Form **990-PF**

Department of the Treasury
Internal Revenue Service

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

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

OMB No 1545-0052

2008

For calendar year 2008, or tax year beginning DEC 1, 2008 , and ending NOV 30, 2009

G Check all that apply: ☐ Initial return ☐ Final return ☐ Amended return ☐ Address change ☐ Name change

Use the IRS label. Otherwise, print or type. See Specific Instructions.

Name of foundation
THE GARFIELD FOUNDATION
C/O BEHAN LING & RUTA CPA'S, P.C.

A Employer identification number
22-2285358

Number and street (or P O box number if mail is not delivered to street address) | Room/suite
475 PARK AVENUE SO., 31ST FLOOR

B Telephone number
212 -695-7003

City or town, state, and ZIP code
NEW YORK, NY 10016

C If exemption application is pending, check here ☐
D 1. Foreign organizations, check here ☐
2. Foreign organizations meeting the 85% test, check here and attach computation ☐

H Check type of organization: [X] Section 501(c)(3) exempt private foundation
☐ Section 4947(a)(1) nonexempt charitable trust ☐ Other taxable private foundation

E If private foundation status was terminated under section 507(b)(1)(A), check here ☐

I Fair market value of all assets at end of year (from Part II, col. (c), line 16) ▶$ 40,757,844.

J Accounting method: [X] Cash ☐ Accrual ☐ Other (specify) (Part I, column (d) must be on cash basis)

F If the foundation is in a 60-month termination under section 507(b)(1)(B), check here ☐

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))

	Line		(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
Revenue	1	Contributions, gifts, grants, etc., received			N/A	
	2	Check ▶ [X] if the foundation is not required to attach Sch B				
	3	Interest on savings and temporary cash investments	4,612.	4,612.		STATEMENT 1
	4	Dividends and interest from securities	1,116,552.	1,116,552.		STATEMENT 2
	5a	Gross rents	<23,981.>			STATEMENT 3
	b	Net rental income or (loss) <23,981.>				
	6a	Net gain or (loss) from sale of assets not on line 10	755,836.			STATEMENT 4
	b	Gross sales price for all assets on line 6a 6,915,838.				
	7	Capital gain net income (from Part IV, line 2)		855,861.		
	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 or (loss)				
	11	Other income	<9,810.>	<12,995.>		STATEMENT 5
	12	**Total.** Add lines 1 through 11	1,843,209.	1,964,030.		
Operating and Administrative Expenses	13	Compensation of officers, directors, trustees, etc	30,000.	3,000.		27,000.
	14	Other employee salaries and wages	274,805.	0.		274,805.
	15	Pension plans, employee benefits	61,199.	0.		61,199.
	16a	Legal fees STMT 6	2,455.	0.		2,455.
	b	Accounting fees STMT 7	40,480.	30,360.		13,493.
	c	Other professional fees				
	17	Interest				
	18	Taxes STMT 8	44,822.	5,564.		0.
	19	Depreciation and depletion	1,488.	0.		
	20	Occupancy	8,760.	0.		8,760.
	21	Travel, conferences, and meetings	62,587.	0.		62,587.
	22	Printing and publications				
	23	Other expenses STMT 9	1,083,128.	477,657.		333,099.
	24	**Total operating and administrative expenses.** Add lines 13 through 23	1,609,724.	516,581.		783,398.
	25	Contributions, gifts, grants paid	4,216,351.			4,216,351.
	26	**Total expenses and disbursements.** Add lines 24 and 25	5,826,075.	516,581.		4,999,749.
	27	Subtract line 26 from line 12:				
	a	Excess of revenue over expenses and disbursements	<3,982,866.>			
	b	**Net investment income** (if negative, enter -0-)		1,447,449.		
	c	**Adjusted net income** (if negative, enter -0-)			N/A	

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Part II Balance Sheets (Attached schedules and amounts in the description column should be for end-of-year amounts only)		Beginning of year (a) Book Value	End of year (b) Book Value	(c) Fair Market Value
Assets	1 Cash - non-interest-bearing	99,941.	89,238.	89,238.
	2 Savings and temporary cash investments	10,142,414.	66,166.	66,166.
	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			
	7 Other notes and loans receivable ▶			
	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 STMT 11	1,477,276.	1,125,000.	1,196,346.
	b Investments - corporate stock STMT 12	8,803,301.	13,641,841.	16,361,703.
	c Investments - corporate bonds STMT 13	6,084,581.	7,622,131.	8,740,675.
	11 Investments - land, buildings, and equipment basis ▶			
	Less accumulated depreciation ▶			
	12 Investments - mortgage loans			
	13 Investments - other STMT 14	15,134,227.	11,534,242.	14,298,092.
	14 Land, buildings, and equipment: basis ▶ 35,611.			
	Less accumulated depreciation STMT 15 ▶ 29,987.	7,112.	5,624.	5,624.
	15 Other assets (describe ▶)			
	16 Total assets (to be completed by all filers)	41,748,852.	34,084,242.	40,757,844.
Liabilities	17 Accounts payable and accrued expenses	10,682.	14,817.	
	18 Grants payable			
	19 Deferred revenue			
	20 Loans from officers, directors, trustees, and other disqualified persons			
	21 Mortgages and other notes payable			
	22 Other liabilities (describe ▶)			
	23 Total liabilities (add lines 17 through 22)	10,682.	14,817.	
Net Assets or Fund Balances	**Foundations that follow SFAS 117, check here ▶ ☐ and complete lines 24 through 26 and lines 30 and 31**			
	24 Unrestricted			
	25 Temporarily restricted			
	26 Permanently restricted			
	Foundations that do not follow SFAS 117, check here ▶ [X] and complete lines 27 through 31.			
	27 Capital stock, trust principal, or current funds	0.	0.	
	28 Paid-in or capital surplus, or land, bldg., and equipment fund	0.	0.	
	29 Retained earnings, accumulated income, endowment, or other funds	41,738,170.	34,069,425.	
	30 **Total net assets or fund balances**	41,738,170.	34,069,425.	
	31 **Total liabilities and net assets/fund balances**	41,748,852.	34,084,242.	

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	41,738,170.
2 Enter amount from Part I, line 27a	2	<3,982,866.>
3 Other increases not included in line 2 (itemize) ▶	3	0.
4 Add lines 1, 2, and 3	4	37,755,304.
5 Decreases not included in line 2 (itemize) ▶ PARTNERSHIP UNREALIZED DEPRECIATION	5	3,685,879.
6 Total net assets or fund balances at end of year (line 4 minus line 5) - Part II, column (b), line 30	6	34,069,425.

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 shs. MLC Co.)	(b) How acquired P - Purchase D - Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a				
b	SEE ATTACHED STATEMENT			
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	6,914,552.		6,058,691.	855,861.

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

	(i) F.M.V. as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any	(l) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))
a				
b				
c				
d				
e				855,861.

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 — 855,861.

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).
If (loss), enter -0- in Part I, line 8 — 3 — N/A

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 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 (col. (b) divided by col. (c))
2007	5,082,187.	38,393,257.	.132372
2006	5,086,392.	61,028,886.	.083344
2005	4,494,696.	45,109,120.	.099641
2004	4,087,887.	59,000,968.	.069285
2003	3,751,631.	55,451,509.	.067656

2	**Total** of line 1, column (d)	2	.452298
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	.090460
4	Enter the net value of noncharitable-use assets for 2008 from Part X, line 5	4	39,445,223.
5	Multiply line 4 by line 3	5	3,568,215.
6	Enter 1% of net investment income (1% of Part I, line 27b)	6	14,474.
7	Add lines 5 and 6	7	3,582,689.
8	Enter qualifying distributions from Part XII, line 4	8	4,999,749.

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 instructions)

1a Exempt operating foundations described in section 4940(d)(2), check here ▶ ☐ and enter "N/A" on line 1. Date of ruling letter: ______ **(attach copy of ruling letter if necessary-see instructions)**				
b Domestic foundations that meet the section 4940(e) requirements in Part V, check here ▶ ☒ and enter 1% of Part I, line 27b			1	14,474.
c All other domestic foundations enter 2% of line 27b. Exempt foreign organizations enter 4% of Part I, line 12, col. (b)				
2 Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)			2	0.
3 Add lines 1 and 2			3	14,474.
4 Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)			4	0.
5 **Tax based on investment income.** Subtract line 4 from line 3. If zero or less, enter -0-			5	14,474.
6 Credits/Payments:				
a 2008 estimated tax payments and 2007 overpayment credited to 2008	6a	15,000.		
b Exempt foreign organizations - tax withheld at source	6b			
c Tax paid with application for extension of time to file (Form 8868)	6c	5,200.		
d Backup withholding erroneously withheld	6d			
7 Total credits and payments. Add lines 6a through 6d			7	20,200.
8 Enter any **penalty** for underpayment of estimated tax. Check here ☒ if Form 2220 is attached			8	
9 **Tax due.** If the total of lines 5 and 8 is more than line 7, enter **amount owed** ▶			9	
10 **Overpayment.** If line 7 is more than the total of lines 5 and 8, enter the **amount overpaid** ▶			10	5,726.
11 Enter the amount of line 10 to be: **Credited to 2009 estimated tax** ▶ 5,726. **Refunded** ▶			11	0.

Part VII-A Statements Regarding Activities

		Yes	No
1a During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign?	1a		X
b Did it spend more than $100 during the year (either directly or indirectly) for political purposes (see instructions for definition)?	1b		X
If the answer is "Yes" to **1a** *or* **1b**, *attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities*			
c Did the foundation file **Form 1120-POL** for this year?	1c		X
d Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: **(1)** On the foundation. ▶ $ 0. **(2)** On foundation managers. ▶ $ 0.			
e Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers. ▶ $ 0.			
2 Has the foundation engaged in any activities that have not previously been reported to the IRS? *If "Yes," attach a detailed description of the activities.*	2		X
3 Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? *If "Yes," attach a conformed copy of the changes*	3		X
4a Did the foundation have unrelated business gross income of $1,000 or more during the year?	4a	X	
b If "Yes," has it filed a tax return on **Form 990-T** for this year?	4b	X	
5 Was there a liquidation, termination, dissolution, or substantial contraction during the year? *If "Yes," attach the statement required by General Instruction T.*	5		X
6 Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?	6	X	
7 Did the foundation have at least $5,000 in assets at any time during the year? *If "Yes," complete Part II, col (c), and Part XV.*	7	X	
8a Enter the states to which the foundation reports or with which it is registered (see instructions) ▶ NJ, MA			
b If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by *General Instruction G? If "No," attach explanation*	8b	X	
9 Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2008 or the taxable year beginning in 2008 (see instructions for Part XIV)? *If "Yes," complete Part XIV*	9		X
10 Did any persons become substantial contributors during the tax year? If "Yes," attach a schedule listing their names and addresses	10		X

Part VII-A | Statements Regarding Activities *(continued)*

			Yes	No
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)	11		X
12	Did the foundation acquire a direct or indirect interest in any applicable insurance contract before August 17, 2008?	12		X
13	Did the foundation comply with the public inspection requirements for its annual returns and exemption application?	13	X	

Website address ▶ WWW.GARFIELDFOUNDATION.ORG

14 The books are in care of ▶ BEHAN, LING & RUTA CPA'S PC Telephone no.▶212-695-7003

Located at ▶475 PARK AVE SO. 31ST FLOOR, NEW YORK, NY ZIP+4 ▶10016

15 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of **Form 1041** - Check here ▶ ☐

and enter the amount of tax-exempt interest received or accrued during the year ▶ | 15 | N/A

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
1a	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? ☐ Yes ☒ No			
	(2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? ☐ Yes ☒ No			
	(3) Furnish goods, services, or facilities to (or accept them from) a disqualified person? ☒ Yes ☐ No			
	(4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person? ☒ Yes ☐ 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)? ☐ Yes ☒ 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.) ☐ Yes ☒ 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 page 20 of the instructions)?	1b		X
	Organizations relying on a current notice regarding disaster assistance check here ▶ ☐			
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 2008?	1c		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 2008, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2008? ☐ Yes ☒ No			
	If "Yes," list the years ▶ ______, ______, ______, ______			
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 instructions.) N/A	2b		
c	If the provisions of section 4942(a)(2) are being applied to **any** of the years listed in 2a, list the years here. ▶ ______, ______, ______, ______			
3a	Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year? ☐ Yes ☒ No			
b	If "Yes," did it have excess business holdings in 2008 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 2008.)* N/A	3b		
4a	Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4a		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 2008?	4b		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)?	☒ 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)?		5b		X
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?		6b		X
If you answered "Yes" to 6b, also 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?	N/A	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.

(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
BRIAN GARFIELD 115 W. CALIFORNIA BLVD #404 PASADENA, CA 91105	TRUSTEE- PRESIDENT 10.00	10,000.	0.	0.
RONALD BERMAN 24 BROOKSTONE DRIVE PRINCETON NJ 08540	TRUSTEE- VICE PRESIDENT 10.00	10,000.	0.	0.
MICHAEL BALDWIN 204 SPRING STREET MARION MA 02738-1570	TRUSTEE- SEC / TREAS 10.00	10,000.	0.	0.

2 Compensation of five highest-paid employees (other than those included on line 1). 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
JENNIE CURTIS 1239 LAKESHORE DRIVE, BOULDER, CO 803	EXECUTIVE DIRECTOR 40.00	181,658.	2,600.	
JENNIFER DOWNING 9 ALMY STREET, FAIRHAVEN, MA 02719	PROGRAM ASSISTANT & ADMINISTRATION MGR 40.00	61,279.	2,600.	

Total number of other employees paid over $50,000 ▶	2

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

3 Five highest-paid independent contractors for professional services. If none, enter "NONE."

(a) Name and address of each person paid more than $50,000	(b) Type of service	(c) Compensation
BALDWIN BROTHERS INC 204 SPRING STREET, MARION, MA 02738-1570	INVESTMENT MANAGEMENT FEES	196,092.
RICHARD R. REED 1411 LINCOLN STREET, BERKELEY, CA 94702	CONSULTING FEES	239,328.
ORSON WATSON PH D 65 ALBAN STREET, DORCHESTER, MA 02124	CONSULTING FEES	171,141.
JANIS B. ALCORN PH D 3508 WOODBINE STREET, CHEVY CHASE, MD 20815	CONSULTING FEES	72,105.

Total number of others receiving over $50,000 for professional services ▶ 3

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 FUNDS RECEIVED ARE USED TO PAY ADMINISTRATION EXPENSES, AND THE BALANCE IS DISTRIBUTED TO QUALIFIED CHARITABLE ORGANIZATIONS UNDER THE INTERNAL REVENUE CODE.	5,546,658.
2 SEE STATEMENT 10: RE-AMP PROJECT	279,147.
3	
4	

Part IX-B **Summary of Program-Related Investments**

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2.	Amount
1 N/A	
2	
All other program-related investments. See instructions. 3	
Total. Add lines 1 through 3 ▶	0.

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	36,741,325.
b	Average of monthly cash balances	1b	3,304,587.
c	Fair market value of all other assets	1c	0.
d	**Total** (add lines 1a, b, and c)	1d	40,045,912.
e	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation) — 1e: 0.		
2	Acquisition indebtedness applicable to line 1 assets	2	0.
3	Subtract line 2 from line 1d	3	40,045,912.
4	Cash deemed held for charitable activities. Enter 1 1/2% of line 3 (for greater amount, see instructions)	4	600,689.
5	**Net value of noncharitable-use assets.** Subtract line 4 from line 3. Enter here and on Part V, line 4	5	39,445,223.
6	**Minimum investment return.** Enter 5% of line 5	6	1,972,261.

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	1,972,261.
2a	Tax on investment income for 2008 from Part VI, line 5	2a	14,474.		
b	Income tax for 2008. (This does not include the tax from Part VI.)	2b			
c	Add lines 2a and 2b			2c	14,474.
3	Distributable amount before adjustments. Subtract line 2c from line 1			3	1,957,787.
4	Recoveries of amounts treated as qualifying distributions			4	0.
5	Add lines 3 and 4			5	1,957,787.
6	Deduction from distributable amount (see instructions)			6	0.
7	**Distributable amount** as adjusted. Subtract line 6 from line 5. Enter here and on Part XIII, line 1			7	1,957,787.

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	4,999,749.
b	Program-related investments - total from Part IX-B	1b	0.
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	4,999,749.
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	5	14,474.
6	**Adjusted qualifying distributions.** Subtract line 5 from line 4	6	4,985,275.

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.

823571
01-02-09

Part XIII Undistributed Income (see instructions)

	(a) Corpus	(b) Years prior to 2007	(c) 2007	(d) 2008
1 Distributable amount for 2008 from Part XI, line 7				1,957,787.
2 Undistributed income, if any, as of the end of 2007				
a Enter amount for 2007 only			0.	
b Total for prior years: ____ , ____ , ____		0.		
3 Excess distributions carryover, if any, to 2008:				
a From 2003 1,010,140.				
b From 2004 1,183,560.				
c From 2005 2,301,673.				
d From 2006 2,135,126.				
e From 2007 3,218,265.				
f **Total** of lines 3a through e	9,848,764.			
4 Qualifying distributions for 2008 from Part XII, line 4: ▶ $ 4,999,749.				
a Applied to 2007, but not more than line 2a			0.	
b Applied to undistributed income of prior years (Election required - see instructions)		0.		
c Treated as distributions out of corpus (Election required - see instructions)	0.			
d Applied to 2008 distributable amount				1,957,787.
e Remaining amount distributed out of corpus	3,041,962.			
5 Excess distributions carryover applied to 2008 (If an amount appears in column (d), the same amount must be shown in column (a).)	0.			0.
6 **Enter the net total of each column as indicated below:**				
a Corpus Add lines 3f, 4c, and 4e Subtract line 5	12,890,726.			
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		0.		
d Subtract line 6c from line 6b. Taxable amount - see instructions		0.		
e Undistributed income for 2007. Subtract line 4a from line 2a. Taxable amount - see instr.			0.	
f Undistributed income for 2008. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2009				0.
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3)	0.			
8 Excess distributions carryover from 2003 not applied on line 5 or line 7	1,010,140.			
9 **Excess distributions carryover to 2009.** Subtract lines 7 and 8 from line 6a	11,880,586.			
10 Analysis of line 9:				
a Excess from 2004 1,183,560.				
b Excess from 2005 2,301,673.				
c Excess from 2006 2,135,126.				
d Excess from 2007 3,218,265.				
e Excess from 2008 3,041,962.				

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 2008, 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	Prior 3 years			
	(a) 2008	(b) 2007	(c) 2006	(d) 2005	(e) Total
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 foundation had $5,000 or more in assets at any time during the year-see the 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).)

NONE

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.

NONE

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:

SEE STATEMENT 16

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 Name and address (home or business)	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
a Paid during the year				
SEE STATEMENT 17				
Total			▶ 3a	4216351.
b Approved for future payment				
NOUVELLE PLANETE, ROUTE DE COURGENAY 28, 2900 PORRENTRUY, SWITZERLAND	FOREIGN PUB. CHARITY	FOREIGN PUB. CHARITY	GENERAL CHARITABLE	35,000.
AGRO XXI, AVENIDA INGAVI ENTRE CALLE COCHABAMBA Y BARRAU, VILLA MONTES, DEPA	FOREIGN PUB. CHARITY	FOREIGN PUB. CHARITY	GENERAL CHARITABLE	10,000.
FUNDACION URUNDEI, APOLINARIO SARAVIA N 228, SALTA, AGENTINA	FOREIGN PUB. CHARITY	FOREIGN PUB. CHARITY	GENERAL CHARITABLE	242,000.
FUNDACION YANGAREKO, AV. CRISTOBAL DE MENDOZA, NO 246, SANTA CRUZ DE LA SIER	FOREIGN PUB. CHARITY	FOREIGN PUB. CHARITY	GENERAL CHARITABLE	148,000.
Total			▶ 3b	435,000.

Part XVI-A **Analysis of Income-Producing Activities**

Enter gross amounts unless otherwise indicated.	Unrelated business income		Excluded by section 512, 513, or 514		(e) Related or exempt function income
	(a) Business code	(b) Amount	(c) Exclusion code	(d) Amount	
1 Program service revenue:					
a					
b					
c					
d					
e					
f					
g Fees and contracts from government agencies					
2 Membership dues and assessments					
3 Interest on savings and temporary cash investments			14	4,612.	
4 Dividends and interest from securities			14	1,116,552.	
5 Net rental income or (loss) from real estate:					
a Debt-financed property	531390	<23,981.>			
b Not debt-financed property					
6 Net rental income or (loss) from personal property					
7 Other investment income	531390	1,814.	15	<12,995.>	
8 Gain or (loss) from sales of assets other than inventory	531390	<100,025.>	18	855,861.	
9 Net income or (loss) from special events					
10 Gross profit or (loss) from sales of inventory					
11 Other revenue:					
a REIMBURSED EXPENSES			01	1,371.	
b					
c					
d					
e					
12 Subtotal. Add columns (b), (d), and (e)		<122,192.>		1,965,401.	0.

13 **Total**. Add line 12, columns (b), (d), and (e) 13 1,843,209.

(See worksheet in line 13 instructions to verify calculations.)

Part XVI-B **Relationship of Activities to the Accomplishment of Exempt Purposes**

Line No. ▼	Explain below how each activity for which income is reported in column (e) of Part XVI-A contributed importantly to the accomplishment of the foundation's exempt purposes (other than by providing funds for such purposes).

Part XVII Information Regarding Transfers To and Transactions and Relationships With Noncharitable Exempt Organizations

			Yes	No
1	Did the organization directly or indirectly engage in any of the following with any other organization described in section 501(c) of the Code (other than section 501(c)(3) organizations) or in section 527, relating to political organizations?			
a	Transfers from the reporting foundation to a noncharitable exempt organization of:			
	(1) Cash	1a(1)		X
	(2) Other assets	1a(2)		X
b	Other transactions:			
	(1) Sales of assets to a noncharitable exempt organization	1b(1)		X
	(2) Purchases of assets from a noncharitable exempt organization	1b(2)		X
	(3) Rental of facilities, equipment, or other assets	1b(3)		X
	(4) Reimbursement arrangements	1b(4)		X
	(5) Loans or loan guarantees	1b(5)		X
	(6) Performance of services or membership or fundraising solicitations	1b(6)		X
c	Sharing of facilities, equipment, mailing lists, other assets, or paid employees	1c		X

d If the answer to any of the above is "Yes," complete the following schedule. Column (b) should always show the fair market value of the goods, other assets, or services given by the reporting foundation. If the foundation received less than fair market value in any transaction or sharing arrangement, show in column (d) the value of the goods, other assets, or services received.

(a) Line no	(b) Amount involved	(c) Name of noncharitable exempt organization	(d) Description of transfers, transactions, and sharing arrangements
		N/A	

2a Is the foundation directly or indirectly affiliated with, or related to, one or more tax-exempt organizations described in section 501(c) of the Code (other than section 501(c)(3)) or in section 527? ☐ Yes ☒ No

b If "Yes," complete the following schedule.

(a) Name of organization	(b) Type of organization	(c) Description of relationship
N/A		

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than taxpayer or fiduciary) is based on all information of which preparer has any knowledge

X [signature] | 10/15/10 | TRUSTEE - SEC / TREAS

Signature of officer or trustee | Date | Title

Paid Preparer's Use Only

Preparer's signature [signature]	Date 10/14/10	Check if self-employed ☐	Preparer's identifying number
Firm's name (or yours if self-employed), address, and ZIP code	BEHAN, LING & RUTA CPA'S, P.C. 475 PARK AVENUE SOUTH 31ST FL NEW YORK, NY 10016	EIN	
		Phone no. (212) 695-7003	

823622
01-02-09

STATEMENT ATTACHED FOR FORM 990-PF

THE GARFIELD FOUNDATION

EIN # 22-2285358

FISCAL YEAR ENDING: NOVEMBER 30, 2009

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

Line 5c: Statement required by Regulations section 53 4945-5 (d)

(I) **The name and address of the grantee:**

Fundacion Yangareko
Project: Milagros - Pilcomayo - Parapeti III
Casilla de Correos No 3455
Santa Cruz, Bolivia

(II) **The date and the amount of the grant:**

April 17, 2007 $352,200.00

(III) **The purpose of the grant**

See statement attached

(IV) **The amounts expended by the grantee(based upon the most recent report received from the grantee).**

April 24, 2007	$105,100 00
April 21, 2008	$125,800 00
April 23, 2009	$121,300 00

(V) **Whether the grantee has diverted any portion of the funds (or the income therefrom in the case of an endowment grant) from the purpose of the grant (to the knowledge of the grantor).**

No

(VI) **The dates of any reports received from the grantee.**

February 25, 2008	January 3, 2009
May 7, 2008	April 12, 2009
May 8, 2008	

(VII) **The date and results of any verification of the grantee's reports undertaken pursuant to and to the extent required under paragraph 1 of this section by the grantor or by others at the direction of the grantor.**

September 18, 2008	reviewed
October 31, 2008	reviewed
January 4, 2009	reviewed
April 15, 2009	reviewed

THE · GARFIELD · FOUNDATION

Dear Ing. Alejo Zarzycki Orlow:

The Garfield Foundation (the "Foundation") has approved a grant to Fundación Yangareko for the project – **Milagros-Pilcomayo-Parapeti III: Watersheds, Conservation and Natural Resource Management.** Under the project, Fundación Yangareko will support local governmental and community efforts to manage the biodiversity of Huacareta county, including the Cordillera de los Milagros nature reserve. It will also support Weenhayek leaders to participate in exchanges with other indigenous communities in the larger tri-national Pilcomayo Basin nurturing the regional indigenous movements' attention to the environmental issues that require management upstream. The project builds on the lessons learned and results of Parapeti project Phases I and II..

Fundación Yangareko has been designated the recipient of the US $352,200 award to be utilized for the designated purpose between **May 1, 2007 - April 30, 2010.**

Schedule of Payments and Reports:

Payments

- $105,100 - May 2007
- $125,800 - May 2008
- $121,300 - May 2009

Second and third-year grant installments will be disbursed pending receipt and favorable review of the proceeding year's progress reports.

Year-One Reports

- Mid-year narrative & financial reports due by December 31, 2007 *(Covering six months, May-October 2007)*;
- Year-to-date narrative & financial reports due by April 30, 2008.

Year-Two Reports

- Mid-year narrative & financial reports due by December 31, 2008 *(Covering six months, May-October 2008);*
- Year-to-date narrative & financial reports due by April 30, 2009.

Year-Three Reports

- Mid-year narrative & financial reports due by December 31, 2009 *(Covering six months, May-October 2009);*
- Final narrative & financial reports due by April 30, 2010 *(Covering May 2007-April 2010).*

Financial reports will detail project expenditures in accordance with the budget outlined in the proposal. All income for the project must also be reported including private, government and in-kind contributions.

Narrative reports will describe the manner in which grant funds have been spent and the progress made in accomplishing the purposes of the grant that will include reflective evaluation, challenges met and how the project outcomes have affected beneficiaries.

208 WAREHAM ROAD ♦ MARION, MA 02738 ♦ TEL: 508·748·3199 ♦ FAX: 508·748·3607

Because Fundación Yangareko is a registered non-profit, non-governmental organization in Bolivia but is not recognized as a United States charity under Section 501(c)(3) of the United States Internal Revenue Code, the Foundation is required to obtain your agreement to the following terms to assure compliance with the Internal Revenue Code.

1. Fundación Yangareko was created in 2001, and is operated exclusively for charitable [or educational] purposes. The activities and deliverables of Fundación Yangareko as relevant to this grant include:

   Activities:
   - Carry out a socio-economic study to understand and document the situations of the indigenous and campesino communities and the haciendas of the Pilcomayo in Huacareta county.
   - Collaborate with the new environmental unit of municipio government to strengthen its integration into local government planning.
   - Develop land use zoning of the remaining ¾ of the Huacareta municipio and develop consensus for a management plan for the ¼ that has been zoned in the Parapeti watershed.
   - Strengthen the sub-county district-level governments' environmental management capacity and establish forest nurseries in each of the three districts.
   - Work with communities on reforestation and recuperation of degraded areas using native species.
   - Support Weenhayek research and exchanges in the tri-national Pilcomayo basin to document ecological problems for public outreach and discussion.

   Deliverables:
   - Strengthened protection of the Milagros nature reserve (235,000 acres).
   - Reforestation in eroded areas along river and creek banks in at least five communities in Huacareta county.
   - Reforestation and forest enrichment in degraded areas in at least five communities in Huacareta county.
   - Local nurseries of native species in the three subdistricts of Huacareta county.
   - Baseline for measuring change for Huacareta county management decisions.
   - Management plan based on zonification in Parapeti watershed side.
   - Land use zonification of Pilcomayo watershed side of Huacareta municipio.
   - Strengthened Weenhayek public outreach and influence on Pilcomayo Basin management decisions to protect the fisheries and biodiversity of the river basin.

Please refer to the attached proposal for the details of activities and budget associated with this grant.

2. Fundación Yangareko has no shareholders or members who have a proprietary interest in its income and assets. In the event that Fundación Yangareko were to be liquidated or dissolved, under the laws and customs applicable, or under the governing instruments, all its assets would be distributed to another not-for-profit organization for charitable, religious, scientific, literary or educational purposes. Fundación Yangareko is not controlled by or operated in connection with any other organization.

3. The laws and customs applicable to Fundación Yangareko:

a) Do not permit it to engage in activities that are not for religious, charitable, scientific, literary or educational purposes or to attempt to influence legislation by propaganda or otherwise.

b) Do not permit it directly or indirectly to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

c) Do not permit any of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable organization other than pursuant to the conduct of Fundación Yangareko's charitable activities, or as payment of reasonable compensation for service rendered or a payment representing the fair market value of property which Fundación Yangareko has purchased.

4. The entire grant funds will be used for the charitable purpose of enabling Fundación Yangareko to complete the activities described in detail in the attached proposal. Fundación Yangareko will not use any portion of the grant funds, including any interest earned thereon, for any other purpose without prior written approval by the Foundation.

5. Fundación Yangareko will not use the grant funds for any purpose that would be prohibitive were it an American organization as described in section 501(c)(3) of the Internal Revenue Code.

6. Fundación Yangareko will repay any portion of the amount of the grant that is not used for the project in accordance with the terms of this agreement.

7. Fundación Yangareko agrees to supply the Foundation with such other information as may be necessary or desirable to permit the Foundation to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

8. Termination:

a) For Cause. If the Foundation determines at any time that Fundación Yangareko has failed to comply with any term of this Agreement, the Foundation may thereupon terminate the Agreement, in whole or in part, by giving written notice to Fundación Yangareko. Such notice shall become effective upon receipt or as indicated in the termination notice.

b) For Convenience. For its Convenience, the Foundation may terminate this Agreement at any time by giving written notice to Fundación Yangareko. Such notice shall become effective thirty (30) days after its receipt or as is indicated in the termination notice.

The Foundation shall not be obligated to pay for any expenses incurred by Fundación Yangareko after the effective date of any notice of termination. Upon its effective date, Fundación Yangareko shall stop work and take all reasonable steps to preserve and protect all work products produced to date and comply with instruction from the Foundation as to the disposition thereof. Upon termination, Fundación Yangareko shall promptly submit to the Foundation a final narrative report, a final financial report, and any unexpended project funds.

9. Fundación Yangareko agrees to maintain records of receipts and expenditures and to make its books and records available to the Foundation at reasonable times.

10. A written instrument executed by both the Foundation and Fundación Yangareko may modify this agreement.

11. Fundación Yangareko agrees not to use any portion of the grant

    a) To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code of the United States);

    b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code of the United States);

    c) To make any grant which does not comply with the requirements of section 4945(d)(3) or (4) of the Internal Revenue Code of the United States; or

    d) To undertake any activity for any purpose other than one specified in section 17(c)(2)(B).

On behalf of:

Garfield Foundation
208 Wareham Road
Marion, MA 02738

Executive Director, Jennie Curtis

Date: 4/17/07 Jennie Curtis

Fundación Yangareko hereby agrees to the terms and conditions of the grant as recited above.

On behalf of:

Fundación Yangareko
Casilla de Correos No. 3455
Santa Cruz
Bolivia

Executive Director,
Ing. Alejo Zarzycki Orlow

Date: 19/Apr/2007.

STATEMENT ATTACHED FOR FORM 990-PF

THE GARFIELD FOUNDATION

EIN # 22-2285358

FISCAL YEAR ENDING: NOVEMBER 30, 2009

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

Line 5c: Statement required by Regulations section 53 4945-5 (d)

(I) **The name and address of the grantee:**

Fundacion Proteger
Project. Sustainable Management of Fisheries Biodiversity in
Collaboration with Riverine Communities of the Parana & Paraguay River Basin
Balcarce 1450
Santa Fe, Argentina

(II) **The date and the amount of the grant:**

November 7, 2008 $200,000 00

(III) **The purpose of the grant**

See statement attached

(IV) **The amounts expended by the grantee(based upon the most recent report received from the grantee).**

November 25, 2008	$50,000 00
November 30, 2009	$100,000.00

(V) **Whether the grantee has diverted any portion of the funds (or the income therefrom in the case of an endowment grant) from the purpose of the grant (to the knowledge of the grantor).**

No

(VI) **The dates of any reports received from the grantee.**

May 30, 2009
October 29, 2009

(VII) **The date and results of any verification of the grantee's reports undertaken pursuant to and to the extent required under paragraph 1 of this section by the grantor or by others at the direction of the grantor.**

August 20, 2009	reviewed
November 10, 2009	reviewed

10/07/10-cn

GARFIELD FOUNDATION

Dear Sr Jorge Cappato·

Garfield Foundation (the "Foundation") has approved a grant to Fundación Proteger for **Sustainable Management of Fisheries Biodiversity in Collaboration with Riverine Communities of the Parana & Paraguay River Basin.** The grant will help accelerate conservation and sustainable land use by developing institutional and technical capacity at local and regional levels to monitor the fisheries and other relevant environmental variables. It will enable Proteger and REDEPESCA to promote appropriate public policies, norms and legislation at national and provincial levels to support conservation of the Humid Chaco and its natural resources, particularly fisheries.

Fundación Proteger has been designated the recipient of the U S. $200,000 award to be utilized for the designated purpose between **November 1, 2008-October 31, 2011**

Schedule of Payments and Reports:
<u>Payments</u>

- $50,000 – November 2008
- $100,000 – November 2009
- $50,000 – November 2010

The 2009 and 2010 grant installments will be disbursed pending receipt and favorable review of the previous year's progress reports.

<u>Reports</u>
Year One

- Mid-year narrative & financial reports due by May 31, 2009 *(covering six months, November 1, 2008-April 30, 2009)*
- Year to date narrative & financial reports due by October 31, 2009 *(covering November 1, 2008-October 31, 2009)*

Year Two

- Mid-year narrative & financial reports due by May 31, 2010 *(covering six months, November 1, 2009-April 30, 2010)*
- Year to date narrative & financial reports due by October 31, 2010 *(covering November 1, 2009-October 31, 2010)*

Year Three

- Mid-year narrative & financial reports due by May 31, 2011 *(covering six months, November 1, 2010-April 30, 2011)*
- Final narrative & financial reports due by November 30, 2011 *(covering the full grant period 2008-2011)*

Financial reports will detail project expenditures in accordance with the budget outlined in the proposal. All income for the project must also be reported including private, government and in-kind contributions.

Narrative reports will describe the manner in which grant funds have been spent and the progress made in accomplishing the purposes of the grant that will include reflective evaluation, challenges met and how the project outcomes have affected beneficiaries

89 North Water Street · New Bedford, MA 02740 · Tel: 508-997-3199 · Fax: 508-997-3122
www garfieldfoundation org

Because Fundación Proteger is a registered non-profit, non-governmental organization in Argentina but is not recognized as a United States charity under Section 501(c)(3) of the United States Internal Revenue Code, the Foundation is required to obtain your agreement to the following terms to assure compliance with the Internal Revenue Code.

1. Fundación Proteger was created in 2006, and is operated exclusively for charitable [or educational] purposes. The activities and deliverables of Fundación Proteger as relevant to this grant include:

   - Train 250 community members to monitor conservation status and fisheries resources;
   - Gather and evaluate data with fishermen;
   - Collaborate with 30 local monitors in ten sites, resulting in four publications;
   - Elaborate management plans;
   - Develop legislative proposals;
   - Develop regional fisheries treaty;
   - Share experiences and develop collaboration with other organizations to replicate monitoring work in other river basins; and,
   - Produce three TV spots, one documentary, and four informative fliers.

   Please refer to the attached proposal for the details of activities and budget associated with this grant.

2. Fundación Proteger has no shareholders or members who have a proprietary interest in its income and assets. In the event that Fundación Proteger were to be liquidated or dissolved, under the laws and customs applicable, or under the governing instruments, all its assets would be distributed to another not-for-profit organization for charitable, religious, scientific, literary or educational purposes. Fundación Proteger is not controlled by or operated in connection with any other organization.

3. The laws and customs applicable to Fundación Proteger :

   a) Do not permit it to engage in activities that are not for religious, charitable, scientific, literary or educational purposes or to attempt to influence legislation by propaganda or otherwise.

   b) Do not permit it directly or indirectly to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

   c) Do not permit any of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable organization other than pursuant to the conduct of Fundación Proteger's charitable activities, or as payment of reasonable compensation for service rendered or a payment representing the fair market value of property which Fundación Proteger *has* purchased.

4. The entire grant funds will be used for the charitable purpose of enabling Fundación Proteger to complete the activities described in detail in the attached proposal. Fundación Proteger will not use any portion of the grant funds, including any interest earned thereon, for any other purpose without prior written approval by the Foundation.

5. Fundación Proteger will not use the grant funds for any purpose that would be prohibitive were it an American organization as described in section 501(c)(3) of the Internal Revenue Code.

6. Fundación Proteger will repay any portion of the amount of the grant that is not used for the project in accordance with the terms of this agreement.

7. Fundación Proteger agrees to supply the Foundation with such other information as may be necessary or desirable to permit the Foundation to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

8. Termination:

   a) For Cause. If the Foundation determines at any time that Fundación Proteger has failed to comply with any term of this Agreement, the Foundation may thereupon terminate the Agreement, in whole or in part, by giving written notice to Fundación Proteger. Such notice shall become effective upon receipt or as indicated in the termination notice.

   b) For Convenience. For its Convenience, the Foundation may terminate this Agreement at any time by giving written notice to Fundación Proteger. Such notice shall become effective thirty (30) days after its receipt or as is indicated in the termination notice.

   The Foundation shall not be obligated to pay for any expenses incurred by Fundación Proteger after the effective date of any notice of termination. Upon its effective date, Fundación Proteger shall stop work and take all reasonable steps to preserve and protect all work products produced to date and comply with instruction from the Foundation as to the disposition thereof. Upon termination, Fundación Proteger shall promptly submit to the Foundation a final narrative report, a final financial report, and any unexpended project funds.

9. Fundación Proteger agrees to maintain records of receipts and expenditures and to make its books and records available to the Foundation at reasonable times.

10. A written instrument executed by both the Foundation and Fundación Proteger may modify this agreement.

11 Fundación Proteger agrees not to use any portion of the grant

   a) To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code of the United States);

   b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code of the United States);

   c) To make any grant which does not comply with the requirements of section 4945(d)(3) or (4) of the Internal Revenue Code of the United States; or

   d) To undertake any activity for any purpose other than one specified in section 17(c)(2)(B).

V Stewart

On behalf of:

Garfield Foundation
89 N. Water Street
New Bedford, MA 02740

Executive Director, Jennie Curtis

Date: 11/07/08

Jennie Curtis

Fundación Proteger hereby agrees to the terms and conditions of the grant as recited above.

On behalf of:

Fundación PROTEGER
Balcarce 1450
3000 Santa Fe
Argentina

Director General, Jorge Cappato

Date: 20 noviembre 2008

STATEMENT ATTACHED FOR FORM 990-PF

THE GARFIELD FOUNDATION

EIN # 22-2285358

FISCAL YEAR ENDING: NOVEMBER 30, 2009

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

Line 5c: Statement required by Regulations section 53 4945-5 (d)

(I) **The name and address of the grantee:**

Fundacion Urundei
Project:Northwest Corridor - Natural Resource Management and European
Apolinario Saravia No 228
Salta , Argentina

(II) **The date and the amount of the grant:**

August 5, 2008	$105,000 00

(III) **The purpose of the grant**

See statement attached

(IV) **The amounts expended by the grantee(based upon the most recent report received from the grantee).**

August 25, 2008	$50,000.00
November 30, 2009	$55,000.00

(V) **Whether the grantee has diverted any portion of the funds (or the income therefrom in the case of an endowment grant) from the purpose of the grant (to the knowledge of the grantor).**

No

(VI) **The dates of any reports received from the grantee.**

February 25, 2009
August 3, 2009

(VII) **The date and results of any verification of the grantee's reports undertaken pursuant to and to the extent required under paragraph 1 of this section by the grantor or by others at the direction of the grantor.**

March 11, 2009	reviewed
September 18, 2009	reviewed

GARFIELD FOUNDATION

Dear Ing. Juan Alejo Zarzycki:

Garfield Foundation (the "Foundation") has approved a grant to Fundación Urundei for the project – ***Northwest Corridor - Natural Resource Management Plan and European Outreach.*** The grant will support the development of a natural resources management plan for Huacareta County and support Fundación Urundei to make a concerted effort to raise European donor interest in the Gran Chaco by undertaking outreach in Europe linked to the IUCN World Conservation Congress in Barcelona on behalf of Garfield Foundation Gran Chaco grantees, communities, and allies.

Fundación Urundei has been designated the recipient of the U.S. $105,000 donation to be utilized for the designated purpose between **July 1, 2008 – June 30, 2010.**

Schedule of Payments and Reports:

Payments

- $50,000 – July 2008*
- $55,000 – July 2009**

** U.S. $1291 will be deducted from the first grant installment of U.S. $50,000 to cover registration fees for the IUCN World Conservation Congress.*

***The second grant installment of U.S. $55,000 will be disbursed pending receipt and favorable review of the proceeding year's progress reports.*

Reports

Year One

- Mid-year narrative & financial reports due by January 31, 2009 *(covering six months, 1 July – 31 December 2008).*
- Year-to-date narrative & financial reports due by July 31, 2009 *(covering 1st year of project, 1 July 2008 – 30 June 2009)*

Year Two

- Mid-year narrative & financial reports due by January 31, 2010 *(covering six months, 1 July - 31 December 2009);*
- Final narrative & financial reports due by July 31, 2010 *(covering full project period, 1 July 2008 - 30 June 2010).*

Financial reports will detail project expenditures in accordance with the budget outlined in the proposal. All income for the project must also be reported including private, government and in-kind contributions.

Narrative reports will describe the manner in which grant funds have been spent and the progress made in accomplishing the purposes of the grant that will include reflective evaluation, challenges met and how the project outcomes have affected beneficiaries.

Because Fundación Urundei is a registered non-profit, non-governmental organization in Argentina but is not recognized as a United States charity under Section 501(c)(3) of the United States Internal

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www.garfieldfoundation.org

Revenue Code, the Foundation is required to obtain your agreement to the following terms to assure compliance with the Internal Revenue Code.

1 Fundación Urundei was created in 2008, and is operated exclusively for charitable [or educational] purposes. The activities and deliverables of Fundación Urundei in collaboration with the Bolivian Fundación Yangareko as relevant to this grant include:

- Professional foresters and agroforestry specialists will collect data regarding limits and opportunities for forest management and the potential areas for sustainable agricultural and cattle production in Huacareta;
- Undertake plant collections with Guarani in the Ingre section to contribute to expanding the Huacareta flora study with the University in Sucre;
- Develop a natural resources management plan for Huacareta county that zones the county into areas for protection, agriculture, ranching, tourism and forest management based on assessment of potential uses and limitations;
- Collaborate with the environmental unit of the local government to strengthen its integration into local government investment planning;
- Work with communities and the Huacareta Intercommunal Committee of the Parapeti on reforestation and recuperation of degraded areas using native species;
- Establish new committees with communities in Pilcomayo, Milagros and Ingre basins to involve the communities in municipal decisions; and,
- Support a Gran Chaco contingent to participate, for the first time, in the IUCN World Conservation Congress in Barcelona, and raise European donor awareness to opportunities in the Gran Chaco.

Please refer to the attached proposal for the details of activities and budget associated with this grant.

2. Fundación Urundei has no shareholders or members who have a proprietary interest in its income and assets. In the event that Fundación Urundei were to be liquidated or dissolved, under the laws and customs applicable, or under the governing instruments, all its assets would be distributed to another not-for-profit organization for charitable, religious, scientific, literary or educational purposes. Fundación Urundei is not controlled by or operated in connection with any other organization.

3. The laws and customs applicable to Fundación Urundei:

   a) Do not permit it to engage in activities that are not for religious, charitable, scientific, literary or educational purposes or to attempt to influence legislation by propaganda or otherwise.

   b) Do not permit it directly or indirectly to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

   c) Do not permit any of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable organization other than pursuant to the conduct of Fundación Urundei's charitable activities, or as payment of reasonable compensation for service rendered or a payment representing the fair market value of property which Fundación Urundei has purchased.

4. The entire grant funds will be used for the charitable purpose of enabling Fundación Urundei to complete the activities described in detail in the attached proposal. Fundación Urundei will not use any portion of the grant funds, including any interest earned thereon, for any other purpose without prior written approval by the Foundation.

5. Fundación Urundei will not use the grant funds for any purpose that would be prohibitive were it an American organization as described in section 501(c)(3) of the Internal Revenue Code.

6. Fundación Urundei will repay any portion of the amount of the grant that is not used for the project in accordance with the terms of this agreement.

7. Fundación Urundei agrees to supply the Foundation with such other information as may be necessary or desirable to permit the Foundation to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

8. Termination:

   a) For Cause. If the Foundation determines at any time that Fundación Urundei has failed to comply with any term of this Agreement, the Foundation may there upon terminate the Agreement, in whole or in part, by giving written notice to Fundación Urundei. Such notice shall become effective upon receipt or as indicated in the termination notice.

   b) For Convenience. For its Convenience, the Foundation may terminate this Agreement at any time by giving written notice to Fundación Urundei. Such notice shall become effective thirty (30) days after its receipt or as is indicated in the termination notice.

   The Foundation shall not be obligated to pay for any expenses incurred by Fundación Urundei after the effective date of any notice of termination. Upon its effective date, Fundación Urundei shall stop work and take all reasonable steps to preserve and protect all work products produced to date and comply with instruction from the Foundation as to the disposition thereof. Upon termination, Fundación Urundei shall promptly submit to the Foundation a final narrative report, a final financial report, and any unexpended project funds.

A?

9. Fundación Urundei agrees to maintain records of receipts and expenditures and to make its books and records available to the Foundation at reasonable times.

10. A written instrument executed by both the Foundation and Fundación Urundei may modify this agreement.

11. Fundación Urundei agrees not to use any portion of the grant

    a) To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code of the United States);

    b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code of the United States);

c) To make any grant which does not comply with the requirements of section 4945(d)(3) or (4) of the Internal Revenue Code of the United States; or

d) To undertake any activity for any purpose other than one specified in section 17(c)(2)(B).

On behalf of:

Garfield Foundation
89 N. Water Street
New Bedford, MA 02740

Executive Director, Jennie Curtis

Date: 8/5/08

Jennie Curtis

Fundación Urundei hereby agrees to the terms and conditions of the grant as recited above.

On behalf of:

Calle Vicente Lopez 477
Edificio Mercedes Work Center
QUINTO piso - Oficina "B"
Salta, Argentina

President, Juan Alejo Zarzycki

Date: 22/07/08

Catherine B. Connolly

STATEMENT ATTACHED FOR FORM 990-PF

THE GARFIELD FOUNDATION

EIN # 22-2285358

FISCAL YEAR ENDING: NOVEMBER 30, 2009

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

Line 5c: Statement required by Regulations section 53.4945-5 (d)

(I) **The name and address of the grantee:**

Fundacion Urundel
Project: G2-Monitoring Impacts & Threats to Biodiversity Across the Bolivian Gran
Apolinario Saravia No. 228
Salta , Argentina

(II) **The date and the amount of the grant:**

August 5, 2008	$453,000 00

(III) **The purpose of the grant**

See statement attached

(IV) **The amounts expended by the grantee(based upon the most recent report received from the grantee).**

August 25, 2008	$130,500 00
September 23, 2009	$188,500.00

(V) **Whether the grantee has diverted any portion of the funds (or the income therefrom in the case of an endowment grant) from the purpose of the grant (to the knowledge of the grantor).**

No

(VI) **The dates of any reports received from the grantee.**

February 25, 2009
August 3, 2009

(VII) **The date and results of any verification of the grantee's reports undertaken pursuant to and to the extent required under paragraph 1 of this section by the grantor or by others at the direction of the grantor.**

March 11, 2009	reviewed
September 18, 2009	reviewed

GARFIELD FOUNDATION

Dear Ing. Juan Alejo Zarzycki:

Garfield Foundation (the "Foundation") has approved a grant to Fundación Urundei for the project – **Monitoring Impacts and Threats to Biodiversity across the Gran Chaco – Phase II.** This project will consolidate the Gran Chaco monitoring system initiated during Phase I to develop and eventually implement regional monitoring and evaluation for the whole Gran Chaco.

During Phase II, Fundación Urundei will collaborate with the Bolivian Foundation Yangareko to expand coverage and share information from the system to promote discussion of the issues, increase investment in sustainable conservation and development, and consolidate institutional alliances for long-term monitoring and adaptive management of the Gran Chaco eco-region at local, provincial and international levels.

Fundación Urundei has been designated the recipient of the U.S. $453,000 donation to be utilized for the designated purpose between **July 1, 2008 – June 30, 2011.**

Schedule of Payments and Reports:

<u>Payments</u>

- $130,500 – July 2008
- $188,500 – July 2009
- $134,000 - July 2010

** The second and third grant installments will be disbursed pending receipt and favorable review of the proceeding year's progress reports.*

<u>Year One Reports</u>

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- Mid-year narrative & financial reports, due by 31 January, 2009 *(covering six months, July 1, 2008 – December 31, 2008)*
- Year-to-date narrative & financial reports, due by June 30, 2009 *(covering year-one activities, July 1, 2008 – June 30, 2009)*

<u>Year Two Reports</u>

- Mid-year narrative & financial reports, due by 31 January, 2010 *(covering six months, July 1, 2009 – December 31, 2009)*
- Year-to-date narrative & financial reports, due by June 30, 2010 *(covering year-two activities, July 1, 2009 – June 30, 2010)*

<u>Year Three Reports</u>

- Mid-year narrative & financial reports, due by 31 January, 2011 *(covering six months, July 1, 2010 – December 31, 2010)*
- Final narrative & financial reports, due by 1 September 2011 *(covering entire grant activities, (July 1, 2008 - June 30, 2011)*

Financial reports will detail project expenditures in accordance with the budget outlined in the proposal. All income for the project must also be reported including private, government and in-kind contributions.

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www.garfieldfoundation.org

Narrative reports will describe the manner in which grant funds have been spent and the progress made in accomplishing the purposes of the grant that will include reflective evaluation, challenges met and how the project outcomes have affected beneficiaries.

Because Fundación Urundei is a registered non-profit, non-governmental organization in Argentina but is not recognized as a United States charity under Section 501(c)(3) of the United States Internal Revenue Code, the Foundation is required to obtain your agreement to the following terms to assure compliance with the Internal Revenue Code.

1. Fundación Urundei was created in 2008, and is operated exclusively for charitable [or educational] purposes. The activities and deliverables of Fundación Urundei as relevant to this grant include:

    - Monitor environmental threats and changes in the Gran Chaco and coordinate events for government and civil society organizations in southeastern Bolivia and northern provinces in Argentina to present maps and information.
    - Expand monitoring system in the Northern Argentine Chaco, documenting the real situation of indigenous peoples and local communities facing the frontier of the industrial agricultural expansion and how it impacts the biodiversity. And, establish an effective monitoring collaboration with private landowners, private sector, provincial governments, and indigenous organizations in northern Argentina.
    - By 2010 organize a tri-national meeting with donors, government agencies, producers associations, indigenous organizations, and NGOs to call attention to the situation in the Gran Chaco and the need for greater investments in conservation.
    - Seek ways to incorporate monitoring of impacts in Gran Chaco of Paraguay.
    - Develop information packets reporting on the changes in the Gran Chaco ecosystem, including five videos as well as maps and other materials to be shared on the web and at events, such as local and regional workshops, meetings with government agencies, and others.
    - Produce policy recommendations for addressing threats to the Gran Chaco´s biological and cultural diversity and share them at regional and local meetings.
    - Consolidate partnerships with institutions such as universities that will use and maintain baseline and on-going data collected.
    - Investigate options for possible establishment of an endowment/trust fund for long-term support to local organizations´ monitoring, and managing the biodiversity and natural environment of the Gran Chaco.

Please refer to the attached proposal for the details of activities and budget associated with this grant.

2. Fundación Urundei has no shareholders or members who have a proprietary interest in its income and assets. In the event that Fundación Urundei were to be liquidated or dissolved, under the laws and customs applicable, or under the governing instruments, all its assets would be distributed to another not-for-profit organization for charitable, religious, scientific, literary or educational purposes. Fundación Urundei is not controlled by or operated in connection with any other organization.

3. The laws and customs applicable to Fundación Urundei:

   a) Do not permit it to engage in activities that are not for religious, charitable, scientific, literary or educational purposes or to attempt to influence legislation by propaganda or otherwise.

   b) Do not permit it directly or indirectly to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

   c) Do not permit any of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable organization other than pursuant to the conduct of Fundación Urundei's charitable activities, or as payment of reasonable compensation for service rendered or a payment representing the fair market value of property which Fundación Urundei has purchased.

4. The entire grant funds will be used for the charitable purpose of enabling Fundación Urundei to complete the activities described in detail in the attached proposal. Fundación Urundei will not use any portion of the grant funds, including any interest earned thereon, for any other purpose without prior written approval by the Foundation.

5. Fundación Urundei will not use the grant funds for any purpose that would be prohibitive were it an American organization as described in section 501(c)(3) of the Internal Revenue Code.

6. Fundación Urundei will repay any portion of the amount of the grant that is not used for the project in accordance with the terms of this agreement.

7. Fundación Urundei agrees to supply the Foundation with such other information as may be necessary or desirable to permit the Foundation to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

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8. Termination:

   a) For Cause. If the Foundation determines at any time that Fundación Urundei has failed to comply with any term of this Agreement, the Foundation may thereupon terminate the Agreement, in whole or in part, by giving written notice to Fundación Urundei. Such notice shall become effective upon receipt or as indicated in the termination notice.

   b) For Convenience. For its Convenience, the Foundation may terminate this Agreement at any time by giving written notice to Fundación Urundei. Such notice shall become effective thirty (30) days after its receipt or as is indicated in the termination notice.

   The Foundation shall not be obligated to pay for any expenses incurred by Fundación Urundei after the effective date of any notice of termination. Upon its effective date, Fundación Urundei shall stop work and take all reasonable steps to preserve and protect all work products produced to date and comply with instruction from the Foundation as to the disposition thereof. Upon termination, Fundación Urundei shall promptly submit to the Foundation a final narrative report, a final financial report, and any unexpended project funds.

9. Fundación Urundei agrees to maintain records of receipts and expenditures and to make its books and records available to the Foundation at reasonable times.

10. A written instrument executed by both the Foundation and Fundación Urundei may modify this agreement.

11. Fundación Urundei agrees not to use any portion of the grant

    a) To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code of the United States);

    b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code of the United States);

    c) To make any grant which does not comply with the requirements of section 4945(d)(3) or (4) of the Internal Revenue Code of the United States; or

    d) To undertake any activity for any purpose other than one specified in section 17(c)(2)(B).

On behalf of:

Garfield Foundation
89 N. Water Street
New Bedford, MA 02740

Jennie Curtis, Executive Director

Date: 8/5/08

Jennie Curtis

Fundación Urundei hereby agrees to the terms and conditions of the grant as recited above.

On behalf of:

Fundación Urundei
Calle Vicente Lopez
Edificio – Quinto Piso
Salta
Argentina

Juan Alejo Zarzycki
President

Date: 07/22/08

Catherine B. Connelly

STATEMENT ATTACHED FOR FORM 990-PF

THE GARFIELD FOUNDATION

EIN # 22-2285358

FISCAL YEAR ENDING: NOVEMBER 30, 2009

Part VII-B: Part VII-B· Statements Regardıng Actıvities for Whıch Form 4720 May Be Requıred

Line 5c: Statement requıred by Regulations section 53 4945-5 (d)

(I) **The name and address of the grantee:**

Fundacıon Yeporaka
c/o Elio Ortiz
Project: A Minı-Encyclopedia of Biodıversıty ın the Guaranı World, Phase II
General Delivery
Camiri, Bolivıa

(II) **The date and the amount of the grant:**

August 5, 2008 $11,500 00

(III) **The purpose of the grant**

See statement attached

(IV) **The amounts expended by the grantee(based upon the most recent report received from the grantee).**

August 12, 2008 $5,500.00
February 9, 2009 $6,000.00

(V) **Whether the grantee has diverted any portion of the funds (or the income therefrom in the case of an endowment grant) from the purpose of the grant (to the knowledge of the grantor).**

No

(VI) **The dates of any reports received from the grantee.**

January 28, 2009
September 14, 2009

(VII) **The date and results of any verification of the grantee's reports undertaken pursuant to and to the extent required under paragraph 1 of this section by the grantor or by others at the direction of the grantor.**

March 11, 2009 revıewed

GARFIELD FOUNDATION

Dear Antonio Mendez:

Garfield Foundation (the "Foundation") has approved a grant to Fundación Yeporaka for ***A Mini-Encyclopedia of Biodiversity in the Guarani World, Phase II.*** The grant will enable Guarani professionals to collect additional data on biodiversity and its role in Guarani society and thought, and systematize the data from ethnographic and etymological research to develop a mini-encyclopedia of the biodiversity of the Guarani world.

Fundación Yeporaka has been designated the recipient of the U.S. $11,500 award to be utilized for the designated purpose between **August 1, 2008 – July 31, 2009.**

Schedule of Payments and Reports:

Payments

- $5,500 - August 2008
- $6,000 - February 2009

The second grant installment will be disbursed pending receipt and favorable review of the February 2009 progress reports.

Reports

- Mid-year narrative & financial reports due by February 28, 2009 *(covering six months, 1 August 2008 – 31 January 2009)*
- Final narrative & financial reports due by August 31, 2009 *(covering 1 August 2008 – 31 July 2009)*

Financial reports will detail project expenditures in accordance with the budget outlined in the proposal. All income for the project must also be reported including private, government and in-kind contributions.

Narrative reports will describe the manner in which grant funds have been spent and the progress made in accomplishing the purposes of the grant that will include reflective evaluation, challenges met and how the project outcomes have affected beneficiaries.

Because Fundación Yeporaka is a registered non-profit, non-governmental organization in Bolivia but is not recognized as a United States charity under Section 501(c)(3) of the United States Internal Revenue Code, the Foundation is required to obtain your agreement to the following terms to assure compliance with the Internal Revenue Code.

1. Fundación Yeporaka was created in 2006, and is operated exclusively for charitable [or educational] purposes. The activities and deliverables of Fundación Yeporaka as relevant to this grant include:
    - Collecting relevant information about biodiversity and systematizing it into a Guarani-Spanish mini-encyclopedia; and,
    - Printing and distributing the mini-encyclopedia and materials derived from it through their contacts that have links with school systems and bilingual education networks.

Please refer to the attached proposal for the details of activities and budget associated with this grant.

2 Fundación Yeporaka has no shareholders or members who have a proprietary interest in its income and assets. In the event that Fundación Yeporaka were to be liquidated or dissolved, under the laws and customs applicable, or under the governing instruments, all its assets would be distributed to another not-for-profit organization for charitable, religious, scientific, literary or educational purposes. Fundación Yeporaka is not controlled by or operated in connection with any other organization.

3. The laws and customs applicable to Fundación Yeporaka:

   a) Do not permit it to engage in activities that are not for religious, charitable, scientific, literary or educational purposes or to attempt to influence legislation by propaganda or otherwise.

   b) Do not permit it directly or indirectly to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

   c) Do not permit any of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable organization other than pursuant to the conduct of Fundación Yeporaka's charitable activities, or as payment of reasonable compensation for service rendered or a payment representing the fair market value of property which Fundación Yeporaka has purchased.

4 The entire grant funds will be used for the charitable purpose of enabling Fundación Yeporaka to complete the activities described in detail in the attached proposal. Fundación Yeporaka will not use any portion of the grant funds, including any interest earned thereon, for any other purpose without prior written approval by the Foundation.

5. Fundación Yeporaka will not use the grant funds for any purpose that would be prohibitive were it an American organization as described in section 501(c)(3) of the Internal Revenue Code.

6. Fundación Yeporaka will repay any portion of the amount of the grant that is not used for the project in accordance with the terms of this agreement.

7 Fundación Yeporaka agrees to supply the Foundation with such other information as may be necessary or desirable to permit the Foundation to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

8. Termination:

   a) For Cause. If the Foundation determines at any time that Fundación Yeporaka has failed to comply with any term of this Agreement, the Foundation may thereupon terminate the Agreement, in whole or in part, by giving written notice to Fundación Yeporaka. Such notice shall become effective upon receipt or as indicated in the termination notice.

   b) For Convenience. For its Convenience, the Foundation may terminate this Agreement at any time by giving written notice to Fundación Yeporaka. Such notice shall become effective thirty (30) days after its receipt or as is indicated in the termination notice.

   The Foundation shall not be obligated to pay for any expenses incurred by Fundación Yeporaka after the effective date of any notice of termination. Upon its effective date, Fundación Yeporaka shall stop work and take all reasonable steps to preserve and protect all work products produced to date and comply with instruction from the Foundation as to the disposition thereof. Upon termination, Fundación Yeporaka shall promptly submit to the Foundation a final narrative report, a final financial report, and any unexpended project funds.

9. Fundación Yeporaka agrees to maintain records of receipts and expenditures and to make its books and records available to the Foundation at reasonable times.

10. A written instrument executed by both the Foundation and Fundación Yeporaka may modify this agreement.

11. Fundación Yeporaka agrees not to use any portion of the grant

    a) To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code of the United States);

    b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code of the United States);

    c) To make any grant which does not comply with the requirements of section 4945(d)(3) or (4) of the Internal Revenue Code of the United States; or

    d) To undertake any activity for any purpose other than one specified in section 17(c)(2)(B).

On behalf of:

Garfield Foundation
89 N. Water Street
New Bedford, MA 02740

Executive Director, Jennie Curtis

Date: 8/5/08

Jennie Curtis

Fundación Yeporaka hereby agrees to the terms and conditions of the grant as recited above.

On behalf of:

Fundación Yeporaka
Camiri,
Bolivia

President, Antonio Mendez Barrientos

Date: 8/5/08

STATEMENT ATTACHED FOR FORM 990-PF

THE GARFIELD FOUNDATION

EIN # 22-2285358

FISCAL YEAR ENDING: NOVEMBER 30, 2009

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

Line 5c: Statement required by Regulations section 53.4945-5 (d)

(I) **The name and address of the grantee:**

CEDIA (Centre for the Development of Indigenous Amazonia)
Project: OARA Phase III-Capacity Building for the Effective Protection of Indigenous Titled Lands in the Apurimac Valley
Pasaje Bonifacio Nro 166
Urbanisacion los Rosales de Santa Rosa
La Perla - Callao, Peru

(II) **The date and the amount of the grant:**

June 25, 2008 $35,000.00

(III) **The purpose of the grant**

See statement attached

(IV) **The amounts expended by the grantee(based upon the most recent report received from the grantee).**

July 24, 2008	$17,500.00
November 30, 2009	$17,500.00

(V) **Whether the grantee has diverted any portion of the funds (or the income therefrom in the case of an endowment grant) from the purpose of the grant (to the knowledge of the grantor).**

No

(VI) **The dates of any reports received from the grantee.**

June 30, 2008
February 10, 2009

(VII) **The date and results of any verification of the grantee's reports undertaken pursuant to and to the extent required under paragraph 1 of this section by the grantor or by others at the direction of the grantor.**

September 2, 2008	reviewed
October 8, 2008	reviewed
March 17, 2009	reviewed
June 4, 2009	reviewed

10/07/10-cn

THE · GARFIELD · FOUNDATION

Dear Isabel Barbosa Senna and Dr. Lelis Rivera Chavez:

Garfield Foundation (the "Foundation") has approved a grant to the Organization of the Ashaninka of the River Apurimac (OARA) care of the Center for the Development of Indigenous Amazonia (CEDIA) which will act as both fiscal sponsor and advisor for the project – **Capacity Building for the Effective Protection of Indigenous Titled Lands in the Apurimac Valley.** Grant funds support the institutional strengthening of OARA as the representative organization of the indigenous population of the Apurimac valley & river basin. Funds also support CEDIA to provide technical support to OARA leadership with regard to final pending land titles and other related territory defense and legal matters.

OARA/CEDIA has been designated the recipient of the U.S. $35,000 award to be utilized for the designated purpose between **July 1, 2008-December 31, 2009**

Schedule of Payments and Reports:

<u>Payments</u>

- *$17,500 – July 2008*
- *17,500 – February 2009*

* *The second grant installment will be disbursed pending receipt and favorable review of the mid-term reports.*

<u>Reports</u>

- Operational Plan/Memorandum of Understanding, due by June 15, 2008 (*received*)
- Mid-term narrative & financial reports, due by January 30, 2009
- Final narrative & financial reports, due by January 30, 2010

Financial reports will detail project expenditures in accordance with the budget outlined in the proposal. All income for the project must also be reported including private, government and in-kind contributions.

Narrative reports will describe the manner in which grant funds have been spent and the progress made in accomplishing the purposes of the grant that will include reflective evaluation, challenges met and how the project outcomes have affected beneficiaries.

Because CEDIA is a registered non-profit, non-governmental organization in Peru but is not recognized as a United States charity under Section 501(c)(3) of the United States Internal Revenue Code, the Foundation is required to obtain your agreement to the following terms to assure compliance with the Internal Revenue Code.

1. OARA was created in 1993, and is operated exclusively for charitable [or educational] purposes. The <u>activities and deliverables</u> of OARA/CEDIA as relevant to this grant include:

    - Begin construction of the OARA permanent office in Pichari;
    - Update the legal status of OARA and incorporate new, elected officers into OARA governance structures;

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- Conduct two workshops on security and legal defense of communities for newly elected leaders of OARA;
- Strengthen the capacities of OARA leadership and community members so they can effectively defend (via legal means) their territories and rights;
- Designate a Chief to monitor legal affairs in Ayachucho;
- Designate Bertha Reyna as part-time legal adviser;
- Designate a specialist/leader in land titling to serve as coordinator between CEDIA and CFOPRI;
- Obtain basic radio and office equipment necessary to undertake its leadership mandate;
- Work toward executing the final pending 13 land titles and undertake legal oversight in respect to territory and any other legal matters; and,
- Convene the OARA annual general meetings in October 2008 and 2009.

* *Please refer to the attached proposal for the details of activities and budget associated with this grant.*

2. OARA and CEDIA have no shareholders or members who have a proprietary interest in its income and assets. In the event that OARA or CEDIA were to be liquidated or dissolved, under the laws and customs applicable, or under the governing instruments, all its assets would be distributed to another not-for-profit organization for charitable, religious, scientific, literary or educational purposes. OARA and CEDIA are not controlled by or operated in connection with any other organization.

3. The laws and customs applicable to OARA and CEDIA:

    a) Do not permit it to engage in activities that are not for religious, charitable, scientific, literary or educational purposes or to attempt to influence legislation by propaganda or otherwise.

    b) Do not permit it directly or indirectly to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

    c) Do not permit any of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable organization other than pursuant to the conduct of OARA and CEDIA's charitable activities, or as payment of reasonable compensation for service rendered or a payment representing the fair market value of property which OARA and CEDIA have purchased.

4. The entire grant funds will be used for the charitable purpose of enabling OARA and CEDIA to complete the activities described in detail in the attached proposal. OARA or CEDIA will not use any portion of the grant funds, including any interest earned thereon, for any other purpose without prior written approval by the Foundation.

5. OARA or CEDIA will not use the grant funds for any purpose that would be prohibitive were it an American organization as described in section 501(c)(3) of the Internal Revenue Code.

6. OARA or CEDIA will repay any portion of the amount of the grant that is not used for the project in accordance with the terms of this agreement.

7. OARA and CEDIA agrees to supply the Foundation with such other information as may be necessary or desirable to permit the Foundation to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

8. Termination:

   a) For Cause. If the Foundation determines at any time that OARA or CEDIA has failed to comply with any term of this Agreement, the Foundation may thereupon terminate the Agreement, in whole or in part, by giving written notice to OARA/CEDIA. Such notice shall become effective upon receipt or as indicated in the termination notice.

   b) For Convenience. For its Convenience, the Foundation may terminate this Agreement at any time by giving written notice to OARA/CEDIA. Such notice shall become effective thirty (30) days after its receipt or as is indicated in the termination notice.

   The Foundation shall not be obligated to pay for any expenses incurred by OARA or CEDIA after the effective date of any notice of termination. Upon its effective date, OARA and CEDIA shall stop work and take all reasonable steps to preserve and protect all work products produced to date and comply with instruction from the Foundation as to the disposition thereof. Upon termination, OARA/CEDIA shall promptly submit to the Foundation a final narrative report, a final financial report, and any unexpended project funds.

9. OARA and CEDIA agrees to maintain records of receipts and expenditures and to make its books and records available to the Foundation at reasonable times.

10. A written instrument executed by both the Foundation and OARA or CEDIA may modify this agreement.

11. OARA and CEDIA agrees not to use any portion of the grant

    a) To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code of the United States);

    b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code of the United States);

    c) To make any grant which does not comply with the requirements of section 4945(d)(3) or (4) of the Internal Revenue Code of the United States; or

    d) To undertake any activity for any purpose other than one specified in section 17(c)(2)(B).

On behalf of:

Garfield Foundation
89 North Water Street
New Bedford, MA 02740

Jennie Curtis, Executive Director

Date: 6/25/08

OARA and CEDIA hereby agree to the terms and conditions of the grant as recited above.

On behalf of:

OARA
C/O CEDIA
Pasaje Bonifacio No. 166
Urbanisacion los Rosales de Santa Rosa
La Perla - Callao, Peru

President, OARA – Isabel Barbosa Serina

ISABEL BARBOZA SERINA
DNI Nº 25019393
PRESIDENTA OARA

Date:

General Director, CEDIA - Dr. Lelis Rivera Chavez

Date: 30/06/2008

STATEMENT ATTACHED FOR FORM 990-PF

THE GARFIELD FOUNDATION

EIN # 22-2285358

FISCAL YEAR ENDING: NOVEMBER 30, 2009

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

Line 5c: Statement required by Regulations section 53 4945-5 (d)

(I) **The name and address of the grantee:**

Fundacion Urundei
Project El Rey -Conservation Collaboration with Private properties Surrounding
Apolinario Saravia No 228
Salta , Argentina

(II) **The date and the amount of the grant:**

April 29, 2009 $137,000 00

(III) **The purpose of the grant**

See statement attached

(IV) **The amounts expended by the grantee(based upon the most recent report received from the grantee).**

May 20, 2009 $60,000 00

(V) **Whether the grantee has diverted any portion of the funds (or the income therefrom in the case of an endowment grant) from the purpose of the grant (to the knowledge of the grantor).**

No

(VI) **The dates of any reports received from the grantee.**

None prior to 11/30/2009

(VII) **The date and results of any verification of the grantee's reports undertaken pursuant to and to the extent required under paragraph 1 of this section by the grantor or by others at the direction of the grantor.**

None prior to 11/30/2009

GARFIELD FOUNDATION

Dear Ing. Juan Alejo Zarzycki:

The Garfield Foundation (the "Foundation") has approved a grant to Fundación Urundei for the project - **Conservation Collaboration with Private Properties Surrounding El Rey National Park, Anta Department, Salta Province, Argentina.** The grant will support work with the private ranchers that surround El Rey National Park, located in Anta Department of Salta province in northwestern Argentina, to develop collaborations that create an effective "buffer zone" of private properties around the park Project activities will facilitate establishment of good natural resource management practices and establish the necessary levels of coordination between governmental entities and the private landowners

Fundación Urundei has been designated the recipient of the U.S. $137,000 award to be utilized for the designated purpose between **June 1, 2009-May 31, 2011**

Schedule of Payments and Reports:

Payments

- $60,000 – June 2009
- $77,000 – June 2010

The second grant installment will be disbursed pending receipt and favorable review of 2009/10 progress reports.

Reports

Year One

- Mid-year narrative & financial reports due by December 31, 2009 *(covering six months, June 1-November 30, 2009)*
- Year to date narrative & financial reports due by June 30, 2010 *(covering year one, June 1, 2009-May 31, 2010)*

Year Two

- Mid-year narrative & financial reports due by December 31, 2010 *(covering six months, June 1-November 30, 2010)*
- Final narrative & financial reports due by June 30, 2011 *(covering the full grant period June 1, 2009-May 31, 2011)*

Narrative reports should describe the manner in which grant funds have been spent and the progress made in accomplishing the objectives of the grant, elaborating on the specific activities and deliverables noted in Section 1. Reports should also include reflective evaluation, any challenges met, if there have been changes to the original work plan and, how the project's outcomes are affecting beneficiaries. The final narrative report will additionally reflect on the full project cycle articulating cumulative progress, challenges, impact, and future outlook.

The financial report will detail project expenditures in accordance with the budget outlined in the proposal All income for the project must be reported including private, government and in-kind contributions

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Because Fundación Urundei is a registered non-profit, non-governmental organization in Argentina but is not recognized as a United States charity under Section 501(c)(3) of the United States Internal Revenue Code, the Foundation is required to obtain your agreement to the following terms to assure compliance with the U.S. Internal Revenue Code.

1 Fundación Urundei was created in 2008, and is operated exclusively for charitable [or educational] purposes. The activities of Fundación Urundei as relevant to this grant include:

- Gather information about all the landowners and their holdings around the El Rey National Park;
- Interview landowners to ascertain perceptions and criteria that would be helpful for involving them in conservation activities;
- Develop a relationship with the Rural Society of Salta,
- Define the environmental goods and services provided by the El Rey Park and share this information with landowners in formal and informal settings,
- Develop agreements with selected landowners;
- Zone private land area around the park to establish which areas, when incorporated into the ecological system as a whole, could provide which benefits through specific uses/restrictions;
- Facilitate improved land use management planning by the landowners, to better achieve conservation objectives;
- Generate conservation incentives by bringing together the interests of the State, and the interests of the landowners through a consensus document that proposes policies appropriate to the conditions and necessities of conservation and protection;
- Assist landowners to evaluate and draft regulations for private conservation which incorporate the landowners' proposals for incentives so they can be adopted and implemented by the relevant agencies, and,
- Share information about the advances of this initiative with others via the internet/web page and the Chaco NGO Network.

Please refer to the proposal for the details of activities and budget associated with this grant.

2. Fundación Urundei has no shareholders or members who have a proprietary interest in its income and assets. In the event that Fundación Urundei were to be liquidated or dissolved, under the laws and customs applicable, or under the governing instruments, all its assets would be distributed to another not-for-profit organization for charitable, religious, scientific, literary or educational purposes. Fundación Urundei is not controlled by or operated in connection with any other organization.

3. The laws and customs applicable to Fundación Urundei:

   a) Do not permit it to engage in activities that are not for religious, charitable, scientific, literary or educational purposes or to attempt to influence legislation by propaganda or otherwise.

   b) Do not permit it directly or indirectly to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

c) Do not permit any of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable organization other than pursuant to the conduct of Fundación Urundei's charitable activities, or as payment of reasonable compensation for service rendered or a payment representing the fair market value of property which Fundación Urundei has purchased

4. The entire grant funds will be used for the charitable purpose of enabling Fundación Urundei to complete the activities described in detail in the attached proposal. Fundación Urundei will not use any portion of the grant funds, including any interest earned thereon, for any other purpose without prior written approval by the Foundation.

5 Fundación Urundei will not use the grant funds for any purpose that would be prohibitive were it an American organization as described in section 501(c)(3) of the Internal Revenue Code.

6. Fundación Urundei will repay any portion of the amount of the grant that is not used for the project in accordance with the terms of this agreement.

7. Fundación Urundei agrees to supply the Foundation with such other information as may be necessary or desirable to permit the Foundation to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

8. Termination:

   a) For Cause If the Foundation determines at any time that Fundación Urundei has failed to comply with any term of this Agreement, the Foundation may thereupon terminate the Agreement, in whole or in part, by giving written notice to Fundación Urundei. Such notice shall become effective upon receipt or as indicated in the termination notice.

   b) For Convenience. For its Convenience, the Foundation may terminate this Agreement at any time by giving written notice to Fundación Urundei. Such notice shall become effective thirty (30) days after its receipt or as is indicated in the termination notice.

   The Foundation shall not be obligated to pay for any expenses incurred by Fundación Urundei after the effective date of any notice of termination. Upon its effective date, Fundación Urundei shall stop work and take all reasonable steps to preserve and protect all work products produced to date and comply with instruction from the Foundation as to the disposition thereof. Upon termination, Fundación Urundei shall promptly submit to the Foundation a final narrative report, a final financial report, and any unexpended project funds.

9. Fundación Urundei agrees to maintain records of receipts and expenditures and to make its books and records available to the Foundation at reasonable times

10. A written instrument executed by both the Foundation and Fundación Urundei may modify this agreement.

11. Fundación Urundei agrees not to use any portion of the grant

a) To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code of the United States),

b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code of the United States);

c) To make any grant which does not comply with the requirements of section 4945(d)(3) or (4) of the Internal Revenue Code of the United States; or

d) To undertake any activity for any purpose other than one specified in section 17(c)(2)(B).

On behalf of the

Garfield Foundation
89 N. Water Street
New Bedford, MA 02740

Executive Director, Jennie Curtis

Date: Apr 29, 2009

Fundación Urundei hereby agrees to the terms and conditions of the grant as recited above

On behalf of

Fundación Urundei
Calle Vicente Lopez 477
Edificio Mercedes Work Center
QUINTO piso - Oficina "B"
Salta, Argentina

Juan Alejo Zarzycki
President

Date: May 07, 2009

STATEMENT ATTACHED FOR FORM 990-PF

THE GARFIELD FOUNDATION

EIN # 22-2285358

FISCAL YEAR ENDING: NOVEMBER 30, 2009

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

Line 5c: Statement required by Regulations section 53.4945-5 (d)

(I) **The name and address of the grantee:**

Fundacion Yangareko
Project: Local III - Exploring New Forms of Cooperation with Indigenous
Casilla de Correos (PO Box) 3455
Santa Cruz de la Sierra, Bolivia

(II) **The date and the amount of the grant:**

July 30, 2009 $232,000 00

(III) **The purpose of the grant**

See statement attached

(IV) **The amounts expended by the grantee(based upon the most recent report received from the grantee).**

August 11, 2009 $95,000 00

(V) **Whether the grantee has diverted any portion of the funds (or the income therefrom in the case of an endowment grant) from the purpose of the grant (to the knowledge of the grantor).**

No

(VI) **The dates of any reports received from the grantee.**

None pnor to 11/30/2009

(VII) **The date and results of any verification of the grantee's reports undertaken pursuant to and to the extent required under paragraph 1 of this section by the grantor or by others at the direction of the grantor.**

None pnor to 11/30/2009

GARFIELD FOUNDATION

Dear Ing. Juan Alejo Zarzycki:

The Garfield Foundation (the "Foundation") has approved a grant to Fundación Yangareko for the project - ***Exploring New Forms of Cooperation with Indigenous Organizations and Communities in the Gran Chaco -- Local Initiatives III.*** Yangareko will work with indigenous organizations to: 1) collaboratively research and identify new forms of cooperation with indigenous peoples' communities and local organizations in order to more effectively link external assistance to grassroots concerns in light of socio-political changes; and, 2) assist Chaco indigenous organizations to strengthen and adapt their institutions to new conditions and develop proposals for collaboration that respond to grassroots direction.

Fundación Yangareko has been designated the recipient of the U.S. $232,000 award to be utilized for the designated purpose between **August 1, 2009 – December 31, 2011.**

Schedule of Payments and Reports:

Payments

- $95,000 – August 2009
- $98,000 – August 2010
- $39,000 – August 2011

The second and third grant installments will be disbursed pending receipt and favorable review of 2010 & 2011 progress reports.

Reports

Year One

- Year to date narrative & financial reports due by 31 January 2010 *(covering August 1, 2009-December 31 2009)*
- Annual narrative & financial reports due by 30 July 2010 *(covering, August 1, 2009-June 30, 2010)*
- Updated work plan for the next year, due by 30 July, 2010.

Year Two

- Year to date narrative & financial reports due by 31 January 2011 *(covering year two, August 1, 2010-December 31 2010)*
- Annual narrative & financial reports due by 30 July 2011 *(covering, August 1, 2010-June 30, 2011)*
- Updated work plan for the final five months, due by 30 July 2011.

Year Three

- Final narrative & financial reports due by 31 January 2012 *(covering the full grant period August 1, 2009-December 31, 2012)*

Narrative reports will describe the manner in which grant funds have been spent and the progress made in accomplishing the purposes of the grant that will include reflective evaluation, challenges met and how the project outcomes have affected beneficiaries.

The financial report will detail project expenditures in accordance with the budget outlined in the proposal. All income for the project must be reported including private, government and in-kind contributions.

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Because Fundación Yangareko is a registered non-profit, non-governmental organization in Bolivia but is not recognized as a United States charity under Section 501(c)(3) of the United States Internal Revenue Code, the Foundation is required to obtain your agreement to the following terms to assure compliance with the U.S. Internal Revenue Code.

1. Fundación Yangareko was created in 2001, and is operated exclusively for charitable [or educational] purposes. The activities of Fundación Yangareko as relevant to this grant include:

   - Investigate conservation activities and the socio-political context with remote and isolated indigenous peoples across the Bolivian Gran Chaco, with facilitated discussions in grassroots communities as well as within indigenous organizations;
   - Define and explore new forms of collaboration that are emerging with indigenous peoples of the Chaco within the current situations created by the new Bolivian Constitution and other ongoing socio-political changes in the region;
   - Assist revitalization of indigenous organizations across the northern Gran Chaco, primarily in Bolivia, with some activities in northern Argentina and Paraguay;
   - Strengthen the inter-communal, national, and bi-national indigenous relations in the Gran Chaco, particularly with the Ayoreo people, via discussions and women's artisan activities that link people to their biodiversity and other communities;
   - Produce a report with recommendations for improved donor assistance to indigenous organizations in the Chaco and circulate it to donors, indigenous support organizations, and indigenous organizations; and,
   - Strengthen Indigenous and grassroots organizations through the collaborative analysis of opportunities and risks, and assist them to formulate their own proposals for moving forward in the new socio-political context that is emerging in the Gran Chaco.

   Please refer to the proposal for the details of activities and budget associated with this grant.

2. Fundación Yangareko has no shareholders or members who have a proprietary interest in its income and assets. In the event that Fundación Yangareko were to be liquidated or dissolved, under the laws and customs applicable, or under the governing instruments, all its assets would be distributed to another not-for-profit organization for charitable, religious, scientific, literary or educational purposes. Fundación Yangareko is not controlled by or operated in connection with any other organization.

3. The laws and customs applicable to Fundación Yangareko:

   a) Do not permit it to engage in activities that are not for religious, charitable, scientific, literary or educational purposes or to attempt to influence legislation by propaganda or otherwise.

   b) Do not permit it directly or indirectly to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

   c) Do not permit any of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable organization other than pursuant to the conduct of Fundación Yangareko's charitable activities, or as payment of reasonable compensation for service rendered or a payment representing the fair market value of property which Fundación Yangareko has purchased.

4. The entire grant funds will be used for the charitable purpose of enabling Fundación Yangareko to complete the activities described in detail in the attached proposal. Fundación Yangareko will not use any portion of the grant funds, including any interest earned thereon, for any other purpose without prior written approval by the Foundation.

5. Fundación Yangareko will not use the grant funds for any purpose that would be prohibitive were it an American organization as described in section 501(c)(3) of the Internal Revenue Code.

6. Fundación Yangareko will repay any portion of the amount of the grant that is not used for the project in accordance with the terms of this agreement.

7. Fundación Yangareko agrees to supply the Foundation with such other information as may be necessary or desirable to permit the Foundation to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

8 Termination:

   a) For Cause. If the Foundation determines at any time that Fundación Yangareko has failed to comply with any term of this Agreement, the Foundation may thereupon terminate the Agreement, in whole or in part, by giving written notice to Fundación Yangareko. Such notice shall become effective upon receipt or as indicated in the termination notice.

   b) For Convenience. For its Convenience, the Foundation may terminate this Agreement at any time by giving written notice to Fundación Yangareko. Such notice shall become effective thirty (30) days after its receipt or as is indicated in the termination notice.

   The Foundation shall not be obligated to pay for any expenses incurred by Fundación Yangareko after the effective date of any notice of termination. Upon its effective date, Fundación Yangareko shall stop work and take all reasonable steps to preserve and protect all work products produced to date and comply with instruction from the Foundation as to the disposition thereof. Upon termination, Fundación Yangareko shall promptly submit to the Foundation a final narrative report, a final financial report, and any unexpended project funds.

9. Fundación Yangareko agrees to maintain records of receipts and expenditures and to make its books and records available to the Foundation at reasonable times.

10. A written instrument executed by both the Foundation and Fundación Yangareko may modify this agreement.

11. Fundación Yangareko agrees not to use any portion of the grant

   a) To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code of the United States);

b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code of the United States);

c) To make any grant which does not comply with the requirements of section 4945(d)(3) or (4) of the Internal Revenue Code of the United States; or

d) To undertake any activity for any purpose other than one specified in section 17(c)(2)(B).

On behalf of the

Garfield Foundation
89 N. Water Street
New Bedford, MA 02740

Executive Director, Jennie Curtis

Date: 7/30/09 Jennie Curtis

Fundación Yangareko hereby agrees to the terms and conditions of the grant as recited above.

On behalf of

Fundación Yangareko
Av. Cristóbal de Mendoza No. 246
Edificio La Casona – Oficina No. 142
Santa Cruz – Bolivia

Alejo Zarzycki Orlow
Executive Director

Date: 08/03/09

Fundación
Yangareko

STATEMENT ATTACHED FOR FORM 990-PF

THE GARFIELD FOUNDATION

EIN # 22-2285358

FISCAL YEAR ENDING: NOVEMBER 30, 2009

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

Line 5c: Statement required by Regulations section 53 4945-5 (d)

(I) **The name and address of the grantee:**

Fundacion Yangareko
Project: Local IV Strengthening Community - Based Organizations Focusing on the issues in the Parapeti Basin, Bolivian Gran Chaco
Casilla de Correos (PO Box) 3455
Santa Cruz de la Sierra, Bolivia

(II) **The date and the amount of the grant:**

November 18, 2009 $15,000.00

(III) **The purpose of the grant**

See statement attached

(IV) **The amounts expended by the grantee(based upon the most recent report received from the grantee).**

November 30, 2009 $15,000.00

(V) **Whether the grantee has diverted any portion of the funds (or the income therefrom in the case of an endowment grant) from the purpose of the grant (to the knowledge of the grantor).**

No

(VI) **The dates of any reports received from the grantee.**

None prior to 11/30/2009

(VII) **The date and results of any verification of the grantee's reports undertaken pursuant to and to the extent required under paragraph 1 of this section by the grantor or by others at the direction of the grantor.**

None prior to 11/30/2009

GARFIELD FOUNDATION

Dear Ing. Alejo Zarzycki Orlow:

The Garfield Foundation (the "Foundation") has approved a grant to Fundación Yangareko for the project – ***Strengthening Community-Based Organizations Focusing on the Issues in the Parapeti Basin, Bolivian Gran Chaco – Local Initiatives IV.*** Yangareko will work to strengthen the ability of the grassroots organization, Bañado Watershed Committee (CGRB) to formulate and fundraise for projects that meet the needs of their 37 constituent communities and conserve the biodiversity and natural resources in this important tributary to the Parapeti River.

Fundación Yangareko has been designated the recipient of a U S. $15,000 grant to be utilized for the designated purpose as described in this grant agreement between December 1, 2009-December 31, 2010.

Schedule of Reports:

- Semi-annual narrative & financial reports due by **30 June 2010** *(covering December 1, 2009-May 31, 2010)*
- Final narrative & financial reports due by **31 January 2011** *(covering the full grant period – December 1, 2009-December 31, 2010)*

Narrative reports should describe the manner in which grant funds have been spent and the progress made in accomplishing the objectives of the grant, elaborating on the specific activities and deliverables noted in Section 1 Reports should also include reflective evaluation, any challenges met, if there have been changes to the original work plan and, how the project's outcomes are affecting beneficiaries. The final narrative report will additionally reflect on the full project cycle articulating cumulative progress, challenges, impact, and future outlook.

The financial report will include a full organizational expenditure report for the project year, a project-specific expenditure report detailing expenses occurring during the grant period in accordance with the approved budget outlined in the proposal, and a list of income (i.e., private, government and in-kind contributions) generated for both the organization and the project during the grant period.

Because Fundación Yangareko is a registered non-profit, non-governmental organization in Bolivia but is not recognized as a United States charity under Section 501(c)(3) of the United States Internal Revenue Code, the Foundation is required to obtain your agreement to the following terms to assure compliance with the U.S. Internal Revenue Code.

1 Fundación Yangareko was created in 2001, and is operated exclusively for charitable [or educational] purposes. The activities & deliverables to be executed by Fundación Yangareko as relevant to this grant includes:

- Contract a professional with proven ability to formulate and fundraise for community, intercommunity and institutional strengthening proposals;
- Establish common understanding of the role of CGRB to understand and satisfy the needs of its constituent communities;
- Assist CGRB to sign agreements with communities, involving women's participation in decision making;
- Carry out assemblies and workshops to discuss the proposals to be developed and evaluate results;
- Design and present at least six proposals to relevant agencies and donors; and,
- Write a report analyzing the processes, results, and lessons learned with CGRB since its inception.

Please refer to the proposal for the details of activities and budget associated with this grant.

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www garfieldfoundation.org

2. Fundación Yangareko has no shareholders or members who have a proprietary interest in its income and assets. In the event that Fundación Yangareko were to be liquidated or dissolved, under the laws and customs applicable, or under the governing instruments, all its assets would be distributed to another not-for-profit organization for charitable, religious, scientific, literary or educational purposes. Fundación Yangareko is not controlled by or operated in connection with any other organization.

3. The laws and customs applicable to Fundación Yangareko:

   a) Do not permit it to engage in activities that are not for religious, charitable, scientific, literary or educational purposes or to attempt to influence legislation by propaganda or otherwise.

   b) Do not permit it directly or indirectly to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

   c) Do not permit any of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable organization other than pursuant to the conduct of Fundación Yangareko's charitable activities, or as payment of reasonable compensation for service rendered or a payment representing the fair market value of property which Fundación Yangareko has purchased.

4. The entire grant funds will be used for the charitable purpose of enabling Fundación Yangareko to complete the activities described in detail in the attached proposal. Fundación Yangareko will not use any portion of the grant funds, including any interest earned thereon, for any other purpose without prior written approval by the Foundation.

5. Fundación Yangareko will not use the grant funds for any purpose that would be prohibitive were it an American organization as described in section 501(c)(3) of the Internal Revenue Code.

6. Fundación Yangareko will repay any portion of the amount of the grant that is not used for the project in accordance with the terms of this agreement.

7. Fundación Yangareko agrees to supply the Foundation with such other information as may be necessary or desirable to permit the Foundation to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

8. Termination:

   a) For Cause. If the Foundation determines at any time that Fundación Yangareko has failed to comply with any term of this Agreement, the Foundation may thereupon terminate the Agreement, in whole or in part, by giving written notice to Fundación Yangareko. Such notice shall become effective upon receipt or as indicated in the termination notice.

   b) For Convenience. For its Convenience, the Foundation may terminate this Agreement at any time by giving written notice to Fundación Yangareko. Such notice shall become effective thirty (30) days after its receipt or as is indicated in the termination notice.

   The Foundation shall not be obligated to pay for any expenses incurred by Fundación Yangareko after the effective date of any notice of termination. Upon its effective date, Fundación Yangareko shall stop work and take all reasonable steps to preserve and protect all work products produced to date and comply with instruction from the Foundation as to the disposition thereof. Upon termination, Fundación Yangareko shall promptly submit to the Foundation a final narrative report, a final financial report, and any unexpended project funds.

9 Fundación Yangareko agrees to maintain records of receipts and expenditures and to make its books and records available to the Foundation at reasonable times.

10 A written instrument executed by both the Foundation and Fundación Yangareko may modify this agreement.

11 Fundación Yangareko agrees not to use any portion of the grant

a. To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code of the United States),

b. To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code of the United States);

c. To make any grant which does not comply with the requirements of section 4945(d)(3) or (4) of the Internal Revenue Code of the United States; or

d. To undertake any activity for any purpose other than one specified in section 17(c)(2)(B).

On behalf of

Garfield Foundation
89 N. Water Street
New Bedford, MA 02740

Executive Director, Jennie Curtis

Date: 11/18/09 Jennie Curtis

Fundación Yangareko hereby agrees to the terms and conditions of the grant as recited above.

On behalf of

Fundación Yangareko
Av. Cristóbal de Mendoza No. 246
Edificio La Casona – Oficina No. 142
Santa Cruz – Bolivia

Executive Director, Alejo Zarzycki Orlow

Date: 06/Dic./2009

STATEMENT ATTACHED FOR FORM 990-PF

THE GARFIELD FOUNDATION

EIN # 22-2285358

FISCAL YEAR ENDING: NOVEMBER 30, 2009

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

Line 5c: Statement required by Regulations section 53 4945-5 (d)

(I) **The name and address of the grantee:**

Nouvelle Planete
Project. G3 Amazonian Program Small Projects Fund
Route de Courgenay 28
2900 Porrentruy, Switzerland

(II) **The date and the amount of the grant:**

May 4, 2009 $33,000 00

(III) **The purpose of the grant**

See statement attached

(IV) **The amounts expended by the grantee(based upon the most recent report received from the grantee).**

May 26, 2009 $33,000 00

(V) **Whether the grantee has diverted any portion of the funds (or the income therefrom in the case of an endowment grant) from the purpose of the grant (to the knowledge of the grantor).**

No

(VI) **The dates of any reports received from the grantee.**

None prior to 11/30/2009

(VII) **The date and results of any verification of the grantee's reports undertaken pursuant to and to the extent required under paragraph 1 of this section by the grantor or by others at the direction of the grantor.**

None prior to 11/30/2009

GARFIELD FOUNDATION

Dear Jeremy Narby:

The Garfield Foundation (the "Foundation") has approved a grant to Nouvelle Planète for its Amazonian Program Small Projects Fund. The grant will support community-based projects in the Amazon region of Peru that work to progressively strengthen indigenous organizations and to improve the status and well-being of their communities. While Nouvelle Planète will serve as the fiscal sponsor and supervisor, the projects will be implemented directly in and by indigenous communities.

Nouvelle Planète has been designated the recipient of the U.S. $33,000 award to be utilized for the designated purpose between **May 1, 2009–April 30, 2010.**

Schedule of Reports:

- *Semi-annual* narrative report due by **November 30, 2009** *(covering six months, May 1-October 31, 2009)*
- *Final* narrative & financial reports due by **May 31, 2010** *(covering twelve months, May 1, 2009-April 30, 2010)*

Narrative reports should describe the manner in which grant funds have been spent and the progress made in accomplishing the objectives of the grant, elaborating on the specific activities and deliverables noted in Section 1. Reports should also include reflective evaluation, any challenges met, if there have been changes to the original work plan and, how the project's outcomes are affecting beneficiaries. The final narrative report will additionally reflect on the full project cycle articulating cumulative progress, challenges, impact, and future outlook.

The financial report should detail project expenditures in accordance with the approved budget outlined in the proposal. All income (i.e., private, government and in-kind contributions) generated for the project during the grant period should also be reported.

Because Nouvelle Planète is a registered non-profit, non-governmental organization in Switzerland but is not recognized as a United States charity under Section 501(c)(3) of the United States Internal Revenue Code, the Foundation is required to obtain your agreement to the following terms to assure compliance with the U.S. Internal Revenue Code.

1. Nouvelle Planète was created in 1986, and is operated exclusively for charitable [or educational] purposes. The activities of Nouvelle Planète as relevant to this grant include:

    - *ODECOFROC/Aguaruna Women's Family Nutrition Project, $17,010*
    Maintain trainings and support activities in five communities for traditional subsistence skills for Aguaruna women and youth encouraging them to rely more on locally available resources than distant markets for fruit, vegetables, herbs and staples. Trainings & support activities will focus on agro forestry in secondary schools; ceramic production & quality enhancement; and, household budgeting. The project will also coordinate exchange visits with neighboring indigenous groups to share information on community self-help development activities.

    - *ACODECOSPAT, $15,990*
    Grant funds will specifically support the purchase, distribution, and set-up of seven solar-powered short wave radios, including training community members on how to use them. The radios will link seven additional Kukama communities to the ACODECOSPAT network and to the towns of Nauta

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and Iquitos, improving communication between distant Kukama communities and enhancing their capacity to protect the National Park.

Please refer to the proposal for the details of activities and budget associated with this grant.

2. Nouvelle Planète has no shareholders or members who have a proprietary interest in its income and assets. In the event that Nouvelle Planète were to be liquidated or dissolved, under the laws and customs applicable, or under the governing instruments, all its assets would be distributed to another not-for-profit organization for charitable, religious, scientific, literary or educational purposes. Nouvelle Planète is not controlled by or operated in connection with any other organization.

3. The laws and customs applicable to Nouvelle Planète:

   a) Do not permit it to engage in activities that are not for religious, charitable, scientific, literary or educational purposes or to attempt to influence legislation by propaganda or otherwise.

   b) Do not permit it directly or indirectly to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

   c) Do not permit any of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable organization other than pursuant to the conduct of Nouvelle Planète's charitable activities, or as payment of reasonable compensation for service rendered or a payment representing the fair market value of property which Nouvelle Planète has purchased.

4. The entire grant funds will be used for the charitable purpose of enabling Nouvelle Planète to complete the activities described in detail in the attached proposal. Nouvelle Planète will not use any portion of the grant funds, including any interest earned thereon, for any other purpose without prior written approval by the Foundation.

5. Nouvelle Planète will not use the grant funds for any purpose that would be prohibitive were it an American organization as described in section 501(c)(3) of the Internal Revenue Code.

6 Nouvelle Planète will repay any portion of the amount of the grant that is not used for the project in accordance with the terms of this agreement.

7. Nouvelle Planète agrees to supply the Foundation with such other information as may be necessary or desirable to permit the Foundation to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

8. Termination:

   a) For Cause. If the Foundation determines at any time that Nouvelle Planète has failed to comply with any term of this Agreement, the Foundation may thereupon terminate the Agreement, in whole or in part, by giving written notice to Nouvelle Planète. Such notice shall become effective upon receipt or as indicated in the termination notice.

   b) For Convenience. For its Convenience, the Foundation may terminate this Agreement at any time by giving written notice to Nouvelle Planète. Such notice shall become effective thirty (30) days after its receipt or as is indicated in the termination notice.

   The Foundation shall not be obligated to pay for any expenses incurred by Nouvelle Planète after the effective date of any notice of termination. Upon its effective date, Nouvelle Planète shall stop work and take all reasonable steps to preserve and protect all work products produced to date and comply with instruction from the Foundation as to the disposition thereof. Upon termination, Nouvelle

Planète shall promptly submit to the Foundation a final narrative report, a final financial report, and any unexpended project funds.

9. Nouvelle Planète agrees to maintain records of receipts and expenditures and to make its books and records available to the Foundation at reasonable times.

10. A written instrument executed by both the Foundation and Nouvelle Planète may modify this agreement.

11. Nouvelle Planète agrees not to use any portion of the grant

    a) To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code of the United States);

    b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code of the United States);

    c) To make any grant which does not comply with the requirements of section 4945(d)(3) or (4) of the Internal Revenue Code of the United States; or

    d) To undertake any activity for any purpose other than one specified in section 17(c)(2)(B).

On behalf of the

Garfield Foundation
89 N. Water Street
New Bedford, MA 02740

Executive Director, Jennie Curtis

Date: 5/4/09

Jennie Curtis

Nouvelle Planète hereby agrees to the terms and conditions of the grant as recited above.

On behalf of

Nouvelle Planète
Route de Courgenay 28
CH-2900 Porrentruy
Switzerland

Amazonian Program Director, Jeremy Narby

Date: 21-5-09

Jeremy Narby

STATEMENT ATTACHED FOR FORM 990-PF

THE GARFIELD FOUNDATION

EIN # 22-2285358

FISCAL YEAR ENDING: NOVEMBER 30, 2009

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

Line 5c: Statement required by Regulations section 53 4945-5 (d)

(I) **The name and address of the grantee:**

The Eurpean Environmental Bureau
Project Zero Mercury Campaign
34, Bd. De Waterloo, B-100
Brussels, Belgium

(II) **The date and the amount of the grant:**

November 24, 2009 $40,000 00

(III) **The purpose of the grant**

See statement attached

(IV) **The amounts expended by the grantee(based upon the most recent report received from the grantee).**

November 30, 2009 $40,000.00

(V) **Whether the grantee has diverted any portion of the funds (or the income therefrom in the case of an endowment grant) from the purpose of the grant (to the knowledge of the grantor).**

No

(VI) **The dates of any reports received from the grantee.**

None prior to 11/30/2009

(VII) **The date and results of any verification of the grantee's reports undertaken pursuant to and to the extent required under paragraph 1 of this section by the grantor or by others at the direction of the grantor.**

None pnor to 11/30/2009

3 0 NOV. 2009

GARFIELD FOUNDATION

Dear John Hontelez.

The Garfield Foundation (the "Foundation") has approved a grant to the European Environmental Bureau (EEB) for its *Zero Mercury Campaign*. Grant funds will cover the purchase of a portable mercury monitoring device (a "Lumex") and will support EEB to work in collaboration with NGOs from select European and developing countries to monitor and collect mercury emissions data using the Lumex around mercury-cell chlor-alkali plants (MCCAPs) and other contaminated sites where mercury is indiscriminately used and discarded.

EEB has been designated the recipient of the U.S. $40,000 award to be utilized for the designated purpose between **December 1, 2009-November 30, 2010**

Schedule of Reports:

- Semi-annual narrative report due by **June 30, 2010** *(covering six months, December 1, 2009-May 31, 2010)*
- Final narrative & financial reports due by **December 31, 2010** *(covering twelve months, December 1, 2009-November 30, 2010)*

Narrative reports should describe the manner in which grant funds have been spent and the progress made in accomplishing the objectives of the grant, elaborating on the specific activities and deliverables noted in Section 1. Reports should also include reflective evaluation, any challenges met, if there have been changes to the original work plan and, how the project's outcomes are affecting beneficiaries. The final narrative report will additionally reflect on the full project cycle articulating cumulative progress, challenges, impact, and future outlook.

The financial report will detail project expenditures in accordance with the budget outlined in the proposal All income for the project must be reported including private, government and in-kind contributions.

Because EEB is a registered non-profit, non-governmental organization in Belgium but is not recognized as a United States charity under Section 501(c)(3) of the United States Internal Revenue Code, the Foundation is required to obtain your agreement to the following terms to assure compliance with the U.S. Internal Revenue Code.

1 EEB was created in 1974, and is operated exclusively for charitable [or educational] purposes[1] The activities of EEB as relevant to this grant include:

- Purchase the Lumex and an anemometer;
- Work in collaboration with select NGOs in several countries (up to three European countries - Spain, Italy, France, Germany and/or the Czech Republic; and at least one developing country - India, Brazil, South Africa, or the Philippines) to monitor and collect emissions around MCCAPs or other sources (e.g. dental, artisanal small scale gold mining, contaminated sites, etc.) using the Lumex;
- Disseminate the results via national advocacy campaigns in each country to raise awareness about exposure risks and encourage the phase out of mercury from the chlor-alkali sector;
- Use emissions data collected by the Lumex to inform and encourage the European Union to enact legislation to regulate, and eventually phase out, mercury use in this sector, and to inform upcoming UNEP deliberations toward a globally legally binding mercury treaty.

Please refer to the proposal for the details of activities and budget associated with this grant.

[1] "Charitable or educational" purposes include advocacy activities which take place in a non-partisan manner, where legislators are educated equally.

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2. EEB has no shareholders or members who have a proprietary interest in its income and assets In the event that EEB were to be liquidated or dissolved, under the laws and customs applicable, or under the governing instruments, all its assets would be distributed to another not-for-profit organization for charitable, religious, scientific, literary or educational purposes. EEB is not controlled by or operated in connection with any other organization.

3. The laws and customs applicable to EEB:

   a) Do not permit it to engage in activities that are not for religious, charitable, scientific, literary or educational purposes or to attempt to influence legislation by propaganda or otherwise.

   b) Do not permit it directly or indirectly to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

   c) Do not permit any of its income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable organization other than pursuant to the conduct of EEB's charitable activities, or as payment of reasonable compensation for service rendered or a payment representing the fair market value of property which EEB has purchased.

4. The entire grant funds will be used for the charitable purpose of enabling EEB to complete the activities described in detail in the attached proposal. EEB will not use any portion of the grant funds, including any interest earned thereon, for any other purpose without prior written approval by the Foundation.

5. EEB will not use the grant funds for any purpose that would be prohibitive were it an American organization as described in section 501(c)(3) of the Internal Revenue Code.

6. EEB will repay any portion of the amount of the grant that is not used for the project in accordance with the terms of this agreement.

7. EEB agrees to supply the Foundation with such other information as may be necessary or desirable to permit the Foundation to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

8. Termination:

   a) For Cause. If the Foundation determines at any time that EEB has failed to comply with any term of this Agreement, the Foundation may thereupon terminate the Agreement, in whole or in part, by giving written notice to EEB. Such notice shall become effective upon receipt or as indicated in the termination notice.

   b) For Convenience. For its Convenience, the Foundation may terminate this Agreement at any time by giving written notice to EEB. Such notice shall become effective thirty (30) days after its receipt or as is indicated in the termination notice.

   The Foundation shall not be obligated to pay for any expenses incurred by EEB after the effective date of any notice of termination. Upon its effective date, EEB shall stop work and take all reasonable steps to preserve and protect all work products produced to date and comply with instruction from the Foundation as to the disposition thereof. Upon termination, EEB shall promptly submit to the Foundation a final narrative report, a final financial report, and any unexpended project funds.

9. Since this grant involves specific inventory (the Lumex), should EEB discontinue its involvement in the ZMWG in the next three years, the Lumex will be transferred to either the Mercury Policy Project or the Natural Resources Defense Council. The Foundation will be notified of this inventory transfer in writing.

10. EEB agrees to maintain records of receipts and expenditures and to make its books and records available to the Foundation at reasonable times.

11 A written instrument executed by both the Foundation and EEB may modify this agreement.

12. EEB agrees not to use any portion of the grant

a) To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code of the United States);

b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code of the United States);

c) To make any grant which does not comply with the requirements of section 4945(d)(3) or (4) of the Internal Revenue Code of the United States; or

d) To undertake any activity for any purpose other than one specified in section 17(c)(2)(B).

On behalf of the

Garfield Foundation
89 N. Water Street
New Bedford, MA 02740

Executive Director, Jennie Curtis

Date: 11/24/09 Jennie Curtis

The European Environmental Bureau hereby agrees to the terms and conditions of the grant as recited above.

On behalf of

European Environmental Bureau
34, Boulevard de Waterloo
B-1000 Brussels
Belgium

John Hontelez, Secretary General

Date: 11\30\09

Baldwin Brothers Inc.
Realized Gains and Losses
Garfield Foundation
674-931780
22-2285358
December 1, 2008 - November 30, 2009

STATEMENT A

Open Date	Close Date	Quantity	Security	Cost Basis	Proceeds	Short Term	Long Term
06/30/99	12/15/08	101	GNMA Assn Mtg Pl 7 000% Due 06-15-29	98 78	100 56		1 78
06/30/99	01/15/09	101	GNMA Assn Mtg Pl 7 000% Due 06-15-29	99 39	101 18		1 79
09/13/05	02/10/09	100	3M Company	7,460 79	5,299 19		(2,161 60)
09/13/05	02/10/09	100	3M Company	7,460 79	5,313 30		(2,147 49)
09/13/05	02/10/09	100	3M Company	7,460 79	5,313 33		(2,147 46)
09/13/05	02/10/09	300	3M Company	22,382 37	15,939 81		(6,442 56)
09/13/05	02/10/09	300	3M Company	22,382 37	15,957 51		(6,424 86)
09/13/05	02/10/09	500	3M Company	37,303 95	26,566 45		(10,737 50)
09/13/05	02/10/09	600	3M Company	44,764 74	31,881 42		(12,883 32)
04/27/99	02/10/09	5000	3M Company	202,437 86	265,678 51		63,240 65
01/01/60	02/13/09	250000	Fed Home Loan Bks Bond 3 50000% 02/13/2009 3 500% Due 02-13-09	250,543 25	250,000 00		(543 25)
06/30/99	02/15/09	9401	GNMA Assn Mtg Pl 7 000% Due 06-15-29	9,234 37	9,400 77		166 40
06/30/99	03/15/09	79	GNMA Assn Mtg Pl 7 000% Due 06-15-29	77 46	78 86		1 40
06/30/99	04/15/09	79	GNMA Assn Mtg Pl 7 000% Due 06-15-29	77 95	79 35		1 40
06/30/99	05/15/09	80	GNMA Assn Mtg Pl 7 000% Due 06-15-29	78 44	79 85		1 41
06/30/99	06/15/09	126	GNMA Assn Mtg Pl 7 000% Due 06-15-29	124 02	126 25		2 23
05/07/09	06/22/09	15000	ı Shr Russell 1000 Index	764,611 50	740,910 43	(23,701 07)	
05/21/97	06/30/09	2400	Carrefour SA FRF Par Ordinary	131,525 00	102,240 00		(29,285 00)
05/20/97	06/30/09	6600	Coca-Cola Femsa ADR	87,395 00	263,343 12		175,948 12
06/13/97	07/10/09	26346	Oracle Sys Corp	156,167 75	537,154 75		380,987 00
06/13/97	07/13/09	3654	Oracle Sys Corp	21,659 34	75,402 83		53,743 49
06/30/99	07/15/09	14323	GNMA Assn Mtg Pl 7 000% Due 06-15-29	14,069 17	14,322 69		253 52
11/12/03	07/30/09	5000	Jacobs Engr Group	109,669 00	199,178 87		89,509 87
06/30/99	08/15/09	56	GNMA Assn Mtg Pl 7 000% Due 06-15-29	54 72	55 71		0 99
11/22/06	08/17/09	2500	First Solar, Inc	65,134 50	335,497 37		270,362 87
07/18/08	08/31/09	300000	US Treasury Notes 4 00000% 08/31/2009 4 000% Due 08-31-09	305,132 81	300,000 00		(5,132 81)
05/20/97	09/01/09	0	CareFusion Corp	6 49	9 34		2 85
05/20/97	09/11/09	2137	CareFusion Corp	27,744 25	41,610 58		13,866 33
07/18/01	09/11/09	5000	Sysco Corp	145,800 00	129,496 66		(16,303 34)
06/30/99	09/15/09	58	GNMA Assn Mtg Pl 7 000% Due 06-15-29	57 03	56 06		(0 97)
03/21/07	09/15/09	25000	Bellsouth Corp 4 200% Due 09-15-09	24,543 75	25,000 00		456 25
09/17/03	09/18/09	125000	American Gen Fin Medtm Srnt BE 5 375% Due 10-01-12	128,918 75	96,187 50		(32,731 25)
06/30/99	09/18/09	23589	GNMA Assn Mtg Pl	23,171 94	24,061 53		889 59

Baldwin Brothers Inc.
Realized Gains and Losses
Garfield Foundation
674-931780
22-2285358
December 1, 2008 - November 30, 2009

STATEMENT A

Open Date	Close Date	Quantity	Security	Cost Basis	Proceeds	Short Term	Long Term
			7 000% Due 06-15-29				
11/08/06	09/21/09	750000	Washington Mut Inc	726,717 50	648,750 00		(77,967 50)
			5 250% Due 09-15-17				
09/19/07	09/25/09	5000	Adobe Systems Inc	220,250 00	160,748 86		(59,501 14)
06/28/07	09/25/09	5000	Adobe Systems Inc	203,386 50	160,748 86		(42,637 64)
08/30/04	10/21/09	500000	Federal Home Loan Bank	500,620 00	542,250 00		41,630 00
			4 500% Due 09-16-13				
05/15/07	10/21/09	250000	Citigroup Inc	244,202 50	240,750 00		(3,452 50)
			5 000% Due 09-15-14				
01/01/60	10/21/09	250000	FHLB	248,117 50	258,250 00		10,132 50
			4 250% Due 11-15-10				
09/25/07	10/30/09	6000	Capital Source, Inc	108,888 00	19,621 88		(89,266 12)
12/11/08	11/23/09	500000	Wells Fargo Capital XVNotes	483,125 00	530,000 00	46,875 00	
			9 750% Due 12-29-49				
05/20/97	11/30/09	2100	Cardinal Health Inc	35,550 30	67,286 46		31,736 16
05/20/97	11/30/09	300	Cardinal Health Inc	5,078 61	9,612 05		4,533 44
05/20/97	11/30/09	300	Cardinal Health Inc	5,078 61	9,612 05		4,533 44
05/20/97	11/30/09	400	Cardinal Health Inc	6,771 49	12,825 07		6,053 58
05/20/97	11/30/09	100	Cardinal Health Inc	1,692 87	3,205 01		1,512 14
05/20/97	11/30/09	100	Cardinal Health Inc	1,692 87	3,210 01		1,517 14
05/20/97	11/30/09	100	Cardinal Health Inc	1,692 87	3,210 01		1,517 14
05/20/97	11/30/09	100	Cardinal Health Inc	1,692 87	3,205 01		1,512 14
05/20/97	11/30/09	100	Cardinal Health Inc	1,692 87	3,205 01		1,512 14
05/20/97	11/30/09	100	Cardinal Health Inc	1,692 87	3,205 01		1,512 14
05/20/97	11/30/09	100	Cardinal Health Inc	1,692 87	3,204 13		1,511 26
05/20/97	11/30/09	100	Cardinal Health Inc	1,692 87	3,205 01		1,512 14
05/20/97	11/30/09	100	Cardinal Health Inc	1,692 87	3,205 01		1,512 14
05/20/97	11/30/09	75	Cardinal Health Inc	1,269 65	2,403 01		1,133 36
05/20/97	11/30/09	100	Cardinal Health Inc	1,692 87	3,189 97		1,497 10
05/20/97	11/30/09	100	Cardinal Health Inc	1,692 87	3,204 07		1,511 20
				5,425,325.55	**6,214,550.27**	**23,173.93**	**766,050.79**
			Total Long	**4,177,589.05**	**4,943,639.84**		**766,050.79**
			Total Short	**1,247,736.50**	**1,270,910.43**	**23,173.93**	
				0.00	**-**	**(0.00)**	**0.00**
Section 1256 Gains							
03/13/09	06/17/09	5113	S & P 500 Depository Receipt	388,129 88	467,990 05	79,860 17	-
03/13/09	06/24/09	5112	S & P 500 Depository Receipt	388,053 96	461,366 07	73,312 11	-
				776,183.84	**929,356.12**	**153,172.28**	**-**

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 shs. MLC Co.	(b) How acquired P - Purchase D - Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a	FIDELITY INVESTMENT - STATEMENT ATTACHED A	P	VARIOUS	VARIOUS
b	FIDELITY INVESTMENT - STATEMENT ATTACHED A	P	VARIOUS	VARIOUS
c	CAPITAL GAINS DISTRIBUTIONS THRU FIDELITY INVESTM	P	VARIOUS	12/31/08
d	UNITED HEALTH LITIGATION SETTLEMENT	P	VARIOUS	04/10/09
e	TYCO INTERNATIONAL LTD SECURITIES LITIGATION SETT	P	VARIOUS	03/18/09
f	SECTION 1256 GAIN THRU FIDELITY INVESTMENTS	P	VARIOUS	VARIOUS
g	MATTHEWS INDIA FUND	P	03/31/09	10/28/09
h	LOSSES ON SALE THRU PARTNERSHIPS	P	VARIOUS	VARIOUS
i	GAINS ON SALE THRU PARTNERSHIPS	P	VARIOUS	VARIOUS
j	SECTION 1231 LOSSES THRU PARTNERSHIPS	P	VARIOUS	VARIOUS
k	SECTION 1256 GAINS THRU PARTNERSHIPS	P	VARIOUS	VARIOUS
l				
m				
n				
o				

	(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	1,270,910.		1,247,737.	23,173.
b	4,943,640.		4,177,589.	766,051.
c	107,404.			107,404.
d	33,317.			33,317.
e	6,980.			6,980.
f	153,172.			153,172.
g	193,174.		193,597.	<423.>
h			439,765.	<439,765.>
i	172,885.			172,885.
j			3.	<3.>
k	33,070.			33,070.
l				
m				
n				
o				

	Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69			(l) Losses (from col. (h)) Gains (excess of col. (h) gain over col. (k), but not less than "-0-")
	(i) F.M.V. as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any	
a				23,173.
b				766,051.
c				107,404.
d				33,317.
e				6,980.
f				153,172.
g				<423.>
h				<439,765.>
i				172,885.
j				<3.>
k				33,070.
l				
m				
n				
o				

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	855,861.
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). If (loss), enter "-0-" in Part I, line 8	3	N/A

2008 DEPRECIATION AND AMORTIZATION REPORT

FORM 990-PF PAGE 1

990-PF

Asset No	Description	Date Acquired	Method	Life	Line No	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
1	LEASEHOLD IMPROVEMENTS	031201	SL	27.50	17	6,323.			6,323.	1,773.		230.
2	FURNITURE & FIXTURES	030801	200DB	7.00	17	1,470.			1,470.	1,470.		0.
3	VIEWSONIC17".26 SVGA COLOR MONITOR	071601	200DB	5.00	17	394.			394.	394.		0.
4	PENTIUM III 800MHZ COMPUTER	012201	200DB	5.00	17	2,185.			2,185.	2,185.		0.
5	HP DESKJET 1250CSE COLOR PRINTER	012201	200DB	5.00	17	675.			675.	675.		0.
6	PROGRAM EQUIPMENT	100202	200DB	5.00	17	1,872.			1,872.	1,872.		0.
7	SOFTWARE	071502	200DB	3.00	17	6,280.			6,280.	6,280.		0.
8	SOFTWARE	102902	200DB	3.00	17	4,606.			4,606.	4,606.		0.
9	FURNITURE & FIXTURES	033103	200DB	7.00	17	1,729.			1,729.	1,497.		155.
10	FURNITURE & FIXTURES	082903	200DB	7.00	17	1,446.			1,446.	1,253.		129.
11	PROGRAM EQUIPMENT	121302	200DB	5.00	17	895.			895.	895.		0.
12	PROGRAM EQUIPMENT	051804	200DB	5.00	17	1,910.			1,910.	1,829.		81.
13	PROGRAM EQUIPMENT	111704	200DB	5.00	17	3,512.			3,512.	3,176.		336.
14	PROGRAM EQUIPMENT - LCD PROJECTOR	042407	200DB	5.00	17	1,126.			1,126.	552.		230.
15	FURNITURE & FIXTURES	093008	200DB	7.00	17	1,188.			1,188.	42.		327.
	* TOTAL 990-PF PG 1 DEPR					35,611.		0.	35,611.	28,499.	0.	1,488.

(D) - Asset disposed

* ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

FORM 990-PF INTEREST ON SAVINGS AND TEMPORARY CASH INVESTMENTS STATEMENT 1

SOURCE	AMOUNT
ROOT CAPITAL - ECOLOGICS ENTERPRISE	2,500.
RUDOLF STEINER FOUNDATION INC	2,112.
TOTAL TO FORM 990-PF, PART I, LINE 3, COLUMN A	4,612.

FORM 990-PF DIVIDENDS AND INTEREST FROM SECURITIES STATEMENT 2

SOURCE	GROSS AMOUNT	CAPITAL GAINS DIVIDENDS	COLUMN (A) AMOUNT
FIDELITY INVESTMENTS	888,987.	0.	888,987.
FIDELITY INVESTMENTS - US INTEREST	59,625.	0.	59,625.
INTEREST & DIVIDENDS THRU PARTNERSHIPS	234,231.	0.	234,231.
LESS ACCRUED INTEREST PAID	<66,682.>	0.	<66,682.>
PINNACOL ASSURANCES	391.	0.	391.
TOTAL TO FM 990-PF, PART I, LN 4	1,116,552.	0.	1,116,552.

FORM 990-PF RENTAL INCOME STATEMENT 3

KIND AND LOCATION OF PROPERTY	ACTIVITY NUMBER	GROSS RENTAL INCOME
UNRELATED INCOME/(LOSS) FROM ROSE SMART GROWTH INVESTMWENT FUND	5	<85,456.>
UNRELATED INCOME/(LOSS) FROM ROSE SMART GROWTH INVESTMWENT FUND	6	61,475.
TOTAL TO FORM 990-PF, PART I, LINE 5A		<23,981.>

FORM 990-PF GAIN OR (LOSS) FROM SALE OF ASSETS STATEMENT 4

(A) DESCRIPTION OF PROPERTY				MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
FIDELITY INVESTMENT - STATEMENT ATTACHED A				PURCHASED	VARIOUS	VARIOUS

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
1,270,910.	1,247,737.	0.	0.	23,173.

(A) DESCRIPTION OF PROPERTY				MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
FIDELITY INVESTMENT - STATEMENT ATTACHED A				PURCHASED	VARIOUS	VARIOUS

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
4,943,640.	4,177,589.	0.	0.	766,051.

(A) DESCRIPTION OF PROPERTY				MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
CAPITAL GAINS DISTRIBUTIONS THRU FIDELITY INVESTMENTS				PURCHASED	VARIOUS	12/31/08

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
107,404.	0.	0.	0.	107,404.

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
UNITED HEALTH LITIGATION SETTLEMENT	PURCHASED	VARIOUS	04/10/09

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
33,317.	0.	0.	0.	33,317.

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
TYCO INTERNATIONAL LTD SECURITIES LITIGATION SETTLEMENT	PURCHASED	VARIOUS	03/18/09

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
6,980.	0.	0.	0.	6,980.

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
SECTION 1256 GAIN THRU FIDELITY INVESTMENTS	PURCHASED	VARIOUS	VARIOUS

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
153,172.	0.	0.	0.	153,172.

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
MATTHEWS INDIA FUND	PURCHASED	03/31/09	10/28/09

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
193,174.	193,597.	0.	0.	<423.>

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
LOSSES ON SALE THRU PARTNERSHIPS	PURCHASED	VARIOUS	VARIOUS

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
0.	439,765.	0.	0.	<439,765.>

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
GAINS ON SALE THRU PARTNERSHIPS	PURCHASED	VARIOUS	VARIOUS

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
172,885.	0.	0.	0.	172,885.

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
SECTION 1231 LOSSES THRU PARTNERSHIPS	PURCHASED	VARIOUS	VARIOUS

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
0.	3.	0.	0.	<3.>

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
SECTION 1256 GAINS THRU PARTNERSHIPS	PURCHASED	VARIOUS	VARIOUS

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
33,070.	0.	0.	0.	33,070.

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
SHORT TERM LOSSES THRU PARTNERSHIPS	PURCHASED	VARIOUS	VARIOUS

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
0.	57,359.	0.	0.	<57,359.>

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
LONG TERM LOSSES THRU PARTNERSHIPS	PURCHASED	VARIOUS	VARIOUS

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
0.	43,952.	0.	0.	<43,952.>

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
SECTION 1256 GAINS THRU PARTNERSHIPS	PURCHASED	VARIOUS	VARIOUS

(B) GROSS SALES PRICE	(C) COST OR OTHER BASIS	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
1,286.	0.	0.	0.	1,286.

NET GAIN OR LOSS FROM SALE OF ASSETS	755,836.
CAPITAL GAINS DIVIDENDS FROM PART IV	0.
TOTAL TO FORM 990-PF, PART I, LINE 6A	755,836.

FORM 990-PF OTHER INCOME STATEMENT 5

DESCRIPTION	(A) REVENUE PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME
UNRELATED INCOME THRU PARTNERSHIPS	1,682.	0.	
OTHER INCOME THRU PARTNERSHIPS	<27,697.>	<27,697.>	
SECTION 988 GAIN/(LOSS) THRU PARTNERSHIPS	14,702.	14,702.	
UNRELATED INCOME SEC 988 GAIN/(LOSS) THRU PARTNERSHIPS	132.	0.	
REIMBURSED EXPENSES	1,371.	0.	
TOTAL TO FORM 990-PF, PART I, LINE 11	<9,810.>	<12,995.>	

FORM 990-PF LEGAL FEES STATEMENT 6

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
LEGAL FEES	2,455.	0.		2,455.
TO FM 990-PF, PG 1, LN 16A	2,455.	0.		2,455.

FORM 990-PF ACCOUNTING FEES STATEMENT 7

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
ACCOUNTING FEES	40,480.	30,360.		13,493.
TO FORM 990-PF, PG 1, LN 16B	40,480.	30,360.		13,493.

FORM 990-PF TAXES STATEMENT 8

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
FOREIGN TAXES WITHHELD	5,564.	5,564.		0.
FOREIGN TAXES W/H REPORTED ON FORM 990-T	242.	0.		0.
EXCISE TAX	39,016.	0.		0.
TO FORM 990-PF, PG 1, LN 18	44,822.	5,564.		0.

FORM 990-PF OTHER EXPENSES STATEMENT 9

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
INVESTMENT MANAGEMENT FEES	196,242.	196,242.		0.
TELEPHONE	7,812.	0.		7,812.
OFFICE EXPENSES	10,256.	0.		10,256.
RE-AMP PROJECT	279,417.	0.		279,417.
NON-DEDUCTIBLE EXPENSES	3,475.	0.		0.
FILING FEE	449.	0.		449.
DUES & FEES	15,629.	0.		15,629.
PORTFOLIO DEDUCTIONS THRU PARTNERSHIPS	196,677.	196,677.		0.
INVESTMENT INTEREST EXPENSES THRU PARTNERSHIPS	84,738.	84,738.		0.
PORTFOLIO DEDUCTIONS THRU PARTNERSHIPS REPORTED ON FORM 990-T	6,071.	0.		0.
INVESTMENT INTEREST EXPENSES THRU PARTNERSHIPS REPORTED ON FORM 990-T	3,372.	0.		0.
CONSULTING FEES	259,454.	0.		0.
BOOKKEEPING	10,800.	0.		10,800.
INSURANCE	7,103.	0.		7,103.
BANK CHARGES	1,633.	0.		1,633.
TO FORM 990-PF, PG 1, LN 23	1,083,128.	477,657.		333,099.

FOOTNOTES STATEMENT 10

SUPPLEMENTARY STATEMENTS

PART: XV LINE: 2 SUPPLEMENTARY INFORMATION

THE ORGANIZATION'S PRIMARY ACTIVITY IS TO SUPPORT BY CONTRIBUTIONS, OTHER ORGANIZATIONS QUALIFYING FOR EXEMPTION UNDER 501 (C) (3) OF THE INTERNAL REVENUE CODE. THE TRUSTEES CHOOSE THESE ORGANIZATIONS BASED UPON THEIR KNOWLELGE OF THE ORGANIZATIONS' ACTIVITIES. NO CONTRIBUTIONS, GRANTS, GIFTS, LOANS ETC. ARE MADE TO INDIVIDUALS.

SUPPLEMENTARY STATEMENTS

PART: IX-A LINE: 2 SUPPLEMENTARY INFORMATION

RE-AMP IS AN ENGAGED LEARNING COMMUNITY OF FOUNDATIONS & NON-GOVERNMENTAL/NON PROFIT ORGANIZATIONS INITIATED THREE YEARS AGO BY THE GARFIELD FOUNDATION TO STRATEGIZE IN A COLLABORATIVE MANNER THROUGH A SERIES OF MEETINGS AND ON-GOING INFORMATION ANALYSIS.

RE-AMP(RENEWABLE ENERGY ALIGNMENT MAPPING PROJECT) HAS LAID THE GROUNDWORK FOR A THREE-PRONGED, MULTI-STAKEHOLDER STRATEGY THAT AIMS TO CREATE A CLEAN, EFFICIENT, SECURE ENERGY SYSTEM FOR THE 21ST CENTURY IN THE UPPER MIDWEST STATES OF ILLINOIS, MINNESOTA, WISCONSIN,IOWA, NORTH DAKOTA & SOUTH DAKOTA.

THIS SYSTEM WILL PRODUCE 80% LESS GLOBAL WARMING POLLUTION WHILE REVITALIZING THE REGION'S ECONOMY OVER THE NEXT TWO DECADES.

RE-AMP ENABLES NON-PROFIT 501(C)3 ORGANIZATIONS TO DESIGN PROGRAMS THAT ARE HIGHLY COORDINATED AND FUNDERS TO POOL RESOURCES FOR THE MOST EFFECTIVE GRANT MAKING ON THE ISSUE.

Portfolio Evaluation for

STATEMENT B

Garfield Foundation
November 30, 2009 674-931780

Quantity	Security Description	Purchase Date	Original Cost	Current Value	Gain/ (-Loss)	Annual Income
Cash and Equivalents						
	Fidelity Fund		66,165 84	66,165 84		26 47
Government Obligations						
250,000	United States Treasury Nts 5% 8/15/2011 5% Due 8/15/2011	08/30/04	266,718 75	269,365 00	2,646 25	12,500 00
250,000	United States Treasury Nts 4% 11/15/2012 4% Due 11/15/2012	08/30/04	248,613 25	271,505 00	22,891 75	10,000 00
300,000	US Treasury Note dtd 2/15/2006 4 5% Due 2/15/2016	05/05/08	317,871 09	336,351 00	18,479 91	13,500 00
300,000	US Treasury Note dtd 5/15/2008 3 875% Due 5/15/2018	06/19/08	291,796 88	319,125 00	27,328 12	11,625.00
Government Obligations TOTAL			**1,124,999.97**	**1,196,346.00**	**71,346.03**	**47,625.00**
Corporate Bonds						
250,000	General Electric Corp 4 25% Due 9/13/2010	03/26/08	256,312 50	257,455 00	1,142 50	10,625 00
300,000	General Electric Cap Corp 5% Due 11/15/2011	11/02/07	303,381 00	319,074 00	15,693 00	15,000 00
300,000	Bottling Group LLC 4 625% Due 11/15/2012	09/27/07	294,786 00	326,031 00	31,245 00	13,875.00
250,000	HSBC Bank USA 4 625% Due 4/1/2014	03/31/06	233,980 00	259,850 00	25,870 00	11,562 50
500,000	Goldman Sachs Group Notes 5 5% Due 11/15/2014	12/31/08	471,965 00	542,780 00	70,815 00	27,500 00
250,000	Credit Suisse First Boston USA Inc 4 875% Due 1/15/2015	05/15/06	231,982 50	266,872 50	34,890 00	12,187 50
300,000	JP Morgan Chase & Co 5 15% Due 10/1/2015	01/01/60	301,404 00	316,398 00	14,994 00	15,450 00
250,000	Goldman Sachs Grp Inc 5 35% Due 1/15/2016	04/27/06	240,915 25	266,310 00	25,394 75	13,375 00
300,000	Verizon Communications inc 5 5% Due 4/1/2017	02/05/08	308,001 00	321,024 00	13,023 00	16,500 00
500,000	Estee Lauder 5 55% Due 5/15/2017	12/16/08	458,047 00	531,300 00	73,253 00	27,750 00
500,000	British Telecom PLC Notes 5 95% Due 1/15/2018	01/14/09	444,325 00	516,154 00	71,829 00	29,750 00
1,000,000	Target Corp 6% Due 1/15/2018	11/06/08	862,430 00	1,137,590 00	275,160 00	60,000 00
1,000,000	Verizon Communications 5 5% Due 2/15/2018	12/05/08	893,000 00	1,062,860 00	169,860 00	55,000 00
500,000	Philips Electronics Notes 5 75% Due 3/11/2018	12/22/08	472,900 00	548,125 00	75,225 00	28,750 00
250,000	Quebec Prov Canada DEB 7 5% Due 7/15/2023	07/13/93	256,775 00	318,310 00	61,535 00	18,750 00

Portfolio Evaluation for

STATEMENT B

Garfield Foundation
November 30, 2009 674-931780

Quantity	Security Description	Purchase Date	Original Cost	Current Value	Gain/ (-Loss)	Annual Income
500,000	New York Tel Co DEB 7% Due 12/1/2033	08/11/94	453,800 00	512,495 00	58,695 00	35,000 00
250,000	New York Tel Co DEB 7% Due 12/1/2033	08/11/94	217,150 00	256,247 50	39,097 50	17,500 00
750,000	**New York Tel Co DEB TOTAL**		**670,950.00**	**768,742.50**	**97,792.50**	**52,500.00**
500,000	Wells Fargo Capital XVNotes 9 75% Due 12/29/2049	12/11/08	483,125 00	530,000 00	46,875 00	48,750 00
Corporate Bonds TOTAL			**7,184,279.25**	**8,288,876.00**	**1,104,596.75**	**457,325.00**
Foreign Bonds						
250,000	National Australia Bank AUD 4 76% Due 1/27/2012	09/17/09	217,003 12	222,951 40	5,948 28	11,900 00
250,000	New South Wales Treasury Bond AUD 5 5% Due 8/1/2014	09/17/09	220,848 75	228,847 40	7,998 65	13,750 00
Foreign Bonds TOTAL			**437,851.87**	**451,798.80**	**13,946.93**	**25,650.00**
Community Investments						
200,000	Rudolf Steiner Foundation 1% Due 12/31/2015	10/13/06	223,813 13	207,892 00	7,892 00	2,000 00
250,000	Rudolf Steiner Foundation 1% Due 12/31/2015	11/24/03	273,813 13	286,063 00	36,063 00	2,500 00
125,000	Root Capital 1% Due 5/18/2020	11/18/03	125,000 00	125,000 00	-	1,250 00
25,000	Root Capital 1% Due 5/18/2020	11/18/03	25,000 00	25,000 00	-	250 00
100,000	Root Capital 1% Due 5/18/2020	11/18/03	100,000 00	100,000 00	-	1,000 00
250,000	**Root Capital**		**250,000.00**	**250,000.00**	-	**2,500.00**
Community Investments TOTAL			**747,626.26**	**743,955.00**	**43,955.00**	**7,000.00**
Common Stock						
Consumer Discretion						
13,450	Staples	07/06/98	162,421 95	313,654 00	151,232 05	4,842 00
Consumer Staples						
10,000	CVS Caremark Corporation	12/10/01	136,950 00	310,100 00	173,150 00	3,500 00
6,000	Procter & Gamble Co	06/13/97	209,749 16	374,100 00	164,350 84	11,563 20
			346,699.16	**684,200.00**	**337,500.84**	**15,063.20**
Alternative Energy						
5,000	Solar Millenium Ag	09/30/09	170,034 50	215,443 80	45,409 30	-

Portfolio Evaluation for

STATEMENT B

Garfield Foundation
November 30, 2009 674-931780

Quantity	Security Description	Purchase Date	Original Cost	Current Value	Gain/ (-Loss)	Annual Income
Financials						
15,000	Annaly Capital Management	02/11/08	311,619 00	276,150 00	(35,469 00)	40,800 00
24,000	Capital Source, Inc	05/11/09	100,567 20	88,080 00	(12,487 20)	960 00
16,500	Capital Source, Inc	07/20/09	72,270 00	60,555 00	(11,715 00)	660 00
3,500	Capital Source, Inc	07/20/09	15,260 00	12,845 00	(2,415 00)	140 00
44,000	**Capital Source, Inc.**		**188,097.20**	**161,480.00**	**(26,617.20)**	**1,760.00**
10,000	Portfolio Recovery Associates Inc	05/11/09	363,551 00	450,300 00	86,749 00	-
50,000	Synovus Financial	08/31/09	185,035 00	97,500 00	(87,535 00)	7,000 00
			1,727,457.81	**2,198,727.80**	**471,269.99**	**69,465.20**

Portfolio Evaluation for

STATEMENT B

Garfield Foundation
November 30, 2009   674-931780

Quantity	Security Description	Purchase Date	Original Cost	Current Value	Gain/ (-Loss)	Annual Income
Health Care						
7,000	Amgen	03/31/00	388,809 00	394,450 00	5,641 00	-
4,900	Gilead Sciences	04/24/08	249,484 48	225,939 00	(23,545 48)	-
10,000	Hologic Inc	05/02/08	239,282 00	144,700 00	(94,582 00)	-
5,000	IShares Tr NASDAQ Biotechnology	09/25/09	404,371 00	392,050 00	(12,321 00)	-
6,300	Johnson & Johnson	07/11/97	216,444 83	395,892 00	179,447 17	13,608.00
3,000	Johnson & Johnson	03/27/01	122,839 95	188,520 00	65,680 05	6,480 00
9,300	**Johnson & Johnson**		**339,284.78**	**584,412.00**	**245,127.22**	**20,088.00**
			1,621,231.26	**1,741,551.00**	**120,319.74**	**20,088.00**
Industrials						
12,000	ABB Ltd	04/29/08	363,310 80	220,320 00	(142,990 80)	-
8,100	Burlington Northn Inc	03/31/97	227,093 00	796,230 00	569,137 00	12,960 00
7,000	General Electric Company	06/13/97	154,765 66	112,140 00	(42,625 66)	2,800 00
			745,169.46	**1,128,690.00**	**383,520.54**	**15,760.00**
Information tech						
10,275	Cisco Systems Inc	01/14/02	147,392 92	240,435 00	93,042 08	-
3,475	Cisco Systems Inc	08/21/07	104,597 50	81,315 00	(23,282 50)	-
2,025	Cisco Systems Inc	09/20/07	65,346 75	47,385 00	(17,961 75)	-
2,500	Cisco Systems Inc	09/20/07	80,650 00	58,500 00	(22,150 00)	-
4,800	Cisco Systems Inc	10/24/07	149,184 00	112,320 00	(36,864 00)	-
200	Cisco Systems Inc	10/24/07	6,215 00	4,680 00	(1,535 00)	-
23,275	**Cisco Systems Inc**		**553,386.17**	**544,635.00**	**(8,751.17)**	-
1,000	Google Inc A	10/09/09	520,328 90	583,000 00	62,671 10	-
13,512	Hewlett-Packard Co	03/31/97	288,582 69	662,898 72	374,316 03	4,323 84
2,312	Hewlett-Packard Co	08/21/07	106,375 12	113,426 72	7,051 60	739 84
15,824	**Hewlett-Packard Co**		**394,957.81**	**776,325.44**	**381,367.63**	**5,063.68**
4,000	Int'l Business Machines	03/31/97	147,911 00	505,400 00	357,489 00	10,400 00
9,500	McAfee Inc	09/28/09	412,929 85	362,425 00	(50,504 85)	-
2,500	McAfee Inc	10/30/09	102,348 00	95,375 00	(6,973 00)	-
12,000	**McAfee Inc**		**515,277.85**	**457,800.00**	**(57,477.85)**	-
15,000	Microsoft Corp Wash	09/28/09	390,447 00	441,150 00	50,703 00	7,800 00
10,000	Microsoft Corp Wash	11/05/09	287,415 00	294,100 00	6,685 00	5,200 00
25,000	**Microsoft Corp Wash**		**677,862.00**	**735,250.00**	**57,388.00**	**13,000.00**
			3,554,893.19	**4,731,100.44**	**1,176,207.25**	**44,223.68**
Materials						
5,000	SPRD@ Gold Trust	01/29/09	441,639 50	578,200 00	136,560 50	250 00

Portfolio Evaluation for

STATEMENT B

Garfield Foundation
November 30, 2009 674-931780

Quantity	Security Description	Purchase Date	Original Cost	Current Value	Gain/ (-Loss)	Annual Income
15,000	Silver Trust iShares	07/25/08	258,114 00	272,250 00	14,136 00	-
15,000	Silver Trust iShares	02/04/09	186,592 50	272,250 00	85,657 50	-
30,000	Silver Trust iShares		**444,706.50**	**544,500.00**	**99,793.50**	-
			886,346.00	**1,122,700.00**	**236,354.00**	**250.00**

Portfolio Evaluation for

STATEMENT B

Garfield Foundation
November 30, 2009 674-931780

Quantity	Security Description	Purchase Date	Original Cost	Current Value	Gain/ (-Loss)	Annual Income
Telecommunication						
5,823	Comcast Corp New Cl A	06/24/02	77,290 51	85,365 18	8,074 67	2,201 09
24,500	Nokia Corp Sponsored ADR	07/17/09	317,208 85	324,870 00	7,661 15	8,599 57
5,500	Nokia Corp Sponsored ADR	07/20/09	72,688 55	72,930 00	241 45	1,930 52
30,000	**Nokia Corp Sponsored ADR**		**389,897.40**	**397,800.00**	**7,902.60**	**10,530.09**
4,900	Verizon Communications	02/26/04	177,313 55	154,154 00	(23,159 55)	9,310 00
			644,501.46	**637,319.18**	**(7,182.28)**	**22,041.18**
Utilities						
8,000	Duke Energy Corp (New)	03/21/07	163,040 00	133,440 00	(29,600 00)	7,840 00
ETF						
2,500	Brazil iShares MSCI	05/12/09	127,875 00	191,175 00	63,300 00	6,457 84
500	Brazil iShares MSCI	05/12/09	25,574 40	38,235 00	12,660 60	1,291 57
7,000	Brazil iShares MSCI	05/28/09	376,627 30	535,290 00	158,662 70	18,081 94
10,000	**Brazil iShares MSCI**		**530,076.70**	**764,700.00**	**234,623.30**	**25,831.35**
5,000	iShares iBoxx $ InvesTop	02/17/09	495,197 50	536,250 00	41,052 50	28,625 29
			1,188,314.20	**1,434,390.00**	**246,075.80**	**62,296.64**
Common Stock TOTAL			**9,622,743.92**	**11,865,788.42**	**2,243,044.50**	**218,364.70**
Publicly-Traded Partnerships						
6,000	Alliance Bernstein Holding LP	08/14/02	147,249 60	151,800 00	4,355 92	11,040 00
3,100	Alliance Bernstein Holding LP	09/11/09	76,078 96	78,430 00	(464 69)	5,704 00
900	Alliance Bernstein Holding LP	09/11/09	22,087 44	22,770 00	(126 00)	1,656 00
10,000	**Alliance Bernstein Holding LP**		**245,416.00**	**253,000.00**	**3,765.23**	**18,400.00**
Commodities						
15,000	Powershares DB Mult Sec Tr Power	06/02/09	427,453 50	397,350 00	(30,103 50)	-
Publicly-Traded Partnerships TOTAL			**672,869.50**	**253,000.00**	**3,765.23**	**18,400.00**
Mutual Funds						
16048 86	Harding Loevner Emerging Mkt	03/08/05	431,001 11	669,237 46	238,236 35	2,026 97
61368 074	Matthews Asian Growth Income Fund	01/13/03	731,438 40	959,183 00	227,744 59	25,122 86
29744 849	Vanguard Precious Metals & Mining	02/02/06	739,641 66	618,097 96	(121,543 70)	5,978 71
Mutual Funds TOTAL			**1,902,081.17**	**2,246,518.42**	**344,437.24**	**33,128.54**
Mutual Bond Funds						
87422 135	Franklin Inv Sec Total Return FD ADV	04/28/99	865,403 60	849,743 15	(15,660 45)	37,548 51

Portfolio Evaluation for

STATEMENT B

Garfield Foundation
November 30, 2009 674-931780

Quantity	Security Description	Purchase Date	Original Cost	Current Value	Gain/ (-Loss)	Annual Income
15539 279	Loomis Sayles Global Bond Fund	10/22/09	251,577 55	253,911 82	2,334 27	9,171 28
87796 313	Vanguard Inflation Protected Secs	12/05/08	1,000,035 00	1,145,741 88	145,706 88	28,358 21
Mutual Bond Funds TOTAL			**2,117,016.15**	**2,249,396.85**	**132,380.70**	**75,078.00**

Portfolio Evaluation for

STATEMENT B

Garfield Foundation
November 30, 2009 674-931780

Quantity	Security Description	Purchase Date	Original Cost	Current Value	Gain/ (-Loss)	Annual Income
Warrants and Rights						
576	Mirant Shares In Escrow	02/22/06	503 98	-	(503 98)	
TOTAL			**23,876,137.91**	**27,361,845.33**	**3,956,968.40**	**882,597.71**
SPECIAL HOLDINGS						
Special Situations						
Partnerships						
1,000,000	Bostwick Compound LP	11/01/07	879,359 00	890,615 00	(129,412 00)	
1,250,000	Excalibur Partners	01/01/05	1,343,265 00	1,552,784 76	118,443 76	
843,475	Fir Tree Recovery Fund	06/30/03	1,187,479 00	1,283,423 97	(105,776 03)	
500,000	Highwater Global Fund, LLC	08/31/05	647,823 25	701,225 00	136,466 64	
279,846	Highwater Global Fund, LLC	01/01/08	362,581 49	392,470 02	(172,288 34)	
779,846	**Highwater Global Fund, LLC**		**1,010,404.75**	**1,093,695.02**	**(35,821.70)**	
500,000	Highwater Global Fund, LLC	04/01/06	647,823 25	616,877 50	52,102 22	
500,000	Horizon Asia Fund	12/30/03	500,000 00	804,461 50	304,461 50	
2,095	Libra Offshore Limited	06/30/03	581,873 72	2,170,563 88	1,588,690 15	
1,000,000	Longacre Capital Partners L P	06/30/03	1,133,042 00	1,187,826 00	(339,035 00)	
500,000	Monsoon India Inflection Fund 2	12/30/03	258,081 00	449,864 00	(1,073,946 00)	
750,000	Nothung Partners LLP	01/01/05	776,509 00	888,380 98	(42,560 02)	
1,000,000	Walnut Street Absolute Return Fund	01/01/06	551,367 00	718,653 00	(1,580,903 00)	
500,000	What If Fund, LLC A	10/07/07	473,944 28	475,265 50	(27,492 50)	
484,659	What If Fund, LLC A	04/01/08	459,402 72	460,683 04	(42,074 96)	
984,659	**What If Fund, LLC A**		**933,347.00**	**935,948.54**	**(69,567.46)**	
Special Situations TOTAL			**9,802,550.72**	**12,593,094.15**	**(1,313,323.58)**	
500,000	Rose Smart Growth Investment Fund, I LP	10/01/07	310,690 66	310,691 00	0 34	-
GRAND TOTAL			**33,989,379.29**	**40,265,630.48**	**2,643,645.16**	**882,597.71**

FORM 990-PF U.S. AND STATE/CITY GOVERNMENT OBLIGATIONS STATEMENT 11

DESCRIPTION	U.S. GOV'T	OTHER GOV'T	BOOK VALUE	FAIR MARKET VALUE
GOVERNMENT OBLIGATIONS - SEE STMT B	X		1,125,000.	1,196,346.
GINNIE MAE SECURITIES - SEE STMT B	X		0.	0.
TOTAL U.S. GOVERNMENT OBLIGATIONS			1,125,000.	1,196,346.
TOTAL STATE AND MUNICIPAL GOVERNMENT OBLIGATIONS				
TOTAL TO FORM 990-PF, PART II, LINE 10A			1,125,000.	1,196,346.

FORM 990-PF CORPORATE STOCK STATEMENT 12

DESCRIPTION	BOOK VALUE	FAIR MARKET VALUE
CORPORATE STOCKS - SEE STMT B	9,622,744.	11,865,788.
MUTUAL FUNDS - SEE STMT B	4,019,097.	4,495,915.
TOTAL TO FORM 990-PF, PART II, LINE 10B	13,641,841.	16,361,703.

FORM 990-PF CORPORATE BONDS STATEMENT 13

DESCRIPTION	BOOK VALUE	FAIR MARKET VALUE
CORPORATE BONDS - SEE STMT B	0.	0.
CORPORATE BONDS - SEE STMT B	7,622,131.	8,740,675.
TOTAL TO FORM 990-PF, PART II, LINE 10C	7,622,131.	8,740,675.

FORM 990-PF OTHER INVESTMENTS STATEMENT 14

DESCRIPTION	VALUATION METHOD	BOOK VALUE	FAIR MARKET VALUE
RUDOLF STEINER FOUNDATION	COST	497,626.	493,955.
FIR TREE RECOVERY FUND	COST	1,187,479.	1,283,424.
LONGACRE CAPITAL PARTNERS	COST	1,133,042.	1,187,826.
LIBRA OFFSHORE LIMITED	COST	581,874.	2,170,564.
HORIZON ASIA FUND LTD	COST	500,000.	804,462.
ROOT CAPITAL	COST	250,000.	250,000.
EXCALIBUR PARTNERS LLP	COST	1,343,265.	1,552,785.
NOTHUNG PARTNERS LLP	COST	776,509.	888,381.
HIGHWATER GLOBAL FUND LLC	COST	1,658,228.	1,710,573.
MONSOON INDIA INFLECTION FUND	COST	258,081.	449,864.
WALNUT STREET ABSOLUTE RETURN FUND	COST	551,367.	718,653.
WARRANTS & RIGHTS	COST	504.	0.
BOSTWICK COMPOUND LP	COST	879,359.	890,615.
WHAT IF FUND LLC	COST	933,347.	935,949.
ROSE SMART GROWTH INVESTMENT I LP	COST	310,691.	310,691.
10,000 UNITS ALLIANCE BERNSTEIN HOLDING LP	COST	245,416.	253,000.
15,000 UNITS POWERSHARES DB MULT	COST	427,454.	397,350.
TOTAL TO FORM 990-PF, PART II, LINE 13		11,534,242.	14,298,092.

FORM 990-PF DEPRECIATION OF ASSETS NOT HELD FOR INVESTMENT STATEMENT 15

DESCRIPTION	COST OR OTHER BASIS	ACCUMULATED DEPRECIATION	BOOK VALUE
LEASEHOLD IMPROVEMENTS	6,323.	2,003.	4,320.
FURNITURE & FIXTURES	1,470.	1,470.	0.
VIEWSONIC17".26 SVGA COLOR MONITOR	394.	394.	0.
PENTIUM III 800MHZ COMPUTER	2,185.	2,185.	0.
HP DESKJET 1250CSE COLOR PRINTER	675.	675.	0.
PROGRAM EQUIPMENT	1,872.	1,872.	0.
SOFTWARE	6,280.	6,280.	0.
SOFTWARE	4,606.	4,606.	0.
FURNITURE & FIXTURES	1,729.	1,652.	77.
FURNITURE & FIXTURES	1,446.	1,382.	64.
PROGRAM EQUIPMENT	895.	895.	0.
PROGRAM EQUIPMENT	1,910.	1,910.	0.
PROGRAM EQUIPMENT	3,512.	3,512.	0.
PROGRAM EQUIPMENT - LCD PROJECTOR	1,126.	782.	344.
FURNITURE & FIXTURES	1,188.	369.	819.
TOTAL TO FM 990-PF, PART II, LN 14	35,611.	29,987.	5,624.

FORM 990-PF GRANT APPLICATION SUBMISSION INFORMATION STATEMENT 16
PART XV, LINES 2A THROUGH 2D

NAME AND ADDRESS OF PERSON TO WHOM APPLICATIONS SHOULD BE SUBMITTED

JENNIFER DOWNING / PROGRAM ASSISTANT
89 NORTH WATER STREET
NEW BEDFORD, MA 02740

TELEPHONE NUMBER

508-997-3199

FORM AND CONTENT OF APPLICATIONS

QUALIFYING NON-PROFIT ORGANIZATIONS WISHING TO INQUIRE ABOUT APPLYING FOR A GRANT MUST SEND A BRIEF E-MAIL SUMMARIZING THE PROJECT CONCEPT TO INQUIRY@GARFIELDFOUNDATION.ORG. IF THE ORGANIZATION IS INVITED TO APPLY FOR A GRANT, THE FOUNDATION WILL PROVIDE SPECIFIC PROPOSAL GUIDELINES.

ANY SUBMISSION DEADLINES

PROPOSAL SUBMISSION DEADLINES VARY PER APPLICANT.

RESTRICTIONS AND LIMITATIONS ON AWARDS

THE FOUNDATIONS AWARDS GRANTS IN TWO KEY AREAS: ENVIRONMENTAL SUSTAINABILITY AND COMMUNITY REVITALIZATION, AND SUPPORTS PROJECTS PRIMARILY WITHIN THE UNITED STATES, WITH THE EXCEPTION OF ITS BIODIVERSITY CONSERVATION PROGRAM, WHICH FOCUSES ON THE GRAN CHACO OF SOUTH AMERICA.

FORM 990-PF GRANTS AND CONTRIBUTIONS PAID DURING THE YEAR STATEMENT 17

RECIPIENT NAME AND ADDRESS	RECIPIENT RELATIONSHIP AND PURPOSE OF GRANT	RECIPIENT STATUS	AMOUNT
ACLU FOUNDATION OF MA, 99 CHAUNCY STREET, SUITE 310, BOSTON, MA 02111	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	5,000.
ALLIANCE FOR A SUSTAINABLE COLORADO 1536 WYNKOOP STREET, B500, DENVER, CO 80202	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	2,000.
AMNESTY INTERNATIONAL USA, INC, 322 8TH AVENUE, NEW YORK , NY 10001	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	5,000.
BIG CITY MOUNTAINEERS, INC, 820 SPYDERCO WAY, GOLDEN, CO 80403	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	1,200.
BUDDHAYANA FOUNDATION, 3 BARNABAS ROAD, MARION, MA 02738	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	2,000.
CENTER FOR A NEW AMERICAN DREAM, 6930 CARROLL AVE, SUITE 900, TAKOMA PARK, M	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	75,000.
CENTER FOR THE DEVELOPMENT OF INDIGENOUS AMAZONIA (CEDIA) PASAJE BONIFACIO NRO 166, LOS ROSALES DE SANTA ROSA, LA PERLA, CALLAO, PERU	FOREIGN PUB. CHARITY GENERAL CHARITABLE	FOREIGN PUB. CHARITY	17,500.
CITY WORKS, 122 WEST STATE STREET, TRENTON , NJ 08608	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	200,000.

CLEAN WISCONSIN, 122 STATE ST STE 200, MADISON, WI 53703	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	115,000.
COALITION FOR BUZZARDS BAY, 620 BELLEVILLE AVE, NEW BEDFORD, MA 02745	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	25,000.
COLLECTIVE HERITAGE INSTITUTE / BIONEERS 1607 PASEO DE PERALTA, SUITE 3, SANTA FE , NM 87501	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	136,000.
COMMUNITY FOUNDATION OF SE MASSACHUSETTS 63 UNION STREET, NEW BEDFORD, MA 02740	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	10,000.
CONSUMERS FOR DENTAL CHOICE, 316 F ST, N.E., SUITE 210, WASHINGTON , DC 2000	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	50,000.
DEMOCRACY IN ACTION, 1700 CONNECTICUT AVE, SUITE 402, WASHINGTON , DC 20009	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	2,000.
DORCHESTER BAY ECONOMIC DEVELOP. COUNCIL 594 COLUMBIA ROAD, SUITE 302, BOSTON, MA 02125	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	75,000.
EARTH CARE INTERNATIONAL, 1235 SILER ROAD, SUITE D, SANTA FE , NM 87507	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	30,000.
EARTH WORKS INSTITUTE, 1413 2ND STREET, SUITE 4, SANTA FE , NM 87505	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	50,000.

ENERGY FOUNDATION, 301 BATTERY STREET, FL 5, SAN FRANCISCO , CA 94111	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	50,000.
ENVIRONMENTAL GRANTMAKERS ASSOCIATION 55 EXCHANGE PLACE, SUITE 405, NEW YORK, NY 10005-1965	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	20,000.
EUROPEAN ENVIRONMENTAL BUREAU(ZERO MERCURY CAMPAIGN) 34, BD. DE WATERLOO, B-1000, BRUSSELS, BELGIUM	FOREIGN PUB. CHARITY GENERAL CHARITABLE	FOREIGN PUB. CHARITY	40,000.
FRESH ENERGY, 408 ST. PETER STREET, SUITE 220, SAINT PAUL, MN 55102	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	160,000.
FUNDACION PROTEGER(RIVERINE COMMUNITIES OF PARANA & PARAGUAY RIVER BASIN) BALCARCE 1450, SANTA FE, ARGENTINA	FOREIGN PUB. CHARITY GENERAL CHARITABLE	FOREIGN PUB. CHARITY	100,000.
FUNDACION URUNDEI(EL REY-CONSERV. COLLAB. WITH PRIV. PROP. SURROUNDING) APOLINARIO SARAVIA N 228, SALTA, AGENTINA	FOREIGN PUB. CHARITY GENERAL CHARITABLE	FOREIGN PUB. CHARITY	60,000.
FUNDACION URUNDEI(CHACO G2-IMPACT & THREATS TO BIODIVERSITY-BOLIVIAN GRAIN) APOLINARIO SARAVIA N 228, SALTA, AGENTINA	FOREIGN PUB. CHARITY GENERAL CHARITABLE	FOREIGN PUB. CHARITY	188,500.
FUNDACION URUNDEI(NW CORRIDOR-NATURAL RESOURCE MGMT PLAN & EUROPE) APOLINARIO SARAVIA N 228, SALTA, AGENTINA	FOREIGN PUB. CHARITY GENERAL CHARITABLE	FOREIGN PUB. CHARITY	53,709.

FUNDACION YANGAREKO(MILAGROS-PILCOMAYO-PARA ETI III: WATERSHED & CONSERV) AV. CRISTOBAL DE MENDOZA, NO 246, SANTA CRUZ DE LA SIERRA, BOLIVIA	FOREIGN PUB. CHARITY GENERAL CHARITABLE	FOREIGN PUB. CHARITY	121,300.
FUNDACION YANGAREKO(EXPLORING NEW FORMS OF COOPERATION W/ INDIGENOUS ORGS.) AV. CRISTOBAL DE MENDOZA, NO 246, SANTA CRUZ DE LA SIERRA, BOLIVIA	FOREIGN PUB. CHARITY GENERAL CHARITABLE	FOREIGN PUB. CHARITY	95,000.
FUNDACION YANGAREKO(LOCAL IV STRENGTH. COMM.-BASED ORGS FOCUSING ON ISSUES) AV. CRISTOBAL DE MENDOZA, NO 246, SANTA CRUZ DE LA SIERRA, BOLIVIA	FOREIGN PUB. CHARITY GENERAL CHARITABLE	FOREIGN PUB. CHARITY	15,000.
FUNDACION YEPORAKA(ENCYCLOPEDIA OF BIODIVERSITY IN GUARANI WORLD,PHASE 2) GENERAL DELIVERY, CAMIRI, BOLIVIA	FOREIGN PUB. CHARITY GENERAL CHARITABLE	FOREIGN PUB. CHARITY	6,000.
FUNDER'S NETWORK FOR SMART GROWTH, 1500 SAN REMO AVENUE, SUITE #249, CORAL G	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	75,000.
INSTITUTE FOR POLICY STUDIES, 1112 16TH STREET NW, SUITE 600, WASHINGTON , D	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	2,500.
INTERNATIONAL HONORS PROGRAM, 566 COLUMBUS AVENUE, BOSTON, MA 02118	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	5,000.
ISLES, INC., 10 WOOD STREET, TRENTON , NJ 08618	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	5,000.
LA CASA DE DON PEDRO, 75 PARK AVENUE, NEWARK, NJ 07104	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	100,000.

LIONHEART FOUNDATION, 629 HIGHLAND AVENUE, NEEDHAM, MA 02494	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	35,000.
MARION INSTITUTE, 204 SPRING STREET, MARION, MA 02738	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	80,000.
MARION INSTITUTE, THE - ORPHANS OF AIDS SCHOOL IN CAMBODIA 204 SPRING STREET, MARION, MA 02738	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	5,000.
NATURAL CAPITAL INSTITUTE, 3 GATE FIVE ROAD, SUITE A, SAUSALITO, CA 94965	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	40,000.
NATURAL RESOURCES DEFENSE COUNCIL, 1200 NEW YORK AVE. NW, SUITE 400, WASHING	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	125,000.
NEW BEDFORD ECONOMIC DEVELOPMENT COUNCIL 1213 PURCHASE STREET, NEW BEDFORD, MA 02740	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	30,000.
NEW ENGLAND CLEAN ENERGY COUNCIL, 20 UNIVERSITY ROAD, CAMBRIDGE, MA 02138	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	75,000.
NEW PARTNERS FOR COMMUNITY REVITALIZATION, INC. 11 PENN PLAZA, 5TH FLOOR, NEW YORK , NY 10001	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	50,000.
NORTH LAWNDALE EMPLOYMENT NETWORK, 3726 W FLOURNOY STREET, CHICAGO, IL 60624	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	75,000.

NOUVELLE PLANETE(G3 AMAZONIAN PROGRAM SMALL PROJECTS FUND) ROUTE DE COURGENAY 28, 2900 PORRENTRUY, SWITZERLAND	FOREIGN PUB. CHARITY GENERAL CHARITABLE	FOREIGN PUB. CHARITY	33,000.
NYU LANGONE MEDICAL CENTER, ONE PARK AVENUE, 10TH FLOOR, NEW YORK , NY 10016	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	30,000.
ONE FREEDOM, INC., P.O. BOX 7418, BOULDER, CO 80306	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	5,000.
PASSAGE THEATER COMPANY, P.O. BOX 967, TRENTON , NJ 08605-0907	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	2,500.
PLANNED PARENTHOOD, LOS ANGELES, 1057 KENSINGTON AVENUE, LOS ANGELES, CA 900	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	10,000.
POPULATION CONNECTION, 1400 16TH STREET, NW, SUITE 320, WASHINGTON , DC 2003	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	5,000.
R.W.J. UNIVERSITY HOSPITAL FOUNDATION UNIVERSITY CENTER, 8 EAST AVENUE, NEW BRUNSWICK, NJ 08901	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	35,000.
RAINFOREST ACTION NETWORK, 221 PINE ST., STE 500, SAN FRANCISCO , CA 94104	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	5,000.
RISING TIDE CAPITAL, 348 MARTIN LUTHER KING JR DRIVE, JERSEY CITY, NY 07305	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	25,000.

ROCKEFELLER FAMILY FUND, 475 RIVERSIDE DRIVE, SUITE 900, NEW YORK , NY 10115	PUB. CHARITY	PUB. CHARITY	50,000.
	GENERAL CHARITABLE		
ROCKEFELLER FAMILY FUND - CLEAN ENERRGY, CASH BACK CAMPAIGN 475 RIVERSIDE DRIVE, SUITE 900, NEW YORK , NY 10115	PUB. CHARITY	PUB. CHARITY	75,000.
	GENERAL CHARITABLE		
ROCKEFELLER FAMILY FUND - CLIMATE CATALYST FUND 475 RIVERSIDE DRIVE, SUITE 900, NEW YORK , NY 10115	PUB. CHARITY	PUB. CHARITY	50,000.
	GENERAL CHARITABLE		
ROCKEFELLER FAMILY FUND - GLOBAL WARMING STRATEGIC ACTION FUND 475 RIVERSIDE DRIVE, SUITE 900, NEW YORK , NY 10115	PUB. CHARITY	PUB. CHARITY	700,000.
	GENERAL CHARITABLE		
ROCKEFELLER FAMILY FUND - RE-AMP STEERING COMMITTEE 475 RIVERSIDE DRIVE, SUITE 900, NEW YORK , NY 10115	PUB. CHARITY	PUB. CHARITY	45,000.
	GENERAL CHARITABLE		
RUTERS UNIVERSITY FOUNDATION, VAN NEST HALL AT 7 COLLEGE AVENUE, NEW BRUNSWI	PUB. CHARITY	PUB. CHARITY	5,000.
	GENERAL CHARITABLE		
SANT BANI SCHOOL, 19 ASHRAM ROAD, SANBORNTON, NH 03269	PUB. CHARITY	PUB. CHARITY	5,000.
	GENERAL CHARITABLE		
SECOND NATURE, 18 TREMONT STREET, STE 308, BOSTON, MA 02108	PUB. CHARITY	PUB. CHARITY	40,000.
	GENERAL CHARITABLE		
SIERRA CLUB FOUNDATION, 122 W. WASHINGTON STREET, SUITE 830, MADISON, WI 537	PUB. CHARITY	PUB. CHARITY	55,000.
	GENERAL CHARITABLE		

SIPPICAN LAND TRUST, 354 FRONT STREET, MARION, MA 02738	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	1,000.
SKILLWORKS, 75 ARLINGTON STREET, 10TH FLOOR, BOSTON, MA 02116	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	100,000.
SOCIAL COMPACT, INC., 738 7TH STREET SE, WASHINGTON , DC 20003	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	75,000.
SOUTHERN CALIFOENIA LIBRARY, 6120 S VERMOUNT AVE, LOS ANGELES, CA 90044	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	2,500.
STATE ENVIRONMENTAL LEADERSHIP PROGRAM 612 WEST MAN STREET, #201, MADISON, WI 53703	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	50,000.
THE BOENEO PROJECT, 1771 ALCATRAZ AVENUE, BERKELEY, CA 94703	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	250.
THE DANCE RING / NY THEATER BALLET 30 EAST 31ST STREET, NEW YORK , NY 10016	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	2,500.
THE MUSTARD SEED FOUNDATION, P.O. BOX 88, WASHINGTON , DC 22747	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	7,500.
TIDES CENTER, P.O. BOX 29198, SAN FRANCISCO , CA 94129-0915	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	170,000.
TREE PEOPLE INC., 12601 MULHOLLAND DRIVE, BERKELEY, CA 90210	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	80,000.

TREME DOCUMENTARY PROJECT, 8117 OAK STREET, NEW ORLEANS, LA 70118	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	250.
TRENTON AREA SOUP KITCHEN, 72 1/2 ESCHER STREET, TRENTON , NJ 08605	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	10,000.
UNIVERSITY MEDICAL CENTER OF PRINCETON 253 WITHERSPOON STREET, PRINCETON, NJ 08540-3213	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	10,000.
WATERSHED MEDIA, 513 BROWN STREET, HEALDSBURG, CA 95448	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	50,000.
WILDLIFE WAYSTATION, 148831 LITTLE TUJUNGA CANYON RD, ANGELES NATIONAL FORES	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	51,500.
WILL STEGAR FOUNDATION, 2801 21ST AVE. S, SUITE 115, MINNEAPOLIS, MN 55407	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	2,800.
WOMENS CARE COTTAGE, 4717 LAUREL CANYON BLVD, SUITE, VALLEY VILLAGE, CA 9160	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	7,500.
WORLD EDUCATION/CAMBODIAN LIVING ARTS 44 FARNSWORTH STREET, BOSTON, MA 02210	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	5,000.
YES! MAGAZINE, 284 MADRONA WAY NE, SUITE 116, BAINBRIDGE ISLAND, WA 98110	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	250.

YOGA HOPE, 89 SOUTH STREET, SUITE 203, BOSTON, MA 02111-2670	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	250.
ZEITERION THEATER, 684 PURCHASE STREET; PO BOX 4084, NEW BEDFORD, MA 02741	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	500.
MYCLIMATE, STERNENSTRASSE 12, 8002 ZURICH, SWITZERLAND	FOREIGN PUB. CHARITY GENERAL CHARITABLE	FOREIGN PUB. CHARITY	522.
NATIVE ENERGY INC., 30 KIMBALL AVENUE, STE 301, SOUTH BURLINGTON, VT 05403	PUB. CHARITY GENERAL CHARITABLE	PUB. CHARITY	588.
ALLIANCEBERNSTEIN HOLDING LP 1345 AVENUE OF THE AMERICAS, NEW YORK, NY 10005	THRU K-1 THRU K-1	THRU K-1	50.
ROSE SMART GROWTH INVESTMENT FUND I, LP 551 FIFTH AVE, 23RD FLOOR, NEW YORK , NY 10176	THRU K-1 THRU K-1	THRU K-1	182.
TOTAL TO FORM 990-PF, PART XV, LINE 3A			4,216,351.

STATEMENT ATTACHED TO

APPLICATION FOR EXTENSION OF TIME TO FILE

Complete information relating to the taxpayer's income has not yet been provided to taxpayer by a third party responsible for compiling the data.

It is expected that this information will be available so as to permit filing by the extended due date.

- If you are filing for an **Additional (Not Automatic) 3-Month Extension, complete only Part II** and check this box ▶ [X]

Note. Only complete Part II if you have already been granted an automatic 3-month extension on a previously filed Form 8868.

- If you are filing for an **Automatic 3-Month Extension, complete only Part I** (on page 1).

Part II **Additional (Not Automatic) 3-Month Extension of Time.** Only file the original (no copies needed).

Type or print File by the extended due date for filing the return See instructions	Name of Exempt Organization THE GARFIELD FOUNDATION C/O BEHAN LING & RUTA CPA'S, P.C.	**Employer identification number** 22-2285358
	Number, street, and room or suite no. If a P O. box, see instructions. 475 PARK AVENUE SO., 31ST FLOOR	For IRS use only
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. NEW YORK, NY 10016	

Check type of return to be filed (File a separate application for each return):

[ ] Form 990 [ ] Form 990-EZ [ ] Form 990-T (sec. 401(a) or 408(a) trust) [ ] Form 1041-A [ ] Form 5227 [ ] Form 8870
[ ] Form 990-BL [X] Form 990-PF [ ] Form 990-T (trust other than above) [ ] Form 4720 [ ] Form 6069

STOP! Do not complete Part II if you were not already granted an automatic 3-month extension on a previously filed Form 8868.

- The books are in the care of ▶ BEHAN, LING & RUTA CPA'S PC 475 PARK AVE SO. 31ST FLOOR - NEW YORK, NY 10016

Telephone No. ▶ 212-695-7003 FAX No. ▶ 212-695-3031

- If the organization does not have an office or place of business in the United States, check this box ▶ [ ]
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) ________. If this is for the whole group, check this box ▶ [ ] If it is for part of the group, check this box ▶ [ ] and attach a list with the names and EINs of all members the extension is for.

4 I request an additional 3-month extension of time until OCTOBER 15, 2010.

5 For calendar year ______, or other tax year beginning DEC 1, 2008, and ending NOV 30, 2009

6 If this tax year is for less than 12 months, check reason: [ ] Initial return [ ] Final return [ ] Change in accounting period

7 State in detail why you need the extension
SEE STATEMENT ATTACHED

8a	If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	8a	$ 14,813.
b	If this application is for Form 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit and any amount paid previously with Form 8868.	8b	$ 20,200.
c	**Balance Due.** Subtract line 8b from line 8a. Include your payment with this form, or, if required, deposit with FTD coupon or, if required, by using EFTPS (Electronic Federal Tax Payment System) See instructions.	8c	$ 0.

Signature and Verification

Under penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete, and that I am authorized to prepare this form.

Signature ▶ [signature] Title ▶ CPA Date ▶ 06|29|10

823832
05-26-09

Form **8868**
(Rev. April 2009)
Department of the Treasury
Internal Revenue Service

Application for Extension of Time To File an Exempt Organization Return

▶ **File a separate application for each return.**

OMB No. 1545-1709

- If you are filing for an **Automatic 3-Month Extension, complete only Part I** and check this box ▶ [X]
- If you are filing for an **Additional (Not Automatic) 3-Month Extension, complete only Part II** (on page 2 of this form).

Do not complete Part II unless you have already been granted an automatic 3-month extension on a previously filed Form 8868.

Part I **Automatic 3-Month Extension of Time.** *Only submit original (no copies needed).*

A corporation required to file Form 990-T and requesting an automatic 6-month extension - check this box and complete Part I only ▶ [ ]

All other corporations (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Electronic Filing (e-file). Generally, you can electronically file Form 8868 if you want a 3-month automatic extension of time to file one of the returns noted below (6 months for a corporation required to file Form 990-T). However, you cannot file Form 8868 electronically if (1) you want the additional (not automatic) 3-month extension or (2) you file Forms 990-BL, 6069, or 8870, group returns, or a composite or consolidated Form 990-T. Instead, you must submit the fully completed and signed page 2 (Part II) of Form 8868. For more details on the electronic filing of this form, visit *www irs.gov/efile* and click on *e-file for Charities & Nonprofits.*

Type or print File by the due date for filing your return See instructions	Name of Exempt Organization THE GARFIELD FOUNDATION C/O BEHAN LING & RUTA CPA'S, P.C.	**Employer identification number** 22-2285358
	Number, street, and room or suite no. If a P.O. box, see instructions. 475 PARK AVENUE SO., 31ST FLOOR	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. NEW YORK, NY 10016	

Check type of return to be filed (file a separate application for each return):

[ ] Form 990	[ ] Form 990-T (corporation)	[ ] Form 4720
[ ] Form 990-BL	[ ] Form 990-T (sec. 401(a) or 408(a) trust)	[ ] Form 5227
[ ] Form 990-EZ	[ ] Form 990-T (trust other than above)	[ ] Form 6069
[X] Form 990-PF	[ ] Form 1041-A	[ ] Form 8870

- The books are in the care of ▶ BEHAN, LING & RUTA CPA'S PC 475 PARK AVE SO. 31ST FLOOR - NEW YORK, NY 10016

  Telephone No ▶ 212-695-7003 FAX No. ▶ 212-695-3031
- If the organization does not have an office or place of business in the United States, check this box ▶ [ ]
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) ______ If this is for the whole group, check this box ▶ [ ] . If it is for part of the group, check this box ▶ [ ] and attach a list with the names and EINs of all members the extension will cover.

1 I request an automatic 3-month (6-months for a corporation required to file Form 990-T) extension of time until JULY 15, 2010 , to file the exempt organization return for the organization named above. The extension is for the organization's return for:

▶ [ ] calendar year ______ or

▶ [X] tax year beginning DEC 1, 2008 , and ending NOV 30, 2009 .

2 If this tax year is for less than 12 months, check reason: [ ] Initial return [ ] Final return [ ] Change in accounting period

3a	If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	$ 20,200.
b	If this application is for Form 990-PF or 990-T, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	$ 15,000.
c	**Balance Due.** Subtract line 3b from line 3a. Include your payment with this form, or, if required, deposit with FTD coupon or, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	$ 5,200.

Caution. If you are going to make an electronic fund withdrawal with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.