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**Return of Private Foundation
or Section 4947(a)(1) Nonexempt Charitable Trust
Treated as a Private Foundation**

2009

Department of the Treasury
Internal Revenue Service

Note: The foundation may be able to use a copy of this return to satisfy state reporting requirements

For calendar year **2009**, or tax year beginning **Dec 16**, **2009**, and ending **Dec 31**, **2009**

G Check all that apply: Initial return Initial Return of a former public charity Final return
 Amended return Address change Name change

Use the IRS label. Otherwise, print or type. See Specific Instructions.	Name of foundation THE HAGAN COMMUNITY FOUNDATION	A Employer identification number 80-6141875
	Number and street (or P.O. box number if mail is not delivered to street address) Room/suite PO BOX 1225	B Telephone number (see the instructions) (573) 474-4815
	City or town State ZIP code COLUMBIA MO 65205	C If exemption application is pending, check here <input type="checkbox"/>
	H Check type of organization: <input checked="" type="checkbox"/> Section 501(c)(3) exempt private foundation <input type="checkbox"/> Section 4947(a)(1) nonexempt charitable trust <input type="checkbox"/> Other taxable private foundation	D 1 Foreign organizations, check here <input type="checkbox"/> 2 Foreign organizations meeting the 85% test, check here and attach computation <input type="checkbox"/>
I Fair market value of all assets at end of year (from Part II, column (c), line 16) \$ 9,967.	J Accounting method: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) _____	E If private foundation status was terminated under section 507(b)(1)(A), check here <input type="checkbox"/> F If the foundation is in a 60-month termination under section 507(b)(1)(B), check here <input type="checkbox"/>

Part I Analysis of Revenue and Expenses (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a) (see the instructions))	(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
1 Contributions, gifts, grants, etc. received (att sch) 10,000.				
2 Ck <input type="checkbox"/> if the foundn is not req to att Sch B				
3 Interest on savings and temporary cash investments				
4 Dividends and interest from securities				
5a Gross rents				
b Net rental income or (loss)				
6a Net gain/(loss) from sale of assets not on line 10				
b Gross sales price for all assets on line 6a				
7 Capital gain net income (from Part IV, line 2)				
8 Net short-term capital gain				
9 Income modifications				
10a Gross sales less returns and allowances				
b Less Cost of goods sold				
c Gross profit/(loss) (att sch)				
11 Other income (attach schedule)				
12 Total. Add lines 1 through 11 10,000.				
13 Compensation of officers, directors, trustees, etc				
14 Other employee salaries and wages				
15 Pension plans, employee benefits				
16a Legal fees (attach schedule)				
b Accounting fees (attach sch)				
c Other professional fees (attach sch)				
17 Interest				
18 Taxes (attach schedule) (see instr.)				
19 Depreciation (attach sch) and depletion				
20 Occupancy				
21 Travel, conferences, and meetings				
22 Printing and publications				
23 Other expenses (attach schedule)				
24 Total operating and administrative expenses. Add lines 13 through 23 33.				
25 Contributions, gifts, grants paid 0.				
26 Total expenses and disbursements. Add lines 24 and 25 33.				
27 Subtract line 26 from line 12:				
a Excess of revenue over expenses and disbursements 9,967.				
b Net investment income (if negative, enter -0-)				
c Adjusted net income (if negative, enter -0-)				

SCANNED MAY 19 2010

REVENUE

ADMINISTRATIVE AND EXPENSES

RECEIVED
MAY 17 2010
GARDEN, UT
IRS-OSC

Part II Balance Sheets		Attached schedules and amounts in the description column should be for end-of-year amounts only. (See instructions.)		
		Beginning of year	End of year	
		(a) Book Value	(b) Book Value	(c) Fair Market Value
ASSETS	1 Cash – non-interest-bearing		9,967.	9,967.
	2 Savings and temporary cash investments			
	3 Accounts receivable			
	Less: allowance for doubtful accounts			
	4 Pledges receivable			
	Less: allowance for doubtful accounts			
	5 Grants receivable			
	6 Receivables due from officers, directors, trustees, and other disqualified persons (attach schedule) (see the instructions)			
	7 Other notes and loans receivable (attach sch)			
	Less: allowance for doubtful accounts			
	8 Inventories for sale or use			
	9 Prepaid expenses and deferred charges			
	10a Investments – U.S. and state government obligations (attach schedule)			
	b Investments – corporate stock (attach schedule)			
	c Investments – corporate bonds (attach schedule)			
	11 Investments – land, buildings, and equipment: basis			
Less: accumulated depreciation (attach schedule)				
12 Investments – mortgage loans				
13 Investments – other (attach schedule)				
14 Land, buildings, and equipment: basis				
Less: accumulated depreciation (attach schedule)				
15 Other assets (describe)				
16 Total assets (to be completed by all filers – see instructions. Also, see page 1, item I)	0.	9,967.	9,967.	
LIABILITIES	17 Accounts payable and accrued expenses			
	18 Grants payable			
	19 Deferred revenue			
	20 Loans from officers, directors, trustees, & other disqualified persons			
	21 Mortgages and other notes payable (attach schedule)			
	22 Other liabilities (describe)			
	23 Total liabilities (add lines 17 through 22)			
NET ASSETS OR FUND BALANCES	Foundations that follow SFAS 117, check here and complete lines 24 through 26 and lines 30 and 31. <input checked="" type="checkbox"/>			
	24 Unrestricted		9,967.	
	25 Temporarily restricted			
	26 Permanently restricted			
	Foundations that do not follow SFAS 117, check here and complete lines 27 through 31. <input type="checkbox"/>			
	27 Capital stock, trust principal, or current funds			
	28 Paid-in or capital surplus, or land, building, and equipment fund			
	29 Retained earnings, accumulated income, endowment, or other funds			
	30 Total net assets or fund balances (see the instructions)		9,967.	
	31 Total liabilities and net assets/fund balances (see the instructions)	0.	9,967.	

Part III Analysis of Changes in Net Assets or Fund Balances

1 Total net assets or fund balances at beginning of year – Part II, column (a), line 30 (must agree with end-of-year figure reported on prior year's return)	1	
2 Enter amount from Part I, line 27a	2	9,967.
3 Other increases not included in line 2 (itemize)	3	
4 Add lines 1, 2, and 3	4	9,967.
5 Decreases not included in line 2 (itemize)	5	
6 Total net assets or fund balances at end of year (line 4 minus line 5) – Part II, column (b), line 30	6	9,967.

Part IV Capital Gains and Losses for Tax on Investment Income

(a) List and describe the kind(s) of property sold (e.g., real estate, 2-story brick warehouse; or common stock, 200 shares MLC Company)	(b) How acquired P — Purchase D — Donation	(c) Date acquired (month, day, year)	(d) Date sold (month, day, year)
1 a			
b			
c			
d			
e			

(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) (e) plus (f) minus (g)
a			
b			
c			
d			
e			

Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69

(i) Fair Market Value as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of column (i) over column (j), if any	(l) Gains (Column (h) gain minus column (k), but not less than -0-) or Losses (from column (h))
a			
b			
c			
d			
e			

2 Capital gain net income or (net capital loss). [If gain, also enter in Part I, line 7 If (loss), enter -0- in Part I, line 7]	2
3 Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c) (see the instructions). If (loss), enter -0- in Part I, line 8	3

Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income

(For optional use by domestic private foundations subject to the section 4940(a) tax on net investment income)

If section 4940(d)(2) applies, leave this part blank.

Was the foundation liable for the section 4942 tax on the distributable amount of any year in the base period? .. Yes No

If 'Yes,' the foundation does not qualify under section 4940(e). Do not complete this part.

1 Enter the appropriate amount in each column for each year; see the instructions before making any entries.

(a) Base period years Calendar year (or tax year beginning in)	(b) Adjusted qualifying distributions	(c) Net value of noncharitable-use assets	(d) Distribution ratio (column (b) divided by column (c))
2008			
2007			
2006			
2005			
2004			

2 Total of line 1, column (d)	2
3 Average distribution ratio for the 5-year base period — divide the total on line 2 by 5, or by the number of years the foundation has been in existence if less than 5 years	3
4 Enter the net value of noncharitable-use assets for 2009 from Part X, line 5	4
5 Multiply line 4 by line 3	5
6 Enter 1% of net investment income (1% of Part I, line 27b)	6
7 Add lines 5 and 6	7
8 Enter qualifying distributions from Part XII, line 4	8

If line 8 is equal to or greater than line 7, check the box in Part VI, line 1b, and complete that part using a 1% tax rate. See the Part VI instructions

Part VI Excise Tax Based on Investment Income (Section 4940(a), 4940(b), 4940(e), or 4948 - see the instructions)

Table with 11 rows for excise tax calculation. Includes sections for exempt foundations, tax under section 511, add lines 1 and 2, subtitle A tax, tax based on investment income, credits/payments, penalty, tax due, overpayment, and refunded amount.

Part VII-A Statements Regarding Activities

Table with 10 rows for activity statements. Includes questions about influencing legislation, political purposes, Form 1120-POL filing, unrelated business income, liquidation, section 508(e) requirements, assets, states reported, and substantial contributors.

Part VII-A Statements Regarding Activities *Continued*

11	At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If 'Yes', attach schedule (see instructions)			X
12	Did the foundation acquire a direct or indirect interest in any applicable insurance contract before August 17, 2008?			X
13	Did the foundation comply with the public inspection requirements for its annual returns and exemption application? Website address <u>N/A</u>	X		
14	The books are in care of <u>DAN HAGAN</u> Telephone no. <u>(573) 474-4815</u> Located at <u>PO BOX 1225</u> <u>COLUMBIA</u> <u>MO</u> ZIP + 4 <u>65205-1225</u>			
15	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041 - Check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the year <u>15</u>			

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the 'Yes' column, unless an exception applies.

	Yes	No
1 a During the year did the foundation (either directly or indirectly):		
(1) Engage in the sale or exchange, or leasing of property with a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(3) Furnish goods, services, or facilities to (or accept them from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(5) Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(6) Agree to pay money or property to a government official? (Exception. Check 'No' if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If any answer is 'Yes' to 1a(1)-(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance (see the instructions)? Organizations relying on a current notice regarding disaster assistance check here <input type="checkbox"/>	1 b	
c Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2009?	1 c	X
2 Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5)):		
a At the end of tax year 2009, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2009? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes,' list the years <u>20__</u> , <u>20__</u> , <u>20__</u> , <u>20__</u> .		
b Are there any years listed in 2a for which the foundation is not applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer 'No' and attach statement - see the instructions)	2 b	
c If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here. <u>20__</u> , <u>20__</u> , <u>20__</u> , <u>20__</u> .		
3 a Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If 'Yes,' did it have excess business holdings in 2009 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969, (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest; or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Schedule C, Form 4720, to determine if the foundation had excess business holdings in 2009.)	3 b	
4 a Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4 a	X
b Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2009?	4 b	X

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required (continued)

5a During the year did the foundation pay or incur any amount to:

- (1) Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))? Yes No
- (2) Influence the outcome of any specific public election (see section 4955); or to carry on, directly or indirectly, any voter registration drive? Yes No
- (3) Provide a grant to an individual for travel, study, or other similar purposes? Yes No
- (4) Provide a grant to an organization other than a charitable, etc, organization described in section 509(a)(1), (2), or (3), or section 4940(d)(2)? (see instructions) Yes No
- (5) Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals? Yes No

b If any answer is 'Yes' to 5a(1)-(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance (see instructions)?

Organizations relying on a current notice regarding disaster assistance check here

c If the answer is 'Yes' to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant?

Yes No

If 'Yes,' attach the statement required by Regulations section 53.4945-5(d).

6a Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?

Yes No

b Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract?

Yes No

If 'Yes' to 6b, file Form 8870.

7a At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction?

Yes No

b If yes, did the foundation receive any proceeds or have any net income attributable to the transaction?

5b		
6b		X
7b		

Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors

1 List all officers, directors, trustees, foundation managers and their compensation (see instructions).

(a) Name and address	(b) Title and average hours per week devoted to position	(c) Compensation (if not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
DAN HAGAN PO BOX 1225 COLUMBIA MO 65205	TRUSTEE 1.00	0.	0.	0.

2 Compensation of five highest-paid employees (other than those included on line 1— see instructions). If none, enter 'NONE.'

(a) Name and address of each employee paid more than \$50,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
NONE				
0				
0				
0				
0				

Total number of other employees paid over \$50,000

None

Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors (continued)

3 Five highest-paid independent contractors for professional services – (see instructions). If none, enter NONE.

(a) Name and address of each person paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		

Total number of others receiving over \$50,000 for professional services None

Part IX-A Summary of Direct Charitable Activities

List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc.	Expenses
1 -----	
2 -----	
3 -----	
4 -----	

Part IX-B Summary of Program-Related Investments (see instructions)

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2.	Amount
1 -----	
2 -----	
3 All other program-related investments. See instructions. -----	

Total. Add lines 1 through 3 ▶

Part X Minimum Investment Return (All domestic foundations must complete this part. Foreign foundations, see instructions.)

1 Fair market value of assets not used (or held for use) directly in carrying out charitable, etc, purposes:		
a Average monthly fair market value of securities	1a	
b Average of monthly cash balances	1b	
c Fair market value of all other assets (see instructions)	1c	
d Total (add lines 1a, b, and c)	1d	
e Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation)	1e	
2 Acquisition indebtedness applicable to line 1 assets	2	
3 Subtract line 2 from line 1d	3	0.
4 Cash deemed held for charitable activities Enter 1-1/2% of line 3 (for greater amount, see instructions)	4	0.
5 Net value of noncharitable-use assets. Subtract line 4 from line 3. Enter here and on Part V, line 4	5	0.
6 Minimum investment return. Enter 5% of line 5	6	0.

Part XI Distributable Amount (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations check here and do not complete this part.)

1 Minimum investment return from Part X, line 6	1	0.
2a Tax on investment income for 2009 from Part VI, line 5	2a	0.
b Income tax for 2009. (This does not include the tax from Part VI)	2b	
c Add lines 2a and 2b	2c	0.
3 Distributable amount before adjustments. Subtract line 2c from line 1	3	0.
4 Recoveries of amounts treated as qualifying distributions	4	
5 Add lines 3 and 4	5	0.
6 Deduction from distributable amount (see instructions)	6	
7 Distributable amount as adjusted Subtract line 6 from line 5 Enter here and on Part XIII, line 1	7	0.

Part XII Qualifying Distributions (see instructions)

1 Amounts paid (including administrative expenses) to accomplish charitable, etc, purposes:		
a Expenses, contributions, gifts, etc – total from Part I, column (d), line 26	1a	33.
b Program-related investments – total from Part IX-B	1b	
2 Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc, purposes	2	
3 Amounts set aside for specific charitable projects that satisfy the:		
a Suitability test (prior IRS approval required)	3a	
b Cash distribution test (attach the required schedule)	3b	
4 Qualifying distributions Add lines 1a through 3b. Enter here and on Part V, line 8, and Part XIII, line 4	4	33.
5 Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income. Enter 1% of Part I, line 27b (see instructions)	5	0.
6 Adjusted qualifying distributions. Subtract line 5 from line 4	6	33.

Note: The amount on line 6 will be used in Part V, column (b), in subsequent years when calculating whether the foundation qualifies for the section 4940(e) reduction of tax in those years.

Part XIII Undistributed Income (see instructions)

	(a) Corpus	(b) Years prior to 2008	(c) 2008	(d) 2009
1 Distributable amount for 2009 from Part XI, line 7				0.
2 Undistributed income, if any, as of the end of 2009:				
a Enter amount for 2008 only				
b Total for prior years: 20 __, 20 __, 20 __				
3 Excess distributions carryover, if any, to 2009:				
a From 2004				
b From 2005				
c From 2006				
d From 2007				
e From 2008				
f Total of lines 3a through e				
4 Qualifying distributions for 2009 from Part XII, line 4: ▶ \$ 33.				
a Applied to 2008, but not more than line 2a				
b Applied to undistributed income of prior years (Election required – see instructions) .				
c Treated as distributions out of corpus (Election required – see instructions) .				
d Applied to 2009 distributable amount				
e Remaining amount distributed out of corpus	33.			
5 Excess distributions carryover applied to 2009 (If an amount appears in column (d), the same amount must be shown in column (a))				
6 Enter the net total of each column as indicated below:				
a Corpus. Add lines 3f, 4c, and 4e. Subtract line 5	33.			
b Prior years' undistributed income. Subtract line 4b from line 2b		0.		
c Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed				
d Subtract line 6c from line 6b. Taxable amount – see instructions		0.		
e Undistributed income for 2008. Subtract line 4a from line 2a. Taxable amount – see instructions			0.	
f Undistributed income for 2009. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2010				0.
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3) (see instructions)				
8 Excess distributions carryover from 2004 not applied on line 5 or line 7 (see instructions)	0.			
9 Excess distributions carryover to 2010. Subtract lines 7 and 8 from line 6a	33.			
10 Analysis of line 9.				
a Excess from 2005	0.			
b Excess from 2006	0.			
c Excess from 2007	0.			
d Excess from 2008	0.			
e Excess from 2009	33.			

Part XIV Private Operating Foundations (see instructions and Part VII-A, question 9)

N/A

1 a If the foundation has received a ruling or determination letter that it is a private operating foundation, and the ruling is effective for 2009, enter the date of the ruling ▶

b Check box to indicate whether the foundation is a private operating foundation described in section 4942(j)(3) or 4942(j)(5)

	Tax year				(e) Total
	(a) 2009	(b) 2008	(c) 2007	(d) 2006	
2 a Enter the lesser of the adjusted net income from Part I or the minimum investment return from Part X for each year listed					
b 85% of line 2a					
c Qualifying distributions from Part XII, line 4 for each year listed					
d Amounts included in line 2c not used directly for active conduct of exempt activities					
e Qualifying distributions made directly for active conduct of exempt activities. Subtract line 2d from line 2c					
3 Complete 3a, b, or c for the alternative test relied upon:					
a 'Assets' alternative test – enter:					
(1) Value of all assets					
(2) Value of assets qualifying under section 4942(j)(3)(B)(i)					
b 'Endowment' alternative test – enter 2/3 of minimum investment return shown in Part X, line 6 for each year listed					
c 'Support' alternative test – enter:					
(1) Total support other than gross investment income (interest, dividends, rents, payments on securities loans (section 512(a)(5)), or royalties)					
(2) Support from general public and 5 or more exempt organizations as provided in section 4942(j)(3)(B)(iii)					
(3) Largest amount of support from an exempt organization					
(4) Gross investment income					

Part XV Supplementary Information (Complete this part only if the organization had \$5,000 or more in assets at any time during the year – see instructions.)

1 Information Regarding Foundation Managers:

a List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than \$5,000). (See section 507(d)(2).)

b List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest.

2 Information Regarding Contribution, Grant, Gift, Loan, Scholarship, etc, Programs:

Check here if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds. If the foundation makes gifts, grants, etc, (see instructions) to individuals or organizations under other conditions, complete items 2a, b, c, and d.

a The name, address, and telephone number of the person to whom applications should be addressed:

b The form in which applications should be submitted and information and materials they should include:

c Any submission deadlines:

d Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors:

Part XV Supplementary Information (continued)

3 Grants and Contributions Paid During the Year or Approved for Future Payment

Recipient	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
Name and address (home or business)				
<i>a Paid during the year</i>				
Total				▶ 3a
<i>b Approved for future payment</i>				
Total				▶ 3b

Schedule B
(Form 990, 990-EZ,
or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, 990-EZ, or 990-PF

OMB No. 1545-0047

2009

Name of the organization

THE HAGAN COMMUNITY FOUNDATION

Employer identification number

80-6141875

Organization type (check one):

Filers of:

Form 990 or 990-EZ

Form 990-PF

Section:

- 501(c)(____) (enter number) organization
 4947(a)(1) nonexempt charitable trust not treated as a private foundation
 527 political organization
 501(c)(3) exempt private foundation
 4947(a)(1) nonexempt charitable trust treated as a private foundation
 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule –

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, \$5,000 or more (in money or property) from any one contributor (Complete Parts I and II.)

Special Rules –

- For a section 501(c)(3) organization filing Form 990 or 990-EZ, that met the 33-1/3% support test of the regulations under sections 509(a)(1)/170(b)(1)(A)(vi) and received from any one contributor, during the year, a contribution of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ, that received from any one contributor, during the year, aggregate contributions of more than \$1,000 for use *exclusively* for religious, charitable, scientific, literary, or educational purposes, or the prevention of cruelty to children or animals. Complete Parts I, II, and III
- For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ, that received from any one contributor, during the year, contributions for use *exclusively* for religious, charitable, etc, purposes, but these contributions did not aggregate to more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc, purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc, contributions of \$5,000 or more during the year. ▶ \$ _____

Caution: An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF) but it **must** answer 'No' on Part IV, line 2 of their Form 990, or check the box on line H of its Form 990-EZ, or on line 2 of its Form 990-PF, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

BAA For Privacy Act and Paperwork Reduction Act Notice, see the Instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990, 990-EZ, or 990-PF) (2009)

Name of organization

Employer identification number

THE HAGAN COMMUNITY FOUNDATION

80-6141875

Part I Contributors (see instructions.)

(a) Number	(b) Name, address, and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
1	DAN HAGAN ----- PO BOX 1225 ----- COLUMBIA MO 65205 -----	\$ 10,000. -----	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
-----	-----	\$ ----- -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
-----	-----	\$ ----- -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
-----	-----	\$ ----- -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
-----	-----	\$ ----- -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)
-----	-----	\$ ----- -----	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution.)

Additional Information

PAGE 1, PART I, LINE 24

THE TRUST RECEIVES ADMINISTRATIVE SUPPORT FROM THE GRANTOR, DAN
HAGAN, WITHOUT CHARGE. THE VALUE OF THESE SERVICES IS NOT
RECORDED AS REVENUE OR EXPENSE BY THE TRUST.

Supporting Statement of:

Form 990-PF, p1/Line 1(a)

Description	Amount
DAN HAGAN	10,000.
Total	<u>10,000.</u>

**ATTACHMENT TO
2009 U.S. FORM 990-PF, RETURN OF PRIVATE FOUNDATION
FOR
THE HAGAN COMMUNITY FOUNDATION
FOR THE TAX YEAR ENDING DECEMBER 31, 2009**

**The Hagan Community Foundation
EIN: 80-6141875**

Part VII-A, line 3:

HCF51110dh

The Hagan Community Foundation

COPY

TABLE OF CONTENTS

Page No.

ARTICLE I

PURPOSE OF TRUST AND INTENTIONS OF GRANTOR

A. *Purpose* 1
B. *Intentions of Grantor* 2

ARTICLE II

DISBURSEMENTS AND RECORDS

A. *Budget* 3
B. *Charitable Expenditure Limitation* 3
C. *Operating and Administrative Expenses* 4
D. *Distribution of Gifts* 4
E. *Disbursements to be by Check* 4
F. *Expenditures / Purchase of Investments* 5
G. *Records of Meetings* 5
H. *Maintenance of Records* 5
I. *Annual Reports* 5
J. *Calendar Events* 6

ARTICLE III

INVESTMENT POLICIES

A. *Investment Criteria* 6
B. *Trustee's and Agent's Bonds* 7

ARTICLE IV

THE TRUSTEE

A. *Powers of Grantor as Trustee* 7
B. *Powers of Successor Trustees* 8



ARTICLE V

COMMUNITY GRANT COMMITTEES

- A. *Plan of Community Grant Committees* 8
- B. *Filing of Trust Documents* 9

ARTICLE VI

- GUIDANCE FOR SUCCESSOR TRUSTEES** 9

ARTICLE VII

ADMINISTRATIVE PROVISIONS

- A. *Savings Clause #1 - Must Qualify as Charitable Foundation* 10
- B. *Savings Clause #2 - Each Object and Purpose Separate and Distinct* 10
- C. *Prohibited Transactions* 11
- D. *Other Restrictions* 11
- E. *Non-Grantor Trust Provision* 12
- F. *Taxable Year* 12

ARTICLE VIII

GENERAL PROVISIONS

- A. *Grantor Gifts* 12
- B. *Non-Grantor Gifts* 12
- C. *Addition of Income to Principal* 12
- D. *Irrevocability* 12
- E. *No Power of Attorney to Modify Trust* 12
- F. *Access to Records* 13
- G. *Contracts* 13
- H. *Executive Director* 13
- I. *To Maintain Web Site* 13
- J. *Modifications to Trust Agreement* 14
- K. *Auditors and Financial Reports* 15
- L. *Termination of Trust* 15

COPY



ARTICLE IX

INTERPRETIVE RULES

A. *Governing Law* 16
B. *Dates of Actions* 16
C. *Pronouns* 16
D. *Singular and Plural* 16
E. *Headings* 16
F. *Signature* 17
G. *Incompetency* 17
H. *Location of Original Trust Agreements* 17

ARTICLE X

CONFLICTS OF INTEREST

A. *Definitions* 18
B. *Policy and Prohibitions* 18
C. *Procedure* 18

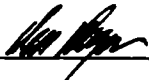
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ARTICLE XI

EXECUTION 18

ATTACHMENTS

New SCHEDULE A 23



The Hagan Community Foundation

Dan Hagan, of Columbia, Missouri (the "Grantor"), hereby transfers to himself as Trustee, and his successors in trust (the "Trustee"), Ten Thousand Dollars (\$10,000) plus any property which the Grantor elects to transfer to the Trustee from time to time hereafter. All such property shall be held by the Trustee, in trust, pursuant to the terms and conditions hereafter set forth. Said sum of Ten Thousand Dollars (\$10,000) shall constitute the initial principal of this Trust which shall be known as "The Hagan Community Foundation" (hereinafter referred to as the "Trust"). Because this Trust has been organized and shall operate hereafter as a trust of the type described in Section 501(c)(3) of the Internal Revenue Code of 1986, it is referred to in this document alternatively as the "Trust" and as the "Foundation." This Trust agreement was executed and the Trust created on the 16th day of December, 2009 (the "Effective Date"), this restatement is dated May 11th, 2010.

ARTICLE I PURPOSE OF TRUST AND INTENTIONS OF GRANTOR

This Trust agreement has been executed and created by the Grantor in order to fulfill the Purpose recited in this Article. All provisions of this Trust shall be construed in a manner which is consistent with the Purpose and Intentions of Grantor set forth in this Article.

A. **Purpose.** This Trust has been created and the income and principal thereof shall be used exclusively for "Charitable Purposes" such that this Trust will be treated as an "exempt organization" described in Section 501 (c)(3) of the Internal Revenue Code of 1986 (the "Code"), or the corresponding section of any future tax code. All such charitable distributions of this Trust shall be limited as follows:

1. While the Grantor is serving as the Trustee, the Trustee shall have the discretion to distribute the Trust's income and principal, in any amount determined by Grantor: (i) for charitable purposes or activities of the type which are generally described in Section 501(c)(3) of the Code; or (ii) to distribute same to exempt organizations (including any exempt organization established by the Grantor) of the type described in Section 501(c)(3) of the Code. Any such distribution shall be used exclusively by such exempt



organizations to undertake or to fund those charitable purposes of the type permissible under the Code.

2. After the Grantor's death or incompetency, the Trustee shall protect, preserve and manage the assets of this Trust for the sole and exclusive benefit of exempt community organizations located within the outermost municipal boundaries of Columbia, Fayette and New Franklin, Missouri, pursuant to the provisions of this Trust Agreement, attached New Schedule A, and the Grantors "Plan of Community Grant Committees." **ALL** distributions of this Trust shall be to exempt community organizations located in Columbia, Fayette and New Franklin, Missouri.

B. ***Intentions of Grantor.*** The Grantor intends and directs that this Trust be administered such that all charitable activities undertaken by the Trustee are consistent with the following:

1. The Grantor shall not be a beneficiary of this Trust, directly or indirectly.

2. No person who is within the third degree of consanguinity with the Grantor shall be a beneficiary, directly or indirectly, of this Trust.

3. The Grantor while acting as Trustee of this Trust shall be entitled to an annual fee for acting as Trustee of this Trust, but never in excess of Four Tenths of One Percent (.40%) of the market value of the assets of this Trust. The value of the Trust assets for this purpose shall be the value of the Trust assets used to determine this Trust's annual expenditure limitation for charitable Purposes; Article II, paragraph B.

4. This Trust shall be considered as a "Private Foundation" within the meaning of Section 509 of the Code, as amended, from time to time (26 U.S.C. Section 509). The Grantor believes that substantially all of the funding for the Trust's activities will come either from gifts made on account of and in the event of the Grantor's death, from gifts to this Trust by the Grantor during the Grantor's lifetime, or from gifts or transfers made to this Trust from other trusts created by the Grantor.

5. This Trust shall exist indefinitely and in perpetuity for so long as it has funding and can carry out its Purpose, unless terminated in accordance with paragraph H of Article VIII.

6. This Trust shall qualify as an entity to which "charitable gifts" may be made within the meaning of Sections 170 and 2055 of the Code, i.e., the Grantor intends



that this Trust be an "exempt organization" as described in Section 501(c)(3) of the Code, as a "foundation" described in Section 170(c)(2) of the Code, as a trust described in Section 2055(a)(3) of the Code, and as a trust described in Section 2522(a)(2) of the Code.

7. This Trust shall continue to qualify under the provisions of the Code for the favorable tax treatment recited above in paragraph 6 of this paragraph B, including any substitute or successor sections of the Code.


8. As hereafter stated in paragraph J of Article VIII, this Trust shall be subject to amendment and restatement by the Grantor, at any time and from time to time, during the Grantor's remaining lifetime. However, no such amendment or restatement shall have the effect of causing this Trust Agreement to violate paragraph A (Purpose) and subparagraphs 1 through 7 of paragraph B (Intentions of Grantor) of this Article.

ARTICLE II

DISBURSEMENTS AND RECORDS

A. **Budget.** After the Grantor's death or incompetency, the Trustee of The Hagan Trust shall determine, by February 15 of each year, the amount of distributable funds that will be available for this Trust for the current year, taking into account paragraph B and paragraph D of this Article II, and shall provide such information to the Trustee of this Trust. Upon receipt of such information, the Trustee shall prepare an annual budget for the current fiscal year. The budget shall then be submitted to the Trustee of The Hagan Trust by March 15 for review and signature approval. Upon approval of the budget by the Trustee of The Hagan Trust, and after approval of the budget at the quarterly meeting which is also the annual meeting of Trustees to be held on the Fourth (4th) Tuesday in April of each year, the Trustee shall provide a copy of the budget to each Trustee of The Hagan Community Foundation; the Trustee of The Hagan Trust, the Trustee of The Hagan Endowment, and to each member on Community Grant Committees.

B. **Charitable Expenditure Limitation.** After the Grantor's death or incompetency, the Trust's annual expenditures for charitable purposes (including operating and administrative expenses) shall be limited to Five Percent (5%) of the Trust's "non-charitable use assets" in order to provide for present and future beneficiaries; non-charitable use assets are defined as those assets which would be required to be taken into account in determining the Trust's minimum investment return under Section 4942(e) of the Code and



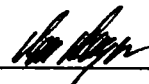
Treasury Regulations Section 53.4942(e)-2(c)(2), including any substitute or successor sections; however, and notwithstanding the forgoing, the Trustee shall nevertheless expend from the income and principal of this Trust such funds as are necessary to prevent the Trust from becoming liable for additional Federal Income Taxes under Section 4942 of the Code. The avoidance of taxation under said Section 4942 shall take precedence over the expenditure limitation of this paragraph.

To the extent that liability for additional tax under said Section 4942 can be avoided, to minimize distribution volatility due to unusual gains or losses in the investment portfolio and to smooth out annual expenditures, adjustments shall be made periodically to the above targeted spending levels to reduce accumulated shortfalls or overages in distributions of prior years. The Trust's distribution policy shall be based on the rolling average of the Trust's assets for the prior Three (3) calendar years ending December 31, or the average of all prior calendar years ending December 31 if less than Three (3) years. Distributions of this Trust shall be made by May 1 of each year.

C. ***Operating and Administrative Expenses.*** After the Grantor's death or incompetency, the total annual expenditures of this Trust for operating and administrative expenses for charitable and non-charitable purposes shall be limited to Fifteen (15%) of each year's annual budget exclusive of extraordinary one-time expenses and payment of taxes. All such expenditures shall be minimized to the extent reasonably possible. An extraordinary expense is defined as a one-time non-recurring expense due to circumstances outside the control of the Trustee or Executive Director and in an amount in excess of Five Percent (5%) of the dollar amount available for operating and administrative expenses.

D. ***Distribution of Gifts.*** In the event this Trust is named as the recipient of gifts or transfers from the Grantor, or from gifts or transfers made to this Trust from other trusts (both charitable and noncharitable) created by the Grantor, all such funds shall be considered by the Trustee as principal, unless designated otherwise by the Grantor, and shall be invested and reinvested by the Trustee thereafter in accordance with the terms of this Trust agreement relating to the investment and reinvestment of principal and accumulated income as hereafter stated in Article III.

E. ***Disbursements to be by Check.*** After the Grantor's death or incompetency, to be valid each check issued by this Trust must be signed by two individuals authorized by the Trustee to sign checks. The Trust shall only have one checking account at any one



moment in time.

F. **Expenditures / Purchase of Investments.** After the Grantor's death or incompetency, all financial expenditures (except for monthly recurring expenditures previously authorized by the Trustee) greater than Two Thousand Dollars (\$2,000) shall not be authorized or permitted without the prior signature approval of the Trustee. All purchases or contracts for services requiring an expenditure of greater than Five Thousand Dollars (\$5,000) shall be put out for public bid. Contracts for services shall be limited to a Three (3) year term.

Each transaction that involves the purchase or sale of a Trust investment shall require the prior signature approval of Three (3) Trustees.

G. **Records of Meetings.** After the Grantor's death or incompetency, the Trustee shall keep written records of all annual, quarterly and special meetings of this Trust and all such records shall have the signature approval of all Trustees in attendance at such meetings and shall be retained by the Trust.

H. **Maintenance of Records.** After the Grantor's death or incompetency, the Trustee shall permanently retain at the office of the Trust all records that relate to the administration of this Trust including but not limited to: minutes of meetings, audits, financial reports, compliance reports, annual reports, financial records, purchase and sale of investments, tax returns, contractual agreements, records relating to charitable distributions, and records relating to other exempt organizations established by Grantor that have been received by the Trustee. The Trust shall maintain a comprehensive backup of such records at a secure off site location, and update such records by December 31 of each year.

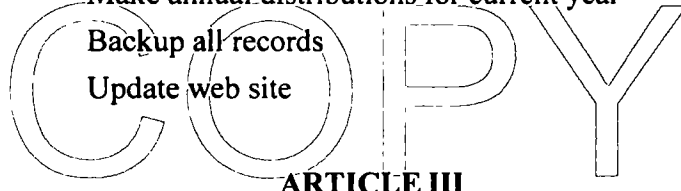
I. **Annual Reports.** After the Grantor's death or incompetency, the Trustee shall arrange for the certified public accountant used by The Hagan Trust to perform an annual audit of the Trust records. The accountant shall prepare a financial report and compliance report. The financial report shall include an itemized listing of all receipts, deposits, expenditures, and disbursements for the prior calendar year. The compliance report shall include specificity regarding: (1) compliance with charitable distribution requirements and limitations; (2) compliance with expense limitations; (3) compliance with investment criteria and limitations; (4) compliance with management guidelines; (5) compliance with Grantor's Plan of Community Grant Committees; and (6) compliance with fiduciary responsibilities. All such reports shall be prepared and certified to by such certified public accountant; Article



VIII, Paragraph K. The Trustee shall provide a copy of such reports by the first Tuesday in April of each year: i) to each Trustee and Executive Director of: The Hagan Community Foundation; The Hagan Scholarship Foundation; The Hagan Trust; The Hagan Endowment; and, ii) to each Trustee and Executive Director, if any, of other exempt organizations established by Grantor.

J. **Calendar Events.** After the Grantor's death or incompetency, the Trustee shall conform with the following dates:

<u>By Date or Event</u>	<u>Item / Description</u>
February 15	a. Complete prior year audit b. Determine amount of distributable funds for current year
March 15	a. Complete Annual Report for the prior calendar year b. Prepare Budget for current year
1 st Tuesday in April	Deliver Prior Year Annual Report
4 th Tuesday in April	Annual Meeting, Finalize and Approve Budget for current year
May 1	Make annual distributions for current year
December 31	Backup all records
December 31	Update web site



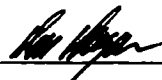
ARTICLE III

INVESTMENT POLICIES

A. **Investment Criteria.** The Trustee shall invest and reinvest the Trust principal and accumulated income pursuant to the following terms, conditions, and limitations:

1. While Grantor is Serving as Trustee: So long as the Grantor is serving as the Trustee of this Trust, then the Grantor shall have the discretion to invest the Trust's assets in accordance with the provisions of the Prudent Investors Act as adopted by the State of Missouri and in accordance with the provisions of the Missouri Uniform Trust Code (Sections 456.1-101 through 456.11-1106 of the Revised Statutes of Missouri, as amended from time to time hereafter).

2. Limitations After the Grantor's Death or Incompetency: After the Grantor's death or incompetency, the successor Trustee shall invest and reinvest the Trust assets (principal and accumulated income) only in CASH and CERTIFICATES OF DEPOSIT which are One Hundred Percent (100%) guaranteed by the Federal Deposit



Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or successor governmental agency, and which do not have maturities at the time of purchase in excess of Three (3) years.

3. Additional Investment Limitations After the Grantor's Death or Incompetency: In addition to the foregoing limitations all non-charitable use assets of this Trust which exceed One and One-Half (1.5 X) times the current year budget on the first working day of any calendar month shall be transferred to and managed by The Hagan Trust, pursuant to a written management agreement between The Hagan Trust and The Hagan Community Foundation.

B. ***Trustee's and Agent's Bonds.*** After the Grantor's death or incompetency, any Trustee, officer or agent of the Trustee who has any discretionary or signatory authority over any of the funds or assets of this Trust shall be bonded to cover theft, embezzlement and absconding; and, in the absence of such bond, shall not have such authority. The amount of such bond of any Trustee having such authority shall be subject to approval by the Trustee, but shall not be less than Five Hundred Thousand Dollars (\$500,000). The premiums for such bonds shall be paid by the Trust. Such bonds shall be issued by a company rated A or higher by A.M. Best Company or by a company having an equivalent investment grade rating as determined by a nationally recognized credit rating agency.

ARTICLE IV THE TRUSTEE

The Grantor, Dan Hagan, shall serve as Trustee of this Trust until his death or incompetency. Upon the death or incompetency of the Grantor, The Hagan Trust shall appoint Five (5) successor Trustees of this Trust. Successor Trustees of The Hagan Community Foundation shall be subject to removal at any time, with or without cause, by the Trustee of The Hagan Trust.

A. ***Powers of Grantor as Trustee.*** In administering this Trust and in selecting investments and otherwise performing the duties imposed upon the Trustee, the Grantor, while acting as Trustee, shall have those powers which are generally recited and set forth in the Missouri Uniform Trust Code (Sections 456.1-101 through 456.11-1106 of the Revised Statutes of Missouri, as amended from time to time hereafter).



B. ***Powers of Successor Trustees.*** The rights and powers the Grantor has reserved under this Trust to revoke or amend shall not pass on to a successor Trustee, except as permitted by Article VII, paragraph A. In administering this Trust, successor Trustees shall have those powers which are generally recited and set forth in the Missouri Uniform Trust Code (Sections 456.1-101 through 456.11-1106 of the Revised Statutes of Missouri, as amended from time to time hereafter); however, no such statutory provisions shall take precedence over the limitations, terms, and conditions set forth in this Trust agreement. When there is any conflict between the authority granted by said statutes and the obligations or restrictions imposed upon the Trustee, the provisions of this Trust Agreement and Schedule A shall govern and take precedence. The provisions of Section 456.1-101 through 456.11-1106 RSMo. are incorporated herein by reference to the extent required in order to give effect to the intents and purposes of this clause of this Trust agreement.

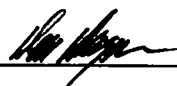
ARTICLE V

COMMUNITY GRANT COMMITTEES

The Grantor as and acting in the separate and fiduciary capacity as the Trustee of this Trust shall determine and distribute all grants of this Trust until his death or incompetency. After the death or incompetency of the Grantor, the successor Trustee shall establish Community Grant Committees in Columbia, Fayette and New Franklin, Missouri, pursuant to the Plan of Community Grant Committees, hereafter described in paragraph A of this Article.

A. ***Plan of Community Grant Committees.*** The Grantor shall make a "Plan of Community Grant Committees" and at any time and from time to time hereafter may replace such Plan of Community Grant Committees with a replacement Plan of Community Grant Committees until the death or incompetency of the Grantor. The Plan of Community Grant Committees may provide for the selection or appointment of members of Community Grant Committees; designate a procedure to follow for the selection and appointment of such members; impose qualifications or requirements, compensation, and other terms and conditions for such service; designate a procedure to follow when selecting exempt organizations to receive funding from this Trust, when determining grant amounts and so on, all as the Grantor, in the Grantor's sole discretion, may incorporate in such plan.

After Grantor's death or incompetency. After the Grantor's death or incompetency,



community grant committee members shall be selected in accordance with the signed original Plan of Community Grant Committees prepared by the Grantor and placed inside a sealed envelope addressed to "Successor Members of The Hagan Community Grant Committees." To be valid, the sealed envelope containing the Plan of Community Grant Committees must be attached to the signed original of this Trust Agreement and the Plan of Community Grant Committees must be signed by the Grantor in the presence of and be attested by Four (4) witnesses known to Grantor and all Five (5) signatures must be notarized.

B. ***Filing of Trust Documents.*** After the Grantor's death or incompetency, the signed original Trust Agreement last filed by the Grantor with the IRS, the signed original attached New Schedule A last filed by the Grantor with the IRS, and the Grantor's last signed original Plan of Community Grant Committees shall be filed with the Circuit Court of Boone County, Missouri, Probate Division; and, if filed in the event of Grantor's death, the Trust Agreement, attached New Schedule A, and the Grantor's last signed original Plan of Community Grant Committees shall be filed with the filing of the Grantor's Last Will and Testament. After the Grantor's death or incompetency, the Grantor's last signed original Plan of Community Grant Committees shall be filed with the IRS, if not filed by the Grantor during the Grantor's lifetime.

After the Grantor's death or incompetency, the signed original of this Trust Agreement, signed original attached New Schedule A, and signed original Plan of Community Grant Committees shall be retained by the Trustee and held by the Trustee in accordance with Article IX, paragraph H of this Trust Agreement.

ARTICLE VI

GUIDANCE FOR SUCCESSOR TRUSTEES

The Grantor is aware that charitable foundations often fail to achieve their full potential due to mission creep, the wasting of assets and poor management.

Thus, it is the Grantor's Intent:

A. That charitable distributions of this Trust shall only be used to fund exempt community organizations pursuant to this Trust Agreement, attached New Schedule A, and the Grantor's Plan of Community Grant Committees; that charitable distributions of this Trust shall be limited pursuant to Article II, paragraph B, in order to provide for present and



future beneficiaries;

B. That Trust expenses shall be minimized to the extent reasonably possible, to maximize the amount of Trust assets available for charitable purposes; and,

C. That when implementing the Grantor's Intent as determined by a thorough and objective reading of this Trust Agreement, by a thorough and objective reading of attached New Schedule A, and by a thorough and objective reading of the Grantor's Plan of Community Grant Committees; that all such provisions and subsequent interpretation shall be construed and viewed as a complete unit rather than putting a "trick interpretation or twist" on any one word or phrase.

ARTICLE VII

ADMINISTRATIVE PROVISIONS

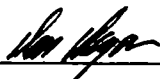
A. ***Savings Clause #1 - Must Qualify as Charitable Foundation.*** The Grantor intends that this Trust will qualify as a charitable foundation within the meaning of Sections 501(c)(3), 2055, 2522 and 170(c) of the Code, and will qualify as an entity exempt from Federal income tax under Section 501(a) of the Code. The Grantor also intends that contributors to the Trust will obtain the full benefit of any income, gift and estate tax charitable contribution deductions to which they may be entitled under the Code. Accordingly, notwithstanding any provision herein to the contrary, the provisions of this Agreement shall be construed and this Trust administered and disposed of in accordance with his intention and in a manner consistent with such Code sections. No right, power or discretion granted to the Trustee or any other person by this Agreement or by law shall be exercisable in a manner that would cause this Trust to fail to satisfy the requirements of a charitable trust within the meaning of such Code sections. Should the provisions of this Agreement be inconsistent or in conflict with such Code sections (or applicable regulations, revenue rulings, revenue procedures, notices or other administrative pronouncements), then such sections (or regulations, revenue rulings, revenue procedures, notices or administrative pronouncements) shall take precedence over the provisions that are set forth herein. The trustee may amend this Agreement in any manner for the purpose of complying, but only to the extent necessary, with the requirements of the Code in order to qualify the trust as a charitable trust within the meaning of the aforesaid Code sections.



B. **Savings Clause #2 - Each Object and Purpose Separate and Distinct.** The Grantor intends that each object and purpose of this Trust Agreement shall be deemed and treated as separate and distinct from each and every other object and purpose thereof to the end that no provision of this Trust shall be deemed or declared illegal, invalid or unenforceable by reason of any other provision or provisions of this Trust being adjudged or declared illegal, invalid or unenforceable. In the event any one or more of the provisions of this Trust are declared or adjudged illegal, invalid or unenforceable then each and every other provision of this Trust shall take effect as if the provision or provisions so declared or adjudged to be illegal, invalid or unenforceable had never been contained in this Trust Agreement. Any and all properties and funds which would have been utilized under and pursuant to any provision so declared or adjudged illegal, invalid or unenforceable shall be utilized under and in accordance with the other provisions of this Trust Agreement. In the event any exempt organization for which provision is herein made shall cease to exist for any cause whatever, then so much of the funds and properties of this Trust as otherwise would be utilized for same shall be thereafter utilized for the remaining objects and purposes of this Trust.

C. **Prohibited Transactions.** The Trustee shall make distributions at such time and in such manner as not to subject the Charitable Trust to tax under Section 4942 of the Code. Notwithstanding any provision herein to the contrary, the Trustee shall not engage in any act of self-dealing, as defined in Section 4941(d) of the Code, and shall not make any taxable expenditures, as defined in Section 4945(d) of the Code. The Trustee shall not make any investments that jeopardize the charitable purposes of the Charitable Trust, within the meaning of Section 4944 of the Code, or retain any excess business holdings, within the meaning of Section 4943(c) of the Code.

D. **Other Restrictions.** No part of the net earnings of the Trust shall inure to the benefit of or be distributable to the Grantor, Trustee, or other private individuals, except that the Trustee shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No part of the activities of this Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Trust shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other



provision to the contrary, the Trust shall not carry on any activities not permitted to be carried on by: (i) a trust exempt from Federal income tax under Section 501(a) of the Code; or (ii) a trust, contributions to which are deductible under Section 170(c)(2) of the Code.

E. **Non-Grantor Trust Provision.** Notwithstanding any provision of this Agreement to the contrary, neither the Grantor nor the Trustee, nor any person hereafter appointed as Trustee, shall have any power that would cause any person to be treated as the owner of any portion of the trust created hereunder under Sections 671 through 679 of the Code.

F. **Taxable Year.** The taxable year of this Trust shall be the calendar year.

ARTICLE VIII

GENERAL PROVISIONS


A. **Grantor Gifts.** In the event this Trust is named as the recipient of funds from the Grantor or from another trust established by Grantor, all such funds shall be considered by the Trustee as principal unless designated otherwise by the Grantor and shall be invested and reinvested by the Trustee thereafter in accordance with the terms of this Trust agreement relating to the investment and reinvestment of principal and accumulated income.

B. **Non-Grantor Gifts.** Any person may gift property of any kind to this Trust with the consent of the Trustee. However, except for gifts made by Grantor or by Trusts established by Grantor, no gift, bequest, or devise of any property to this Trust shall be received or accepted by the Trustee if the disposition of such property is conditioned or limited in any way by the contributor, and all such gifts shall be considered principal.

C. **Addition of Income to Principal.** All Trust income that is not paid to charitable organizations or otherwise expended by the Trust shall be accumulated, and at least annually, added to the Trust principal.

D. **Irrevocability.** Except as may be expressly provided herein to the contrary, neither the Trustee, nor the Grantor or any other person shall have the power to revoke, alter or amend this Trust.

E. **No Power of Attorney to Modify Trust.** The rights and powers the Grantor has reserved under this Trust may only be exercised by the Grantor, and may not be exercised or released by the Grantor's power of attorney. Nor shall any such power to revoke or amend be presumed to have been granted or be granted by any court to any guardian, conservator



or other person on the Grantor's behalf.

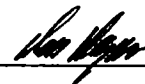
F. **Access to Records.** Any Trustee or Executive Director of any exempt organization established by the Grantor during Grantor's lifetime, or any Family member of the Grantor related by blood or marriage, or an individual having written authorization of a Family member, shall have the right of signature access to inspect the books and records of this Trust at any time and from time to time during normal working hours.

G. **Contracts.** The Trust shall not enter into contracts or employment agreements for terms in excess of Three (3) years; except for contracts renewable at the option of the Trustee with each renewal term not to exceed Three (3) years.

H. **Executive Director.** The Grantor, while Grantor is serving as Trustee, and any successor Trustee, may hire an Executive Director or an assistant, on an as needed basis, to assist the Trustee in discharging the responsibilities and performing the functions necessary under this Trust Agreement. All such compensation shall be reasonable and not excessive. After the Grantor's death or incompetency, any such Executive Director or assistant hired by a successor Trustee shall be subject to removal with or without cause with Thirty Days (30) prior written notice. The removal shall be effective on the date the notice is received by the individual being removed, but said individual shall be entitled to his or her compensation for an additional Thirty Days (30) from the date the notice is received by the affected individual. The Executive Director shall not be appointed as a Trustee or have a vote at meetings of the Trustees. However, the Executive Director shall be present and be allowed to participate in Trustee meetings except when the Executive Director's job performance or salary is discussed. The Executive Director shall report to the Trustee. Employees not reporting directly to the Trustee shall report to the Executive Director.

I. **To Maintain Web Site.** After the Grantor's death or incompetency, if the Trust does not have a web site, the successor Trustee shall establish within Six (6) months time and thereafter maintain, an Internet web site in the name of this Trust to inform the general public about the Trust, its Purpose, and its Charitable Activities. Information on the web site shall be kept current, and updated at least annually by December 31 each year, and shall include at a minimum the following information:

1. History and Purpose of the Trust
2. Charitable Activity - to fund exempt community organizations
3. Information about the Trustees and Executive Director



4. Annual Reports for the prior Three (3) years
5. 990 PF filings for the prior Three (3) years
6. Audited Financial Reports for the prior Three (3) years
7. Audited Compliance Reports for the prior Three (3) years
8. The Hagan Community Foundation Agreement and attached New Schedule A
9. Information about the Grantor
10. Hyperlinks to other exempt organizations established by the Grantor and having a web site.

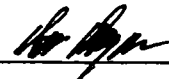
J. ***Modifications to Trust Agreement.*** This Trust shall be irrevocable, but shall be subject to modification as follows:

1. During Grantor's Lifetime. The Grantor shall not engage, directly or indirectly, in any activity that would invalidate the exemption of this Trust from Federal Income Taxation as an entity described in Sections 501(c)(3) of the Code, as a "foundation" described in Sections 509 and 170(c)(2) of the Code, as a trust described in Section 2055(a)(3) of the Code, and as a trust described in Section 2522(a)(2) of the Code. Subject to this limitation, the Grantor may, at any time, and from time to time, prior to the Grantor's death or incompetency, amend, modify or restate this Trust agreement, in whole or in part, except as prohibited by Article I, paragraph A (Purpose), or subparagraph 8 of paragraph B (Intentions of Grantor).

2. Method of Affecting Amendments using Schedule A. The Grantor may amend, modify or restate any portion of this Trust Agreement which is permitted to be amended by the Grantor by modifying Schedule A hereto and attaching a New Schedule A to this Trust Agreement which incorporates such amendments or by restating this Trust. The Grantor may amend Schedule A at any time, and, from time to time, until the Grantor's death or incompetency.

3. Validity of Grantor Modifications. To be valid, any amendment, modification or restatement of this Trust Agreement or Schedule A of this Trust Agreement made by the Grantor, in whole or part, shall be subject to the following:

a. The Grantor must sign and date each page of such document in the presence of and be attested by Four (4) witnesses known to Grantor and all Five (5) signatures must be notarized;



b. A copy of the signed original document must be filed with the IRS by certified mail return receipt requested (USPS) within Three Calendar (3) days of the date signed by Grantor and must be filed during the Grantor's lifetime. The signed cover letter to the IRS must display the USPS unique mail identifier and identify the submitted document;

c. A copy of the cover letter and USPS certified mail return receipt must be attached to the signed original document being held by the Grantor pursuant to Article IX, paragraph H of this Trust Agreement.

4. After the death or incompetency of Grantor. After the death or incompetency of the Grantor, the successor Trustee shall not amend, modify, change or restate this Trust Agreement or any attached New Schedule A or the "Plan of Community Grant Committees" except as permitted by Article VII, paragraph A.

K. ***Auditors and Financial Reports.*** After the Grantor's death or incompetency, the Trustee of The Hagan Trust shall arrange for and pay for the certified public accountant used by The Hagan Trust to perform an annual audit of the books of this Trust and shall prepare a financial report and compliance report. The audited reports of this Trust shall be completed by February 15 of each year and certified to by a certified public accountant employed by an accounting firm having Three (3) or more full-time certified public accountants on its payroll. No accounting firm or certified public accountant shall audit or prepare financial or compliance reports for this Trust for more than Five (5) consecutive calendar years. However, an accounting firm or certified public accountant who ceases to do audit work for the Trust for a period of One (1) full calendar year, shall be eligible to be reappointed, annually, for up to Five (5) additional calendar years, and so on. The auditor shall be independent of influence from the Trustee and Executive Director, and shall not have as a client a Trustee or Executive Director of The Hagan Community Foundation, The Hagan Trust or The Hagan Endowment.

L. ***Termination of Trust.*** In the Grantor's discretion, and during the Grantor's lifetime, the Grantor may elect to terminate this Trust by distributing to other exempt organizations, including any exempt organization established by Grantor, all of the assets of this Trust which remain after paying, or after making adequate provision for the payment of, all liabilities of this Trust. Any such distribution must be to one or more exempt organizations which qualify under Section 501 (c)(3) of the Code.



After the death or incompetency of the Grantor, the Trustee shall not have the right to terminate this Trust for so long as the trust estate exceeds Five Hundred Thousand Dollars (\$500,000). If the Trust estate at any time after the death of Grantor is less than Five Hundred Thousand Dollars (\$500,000) this Trust shall be dissolved and the assets of this Trust shall be distributed to the Curators of the University of Missouri-Columbia, to be used to establish a permanent endowment in the Grantor's name to award University of Missouri-Columbia scholarships to graduating public high school students living in Howard County, Missouri, or to increase such endowment if such endowment exists. In the event the University of Missouri-Columbia does not exist or will not accept said funds then the assets of this Trust shall be distributed to one or more charities or charitable organizations which are carrying out charitable activities similar to those activities being carried out by this Trust and which qualify for exempt purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future federal income tax code.

ARTICLE IX

INTERPRETIVE RULES


A. **Governing Law.** This Trust shall be construed and administered, and the validity of each trust hereunder shall be determined, in accordance with the laws of the State of Missouri, without giving effect to its conflicts of law principles. The Trustee may not amend this section or take any other action to change the jurisdiction whose law shall govern the construction, administration and validity of the trust other than the state of Missouri. After the Grantor's death or incompetency, the initial venue for all actions brought in connection with the construction of this Trust or the administration of this Trust shall be in the Probate Division of the Circuit Court of Boone County, Missouri.

B. **Dates of Actions.** If any date falls on a Saturday, Sunday or Federal Holiday said date shall be considered to be the next working day.

C. **Pronouns.** As used herein, the pronouns "he," "she," "his," "hers," "him," "her", "it" and "its" shall include the masculine, feminine, neuter and plural thereof.

D. **Singular and Plural.** As used herein, the singular shall include the plural, and the plural shall include the singular, wherever the context and facts require such construction.

E. **Headings.** The headings, titles and subtitles herein are for convenience of



reference only and are to be ignored in any construction of the provisions contained herein.

F. **Signature.** Any time the word "signature" is used preceding a word (such as Signature Access, Signature Approval, Signature Inspection and Signature Consent) it means that it takes the written signature of the individual or trustee.

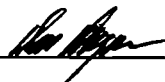
G. **Incompetency.** "Incompetency" as it relates to Grantor means after Grantor has been declared incompetent or incapacitated under the laws of the State of Missouri after a trial by jury.

H. **Location of Original Trust Agreements.** One (1) original of this Trust Agreement, One (1) original attached New Schedule A, and One (1) original attached Plan of Community Grant Committees shall be executed and shall be held by the Grantor while the Grantor is serving as Trustee of this Trust. Upon the death of the Grantor, the signed original of this Trust Agreement, attached signed original New Schedule A, and attached signed original Plan of Community Grant Committees shall be filed in the Circuit Court of Boone County, Missouri, Probate Division. After the death of the Grantor, the original of this Trust Agreement, attached signed original New Schedule A, and attached original signed Plan of Community Grant Committees shall be held by the Trustee of The Hagan Trust in the safe-deposit box of The Hagan Trust, and a certified copy of this Trust Agreement, attached New Schedule A, and attached Plan of Community Grant Committees shall be provided to each of the Grantor's siblings. After the death of Grantor, any interested party may obtain a copy of the filed original of this Trust Agreement, and any restatements of the Trust Agreement and attached documents, from the Circuit Court of Boone County, Missouri, Probate Division.

ARTICLE X

CONFLICTS OF INTEREST

The purpose of this Article is to protect the interests of this Trust from the adverse effects of any transaction or arrangement which involves the Trustee, Executive Director, or any interested person hereafter defined. The provisions of this Article are intended to supplement and not replace any applicable state or federal laws governing conflicts of interest applicable to not for profit and charitable organizations. Furthermore, no such statutory provisions shall take precedence over the limitations, terms, and conditions set forth in this Article. When there is any conflict between the authority granted by said statutes



governing conflicts of interest and the obligations or restrictions imposed upon the Trustee, the provisions of this Trust agreement shall govern and take precedence.

A. **Definitions.** In this Article, the following terms will have the following meanings:

1. **Financial Interest:** "Financial Interest" means an economic benefit, direct or indirect, including gifts or favors, which in the aggregate exceeds \$100 in any calendar year (except for the reimbursement for actual expenses incurred by the Trustee, Executive Director, or any interested person hereafter defined, in fulfilling his or her responsibilities under this Trust.)

2. **Interested Person:** "Interested Person" means any Trustee, Executive Director or other person with powers delegated to that person by the Trustee who has a direct or indirect Financial Interest (as defined above) in a transaction with or payment from this Trust.

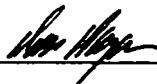
B. **Policy and Prohibitions.** Any transaction to be undertaken by this Trust which creates a Financial Interest in any Interested Person is a conflict of interest. Any Interested Person shall have an affirmative duty, and obligation, to fully disclose to the then acting Trustee of this Trust all details surrounding any possible conflict of interest with respect to a proposed transaction which may create a conflict of interest.

C. **Procedure.** Following the disclosure of any potential transaction by any Interested Person to the then acting Trustee of this Trust which may involve a conflict of interest, the Trustee shall determine if a conflict of interest exists. If the then acting Trustee of this Trust determines that a conflict of interest exists, the Interested Person shall not be permitted to engage in such transaction. If the Trustee determines that a conflict of interest does not exist, such transaction shall require the signature approval of the Trustee of The Hagan Trust.

ARTICLE XI

EXECUTION

Pursuant to the foregoing, the Grantor, in his separate capacity as Grantor and Trustee of The Hagan Community Foundation, does hereby agree to be bound in accordance with the terms set forth above, and the successor Trustees of this Trust, also agree to be bound in accordance with the terms hereof by virtue of succeeding to the office of Trustee at any time



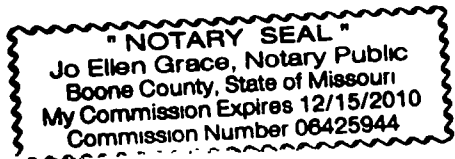
hereafter. The Trust agreement was executed and the Trust created on the 16th day of December, 2009 (the "Effective Date"), this restatement is dated May 11th, 2010.

In Witness Whereof, the said Dan Hagan has subscribed his name to this Trust Agreement, consisting of Twenty Five (25) pages, including New Schedule A and signature pages, each page of which he has identified by signing his name on the bottom thereof, all on the day and year first above written.

Dan Hagan
Dan Hagan, Grantor

State of Missouri)
) ss.
County of Boone)

On this 11th day of May, 2010, before me, a Notary Public, in and for said county and state, personally appeared Dan Hagan, known-to-me to be the person who executed the foregoing Trust restatement, The Hagan Community Foundation, and after being duly sworn, acknowledged to me that he executed the same as his free act and deed in his capacity as Grantor for the purposes therein stated, and that the statements therein stated are true to the best of his knowledge and belief.



Jo Ellen Grace
Jo Ellen Grace, Notary Public
Commissioned in Boone County, Missouri
My commission expires 12-15-2010



Dan Hagan

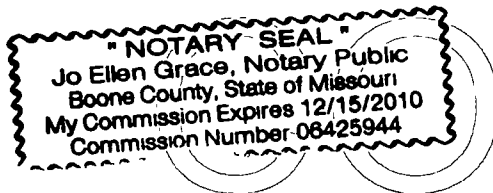
The undersigned hereby accepts the foregoing restated Trust and attached New Schedule A of The Hagan Community Foundation and hereby agrees to be bound in accordance with the terms of said Trust and the attached New Schedule A as of the day and year last above written.

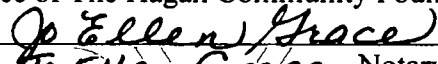


Dan Hagan, Trustee

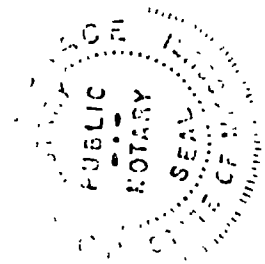
State of Missouri)
) ss.
County of Boone)

On this 11th day of May, 2010, before me, a Notary Public, in and for said county and state, personally appeared Dan Hagan, known to me to be the person who executed the foregoing Trust and after being duly sworn, acknowledged to me that he executed the same as his free act and deed in his capacity as Trustee of The Hagan Community Foundation.





Jo Ellen Grace, Notary Public
Commissioned in Boone County, Missouri
My commission expires 12-15-2010





We hereby certify that the foregoing Trust restatement was signed on this 11th day of May, 2010 by Dan Hagan, in his capacity as Grantor and as Trustee of The Hagan Community Foundation, in our presence, who, at his request and in his presence and in the presence of each other, have subscribed our names below as witnesses thereto, believing Dan Hagan at the time of so signing to be of sound mind and memory.

SIGNATURES OF WITNESSES:

ADDRESSES OF WITNESSES:

Karen S. Steinbeck

Signature

Karen S. Steinbeck

Name (Print)

1926 Lake Drive

Street Address

Fulton, MO 65251

City/State/Zip Code

Susan M. Fuller
Signature

Signature

Susan M. Fuller

Name (Print)

4005 Southern Pine Ct.

Street Address

Columbia MO 65203

City/State/Zip Code

Linda E. Wright

Signature

Linda E. Wright

Name (Print)

2719 Hayflower Drive

Street Address

Columbia, MO 65202

City/State/Zip Code

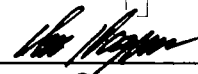
Dan Hagan

**NEW SCHEDULE A TO
THE HAGAN COMMUNITY FOUNDATION**

1. After the Grantor's death or incompetency, **ALL** distributions of this Trust shall be limited pursuant to Article II, Paragraph B of this Trust Agreement and shall be distributed by May 1 of each calendar year to exempt community organizations located within the outermost municipal boundaries of Columbia, Fayette, and New Franklin, Missouri. All such distributions shall be pursuant to Grantor's "Plan of Community Grant Committees", and shall be subject to the signature approval of the Trustee of The Hagan Trust.

On this 11th day of May, 2010, Dan Hagan (the Grantor) executed the foregoing New Schedule A, which New Schedule A is attached to the restatement of The Hagan Community Foundation, to become a part of said Trust until modified by Grantor in accordance with the terms of the restated The Hagan Community Foundation, and that he executed the same as his free act and deed.

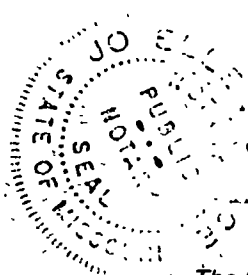
In Witness Whereof, the said Dan Hagan has subscribed his name to this New Schedule A, to become part of the restated The Hagan Community Foundation, this New Schedule A consisting of Three (3) pages, including signature and notary pages, each page of which he has identified by signing his name on the bottom of each page, all on the day and year last above written.



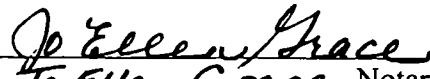
Dan Hagan, Grantor

State of Missouri)
) ss.
County of Boone)

On this 11th day of May, 2010, before me, a Notary Public, in and for said county and state, personally appeared Dan Hagan, known to me to be the person who executed the foregoing Schedule A as Grantor of The Hagan Community Foundation, and after being duly sworn acknowledged to me that he executed the same as his free act and deed in his capacity as Grantor for the purposes therein stated, and that the statements contained therein are true to the best of his knowledge and belief.



* NOTARY SEAL *
Jo Ellen Grace, Notary Public
Boone County, State of Missouri
My Commission Expires 12/15/2010
Commission Number 06425944



Jo Ellen Grace, Notary Public
Commissioned in Boone County, Missouri
My commission expires: 12-15-2010



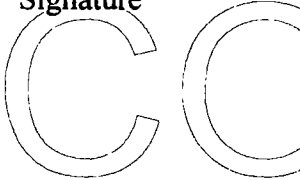
We hereby certify that the foregoing New Schedule A was signed on this 11th day of May, 2010 by Dan Hagan, in his capacity as Grantor of The Hagan Community Foundation, in our presence, who, at his request and in his presence and in the presence of each other, have subscribed our names below as witnesses thereto, believing Dan Hagan at the time of so signing to be of sound mind and memory.

SIGNATURES OF WITNESSES:

ADDRESSES OF WITNESSES:

Karen S. Steinbeck
Signature

Karen S. Steinbeck
Name (Print)
1926 Lake Drive
Street Address
Fulton, MO 65251
City/State/Zip Code

Susan M. Fuller
Signature


Susan M. Fuller
Name (Print)
4005 Southern Pine Ct.
Street Address
Columbia MO 65203
City/State/Zip Code

Linda E. Wright
Signature

Linda E. Wright
Name (Print)
2719 Mayflower Drive
Street Address
Columbia MO 65202
City/State/Zip Code



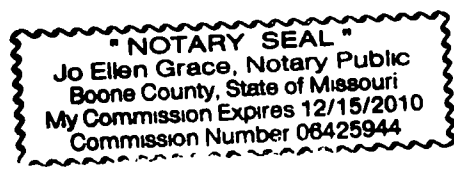
H.C. Willbrand
Signature

H.C. Willbrand
Name (Print)
300 W. Covered Bridge Rd
Street Address
Columbia, MO. 65203
City/State/Zip Code

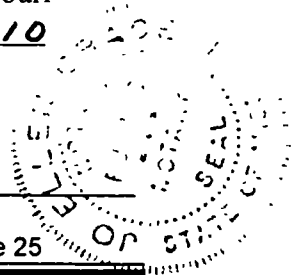
STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

I, the undersigned, an officer authorized to administer oaths, certify that Karen S. Steinbeck, Susan M. Fuller, Linda E. Wright and H.C. Willbrand, the witnesses, respectively, whose names are signed to the foregoing New Schedule A, which New Schedule-A is attached to the restatement of The Hagan Community Foundation, having appeared together before me and having been first duly sworn, each then declared to me that Dan Hagan, the Grantor of The Hagan Community Foundation, signed and executed a New Schedule A to the restatement of The Hagan Community Foundation, and that he had willingly signed and that he executed it as his free and voluntary act for the purposes therein expressed; and that each of the witnesses, in the presence and hearing of Dan Hagan signed the foregoing New Schedule A to the restatement of The Hagan Community Foundation as witness, and that to the best of his or her knowledge Dan Hagan was at the time, of sound mind, and under no constraint or undue influence.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 11th day of May, 2010.



Jo Ellen Grace
Jo Ellen Grace, Notary Public
Boone County, State of Missouri
My commission expires: 12-15-2010



[Signature]