

I. Establishment

Benefaction Foundation, a registered charitable Public Foundation (hereinafter "Benefaction"), hereby agrees to establish the _____ Fund ("the Fund") per the terms of this agreement.

The name of this fund will appear on your reports and in the correspondence sent to your recommended charities unless you instruct otherwise.

II. Purpose of the Donation

The property used to establish the Fund should be apportioned as follows (*identify the charities the donor wishes to support*):

- Grant Recommendation below**
 Recommendation Instructions Attached
 Benefaction to be notified later in writing

	CRA Registration #	Gift Amount / %		
Charity 1 [†]		\$	<i>or</i>	%
Charity 2		\$	<i>or</i>	%
Charity 3		\$	<i>or</i>	%
Charity 4		\$	<i>or</i>	%
		Total:	\$	100%

[†]You may elect one or more of Benefaction's Charity Portfolios as your Grant Recommendation.

I/We acknowledge that while the selected charities are currently registered as charities with the Charities Directorate of the Canada Revenue Agency and they are considered qualified donees under the *Income Tax Act* (Canada) and therefore eligible for a grant from Benefaction Foundation; in the event that any one or more of such selected charities either ceases to operate or loses its status as a qualified donee then the Board of Directors of the Benefaction Foundation may in their discretion distribute the amount mandated by the then current granting policy of the Benefaction Foundation to such other qualified donees providing services or conducting activities which are similar to my selected charity. I/We also acknowledge that these recommendations are only recommendations and they are subject to approval by the Board of Directors of Benefaction. In the event that I do not provide any grant recommendations or the recommendations are not sufficient after being contacted by the Benefaction Foundation then the Benefaction Foundation shall disburse the funds required according to the aforesaid granting policy. I hereby confirm that I, my family and those not at arms-length from me, will not receive any benefit or advantage from any of grants that I am recommending. As well none of the grants are to fulfill a legally binding pledge agreement.

III. The Donor(s) and Successors

Primary Donor		Title (<i>Mr., Mrs., Miss, Ms., Dr., Corporation*</i>)		Full Name (<i>including initials</i>)	
Street Address		City		Province	Postal Code
Telephone Number	Email Address		Citizenship		Social Insurance Number
Date of Birth (<i>mm/dd/yyyy</i>)	Residency (<i>if different than mailing</i>)				
Secondary Donor		Title (<i>Mr., Mrs., Miss, Ms., Dr., Corporation*</i>)		Full Name (<i>including initials</i>)	
Street Address		City		Province	Postal Code
Telephone Number	Email Address		Citizenship		Social Insurance Number
Date of Birth (<i>mm/dd/yyyy</i>)	Residency (<i>if different than mailing</i>)				Relationship to Donor

(continued)

III. The Donor(s) and Successors (continued)

Successor 1		Title (<i>Mr., Mrs., Miss, Ms., Dr., Corporation*</i>)		Full Name (<i>including initials</i>)	
Street Address		City		Province	Postal Code
Telephone Number	Email Address		Citizenship		Social Insurance Number
Date of Birth (<i>mm/dd/yyyy</i>)	Residency (<i>if different than mailing</i>)				Relationship to Donor
Successor 2		Title (<i>Mr., Mrs., Miss, Ms., Dr., Corporation*</i>)		Full Name (<i>including initials</i>)	
Street Address		City		Province	Postal Code
Telephone Number	Email Address		Citizenship		Social Insurance Number
Date of Birth (<i>mm/dd/yyyy</i>)	Residency (<i>if different than mailing</i>)				Relationship to Donor

Please provide a photocopy of a valid Passport or Driver's License for signature verification for each donor and successor unless the individual is verified by the Investment Advisor (*see IX. Direction and Acknowledgement*). *If a business, provide photocopy of Corporate Resolution and Articles of Incorporation and your Business Number.

Additional Successor Information

- Named successors will share equal responsibility for the fund
- Assets of the original fund will be split among the successors own Fund
- I appoint the Directors of Benefaction Foundation as successors to the Fund

Additional Information about the Donor

Add some brief biographical information about the donor(s). This is a record that will endure, and it should be sufficient to memorialize the donor(s) and provide info for any future publication about the Fund.

IV. Your Privacy

Benefaction may use my information to process gifts, administer delivery of charitable services, establish, maintain and manage our relationship, including set up and management of the Fund and maintenance of an accurate record of my involvement; provide information regarding the operations of the Fund and offer further opportunities to give; verify my identity and protect against fraud; satisfy regulatory obligations and other legal requirements; and to create statistics about our operations and understand the current and future needs and preferences of Donors.

In administering the charitable services of Benefaction, we may provide your personal information to other persons: where the other parties are grant recipients and you have consented below to be recognized; where the other parties are our third party service providers, suppliers or agents who assist us in providing our services; and where we are required or permitted to do so by law.

All grants made to charities from Benefaction are accompanied by a letter indicating the gifts were made from the individual Fund with Benefaction. These grants may be disbursed with anonymity or with full disclosure of the donor's name and address in the letter. Please indicate your preference.

- I/We prefer to be anonymous
- I/We prefer to be identified personally to the recipient charity(s)
- I/We prefer that the name of the Fund only be identified to the recipient charity(s)

V. Funding

I/We the donor would like to donate the sum of: \$

I/We the donor recommend that the assets from my donation be used as follows:

The above donation should be distributed as follows:

_____ % / \$ to be endowed for future giving

_____ % / \$ to be deemed an initial gift and donated to my/our selected charities†

†Must be granted by December 31st of the next year. The income from these assets is not attributed to the fund.

I/We understand that all gifts are irrevocable and must adhere to Benefaction's Gift Acceptance Policy which is available on www.benefaction.ca and that a minimum donation of \$25,000 applies.

I/We the donor shall fund this gift as follows (complete all applicable funding methods):

Donation of Cash

I/We hereby donate the following cash sum† to Benefaction Foundation: \$

by cheque payable to **Benefaction Foundation** by transfer from my account (*see details below*):

Bank	Branch Code	Account Number
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Donation of Securities

I/We hereby authorize the transfer of securities from my account to the following account for Benefaction Foundation, for a total estimated value* of: \$

Name of Delivering Institution	Account Name (<i>Donor's Account</i>)	Account Number
Name of Receiving Institution	Account Name	Account Number
MACKIE RESEARCH CAPITAL CORP.	BENEFACTION FOUNDATION	21B2C1A (CDN) / 21B2C1B (USD)

Security 1 (<i>Description</i>)	Name of Delivering Institution	Number of Units	Estimated Value
			\$
Security 2 (<i>Description</i>)	Name of Delivering Institution	Number of Units	Estimated Value
			\$

Securities are in certificate form List attached (*if your list of securities requires more space, please provide on a separate instruction page*).

Donation of Insurance

A life insurance policy assigned to Benefaction on: Date (mm/dd/yyyy)

Name of Life Insurance Company	Policy Number	Estimated Value
		\$

Subsequent donations may be made to the Fund upon completion of a Benefaction Gift Form.

† Donation receipt will be issued for amount received * Donation receipt will be issued for fair market value less commissions charged.

VI. Administration Fees

Subject to *Section IX*, the principal of the Fund shall be retained, administered and managed by Benefaction or its agents. The distributed income shall be used for the purposed described herein. Benefaction will receive an initial fee of up to 2% on donations to the Fund. Accounts over \$500,000 are subject to reduced initial fees. Thereafter an ongoing annual fee of 0.50% on the first million and 0.35% on the remainder applies. Annual fees are based on the market value of the assets. Fees are for administrative services on behalf of the Fund including the issuance of tax receipts, ongoing disbursements and grants, and ongoing fiduciary responsibilities. These fees do not include investment advisory or management fees payable by Benefaction to the Investment Firm.

VII. Investment Management

I/We understand that the Board of Directors of Benefaction has the fiduciary obligation of managing the assets in the Fund. I/We understand that Benefaction has the sole and final authority to select the investment managers, monitor their performance and change the asset allocation and investment management mandates as necessary and in compliance with all applicable laws.

Notwithstanding the above, where possible I/We would like our investment manager and/or advisor considered in the management of this account. I/We understand that our advisor may be compensated by the investment manager from the investment management fees based on the market value of the assets in the Fund.

Investment Firm		Dealer Code Number
Advisor Name	Branch Number	Rep Code Number
Advisor Telephone Number	Advisor Email	

VIII. Amendment

This agreement may be amended by the mutual consent of Benefaction and the donor. If changed circumstances should at some future time make it impractical to continue using the income from this endowment for the designated purpose, and the donor(s) either is(are) not living or not able to consent to an amendment, the Charity may redesignate the purpose of the endowment income, providing that the Fund shall continue to bear the name(s) of the donor and the amended terms shall adhere as closely as possible to the donor(s)' original intent for this fund.

IX. Direction and Acknowledgement

I/We understand that any **donation represents an irrevocable gift to Benefaction Foundation**, a registered charity, and is not refundable to me for any reason. I/We acknowledge that up to 100% of this donation shall be deemed to be an endowment fund. Benefaction may apply for its charitable purposes such portion of the income, capital gains and original capital of the Fund (whether realized or accrued) as is permitted by this agreement and the *Income Tax Act of Canada* from time to time.

Donor(s):	Benefaction Foundation:
	Nicola Elkins, CEO
Date (mm/dd/yyyy)	Date (mm/dd/yyyy)