascertain the reasonableness of these fees prior to payment. An hourly breakdown of time should be requested. In cases where the

GIFT ACCEPTANCE POLICY

fees appear to be excessive, the breakdown shall be submitted to the Donee's counsel for review and recommendation prior to payment.

Restrictions

1. Restricted gifts are contributions of cash or property where the donor has restricted the use of the gift to specified projects, purposes or geographic areas.
2. Whenever the terms of a gift contain a legally effective provision restricting the use of the gift, the provision must be followed. If the restriction placed on the gift violates any policy of the Chapter, the Donee shall attempt to obtain the necessary modification or change in order to comply with such policy. If such modification or change cannot be obtained, the Donee shall not accept the gift (but may recommend one or more other agencies in the community that might carry out the wishes of the donor).

Other Matters

A. Avoidance of Pressure Techniques

The Chapter's officers, volunteers and staff are to avoid the use of any pressure techniques when dealing with donors and prospective donors. The interests of the donor or prospective donor must also be considered with any gift.

Factors considered in this assessment include the donor's charitable intent and financial position, the effect of the gift on the donor's individual estate, potential heir disputes and the donor's mental state. The Donee's officers, volunteers and staff will inform and assist the donor in fulfilling the donor's philanthropic wishes but shall not pressure or unduly influence the donor. No person acting for MAWOKI, whether an officer, volunteer, employee, or other representative, shall receive any fees, commissions or other remuneration (other than the fixed salary of an employee) for obtaining a planned gift.

B. Confidential Information

All information concerning the identity of donors and prospective donors of planned gifts will be kept strictly confidential by the Chapter. There shall be no publicizing of any such gifts without the permission of the donor.

C. Use of Legal Counsel

All donors and prospective donors will be advised to seek the advice of their own attorney and tax advisor regarding all aspects of their proposed gift. The Donee should execute no agreement, contract, trust or other legal agreement without the review and approval of its legal counsel.

GIFT ACCEPTANCE POLICY

D. Potentially Inappropriate or Controversial Donors

In order to protect the Chapter's good name and reputation, MAWOKI should proceed with caution before accepting any gift from a potentially inappropriate or controversial donor. When dealing with such a donor, the Donee's Gift Acceptance Committees must perform appropriate due diligence and realistically assess the degree of potential business risk associated with accepting the proposed gift under the circumstances. In situations where the potential risk is assessed as "Moderate" or "High" risk, the Donee's Gift Acceptance Committee shall consult with, and follow the direction of, MAWOKI's Development & Brand Advancement Committee.

E. Administration of Gifts

All estates and trust in which MAWOKI is a beneficiary shall be monitored by the MAWOKI Finance Department. Procedures shall include the acquisition and review of relevant court documents pertaining to each estate, calculation of approximate gift value, and periodic checks of the distribution process. MAWOKI may retain legal counsel, as appropriate, in estate proceedings.

Generally, costs associated with the acceptance of a gift such as attorney fees, account fees, other professional fees as well as other costs to establish a gift such as appraisal, escrow, evaluation, and environmental assessment fees will be borne by the donor.

The direct costs of administering outright and planned gifts to MAWOKI will be borne from the assets of the individual funds, except for those special circumstances as determined by the Gift Acceptance Committee. Custodial, investment, and administrative fees will be paid from the respective funds.

F. Refusal of Gifts

All gifts will subject to review by the Chief Advancement Officer and Chief Executive Officer, and /or Chief Operating Officer to determine that all conditions and expectations of the donor(s) are consistent with the mission, goals and capacity of MAWOKI, and that no inappropriate political or social consequences are likely to result from the gift. The Chief Advancement Officer and Chief Executive Officer will decline or return any gift deemed not to be in the best interest of MAWOKI. A detailed report must be provided to MAWOKI Governing Board, which outlines the reasons the gift was declined.

G. Publicity & Confidentiality

No public media exposure with respect to a donor's gift will be generated without the consent of the donor.



GIFT ACCEPTANCE POLICY

MAWOKI staff and the board shall maintain strict control over files and information received from our about donors or prospective donors so as to maintain confidentiality of such information.