



## Sample Deed of Gift

This Deed of Gift is dated effective January 28, 2022.

BETWEEN:

**Everyone's Credit Union**  
1 Champaign Place, #5  
Your Town, ON, N2C 2T3

(the "Donor")

AND THE:

THE ONTARIO CREDIT UNION FOUNDATION  
418 Willis Drive  
Oakville, ON, L6L 4V4

(the "**Foundation**")

WHEREAS:

- A. The Foundation is a charity registered under the *Income Tax Act* (Canada) with registration number: 119067692RR0001;
- B. The Donor wishes to make a charitable gift to the Foundation of funds in the amount of \$10,000.00 (the "**Gift Amount**"), which funds are legally and beneficially the property of the Donor;
- C. The Foundation wishes to accept the Gift Amount from the Donor; and
- D. The Donor and the Foundation affirm their mutual understanding that the donation of the Gift Amount by the Donor to the Foundation constitutes an voluntary, irrevocable transfer of the Gift Amount to the Foundation for no consideration, to be held by the Foundation and applied for its charitable purposes in accordance with the terms and restrictions (if any) set out in this Deed and the attached terms of reference.



NOW THEREFORE THIS DEED WITNESSES:

1. **Gift.** The Donor hereby gives, conveys, and transfers its legal and beneficial interest in the Gift Amount to the Foundation (the "Gift"). To effect the Gift, the Donor will, concurrently with the execution and delivery of this Deed, deliver the Gift Amount to the Foundation by certified cheque, to the Foundation. The Donor acknowledges that in making this gift, he/she are irrevocably transferring the Gift Amount to the Foundation and will have no further right to control the use of the Gift Amount by the Foundation.
2. **Acknowledgement.** The Foundation acknowledges receipt of the Gift upon the terms and conditions set out herein.
3. **Use of Gift.** The Donor directs that the Foundation use the Gift Amount to establish a Community Investment Fund, to be called the EVERYONE'S CU COMMUNITY INVESTMENT FUND, which will be administered according to the Foundation's Terms of Reference for Community Investment Funds, as amended from time to time. A copy of the current Terms of Reference is attached as Schedule A to this Deed.
4. **Gift without Consideration.** This Deed is entered into by the parties voluntarily and is not delivered as part of a bargain or the exchange of value with, or provisions or consideration to, the Donor. The Foundation will issue a donation tax receipt to the Donor with respect to the Gift Amount to the extent permitted by law.
5. **Independent Legal Advice.** The Donor confirms that he/she has been advised and provided with an opportunity to obtain independent legal advice with respect to the legal and tax consequences of completing the Gift as contemplated in this Deed and have obtained (or have voluntarily determined not to obtain) such advice. The Donor confirms that the Foundation has not made any representations or warranties regarding the legal or tax consequences to the Donor of making the Gift.
6. **Amendment.** During the life of the Donor, this Deed may be amended or supplemented by a deed in writing signed, sealed and delivered by the parties hereto, or by the Foundation and the survivor of the Donor, if applicable, provided that no amended or supplemental deed can have the effect of revoking or nullifying the donation of the Gift Amount to the Foundation. Following the death of the Donor, this Deed may be amended by resolution of the Foundation's board of directors as may be deemed necessary from time to time.
7. **Governing Law and Jurisdiction.** This Deed and the enforcement of its terms will be interpreted and conducted under the laws of the Province of Ontario. The parties hereby irrevocably attorn to the jurisdiction of a court of competent jurisdiction in the Province of Ontario in the event of any dispute between them with regard to this Deed.

