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

2009

For calendar year 2009, or tax year beginning , and ending

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

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

Name of foundation: TURNER FOUNDATION, INC.

Number and street (or P O box number if mail is not delivered to street address) / Room/suite: 133 LUCKIE STREET

City or town, state, and ZIP code: ATLANTA, GA 30303

A Employer identification number: 58-1924590

B Telephone number: 404 681 9900

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: ☒ 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)* ▶$ 5,780,751.

J Accounting method: ☒ 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))

		(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	12,464,877.		N/A	
	2 Check ▶ ☐ if the foundation is not required to attach Sch B				
	3 Interest on savings and temporary cash investments	15,885.	15,885.		STATEMENT 1
	4 Dividends and interest from securities	61,306.	61,306.		STATEMENT 2
	5a Gross rents				
	b Net rental income or (loss)				
	6a Net gain or (loss) from sale of assets not on line 10				
	b Gross sales price for all assets on line 6a				
	7 Capital gain net income (from Part IV, line 2)		0.		
	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				
	12 **Total.** Add lines 1 through 11	12,542,068.	77,191.		
Operating and Administrative Expenses	13 Compensation of officers, directors, trustees, etc	309,873.	30,987.		278,886.
	14 Other employee salaries and wages	489,238.	3,700.		485,538.
	15 Pension plans, employee benefits	213,700.	2,137.		211,563.
	16a Legal fees STMT 3	100,000.	20,000.		80,000.
	b Accounting fees STMT 4	4,000.	200.		3,800.
	c Other professional fees STMT 5	117,545.	0.		117,545.
	17 Interest				
	18 Taxes STMT 6	3,116.	0.		0.
	19 Depreciation and depletion	31,074.	0.		
	20 Occupancy				
	21 Travel, conferences, and meetings	934,272.	0.		934,272.
	22 Printing and publications	311.	0.		311.
	23 Other expenses STMT 7	96,712.	311.		96,401.
	24 **Total operating and administrative expenses.** Add lines 13 through 23	2,299,841.	57,335.		2,208,316.
	25 Contributions, gifts, grants paid	9,769,365.			9,643,858.
	26 **Total expenses and disbursements** Add lines 24 and 25	12,069,206.	57,335.		11,852,174.
	27 Subtract line 26 from line 12:				
	a Excess of revenue over expenses and disbursements	472,862.			
	b **Net investment income** (if negative, enter -0-)		19,856.		
	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	End of year (c) Fair Market Value
Assets	1 Cash - non-interest-bearing	1,151,443.	2,203,371.	2,203,371.
	2 Savings and temporary cash investments			
	3 Accounts receivable ▶			
	Less: allowance for doubtful accounts ▶			
	4 Pledges receivable ▶			
	Less: allowance for doubtful accounts ▶			
	5 Grants receivable			
	6 Receivables due from officers, directors, trustees, and other disqualified persons			
	7 Other notes and loans receivable ▶			
	Less: allowance for doubtful accounts ▶			
	8 Inventories for sale or use			
	9 Prepaid expenses and deferred charges	469,660.	294,536.	294,536.
	10a Investments - U.S. and state government obligations			
	b Investments - corporate stock STMT 8	2,266,759.	3,127,887.	3,127,887.
	c Investments - corporate bonds			
	11 Investments - land, buildings, and equipment basis ▶ 492,692.			
	Less accumulated depreciation ▶ 457,735.	54,839.	34,957.	34,957.
	12 Investments - mortgage loans			
	13 Investments - other STMT 9	120,000.	120,000.	120,000.
	14 Land, buildings, and equipment: basis ▶			
	Less accumulated depreciation ▶			
	15 Other assets (describe ▶)			
	16 **Total assets** (to be completed by all filers)	4,062,701.	5,780,751.	5,780,751.
Liabilities	17 Accounts payable and accrued expenses	316,460.	404,590.	
	18 Grants payable	4,823,300.	5,119,230.	
	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)	5,139,760.	5,523,820.	
Net Assets or Fund Balances	**Foundations that follow SFAS 117, check here ▶ [X] and complete lines 24 through 26 and lines 30 and 31.**			
	24 Unrestricted	<1,077,059.>	256,931.	
	25 Temporarily restricted			
	26 Permanently restricted			
	Foundations that do not follow SFAS 117, check here ▶ [ ] and complete lines 27 through 31.			
	27 Capital stock, trust principal, or current funds			
	28 Paid-in or capital surplus, or land, bldg., and equipment fund			
	29 Retained earnings, accumulated income, endowment, or other funds			
	30 **Total net assets or fund balances**	<1,077,059.>	256,931.	
	31 **Total liabilities and net assets/fund balances**	4,062,701.	5,780,751.	

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	<1,077,059.>
2	Enter amount from Part I, line 27a	2	472,862.
3	Other increases not included in line 2 (itemize) ▶ UNREALIZED GAIN ON CORPORATE STOCK	3	861,128.
4	Add lines 1, 2, and 3	4	256,931.
5	Decreases not included in line 2 (itemize) ▶	5	0.
6	Total net assets or fund balances at end of year (line 4 minus line 5) - Part II, column (b), line 30	6	256,931.

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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	NONE			
c				
d				
e				

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

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

	(i) 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				

2 Capital gain net income or (net capital loss) { If gain, also enter in Part I, line 7 / If (loss), enter -0- in Part I, line 7 } 2

3 Net short-term capital gain or (loss) as defined in sections 1222(5) and (6):
If gain, also enter in Part I, line 8, column (c).
If (loss), enter -0- in Part I, line 8 } 3

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

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

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

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

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

1 Enter the appropriate amount in each column for each year; see 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))
2008	12,395,505.	8,238,418.	1.504598
2007	11,628,329.	9,247,197.	1.257498
2006	10,070,953.	6,399,382.	1.573738
2005	11,308,395.	4,956,049.	2.281736
2004	14,891,677.	5,539,528.	2.688257

2	Total of line 1, column (d)	2	9.305827
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	1.861165
4	Enter the net value of noncharitable-use assets for 2009 from Part X, line 5	4	7,626,593.
5	Multiply line 4 by line 3	5	14,194,348.
6	Enter 1% of net investment income (1% of Part I, line 27b)	6	199.
7	Add lines 5 and 6	7	14,194,547.
8	Enter qualifying distributions from Part XII, line 4	8	11,852,174.

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 or determination letter: ______ (attach copy of 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	397.
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	397.
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	397.
6	Credits/Payments:			
a	2009 estimated tax payments and 2008 overpayment credited to 2009	6a 17,174.		
b	Exempt foreign organizations - tax withheld at source	6b		
c	Tax paid with application for extension of time to file (Form 8868)	6c		
d	Backup withholding erroneously withheld	6d		
7	Total credits and payments. Add lines 6a through 6d		7	17,174.
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	16,777.
11	Enter the amount of line 10 to be: **Credited to 2010 estimated tax** ▶ 16,777. **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? N/A	4b		
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) ▶ GA			
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 2009 or the taxable year beginning in 2009 (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 ▶ N/A

14 The books are in care of ▶ RAY GOODREAU Telephone no. ▶ 404.522.4746

Located at ▶ 133 LUCKIE STREET, ATLANTA, GA ZIP+4 ▶ 30303

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 2009?	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 2009, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2009? ☐ 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 2009 as a result of **(1)** any purchase by the foundation or disqualified persons after May 26, 1969; **(2)** the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest; or **(3)** the lapse of the 10-, 15-, or 20-year first phase holding period? *(Use Schedule C, Form 4720, to determine if the foundation had excess business holdings in 2009.)* 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 2009?	4b		X

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

		Yes	No
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 "Yes" to 6b, file Form 8870.			
7a At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction? ☐ Yes ☒ No			
b If yes, did the foundation receive any proceeds or have any net income attributable to the transaction? 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
SEE STATEMENT 10		309,873.	18,592.	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
DEVON FINLEY 133 LUCKIE STREET, ATLANTA, GA 30303	PROGRAM OFFICER 40.00	83,580.	5,015.	0.
JUDY ADLER 133 LUCKIE STREET, ATLANTA, GA 30303	PROGRAM OFFICER 40.00	79,490.	4,769.	0.
LINDA OREL 133 LUCKIE STREET, ATLANTA, GA 30303	PROGRAM OFFICER 40.00	78,414.	4,705.	0.
ERIN GOODREAU 133 LUCKIE STREET, ATLANTA, GA 30303	ACCT/HR OFFICER 40.00	74,000.	4,440.	0.
KRISTINE WITHERSPOON 133 LUCKIE STREET, ATLANTA, GA 30303	DIR OF BOARD RELATIONS/ASST TO PRES 40.00	62,756.	3,765.	0.
Total number of other employees paid over $50,000 ▶				1

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
DAVIS, PICKREN & SEYDEL, LLP - 285 PEACHTREE CENTER AVENUE, ATLANTA, GA 30303	LEGAL SERVICES	100,000.
Total number of others receiving over $50,000 for professional services ▶		0

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 N/A	
2	
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	2,536,283.
b	Average of monthly cash balances	1b	5,206,451.
c	Fair market value of all other assets	1c	
d	**Total** (add lines 1a, b, and c)	1d	7,742,734.
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	7,742,734.
4	Cash deemed held for charitable activities. Enter 1 1/2% of line 3 (for greater amount, see instructions)	4	116,141.
5	**Net value of noncharitable-use assets.** Subtract line 4 from line 3. Enter here and on Part V, line 4	5	7,626,593.
6	**Minimum investment return.** Enter 5% of line 5	6	381,330.

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	381,330.
2a	Tax on investment income for 2009 from Part VI, line 5 — 2a: 397.		
b	Income tax for 2009. (This does not include the tax from Part VI.) — 2b:		
c	Add lines 2a and 2b	2c	397.
3	Distributable amount before adjustments. Subtract line 2c from line 1	3	380,933.
4	Recoveries of amounts treated as qualifying distributions	4	0.
5	Add lines 3 and 4	5	380,933.
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	380,933.

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	11,852,174.
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	11,852,174.
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	0.
6	**Adjusted qualifying distributions.** Subtract line 5 from line 4	6	11,852,174.

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.

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Part XIII Undistributed Income (see instructions)

	(a) Corpus	(b) Years prior to 2008	(c) 2008	(d) 2009
1 Distributable amount for 2009 from Part XI, line 7				380,933.
2 Undistributed income, if any, as of the end of 2009				
a Enter amount for 2008 only			0.	
b Total for prior years: ____, ____, ____		0.		
3 Excess distributions carryover, if any, to 2009:				
a From 2004 14623799.				
b From 2005 11070591.				
c From 2006 10012146.				
d From 2007 11170550.				
e From 2008 11986700.				
f Total of lines 3a through e	58,863,786.			
4 Qualifying distributions for 2009 from Part XII, line 4: ▶ $ 11,852,174.				
a Applied to 2008, 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 2009 distributable amount				380,933.
e Remaining amount distributed out of corpus	11,471,241.			
5 Excess distributions carryover applied to 2009 (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	70,335,027.			
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 2008. Subtract line 4a from line 2a. Taxable amount - see instr.			0.	
f Undistributed income for 2009. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2010				0.
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3)	0.			
8 Excess distributions carryover from 2004 not applied on line 5 or line 7	14,623,799.			
9 Excess distributions carryover to 2010. Subtract lines 7 and 8 from line 6a	55,711,228.			
10 Analysis of line 9:				
a Excess from 2005 11070591.				
b Excess from 2006 10012146.				
c Excess from 2007 11170550.				
d Excess from 2008 11986700.				
e Excess from 2009 11471241.				

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

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

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

	Tax year	Prior 3 years			
	(a) 2009	(b) 2008	(c) 2007	(d) 2006	(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).)

R.E. TURNER, III

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:

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 13				9643858.
Total			▶ 3a	9643858.
b *Approved for future payment*				
SEE STATEMENT 14				5119230.
Total			▶ 3b	5119230.

923611 02-02-10

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	15,885.	
4 Dividends and interest from securities			14	61,306.	
5 Net rental income or (loss) from real estate:					
a Debt-financed property					
b Not debt-financed property					
6 Net rental income or (loss) from personal property					
7 Other investment income					
8 Gain or (loss) from sales of assets other than inventory					
9 Net income or (loss) from special events					
10 Gross profit or (loss) from sales of inventory					
11 Other revenue:					
a					
b					
c					
d					
e					
12 Subtotal. Add columns (b), (d), and (e)		0.		77,191.	0.

13 **Total**. Add line 12, columns (b), (d), and (e) 13 77,191.

(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

Michael V. Finley | 8/18/2010 | President + FT

Signature of officer or trustee | Date | Title

Paid Preparer's Use Only

Preparer's signature	[signature]	Date 8/31/10	Check if self-employed ☐	Preparer's identifying number P00002737
Firm's name (or yours if self-employed), address, and ZIP code	AVALON FINANCIAL ADVISORS, LLC 133 LUCKIE STREET ATLANTA, GA 30303	EIN 58-1259406	Phone no. (404) 522-4200

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

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

OMB No 1545-0047

2009

Name of the organization	Employer identification number
TURNER FOUNDATION, INC.	58-1924590

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	[ ] 501(c)( ) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[X] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule See instructions.

General Rule

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

Special Rules

[ ] For a section 501(c)(3) organization filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), and received from any one contributor, during the year, a contribution of the greater of **(1)** $5,000 or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h or (ii) Form 990-EZ, line 1 Complete Parts I and II

[ ] For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, aggregate contributions of more than $1,000 for use *exclusively* for religious, charitable, scientific, literary, or educational purposes, or the prevention of cruelty to children or animals. Complete Parts I, II, and III

[ ] For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions for use *exclusively* for religious, charitable, etc , purposes, but these contributions did not aggregate to more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc , purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc , contributions of $5,000 or more during the year. ▶ $ ____________

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

Name of organization: TURNER FOUNDATION, INC.

Employer identification number: 58-1924590

Part I Contributors (see instructions)

(a) No.	(b) Name, address, and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
1	R.E. TURNER, III 214 HAMRICK LAMONT, FL 32336	$ 464,877.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
2	R.E. TURNER CHARITABLE REMAINDER UNITRUST #4 214 HAMRICK LAMONT, FL 32336	$ 12,000,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)

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

SOURCE	AMOUNT
MERRILL LYNCH - CHECKING ACCOUNT	15,138.
MERRILL LYNCH - MADDOX	60.
WACHOVIA	687.
TOTAL TO FORM 990-PF, PART I, LINE 3, COLUMN A	15,885.

FORM 990-PF	DIVIDENDS AND INTEREST FROM SECURITIES	STATEMENT 2

SOURCE	GROSS AMOUNT	CAPITAL GAINS DIVIDENDS	COLUMN (A) AMOUNT
MERRILL LYNCH	61,306.	0.	61,306.
TOTAL TO FM 990-PF, PART I, LN 4	61,306.	0.	61,306.

FORM 990-PF	LEGAL FEES	STATEMENT 3

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
LEGAL FEES	100,000.	20,000.		80,000.
TO FM 990-PF, PG 1, LN 16A	100,000.	20,000.		80,000.

FORM 990-PF	ACCOUNTING FEES	STATEMENT 4

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
AUDIT FEES	4,000.	200.		3,800.
TO FORM 990-PF, PG 1, LN 16B	4,000.	200.		3,800.

FORM 990-PF	OTHER PROFESSIONAL FEES			STATEMENT 5
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
CONSULTING	117,545.	0.		117,545.
TO FORM 990-PF, PG 1, LN 16C	117,545.	0.		117,545.

FORM 990-PF	TAXES			STATEMENT 6
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
FEDERAL TAXES	3,116.	0.		0.
TO FORM 990-PF, PG 1, LN 18	3,116.	0.		0.

FORM 990-PF	OTHER EXPENSES			STATEMENT 7
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
BANK FEES	653.	0.		653.
DUES & SUBSCRIPTIONS	64,954.	0.		64,954.
OFFICE EXPENSE	22,202.	222.		21,980.
POSTAGE	2,183.	22.		2,161.
COMMUNICATION SYSTEMS	2,029.	20.		2,009.
TELEPHONE	4,691.	47.		4,644.
TO FORM 990-PF, PG 1, LN 23	96,712.	311.		96,401.

FORM 990-PF CORPORATE STOCK STATEMENT 8

DESCRIPTION	BOOK VALUE	FAIR MARKET VALUE
CORPORATE STOCK	3,127,887.	3,127,887.
TOTAL TO FORM 990-PF, PART II, LINE 10B	3,127,887.	3,127,887.

FORM 990-PF OTHER INVESTMENTS STATEMENT 9

DESCRIPTION	VALUATION METHOD	BOOK VALUE	FAIR MARKET VALUE
ROCKY MOUNTAIN INSTITUTE	FMV	120,000.	120,000.
TOTAL TO FORM 990-PF, PART II, LINE 13		120,000.	120,000.

FORM 990-PF PART VIII - LIST OF OFFICERS, DIRECTORS TRUSTEES AND FOUNDATION MANAGERS STATEMENT 10

NAME AND ADDRESS	TITLE AND AVRG HRS/WK	COMPEN-SATION	EMPLOYEE BEN PLAN CONTRIB	EXPENSE ACCOUNT
R.E. TURNER, III 214 HAMRICK LAMONT, FL 32336	CHAIRMAN 1.00	0.	0.	0.
MICHAEL V. FINLEY 133 LUCKIE STREET ATLANTA, GA 30303	PRESIDENT 40.00	309,873.	18,592.	0.
MICHAEL V. FINLEY 133 LUCKIE STREET ATLANTA, GA 30303	TREASURER 1.00	0.	0.	0.
J RUTHERFORD SEYDEL, II 285 PEACHTREE CENTER AVENUE ATLANTA, GA 30303	SECRETARY 1.00	0.	0.	0.
LAURA LEE TURNER SEYDEL 133 LUCKIE STREET ATLANTA, GA 30303	DIRECTOR 1.00	0.	0.	0.

ROBERT EDWARD TURNER, IV 133 LUCKIE STREET ATLANTA, GA 30303	DIRECTOR 1.00	0.	0.	0.
RHETT LEE TURNER 133 LUCKIE STREET ATLANTA, GA 30303	DIRECTOR 1.00	0.	0.	0.
REED BEAUREGARD TURNER 133 LUCKIE STREET ATLANTA, GA 30303	DIRECTOR 1.00	0.	0.	0.
SARA JEAN GARLINGTON 133 LUCKIE STREET ATLANTA, GA 30303	DIRECTOR 1.00	0.	0.	0.
TOTALS INCLUDED ON 990-PF, PAGE 6, PART VIII		309,873.	18,592.	0.

Form **4562** | Department of the Treasury Internal Revenue Service (99)

Depreciation and Amortization 990PF
(Including Information on Listed Property)
▶ See separate instructions. ▶ Attach to your tax return.

OMB No 1545-0172
2009
Attachment Sequence No 67

Name(s) shown on return	Business or activity to which this form relates	Identifying number
TURNER FOUNDATION, INC.	FORM 990-PF PAGE 1	58-1924590

Part I Election To Expense Certain Property Under Section 179 Note: *If you have any listed property, complete Part V before you complete Part I.*

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	250,000.
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	800,000.
4	Reduction in limitation. Subtract line 3 from line 2 If zero or less, enter -0-	4	
5	Dollar limitation for tax year Subtract line 4 from line 1 If zero or less, enter -0- If married filing separately, see instructions	5	

6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property Enter the amount from line 29	7	
8	Total elected cost of section 179 property Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2008 Form 4562	10	
11	Business income limitation Enter the smaller of business income (not less than zero) or line 5	11	
12	Section 179 expense deduction Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2010. Add lines 9 and 10, less line 12 ▶	13	

Note: *Do not use Part II or Part III below for listed property. Instead, use Part V.*

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2009	17	29,589.
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2009 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property		10,710.	3YRS	MM	SL	1,443.
b 5-year property		162.	5YRS	MM	SL	30.
c 7-year property		320.	7YRS	MM	SL	12.
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs		S/L	
h Residential rental property	/		27.5 yrs.	MM	S/L	
	/		27.5 yrs	MM	S/L	
i Nonresidential real property	/		39 yrs.	MM	S/L	
	/			MM	S/L	

Section C - Assets Placed in Service During 2009 Tax Year Using the Alternative Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
20a Class life					S/L	
b 12-year			12 yrs		S/L	
c 40-year	/		40 yrs.	MM	S/L	

Part IV Summary (See instructions)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22	31,074.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

916251 11-04-09 LHA For Paperwork Reduction Act Notice, see separate instructions. Form **4562** (2009)

11130831 130743 58-1924590 2009.04011 TURNER FOUNDATION, INC. 58-19241

Part V **Listed Property** (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement.)

Note: *For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete* **only** *24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.*

Section A - Depreciation and Other Information (Caution: *See the instructions for limits for passenger automobiles*)

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No 24b If "Yes," is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use						25		
26 Property used more than 50% in a qualified business use.								
		%						
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L -		
		%				S/L -		
		%				S/L -		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1						28		
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person.
If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
30 Total business/investment miles driven during the year (**do not** include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **are not** more than 5% owners or related persons

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

Note: *If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles*

Part VI **Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2009 tax year:					
43 Amortization of costs that began before your 2009 tax year				43	
44 **Total.** Add amounts in column (f). See the instructions for where to report				44	

Statement 11

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

ORGANIZATION:	**Jacksonboro Community Center (the "Grantee")**
PROJECT:	**Turner Community Youth Development Initiative (the "Project")**
GRANT ID#:	**201000043**
APPROVED AMOUNT:	**For up to $12,000**
APPROVAL DATE:	**12/22/2009**
GRANT PERIOD:	**12/22/2009 - 12/22/2010**

---

1. Since your organization and Turner Foundation, Inc. are private foundations, we must enter into an Expenditure Responsibility Grant Agreement (the "Agreement").

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2009 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

3. The Grantee agrees none of the funds covered by this Agreement will be used to participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office. The Grantee also agrees none of the funds covered by this Agreement will be used to carry on a voter registration drive.

4. If the Project involves lobbying activities, as defined by the Code, the Grantee represents: 1) this grant is not earmarked for any lobbying activities; and 2) the amount of this grant, together with any other Turner Foundation grants for the same Project and same period, does not exceed the total amount budgeted by the Grantee for non-lobbying activities. If the grant is for more than one year, the preceding sentence applies to each year of the grant with the amount of the grant measured by the amount actually disbursed by the Foundation in each year.

5. The Grantee agrees none of the funds covered by the Agreement will be used to make grants to individuals.

6. In the event the Grantee loses its tax-exempt status, this Agreement will be considered null and void and all unexpended funds will be immediately returned to the Foundation.

7. The Grantee agrees to immediately notify the Foundation, in writing, if: 1) Grantee's federal tax status is revoked or altered; 2) Grantee has reasonable grounds to believe its tax exempt status may be revoked or altered; or 3) Grantee has reason to believe the grant monies cannot be or continue to be expended for charitable, scientific, literary or educational purposes.

8. The Grantee understands there is no commitment by the Foundation to supply any further support to the Grantee. The Foundation considers each request for support on an individual basis, and this grant is not to be construed as establishing a precedent for further support.

9. In order to ensure there is no misunderstanding by the general public regarding the Foundation's involvement with the Project, the Foundation requests the right to, in advance, review and comment on any statements, announcements or releases proposed to be made by Grantee to the press regarding the Foundation's involvement with the Project.

10. The Grantee will cooperate with the Foundation in supplying any additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish the fact that it has observed all requirements of the law with respect to this grant.

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account.

Jacksonboro Community Center Grant 201000043

12. The Foundation may monitor and conduct formal evaluations of the Grantee's general operations supported by this grant. These may include visits from Foundation personnel to observe your projects and programs and review financial and other records and materials connected with activities financed by this grant. The Grantee agrees to keep accurate and complete books and records of receipts and expenditures made using grant funds.

13. Progress Reports are required after each year of grant activity. Your grant period is specified at the top of this Agreement. **Please refer to the attached "Project Support Reporting Requirements" for reporting guidelines.** Please note:

- If the Grantee has received a one-year grant, a Final Report is required within one month of grant end date.
- If the Grantee has received a multi-year grant (i.e., been approved for subsequent years' funding), annual payments are contingent upon yearly progress reports. A Final Report is also required within one month of grant end date.
- Although grant funds need not be physically separated, records of receipts and expenditures under the grant, as well as copies of the report furnished to us, should be kept available for our inspection until five years from date of Agreement.

14. The Grantee is encouraged to submit intermittent updates of activities. These updates should be selective and succinct, while providing a sense of what the organization is accomplishing with the Foundation grant.

15. The Grantee shall indemnify and hold the Foundation, its directors, officers, employees, consultants, representatives and agents harmless from and against all third party claims, liabilities, suits, demands, losses, judgments, fines, penalties, interest, expenses and costs (including, without limitation, reasonable accounting and attorneys' fees and disbursements) which result from any breach of the Grantees' representation or warranties made in relation to this Agreement, or from any breach of the terms of this Agreement, or from any negligent acts or omissions of the Grantee, its directors, officers, employees, consultants, representatives or agents relating to or in any way connected with activities conduct pursuant to this Agreement.

16. This Agreement constitutes the entire understanding of the Foundation and the Grantee with respect to the subject matter, and supersedes all prior agreements and understandings, whether oral or written. This Agreement may not be amended or modified except in writing and signed by the Foundation. This Agreement shall be deemed to be made under, and in all respects shall be interpreted under and governed by, the laws of the State of Georgia.

The undersigned duly authorized officials of the Foundation and Grantee agree to these terms and conditions.

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Jacksonboro Community Center**
Signature: M.V. Finley	Signature: Kenneth E. Anders
By: Michael V. Finley	By: Kenneth E. Anders
Title: President	Title: Director
Date: 1/8/2010	Date: 1/18/2010

PLEASE RETAIN A COPY FOR YOUR RECORDS AND RETURN ALL PAGES OF THE ORIGINAL GRANT AGREEMENT IN THE ENCLOSED ENVELOPE.

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

ORGANIZATION:	**Community Youth Initiative Advisory Board, Inc. (the "Grantee")**
PROJECT:	**Turner Community Youth Development Initiative (the "Project")**
GRANT ID#:	**201000046**
APPROVED AMOUNT:	**For up to $30,000**
APPROVAL DATE:	**12/22/2009**
GRANT PERIOD:	**12/22/2009 - 12/22/2010**

1. Since your organization and Turner Foundation, Inc. are private foundations, we must enter into an Expenditure Responsibility Grant Agreement (the "Agreement").

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2009 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

3. The Grantee agrees none of the funds covered by this Agreement will be used to participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office. The Grantee also agrees none of the funds covered by this Agreement will be used to carry on a voter registration drive.

4. If the Project involves lobbying activities, as defined by the Code, the Grantee represents: 1) this grant is not earmarked for any lobbying activities; and 2) the amount of this grant, together with any other Turner Foundation grants for the same Project and same period, does not exceed the total amount budgeted by the Grantee for non-lobbying activities. If the grant is for more than one year, the preceding sentence applies to each year of the grant with the amount of the grant measured by the amount actually disbursed by the Foundation in each year.

5. The Grantee agrees none of the funds covered by the Agreement will be used to make grants to individuals.

6. In the event the Grantee loses its tax-exempt status, this Agreement will be considered null and void and all unexpended funds will be immediately returned to the Foundation.

7. The Grantee agrees to immediately notify the Foundation, in writing, if: 1) Grantee's federal tax status is revoked or altered; 2) Grantee has reasonable grounds to believe its tax exempt status may be revoked or altered; or 3) Grantee has reason to believe the grant monies cannot be or continue to be expended for charitable, scientific, literary or educational purposes.

8. The Grantee understands there is no commitment by the Foundation to supply any further support to the Grantee. The Foundation considers each request for support on an individual basis, and this grant is not to be construed as establishing a precedent for further support.

9. In order to ensure there is no misunderstanding by the general public regarding the Foundation's involvement with the Project, the Foundation requests the right to, in advance, review and comment on any statements, announcements or releases proposed to be made by Grantee to the press regarding the Foundation's involvement with the Project.

10. The Grantee will cooperate with the Foundation in supplying any additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish the fact that it has observed all requirements of the law with respect to this grant.

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account.

Community Youth Int Advisory Bd. Grant 201000046

12. The Foundation may monitor and conduct formal evaluations of the Grantee's general operations supported by this grant. These may include visits from Foundation personnel to observe your projects and programs and review financial and other records and materials connected with activities financed by this grant. The Grantee agrees to keep accurate and complete books and records of receipts and expenditures made using grant funds.

13. Progress Reports are required after each year of grant activity. Your grant period is specified at the top of this Agreement. **Please refer to the attached "Project Support Reporting Requirements" for reporting guidelines.** Please note:

- If the Grantee has received a one-year grant, a Final Report is required within one month of grant end date.
- If the Grantee has received a multi-year grant (i.e., been approved for subsequent years' funding), annual payments are contingent upon yearly progress reports. A Final Report is also required within one month of grant end date.
- Although grant funds need not be physically separated, records of receipts and expenditures under the grant, as well as copies of the report furnished to us, should be kept available for our inspection until five years from date of Agreement.

14. The Grantee is encouraged to submit intermittent updates of activities. These updates should be selective and succinct, while providing a sense of what the organization is accomplishing with the Foundation grant.

15. The Grantee shall indemnify and hold the Foundation, its directors, officers, employees, consultants, representatives and agents harmless from and against all third party claims, liabilities, suits, demands, losses, judgments, fines, penalties, interest, expenses and costs (including, without limitation, reasonable accounting and attorneys' fees and disbursements) which result from any breach of the Grantees' representation or warranties made in relation to this Agreement, or from any breach of the terms of this Agreement, or from any negligent acts or omissions of the Grantee, its directors, officers, employees, consultants, representatives or agents relating to or in any way connected with activities conduct pursuant to this Agreement.

16. This Agreement constitutes the entire understanding of the Foundation and the Grantee with respect to the subject matter, and supersedes all prior agreements and understandings, whether oral or written. This Agreement may not be amended or modified except in writing and signed by the Foundation. This Agreement shall be deemed to be made under, and in all respects shall be interpreted under and governed by, the laws of the State of Georgia.

The undersigned duly authorized officials of the Foundation and Grantee agree to these terms and conditions.

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Community Youth Initiative Advisory Board, Inc.**
Signature: MV Finley	Signature: Ria Lengar
By: Michael V. Finley	By: Ria Lengar
Title: President	Title: Treasurer
Date: 1/8/2010	Date: 1/25/2010

PLEASE RETAIN A COPY FOR YOUR RECORDS AND RETURN ALL PAGES OF THE ORIGINAL GRANT AGREEMENT IN THE ENCLOSED ENVELOPE.

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

ORGANIZATION:	**Raton Recreation & Education Council (the "Grantee")**
PROJECT:	**Turner Community Youth Development Initiative (the "Project")**
GRANT ID#:	**201000039**
APPROVED AMOUNT:	**For up to $40,000**
APPROVAL DATE:	**12/22/2009**
GRANT PERIOD:	**12/22/2009 - 12/22/2010**

1. Since your organization and Turner Foundation, Inc. are private foundations, we must enter into an Expenditure Responsibility Grant Agreement (the "Agreement").

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2009 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

3. The Grantee agrees none of the funds covered by this Agreement will be used to participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office. The Grantee also agrees none of the funds covered by this Agreement will be used to carry on a voter registration drive.

4. If the Project involves lobbying activities, as defined by the Code, the Grantee represents: 1) this grant is not earmarked for any lobbying activities; and 2) the amount of this grant, together with any other Turner Foundation grants for the same Project and same period, does not exceed the total amount budgeted by the Grantee for non-lobbying activities. If the grant is for more than one year, the preceding sentence applies to each year of the grant with the amount of the grant measured by the amount actually disbursed by the Foundation in each year.

5. The Grantee agrees none of the funds covered by the Agreement will be used to make grants to individuals.

6. In the event the Grantee loses its tax-exempt status, this Agreement will be considered null and void and all unexpended funds will be immediately returned to the Foundation.

7. The Grantee agrees to immediately notify the Foundation, in writing, if: 1) Grantee's federal tax status is revoked or altered; 2) Grantee has reasonable grounds to believe its tax exempt status may be revoked or altered; or 3) Grantee has reason to believe the grant monies cannot be or continue to be expended for charitable, scientific, literary or educational purposes.

8. The Grantee understands there is no commitment by the Foundation to supply any further support to the Grantee. The Foundation considers each request for support on an individual basis, and this grant is not to be construed as establishing a precedent for further support.

9. In order to ensure there is no misunderstanding by the general public regarding the Foundation's involvement with the Project, the Foundation requests the right to, in advance, review and comment on any statements, announcements or releases proposed to be made by Grantee to the press regarding the Foundation's involvement with the Project.

10. The Grantee will cooperate with the Foundation in supplying any additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish the fact that it has observed all requirements of the law with respect to this grant.

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account.

Raton Recreation & Education Concil Grant 201000039

12. The Foundation may monitor and conduct formal evaluations of the Grantee's general operations supported by this grant. These may include visits from Foundation personnel to observe your projects and programs and review financial and other records and materials connected with activities financed by this grant. The Grantee agrees to keep accurate and complete books and records of receipts and expenditures made using grant funds.

13. Progress Reports are required after each year of grant activity. Your grant period is specified at the top of this Agreement. **Please refer to the attached "Project Support Reporting Requirements" for reporting guidelines.** Please note:

    - If the Grantee has received a one-year grant, a Final Report is required within one month of grant end date.
    - If the Grantee has received a multi-year grant (i.e., been approved for subsequent years' funding), annual payments are contingent upon yearly progress reports. A Final Report is also required within one month of grant end date.
    - Although grant funds need not be physically separated, records of receipts and expenditures under the grant, as well as copies of the report furnished to us, should be kept available for our inspection until five years from date of Agreement.

14. The Grantee is encouraged to submit intermittent updates of activities. These updates should be selective and succinct, while providing a sense of what the organization is accomplishing with the Foundation grant.

15. The Grantee shall indemnify and hold the Foundation, its directors, officers, employees, consultants, representatives and agents harmless from and against all third party claims, liabilities, suits, demands, losses, judgments, fines, penalties, interest, expenses and costs (including, without limitation, reasonable accounting and attorneys' fees and disbursements) which result from any breach of the Grantees' representation or warranties made in relation to this Agreement, or from any breach of the terms of this Agreement, or from any negligent acts or omissions of the Grantee, its directors, officers, employees, consultants, representatives or agents relating to or in any way connected with activities conduct pursuant to this Agreement.

16. This Agreement constitutes the entire understanding of the Foundation and the Grantee with respect to the subject matter, and supersedes all prior agreements and understandings, whether oral or written. This Agreement may not be amended or modified except in writing and signed by the Foundation. This Agreement shall be deemed to be made under, and in all respects shall be interpreted under and governed by, the laws of the State of Georgia.

The undersigned duly authorized officials of the Foundation and Grantee agree to these terms and conditions.

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Raton Recreation & Education Council**
Signature: M.V. Finley	Signature: DV
By: Michael V. Finley	By: DIANE L. VALDEZ
Title: President	Title: PROGRAM DIRECTOR
Date: 1/8/2010	Date: 1-15-2010

PLEASE RETAIN A COPY FOR YOUR RECORDS AND RETURN ALL PAGES OF THE ORIGINAL GRANT AGREEMENT IN THE ENCLOSED ENVELOPE.

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

ORGANIZATION:	**Bozeman Youth Initiative (the "Grantee")**
PROJECT:	**Turner Community Youth Development Initiative (the "Project")**
GRANT ID#:	**201000045**
APPROVED AMOUNT:	**For up to $60,000**
APPROVAL DATE:	**12/22/2009**
GRANT PERIOD:	**12/22/2009 - 12/22/2010**

1. Since your organization and Turner Foundation, Inc. are private foundations, we must enter into an Expenditure Responsibility Grant Agreement (the "Agreement").

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2009 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

3. The Grantee agrees none of the funds covered by this Agreement will be used to participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office. The Grantee also agrees none of the funds covered by this Agreement will be used to carry on a voter registration drive.

4. If the Project involves lobbying activities, as defined by the Code, the Grantee represents: 1) this grant is not earmarked for any lobbying activities; and 2) the amount of this grant, together with any other Turner Foundation grants for the same Project and same period, does not exceed the total amount budgeted by the Grantee for non-lobbying activities. If the grant is for more than one year, the preceding sentence applies to each year of the grant with the amount of the grant measured by the amount actually disbursed by the Foundation in each year.

5. The Grantee agrees none of the funds covered by the Agreement will be used to make grants to individuals.

6. In the event the Grantee loses its tax-exempt status, this Agreement will be considered null and void and all unexpended funds will be immediately returned to the Foundation.

7. The Grantee agrees to immediately notify the Foundation, in writing, if: 1) Grantee's federal tax status is revoked or altered; 2) Grantee has reasonable grounds to believe its tax exempt status may be revoked or altered; or 3) Grantee has reason to believe the grant monies cannot be or continue to be expended for charitable, scientific, literary or educational purposes.

8. The Grantee understands there is no commitment by the Foundation to supply any further support to the Grantee. The Foundation considers each request for support on an individual basis, and this grant is not to be construed as establishing a precedent for further support.

9. In order to ensure there is no misunderstanding by the general public regarding the Foundation's involvement with the Project, the Foundation requests the right to, in advance, review and comment on any statements, announcements or releases proposed to be made by Grantee to the press regarding the Foundation's involvement with the Project.

10. The Grantee will cooperate with the Foundation in supplying any additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish the fact that it has observed all requirements of the law with respect to this grant.

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account.

BOZEMAN YOUTH - INITIATIVE GRANT 201000045

12. The Foundation may monitor and conduct formal evaluations of the Grantee's general operations supported by this grant. These may include visits from Foundation personnel to observe your projects and programs and review financial and other records and materials connected with activities financed by this grant. The Grantee agrees to keep accurate and complete books and records of receipts and expenditures made using grant funds.

13. Progress Reports are required after each year of grant activity. Your grant period is specified at the top of this Agreement. **Please refer to the attached "Project Support Reporting Requirements" for reporting guidelines.** Please note:

    - If the Grantee has received a one-year grant, a Final Report is required within one month of grant end date.
    - If the Grantee has received a multi-year grant (i.e., been approved for subsequent years' funding), annual payments are contingent upon yearly progress reports. A Final Report is also required within one month of grant end date.
    - Although grant funds need not be physically separated, records of receipts and expenditures under the grant, as well as copies of the report furnished to us, should be kept available for our inspection until five years from date of Agreement.

14. The Grantee is encouraged to submit intermittent updates of activities. These updates should be selective and succinct, while providing a sense of what the organization is accomplishing with the Foundation grant.

15. The Grantee shall indemnify and hold the Foundation, its directors, officers, employees, consultants, representatives and agents harmless from and against all third party claims, liabilities, suits, demands, losses, judgments, fines, penalties, interest, expenses and costs (including, without limitation, reasonable accounting and attorneys' fees and disbursements) which result from any breach of the Grantees' representation or warranties made in relation to this Agreement, or from any breach of the terms of this Agreement, or from any negligent acts or omissions of the Grantee, its directors, officers, employees, consultants, representatives or agents relating to or in any way connected with activities conduct pursuant to this Agreement.

16. This Agreement constitutes the entire understanding of the Foundation and the Grantee with respect to the subject matter, and supersedes all prior agreements and understandings, whether oral or written. This Agreement may not be amended or modified except in writing and signed by the Foundation. This Agreement shall be deemed to be made under, and in all respects shall be interpreted under and governed by, the laws of the State of Georgia.

The undersigned duly authorized officials of the Foundation and Grantee agree to these terms and conditions.

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Bozeman Youth Initiative**
Signature: [signature]	Signature: [signature]
By: Michael V. Finley	By: Greg Owens
Title: President	Title: Executive Director
Date: 1/8/2010	Date: 1/28/10

PLEASE RETAIN A COPY FOR YOUR RECORDS AND RETURN ALL PAGES OF THE ORIGINAL GRANT AGREEMENT IN THE ENCLOSED ENVELOPE.

T RNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

ORGANIZATION:	**National Restaurant Association (the "Grantee")**
PROJECT:	**Conserve Sustainability Initiative (the "Project")**
GRANT ID#:	**201000059**
APPROVED AMOUNT:	**For up to $180,000**
APPROVAL DATE:	**12/22/2009**
GRANT PERIOD:	**12/22/2009 - 12/22/2010**

1. Since your organization and Turner Foundation, Inc. are not for profit trade association and a private foundation, we must enter into an Expenditure Responsibility Grant Agreement (the "Agreement").

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2009 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

3. The Grantee agrees none of the funds covered by this Agreement will be used to participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office. The Grantee also agrees none of the funds covered by this Agreement will be used to carry on a voter registration drive.

4. If the Project involves lobbying activities, as defined by the Code, the Grantee represents: 1) this grant is not earmarked for any lobbying activities; and 2) the amount of this grant, together with any other Turner Foundation grants for the same Project and same period, does not exceed the total amount budgeted by the Grantee for non-lobbying activities. If the grant is for more than one year, the preceding sentence applies to each year of the grant with the amount of the grant measured by the amount actually disbursed by the Foundation in each year.

5. The Grantee agrees none of the funds covered by the Agreement will be used to make grants to individuals.

6. In the event the Grantee loses its tax-exempt status, this Agreement will be considered null and void and all unexpended funds will be immediately returned to the Foundation.

7. The Grantee agrees to immediately notify the Foundation, in writing, if: 1) Grantee's federal tax status is revoked or altered; 2) Grantee has reasonable grounds to believe its tax exempt status may be revoked or altered; or 3) Grantee has reason to believe the grant monies cannot be or continue to be expended for charitable, scientific, literary or educational purposes.

8. The Grantee understands there is no commitment by the Foundation to supply any further support to the Grantee. The Foundation considers each request for support on an individual basis, and this grant is not to be construed as establishing a precedent for further support.

9. In order to ensure there is no misunderstanding by the general public regarding the Foundation's involvement with the Project, the Foundation requests the right to, in advance, review and comment on any statements, announcements or releases proposed to be made by Grantee to the press regarding the Foundation's involvement with the Project.

10. The Grantee will cooperate with the Foundation in supplying any additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish the fact that it has observed all requirements of the law with respect to this grant.

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account.

NRA GRANT 201000059

12. The Foundation may monitor and conduct formal evaluations of the Grantee's general operations supported by this grant. These may include visits from Foundation personnel to observe your projects and programs and review financial and other records and materials connected with activities financed by this grant. The Grantee agrees to keep accurate and complete books and records of receipts and expenditures made using grant funds.

13. Progress Reports are required after each year of grant activity. Your grant period is specified at the top of this Agreement. **Please refer to the attached "Project Support Reporting Requirements" for reporting guidelines.** Please note:

   - If the Grantee has received a one-year grant, a Final Report is required within one month of grant end date.
   - If the Grantee has received a multi-year grant (i.e., been approved for subsequent years' funding), annual payments are contingent upon yearly progress reports. A Final Report is also required within one month of grant end date.
   - Although grant funds need not be physically separated, records of receipts and expenditures under the grant, as well as copies of the report furnished to us, should be kept available for our inspection until five years from date of Agreement.

14. The Grantee is encouraged to submit intermittent updates of activities. These updates should be selective and succinct, while providing a sense of what the organization is accomplishing with the Foundation grant.

15. The Grantee shall indemnify and hold the Foundation, its directors, officers, employees, consultants, representatives and agents harmless from and against all third party claims, liabilities, suits, demands, losses, judgments, fines, penalties, interest, expenses and costs (including, without limitation, reasonable accounting and attorneys' fees and disbursements) which result from any breach of the Grantees' representation or warranties made in relation to this Agreement, or from any breach of the terms of this Agreement, or from any negligent acts or omissions of the Grantee, its directors, officers, employees, consultants, representatives or agents relating to or in any way connected with activities conduct pursuant to this Agreement.

16. This Agreement constitutes the entire understanding of the Foundation and the Grantee with respect to the subject matter, and supersedes all prior agreements and understandings, whether oral or written. This Agreement may not be amended or modified except in writing and signed by the Foundation. This Agreement shall be deemed to be made under, and in all respects shall be interpreted under and governed by, the laws of the State of Georgia.

The undersigned duly authorized officials of the Foundation and Grantee agree to these terms and conditions.

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**National Restaurant Association**
Signature: MV Finley	Signature: Dawn Sweeney
By: Michael V. Finley	By: Dawn Sweeney
Title: President	Title: President
Date: 1/8/2010	Date: 1-26-10

PLEASE RETAIN A COPY FOR YOUR RECORDS AND RETURN ALL PAGES OF THE ORIGINAL GRANT AGREEMENT IN THE ENCLOSED ENVELOPE.

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
GENERAL SUPPORT GRANT AGREEMENT

ORGANIZATION:	**Turner Endangered Species Fund, Inc. (the "Grantee")**
GRANT ID#:	**201000028**
APPROVED AMOUNT:	**For up to $484,250**
APPROVAL DATE:	**12/22/2009**
GRANT PERIOD:	**12/22/2009 - 12/22/2010**

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1. Since your organization and Turner Foundation, Inc. are private foundations, we must enter into an Expenditure Responsibility Grant Agreement (the "Agreement").

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the general support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2009 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

3. The Grantee agrees none of the funds covered by this Agreement will be used to participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office. Additionally, the Grantee agrees none of the funds covered by this Agreement will be used to carry on a voter registration drive.

4. The Grantee agrees none of the funds covered by the Agreement will be used to influence legislation or conduct any lobbying activities, as defined by the Code.

5. The Grantee agrees none of the funds covered by the Agreement will be used to make grants to individuals.

6. In the event the Grantee loses its tax-exempt status, this Agreement will be considered null and void and all unexpended funds will be immediately returned to the Foundation.

7. The Grantee agrees to immediately notify the Foundation, in writing, if: 1) Grantee's federal tax status is revoked or altered; 2) Grantee has reasonable grounds to believe its tax exempt status may be revoked or altered; or 3) Grantee has reason to believe the grant monies cannot be or continue to be expended for charitable, scientific, literary or educational purposes.

8. The Grantee understands there is no commitment by the Foundation to supply any further support to the Grantee. The Foundation considers each request for support on an individual basis, and this grant is not to be construed as establishing a precedent for further support.

9. The Grantee will cooperate with the Foundation in supplying any additional information or in complying with any procedures which might be required by any governmental agency, in order for the Foundation to establish the fact that it has observed all requirements of the law with respect to this grant.

10. The Foundation may monitor and conduct formal evaluations of the Grantee's general operations supported by this grant. These may include visits from Foundation personnel to observe your projects and programs and review financial and other records and materials connected with activities financed by this grant. The Grantee agrees to keep accurate and complete books and records of receipts and expenditures made using grant funds.

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account.

TESF GRANT 201000028

12. Progress Reports are required after each year of grant activity. Your grant period is specified at the top of this Agreement. **Please refer to the attached "General Support Reporting Requirements" for reporting guidelines.** Please note:
    - If the Grantee has received a one-year grant, a Final Report is required within one month of grant end date.
    - If the Grantee has received a multi-year grant (i.e., been approved for subsequent years' funding), annual payments are contingent upon yearly progress reports. A Final Report is also required within one month of grant end date.
    - Although grant funds need not be physically separated, records of receipts and expenditures under the grant, as well as copies of the report furnished to us, should be kept available for our inspection until five years from date of Agreement.

13. The Grantee is encouraged to submit intermittent updates of activities. These updates should be selective and succinct, while providing a sense of what the organization is accomplishing with the Foundation grant.

14. The Grantee shall indemnify and hold the Foundation, its directors, officers, employees, consultants, representatives and agents harmless from and against all third party claims, liabilities, suits, demands, losses, judgments, fines, penalties, interest, expenses and costs (including, without limitation, reasonable accounting and attorneys' fees and disbursements) which result from any breach of the Grantees' representation or warranties made in relation to this Agreement, or from any breach of the terms of this Agreement, or from any negligent acts or omissions of the Grantee, its directors, officers, employees, consultants, representatives or agents relating to or in any way connected with activities conduct pursuant to this Agreement.

15. This Agreement constitutes the entire understanding of the Foundation and the Grantee with respect to the subject matter, and supersedes all prior agreements and understandings, whether oral or written. This Agreement may not be amended or modified except in writing and signed by the Foundation. This Agreement shall be deemed to be made under, and in all respects shall be interpreted under and governed by, the laws of the State of Georgia.

The undersigned duly authorized officials of the Foundation and Grantee agree to these terms and conditions.

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Turner Endangered Species Fund, Inc.**
Signature: MV Finley	Signature: Mike Phillips
By: Michael V. Finley	By: MIKE PHILLIPS
Title: President	Title: EXECUTIVE DIRECTOR
Date: 1/21/~~09~~10	Date: 2-3-10

PLEASE RETAIN A COPY FOR YOUR RECORDS AND RETURN ALL PAGES OF THE ORIGINAL GRANT AGREEMENT IN THE ENCLOSED ENVELOPE.

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

ORGANIZATION:	**Georgia Restaurant Council, Inc. (the "Grantee")**
PROJECT:	**Zero Waste Zone (the "Project")**
GRANT ID#:	**200900131**
APPROVED AMOUNT:	**For up to $10,000**
APPROVAL DATE:	**7/17/2009**
GRANT PERIOD:	**7/17/2009 - 7/17/2010**

1. Since your organization and Turner Foundation, Inc. are a not for profit trade association and a private foundation, we must enter into an Expenditure Responsibility Grant Agreement (the "Agreement").

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 7/17/2009 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

3. The Grantee agrees none of the funds covered by this Agreement will be used to participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office. The Grantee also agrees none of the funds covered by this Agreement will be used to carry on a voter registration drive.

4. If the Project involves lobbying activities, as defined by the Code, the Grantee represents: 1) this grant is not earmarked for any lobbying activities; and 2) the amount of this grant, together with any other Turner Foundation grants for the same Project and same period, does not exceed the total amount budgeted by the Grantee for non-lobbying activities. If the grant is for more than one year, the preceding sentence applies to each year of the grant with the amount of the grant measured by the amount actually disbursed by the Foundation in each year.

5. The Grantee agrees none of the funds covered by the Agreement will be used to make grants to individuals.

6. In the event the Grantee loses its tax-exempt status, this Agreement will be considered null and void and all unexpended funds will be immediately returned to the Foundation.

7. The Grantee agrees to immediately notify the Foundation, in writing, if: 1) Grantee's federal tax status is revoked or altered; 2) Grantee has reasonable grounds to believe its tax-exempt status may be revoked or altered; or 3) Grantee has reason to believe the grant monies cannot be or continue to be expended for charitable, scientific, literary or educational purposes.

8. The Grantee understands there is no commitment by the Foundation to supply any further support to the Grantee. The Foundation considers each request for support on an individual basis, and this grant is not to be construed as establishing a precedent for further support.

9. In order to ensure there is no misunderstanding by the general public regarding the Foundation's involvement with the Project, the Foundation requests the right to, in advance, review and comment on any statements, announcements or releases proposed to be made by Grantee to the press regarding the Foundation's involvement with the Project.

10. The Grantee will cooperate with the Foundation in supplying any additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish the fact that it has observed all requirements of the law with respect to this grant.

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account.

Georgia Restaurant Council Grant 200900131

12. The Foundation may monitor and conduct formal evaluations of the Grantee's general operations supported by this grant. These may include visits from Foundation personnel to observe your projects and programs and review financial and other records and materials connected with activities financed by this grant. The Grantee agrees to keep accurate and complete books and records of receipts and expenditures made using grant funds.

13. Progress Reports are required after each year of grant activity. Your grant period is specified at the top of this Agreement. **Please refer to the attached "Project Support Reporting Requirements" for reporting guidelines.** Please note:

    - If the Grantee has received a one-year grant, a Final Report is required within one month of grant end date.
    - If the Grantee has received a multi-year grant (i.e., been approved for subsequent years' funding), annual payments are contingent upon yearly progress reports. A Final Report is also required within one month of grant end date.
    - Although grant funds need not be physically separated, records of receipts and expenditures under the grant, as well as copies of the report furnished to us, should be kept available for our inspection until five years from date of Agreement.

14. The Grantee is encouraged to submit intermittent updates of activities. These updates should be selective and succinct, while providing a sense of what the organization is accomplishing with the Foundation grant.

15. The Grantee shall indemnify and hold the Foundation, its directors, officers, employees, consultants, representatives and agents harmless from and against all third party claims, liabilities, suits, demands, losses, judgments, fines, penalties, interest, expenses and costs (including, without limitation, reasonable accounting and attorneys' fees and disbursements) which result from any breach of the Grantees' representation or warranties made in relation to this Agreement, or from any breach of the terms of this Agreement, or from any negligent acts or omissions of the Grantee, its directors, officers, employees, consultants, representatives or agents relating to or in any way connected with activities conduct pursuant to this Agreement.

16. This Agreement constitutes the entire understanding of the Foundation and the Grantee with respect to the subject matter, and supersedes all prior agreements and understandings, whether oral or written. This Agreement may not be amended or modified except in writing and signed by the Foundation. This Agreement shall be deemed to be made under, and in all respects shall be interpreted under and governed by, the laws of the State of Georgia.

The undersigned duly authorized officials of the Foundation and Grantee agree to these terms and conditions.

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Georgia Restaurant Council, Inc.**
Signature: M V Finley	Signature: Ronald A Wolff
By: Michael V. Finley	By: Ronald A. Wolff
Title: President	Title: CEO
Date: 8/19/09	Date: 8/19/09

PLEASE RETAIN A COPY FOR YOUR RECORDS AND RETURN ALL PAGES OF THE ORIGINAL GRANT AGREEMENT IN THE ENCLOSED ENVELOPE.

Statement 13

TURNER FOUNDATION, INC.
EIN 58-1924590
2009 GRANTS PAID

Name	Address	Amount
Alaska Conservation Foundation	441 West 5th Ave, Ste 402 Anchorage, AK 99501	$ 30,000
Alaska Wilderness League	122 C St. NW Suite 240 Washington, DC 20001	40,000
Alder Volunteer Fire Department	PO Box 102 Alder, MT 59710	10,000
Alfred B Maclay Jr Private Day School	3737 North Meridian Rd Tallahassee, FL 32312	5,000
Alliance for Water Efficiency	PO Box 804127 Chicago, IL 60680	50,000
American Bird Conservancy	PO Box 249 The Plains, VA 20198	25,000
American Cancer Society	1455 N Jefferson St. Monticello, FL 32344	1,000
American Lung Association	1150 18th St. NW Suite 900 Washington, D C 20036	60,000
American Museum of the Moving Image	162 West 56th St Suite 405 New York, NY 10019	5,000
American Rivers, Inc	1101 14th St NW Suite 1400 Washington, DC 20005	40,000
American University	4400 Massachusetts Ave NW, Washington, DC 20016-8017	5,000
American University	4400 Massachusetts Ave NW, Washington, DC 20016-8017	5,000
American Wildlands	312 E Main Suite 418 Bozeman, MT 58715	30,000
Amigos Bravos, Inc	PO Box 238 Taos, NM 87571	40,000
Andrew J Young Foundation, Inc	260 14th St, NW Atlanta, GA 30318	1,000
AOPA Foundation, Inc	421 Aviation Way Frederick, MD 21701	10,000
Apalachicola Bay & Riverkeeper, Inc	P O Box 8 Apalachicola, FL 32329	25,000
Aperture Foundation, Inc	547 West 27th Street 4th Floor New York, NY 10001	10,000
Aperture Foundation, Inc	547 West 27th Street 4th Floor New York, NY 10001	20,000
Arch Foundation for the University of GA	140 E Green St Athens, GA 30602	3,000
Arch Foundation for the University of GA	140 E Green St Athens, GA 30602	1,000
Atlanta Ballet, Inc	1400 West Peachtree St, NW Atlanta, GA 30309	5,000
Atlanta Ballet, Inc	1400 West Peachtree St, NW Atlanta, GA 30309	2,500
Atlanta Ballet, Inc	1400 West Peachtree St, NW Atlanta, GA 30309	5,000
Atlanta Ballet, Inc	1400 West Peachtree St, NW Atlanta, GA 30309	1,250
Atlanta Ballet, Inc	1400 West Peachtree St, NW Atlanta, GA 30309	1,500
Atlanta Ballet, Inc	1400 West Peachtree St, NW Atlanta, GA 30309	1,000
Atlanta Education Fund, Inc	250 Williams St Suite 2115 Atlanta, GA 30303	2,500
Atlanta Hawks Foundation, Inc	101 Marietta St, Suite 1900, Atlanta, GA 30303	10,000
Atlanta Historical Society, Inc	130 West Paces Ferry Rd Atlanta, GA 30305	2,000
Atlanta Humane Society	981 Howell Mill Rd NW Atlanta, GA 30318	500
Atlanta International School, Inc	2890 North Fulton Dr Atlanta, GA 30305	5,000
Atlanta International School, Inc	2890 North Fulton Dr Atlanta, GA 30305	1,200
Atlanta International School, Inc	2890 North Fulton Dr Atlanta, GA 30305	1,000
Atlanta International School, Inc	2890 North Fulton Dr Atlanta, GA 30305	10,000
Atlanta Opera	1575 Northside Dr NW Bldg 300, Ste 350 Atlanta, GA 30318	1,500
Atlanta-Fulton County Zoo, Inc	800 Cherokee Ave Atlanta, GA 30315	5,000
Audubon South Carolina	336 Sanctuary Road Harleyville, SC 29448	15,000
Awesome Ladies of Distinction	2100 Woodmere Blvd Ste 100 Harvey, LA 70058	500
Baptist Healthcare System, Inc	1740 Nicholasville Rd Lexington, KY 40503	500
Better World Fund	1800 Massachusetts Ave NW Suite 400 Washington, DC 20036	250,000
Better World Fund	1800 Massachusetts Ave NW Suite 400 Washington, DC 20036	238,232
Big Sur Arts Initiative, Inc	PO Box 204 Big Sur, CA 93920	20,000
Bluegrass Conservancy, Inc	380 South Mill St, Suite 205 Lexington, KY 40508	1,000
Bluegrass Conservancy, Inc	380 South Mill St, Suite 205 Lexington, KY 40508	1,500
Boy Scouts of America	1025 Sam Rittenberg Blvd Charleston, SC 29407	5,000
Boys & Girls Clubs of Lowcountry, Inc	17 B Marshellen Dr Beaufort, SC 29902	30,000
Bozeman Deaconess Foundation for Gifting	931 Highland Blvd Suite 3200 Bozeman, MT 59715	5,000
Bozeman Youth Initiative	19 North 10th St. Suite 6 Bozeman, MT 59715	60,000
Broadwater County Social Services Com	201 N Spruce Street Townsend, MT 59644	10,000
Business Executives for National Security	1717 Pennsylvania Ave, Ste 350 Washington, DC 20006	10,000
Campaign for America's Wilderness	679 East Second Ave Unit 1 Durango, CO 81301	40,000
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	2,995
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	1,000
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	200,000
Cashiers Historical Society, Inc	PO Box 104 Cashiers, NC 28717-0104	500
Center for Climate Strategies	1899 L Street NW Suite 900 Washington, DC 20036	60,000
Center For Health, Environment & Justice	PO Box 6806 Falls Church, VA 22040	60,000
Center for Independent Documentary, Inc	680 South Main St Sharon, MA 02067	5,000
Ceres, Inc.	99 Chauncy St. Boston, MA 02111-1703	50,000

Charis Circle, Inc	1189 Euclid Ave, NE Atlanta, GA 30307	200
Charis Circle, Inc	1189 Euclid Ave, NE Atlanta, GA 30307	300
Charis Circle, Inc	1189 Euclid Ave, NE Atlanta, GA 30307	1,000
Charleston Community Sailing, Inc	PO Box 21811 Charleston, SC 29413	1,000
Charleston Community Sailing, Inc	PO Box 21811 Charleston, SC 29413	5,000
Charleston Community Sailing, Inc	PO Box 21811 Charleston, SC 29413	2,000
Chattahoochee Nature Center, Inc	9135 Willeo Road Roswell, GA 30075	2,500
Chattahoochee Nature Center, Inc	9135 Willeo Road Roswell, GA 30075	2,500
Chattahoochee Nature Center, Inc	9135 Willeo Road Roswell, GA 30075	1,000
Chattahoochee Nature Center, Inc	9135 Willeo Road Roswell, GA 30075	10,000
Chattahoochee Nature Center, Inc	9135 Willeo Road Roswell, GA 30075	10,000
Chayil, Inc	3645 Marketplace Blvd Suite 130-267 East Point, GA 30344	500
Children's Healthcare of Atlanta Foundation	1687 Tullie Circle NE Atlanta, GA 30329	500
Children's Healthcare of Atlanta Foundation	1687 Tullie Circle NE Atlanta, GA 30329	2,000
Christian Appalachian Project, Inc	2610 Palumbo Dr Lexington, KY 40509	300
Cimarron Public Schools	125 N Collison Avenue Cimarron, NM 87714	15,000
City of Gordon	PO Box 310 Gordon, NE 69343	16,000
Clean Air Cool Planet, Inc	100 Market St Suite 204 Portsmouth, NH 03801	2,500
Colorado Conservation Trust	1551 Ogden St Denver, CO 80218	5,000
Common Cause Education Fund	155 Avenue of the Americas 4th Floor New York, NY 10013	25,000
Community Action Agency of Southern New Mexico	320 E Wyatt Dr Las Cruces, NM 88001	4,200
Community Action Agency of Southern New Mexico	320 E Wyatt Dr Las Cruces, NM 88001	8,400
Community Foundation for Greater Atlanta	50 Hurt Plaza Suite 449 Atlanta, GA 30303	500
Community Foundation for Greater Atlanta	50 Hurt Plaza Suite 449 Atlanta, GA 30303	2,500
Community Foundation for Greater Atlanta	50 Hurt Plaza Suite 449 Atlanta, GA 30303	1,000
Community Foundation for Greater Atlanta	50 Hurt Plaza Suite 449 Atlanta, GA 30303	2,500
Community Foundation for Greater Atlanta	50 Hurt Plaza Suite 449 Atlanta, GA 30303	500
Community Youth Initiative Advisory Board	PO Box 228 Dillon, MT 59725	30,000
Conservation Fund	1655 N Fort Meyer Dr Suite 1300 Arlington, VA 22209	1,000
Conservation Fund	4500 Hugh Howell Rd, Ste 470 Tucker, GA 30084	110,000
Consumer Federation of America, Inc	1620 Eye St, NW #200 Washington, DC 20006	50,000
Coptic Orthodox Patriarchate Diocese	PO Box 1005 Colleyville, TX 76034	5,000
Corporation of Mercer University	1400 Coleman Ave Macon, GA 31207	1,000
Creating Pride Atlanta, Inc	100 Edgewood Avenue Suite 100 Atlanta, GA 30303	1,000
Creating Pride Atlanta, Inc	100 Edgewood Avenue Suite 100 Atlanta, GA 30303	2,000
CURE Childhood Cancer, Inc	1835 Savoy Dr Suite 102 Atlanta, GA 30341	500
Cuyin Manzano Community	Argentina	80
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	1,700
Defenders of Wildlife, Inc.	1130 17th St NW Washington, DC 20036	1,700
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	1,700
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	2,610
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	1,700
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	1,700
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	1,700
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	35,000
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	75,000
DeKalb County Partners in Education Fdn	1701 Mt Industrial Blvd Stone Mountain, GA 30083	2,500
Dian Fossey Gorilla Fund	800 Cherokee Ave SE Atlanta, GA 30315	1,000
Dian Fossey Gorilla Fund	800 Cherokee Ave SE Atlanta, GA 30315	10,000
DKMS Americas	33 E 33rd St Suite 501 New York, NY 10016	500
Ducks Unlimited	6753 Thomasville Rd PMB 214, Tallahassee, FL 32312	5,000
Ducks Unlimited	2525 River Road Bismarck, ND 58503	60,000
Duke University	Box 90271 Durham, NC 27708	2,500
Earth Council Foundation - US	1220 Rosecrans St Suite 418 San Diego, CA 92106	5,000
Earth Island Institute, Inc	2150 Allston Way Suite 460 Berkley, CA 94704	2,500
Earth Share	7735 Old Georgetown Rd, Ste 900 Bethesda, MD 20814	30,000
Emory University	571 South Kilgo Circle Atlanta, GA 30322	1,500
Emory University School of Law	1301 Clifton Rd Atlanta, GA 30322	50,000
Emory University School of Law	1301 Clifton Rd Atlanta, GA 30322	20,000
Emory University School of Law	1301 Clifton Rd Atlanta, GA 30322	50,000
Emory University School of Law	1301 Clifton Rd Atlanta, GA 30322	10,000
Emory University-Office of Gifts & Record	1762 Clifton Rd Atlanta, GA 30322-1710	3,500
Environment News Trust	256 Wagon Train Drive Antonito, CO 81120	29,450
Environment News Trust	256 Wagon Train Drive Antonito, CO 81120	29,450
Environment News Trust	256 Wagon Train Drive Antonito, CO 81120	50,000
Environmental Defense	4000 Westchase Blvd Suite 510 Raleigh, NC 27607	100,000
Environmental Fund for Georgia, Inc	1447 Peachtree Street Suite 214, Atlanta GA 30309	1,000
Environmental Fund for Georgia, Inc	1447 Peachtree Street Suite 214 Atlanta, GA 30309	10,000
Environmental Media Association, Inc	5979 W 3rd St Suite 204 Los Angeles, CA 90036	10,000
Environmental Working Group	1436 U Street NW Suite 100 Washington, DC 20009	620

Environmental Working Group	1436 U Street NW Suite 100 Washington, DC 20009	620
Environmental Working Group	1436 U Street NW Suite 100 Washington, DC 20009	85,000
Eyak Preservation Council	PO Box 460 Cordova, AK 99574	10,000
Farm Aid, Inc	11 Ward Street Suite 200 Somerville, MA 02143	25,000
Feminist Women's Health Center, Inc	1924 Cliff Valley Way Atlanta, GA 30329	15,000
Fernbank, Inc	767 Clifton Road Atlanta, GA 30307	1,500
Fernbank, Inc	767 Clifton Road Atlanta, GA 30307	2,000
Five Valleys Land Trust, Inc	PO Box 8953 Missoula, MT 59807	25,000
Five Valleys Land Trust, Inc	PO Box 8953 Missoula, MT 59807	25,000
Flathead Land Trust	PO Box 1913 Kalispell, MT 59903	15,000
Flint Riverkeeper, Inc	PO Box 468 Albany, GA 31702	40,000
Food Alliance	1829 NE Alberta Suite 5 Portland, OR 97211	1,000
Foundation for North American Wild Sheep	720 Allen Ave Cody, WY 82414	5,000
Foundation for Public Broadcasting in GA	260 14th St, NW Atlanta, GA 30318	5,000
Foundation for Public Broadcasting in GA	in Georgia, Inc 260 14th St, NW Atlanta, GA 30318	20,000
Frank Ski Kids Foundation, Inc	219 - 9 16th St Atlanta, GA 30363	1,000
Friends of Buenos Aires National Wildlife Refuge	PO Box 794 Green Valley, AZ 85622	30,000
Friends of Georgia Music Festival, Inc	4452 Bibb Blvd Suite 200 Tucker, GA 30084	500
Friends of Georgia Music Festival, Inc	4452 Bibb Blvd Suite 200 Tucker, GA 30084	1,000
Friends of the National Zoo	PO Box 37012 MRC 5516 Washington, DC 20013-7012	700
Future of Hunting in Florida, Inc	PO Box 10949 Tallahassee, FL 32302	5,000
Gallatin Gateway Youth Group	PO Box 307 Gallatin Gateway, MT 59730	34,000
Gallatin Valley Land Trust	PO Box 7021 Bozeman, MT 59771	15,000
G-CAPP	1450 W Peachtree St., NW Suite 200 Atlanta, GA 30309	2,500
G-CAPP	1450 W Peachtree St, NW Suite 200 Atlanta, GA 30309	275,000
GEO Global Environmental Options, Inc	900 Park Ave Suite 18E New York, NY 10075	2,000
George West Mental Health Foundation	1903 North Druid Hills Rd Atlanta, GA 30319	5,000
Georgia Aquarium, Inc	225 Baker St Atlanta, GA 30313	2,500
Georgia Conservancy, Inc	817 West Peachtree St Suite 200 Atlanta, GA 30308	1,000
Georgia Conservancy, Inc	817 West Peachtree St Suite 200 Atlanta, GA 30308	1,000
Georgia Conservancy, Inc	817 West Peachtree St Suite 200 Atlanta, GA 30308	50,000
Georgia Conservation Voters Educ Fund	175 Trinity Avenue SW Atlanta, GA 30303	2,000
Georgia Conservation Voters Educ Fund	175 Trinity Avenue SW Atlanta, GA 30303	35,000
Georgia ForestWatch, Inc	15 Tower Road Ellijay, GA 30540	500
Georgia ForestWatch, Inc	15 Tower Road Ellijay, GA 30540	200
Georgia ForestWatch, Inc	15 Tower Road Ellijay, GA 30540	20,000
Georgia Innocence Project, Inc	2645 North Decatur Rd Decatur, GA 30033	200
Georgia Organics, Inc	PO Box 8924 Atlanta, GA 31106	15,000
Georgia Public Telecommunications Comm	260 14th St NW Atlanta, GA 30318-5360	50,000
Georgia Recycling Coalition, Inc	PO Box 550667 Atlanta, GA 30355	20,000
Georgia Restaurant Council, Inc	480 East Paces Ferry Rd Suite 7 Atlanta, GA 30305	10,000
Georgia River Network, Inc	126 S Milledge Ave Suite E3 Athens, GA 30605	100,000
Georgia Sheriffs Youth Homes, Inc	3000 Hwy 42 N Stockbridge, GA 30281	1,000
Georgia Solar Energy Association, Inc	999 Peachtree St NE Suite 2620 Atlanta, GA 30309	2,500
Georgia State University Foundation, Inc	100 Decatur St Atlanta, GA 30303	100
Georgia Tech Foundation - Col of Arch	Dean's Office Georgia Tech College of Architecture Atlanta, GA 30332-0220	250
Georgia Tech Foundation, Inc	151 Sixth Street, NW Atlanta, GA 30332	1,500
Georgia Tech Research Corporation	505 Tenth St NW Atlanta, GA 30318	60,000
Georgia Watch	55 Marietta St NW Suite 903 Atlanta, GA 30303	2,500
Georgia Watch	55 Marietta St NW Suite 903 Atlanta, GA 30303	5,000
Georgia Wildlife Federation	11600 Hazelbrand Rd Covington, GA 30014	50,000
Girl Scout Council of Northwest GA, Inc	1577 Northeast Expressway Atlanta, GA 30329	1,000
Global Green USA	2218 Main Street 2nd Floor Santa Monica, CA 90405	50,000
Global Resource Service	2870 Peachtree Rd Suite 229 Atlanta, GA 30305	500
Great Lakes United	4380 Main St Canavan Hall Amherst, NY 14226	60,000
Greater Yellowstone Coalition, Inc	13 South Wilson Suite 2 Bozeman, MT 59715	100,000
GreenLaw, Inc	104 Marietta St NW Suite 430 Atlanta, GA 30303	50,000
Hambidge Center for Creative Arts	PO Box 339 Rabun Gap, GA 30568	500
Hank Aaron Chasing the Dream Foundation	755 Hank Aaron Drive Atlanta, GA 30315	25,000
Hardtner Community Foundation	PO Box 8 Hardtner, KS 67057	15,000
Harrison Schools	PO Box 7 Harrison, MT 59735	10,000
Hawaii Natural History Association, LTD	PO Box 74 Hawaii National Park, HI 96718	15,000
Healthy Child Healthy World, Inc	12300 Wilshire Blvd Suite 320 Los Angeles, CA 90025	2,500
Healthy Child Healthy World, Inc	12300 Wilshire Blvd Suite 320 Los Angeles, CA 90025	10,000
Helena Education Foundation	PO Box 792 Helena, MT 59624	30,000
High Hope Steeplechase Association, Inc	4089 Iron Works Pkwy Lexington, KY 40511	1,000
Hole in the Wall Foundation, Inc	265 Church St Suite 503 New Haven, CT 06510	1,000
Hooker County Community Foundation, Inc	PO Box 112 Mullen, NE 69152	16,000
Horatio Alger Association	99 Canal Center Plaza, Ste 320 Alexandria, VA 22314	500

Institute for GA Environmental Leadership	PO Box 363 Camilla, GA 31730	10,000
Interdenominational Theological Center	700 Martin Luther King Jr Dr SW Atlanta, GA 30314	5,000
Interdenominational Theological Center	700 Martin Luther King Jr Dr SW Atlanta, GA 30314	5,000
Interdenominational Theological Center	700 Martin Luther King Jr Dr SW Atlanta, GA 30314	1,000
International Crane Foundation, Inc	E 11376 Shady Lane Rd PO Box 447 Baraboo, WI 53913	30,000
International Crane Foundation, Inc	E 11376 Shady Lane Rd PO Box 447 Baraboo, WI 53913	25,000
International Rescue Committee, Inc	122 East 42nd St. New York, NY 10168	500
International Snow Leopard Trust	4649 Sunnyside Ave N Suite 325 Seattle, WA 98103	3,350
International Snow Leopard Trust	4649 Sunnyside Ave N Suite 325 Seattle, WA 98103	3,350
Jacksonboro Community Center	PO Box 313 Jacksonboro, SC 29452	12,000
Jane Goodall Institute	4245 N Fairfax Dr; Suite 600 Arlington, VA 22203	5,000
Jefferson County Youth Council	PO Box 346 Monticello, FL 32344	40,000
Juvenile Diabetes Research Foundation	3525 Piedmont Rd , NE Building 6, Suite 300 Atlanta, GA 30303	1,000
Kearney Area Community Foundation	PO Box 607 Kearney, NE 98848	16,000
Kentucky Educational Television Fdn	600 Cooper Dr Lexington, KY 40502	1,200
Kentucky Educational Television Fdn	600 Cooper Dr Lexington, KY 40502	113,337
Kentucky Horse Park Foundation, Inc	4089 Iron Works Parkway Lexington, KY 40511	1,000
Kentucky Horse Park Foundation, Inc	4089 Iron Works Parkway Lexington, KY 40511	5,000
Kentucky Horse Park Foundation, Inc	4089 Iron Works Parkway Lexington, KY 40511	1,000
Land Trust Alliance, Inc	1660 L Street Suite 1100 Washington, DC 20036	90,000
Land Trust for the Little Tennessee	PO Box 1148 Franklin, NC 28744-1148	15,000
Latin American Association, Inc	2750 Buford Hwy Atlanta, GA 30324	1,000
League of Conservation Voters Ed Fund	1920 L Street NW, Ste 800 Washington, DC 20036	1,250
League of Conservation Voters Ed Fund	1920 L Street NW, Ste 800 Washington, DC 20036	300,000
Leukemia & Lymphoma Society	3715 Northside Pkwy Building 400, Suite 300 Atlanta, GA 30327	1,000
Lexington Cancer Foundation, Inc	1504 College Way Lexington, KY 40502	2,000
Lexington Cancer Foundation, Inc	1504 College Way Lexington, KY 40502	5,000
Lexington Public Library Foundation, Inc	140 East Main St Lexington, KY 40507	1,500
Little Red Schoolhouse Educ & Comm	PO Box 6385 Snowmass Village, CO 81615	25,000
Lovett School	4075 Paces Ferry Road NW Atlanta, GA 30327	1,000
Lovett School	4075 Paces Ferry Road NW Atlanta, GA 30327	500
Lovett School	4075 Paces Ferry Road NW Atlanta, GA 30327	1,000
Lovett School	4075 Paces Ferry Road NW Atlanta, GA 30327	500
Lovett School	4075 Paces Ferry Road NW Atlanta, GA 30327	1,000
Lowcountry Open Land Trust, Inc	485 East Bay St Charleston, SC 29403	20,000
Lowcountry Open Land Trust, Inc	485 East Bay St Charleston, SC 29403	20,000
Malpai Borderlands Group, Inc	PO Box 3536 Douglas, AZ 85608	20,000
Malpai Borderlands Group, Inc	PO Box 3536 Douglas, AZ 85608	20,000
Marcus Autism Center, Inc	1920 Briarcliff Rd NE Atlanta, GA 30329	1,000
Marine Conservation Biology Institute	600 Pennsylvania Avenue Suite 210 Washington, DC 20003	50,000
Monterey Bay Aquarium	886 Cannery Row Monterey, CA 93940-1023	2,000
Morris Brown College	643 Martin Luther King Jr Dr NW Atlanta, GA 30314	2,500
Mount Sinai School of Medicine of NYU	One Gustave L Levy Place Box 1049 New York, NY 10029	1,250
National Arbor Day Foundation	211 N 12th St Lincoln, NE 68508	250
National Audubon Society	1150 Connecticut Ave, Ste 600 Washington, DC 20036	25,000
National Audubon Society	336 Sanctuary Road Harleyville, SC 29448	10,000
National Audubon Society	700 Broadway New York, NY 10003	40,000
National Campaign to Prevent Teen Pregnancy	1776 Massachusetts Ave NW, Ste 200 Washington, DC 20036	40,000
National Center for Appropriate Technology, Inc	PO Box 3838 Butte, MT 59701	10,000
National Corporate Theatre Fund	505 Eighth Ave Suite 2303 New York, NY 10018	500
National Fish and Wildlife Foundation	1133 15th St NW Suite 1100 Washington, DC 20005	5,000
National Fish and Wildlife Foundation	1133 15th St NW Suite 1100 Washington, DC 20005	5,000
National Fish and Wildlife Foundation	1133 15th St NW Suite 1100 Washington, DC 20005	5,000
National Fish and Wildlife Foundation	1133 15th St NW Suite 1100 Washington, DC 20005	500
National Fish and Wildlife Foundation	1133 15th St NW Suite 1100 Washington, DC 20005	2,500
National Foundation March of Dimes	1776 Peachtree Street Suite 100 Atlanta, GA 30309	250
National Foundation March of Dimes	1776 Peachtree Street Suite 100 Atlanta, GA 30309	1,000
National Multiple Sclerosis Society	117 Perimeter Center West Suite E101 Atlanta, GA 30338	250
National Parks Conservation Association	1300 19th St, NW Suite 300 Washington, DC 20036	100,000
National Religious Partnership for the Environment	49 South Pleasant St. Suite 301 Amherst, MA 01002	40,000
National Restaurant Association	1200 17th Street, NW Washington, DC 20036	220,000
National Wild Turkey Federation	PO Box 530 Edgefield, SC 29824	10,000
National Wildlife Federation	11100 Wildlife Center Dr Reston, VA 20190-5362	50,000
National Wildlife Federation	901 E Street NW Suite 400 Washington, DC 20004	30,000
National Wildlife Federation	240 North Higgins, Suite 2 Missoula, MT 59802	75,000
National Wildlife Federation - VA	11100 Wildlife Center Dr Reston, VA 20190-5362	5,000
National Wildlife Federation - VA	11100 Wildlife Center Dr Reston, VA 20190-5362	60,000
National Women's Law Center	11 Dupont Circle, NW Suite 800 Washington, DC 20036	60,000
Natural Resources Defense Council	1314 Second St. Santa Monica, CA 90401	2,500
Nature Conservancy	32 South Ewing St Helena, MT 59601	50,000

Nature Conservancy	330 West Peachtree St; Suite 410 Atlanta, GA 30309	60,000
New Mexico Environmental Law Center	1405 Luisa St, Ste 5 Sante Fe, NM 87505	40,000
New Mexico Institute of Mining and Technology	801 Leroy Place Socorro, NM 87801	30,000
New Mexico Land Conservancy	PO Box 6759 Santa Fe, NM 87502-6759	20,000
North Carolina Sustainable Energy Assoc	PO Box 6465 Raleigh, NC 27628	2,000
Nuclear Age Peace Foundation	1187 Coast Village Road Suite 1 Santa Barbara, CA 93108	2,000
Oglethorpe University, Inc	4484 Peachtree Rd Atlanta, GA 30319	2,335
Oglethorpe University, Inc	4484 Peachtree Rd Atlanta, GA 30319	5,000
Olusegun Obasanjo Presidential Library	1700 K Street NW, Suite 1050 Washington, DC 20006-1110	25,000
Orlando Science Center, Inc	777 East Princeton St Orlando, FL 32803-1291	14,000
Partnership Project, Inc	1615 M Street NW Washington, DC 20036	150,000
PAX, Inc	100 Wall St 2nd Floor New York, NY 10005	10,000
Peace Lutheran Church	PO Box 978 Belgrade, MT 59714	10,000
People for the American Way Foundation	2000 M Street Suite 400 Washington, DC 20036	1,000
Peregrine Fund, Inc	5668 West Flying Hawk Lane Boise, ID 83709	40,000
Pheasants Forever	620 South Meridian St Tallahassee, FL 32399-1600	5,000
Piedmont Hospital, Inc	1968 Peachtree Rd NW Atlanta, GA 30309	2,500
Piedmont Park Conservancy, Inc	PO Box 7795 Atlanta, GA 30357	2,000
Pirates Alley Faulkner Society, Inc	624 Pirates Alley New Orleans, LA 70116	2,000
Planned Parenthood of Georgia, Inc	75 Piedmont Ave NE, Ste 800 Atlanta, GA 30303	40,000
Planned Parenthood of New Mexico, Inc	719 San Mateo, NE Albuquerque, NM 87108	40,000
Prickly Pear Land Trust	PO Box 892 Helena, MT 59624	10,000
Prickly Pear Land Trust	PO Box 892 Helena, MT 59624	5,000
Prickly Pear Land Trust	PO Box 892 Helena, MT 59624	15,000
Rabun Gap-Nacoochee School	339 Nacoochee Dr Rabun Gap, GA 30568	5,000
Rachel's Network, Inc	1200 18th St NW Suite 310 Washington, DC 20036	5,000
Raton Recreation & Education Council	PO Box 1444 Raton, NM 87740	40,000
Regeneration Project	220 Montgomery St Suite 450 San Francisco, CA 94104	45,000
Rhode Island School of Design	2 College Street Providence, RI 02903	2,500
River Network	520 SW 6th Ave Suite 1130 Portland, OR 97204-1511	50,000
Robert W Woodruff Arts Center, Inc	1280 Peachtree St, NE Atlanta, GA 30309	1,500
Robert W Woodruff Arts Center, Inc	1280 Peachtree St, NE Atlanta, GA 30309	2,500
Robert W Woodruff Arts Center, Inc	1280 Peachtree St, NE Atlanta, GA 30309	5,000
Robert W Woodruff Arts Center, Inc	1280 Peachtree St, NE Atlanta, GA 30309	4,000
Robert W Woodruff Arts Center, Inc	1280 Peachtree St, NE Atlanta, GA 30309	10,000
Rome Chamber Music Festival	444 Madison Ave, Ste 3300 New York, NY 10022	10,000
Rome Chamber Music Festival	444 Madison Ave, Ste 3300 New York, NY 10022	5,000
Ron Clark Academy, Inc	228 Margaret St Atlanta, GA 30315	3,868
Ron Clark Academy, Inc	228 Margaret St Atlanta, GA 30315	3,868
Rood & Riddle Foundation, Inc	PO Box 12070 Lexington, KY 40580	1,000
Rood & Riddle Foundation, Inc	PO Box 12070 Lexington, KY 40580	800
Ruby Valley Hospital Foundation, Inc	PO Box 564 Sheridan, MT 59749	10,000
Sandhills Area Foundation, Inc	PO Box 444 Valentine, NE 69201	16,000
Savannah College of Art and Design, Inc	1600 Peachtree Rd Atlanta, GA 30309	500
Save The Bay, Inc	100 Save the Bay Dr Providence, RI 02905	1,000
Sayre School	194 North Limestone Street Lexington, KY 40507	5,000
Sayre School	194 North Limestone Street Lexington, KY 40507	5,000
SCLC Women's Org Mvmt for Equality Now	328 Auburn Ave NE Atlanta, GA 30303	5,000
Service Over Self	PO Box 1057 Georgetown, SC 29442	30,000
Share Our Strength, Inc	3909 Green Forest Pkwy Smyrna, GA 30082	1,000
Sheridan Public School District #5	PO Box 586 Sheridan, MT 59749	10,000
Sky Island Alliance	PO Box 41165 Tucson, AZ 85717	40,000
Smithsonian Institution	PO Box 23473 Washington, DC 20026-3473	2,000
Society of Environmental Journalists	PO Box 2492 Jenkintown, PA 19046	25,000
Soque River Watershed Association, Inc	PO Box 1901 Clarkesville, GA 30523	10,000
Soque River Watershed Association, Inc	PO Box 1901 Clarkesville, GA 30523	5,000
South Carolina Coastal Conservation League, Inc	PO Box 1765 Charleston, SC 29402-1765	30,000
South Carolina Coastal Conservation League, Inc.	PO Box 1765 Charleston, SC 29402-1765	75,000
South Carolina Maritime Heritage Foundation	480 East Bay St Suite F Charleston, SC 29403	5,000
South Carolina Maritime Heritage Foundation	480 East Bay St Suite F Charleston, SC 29403	80,000
South Carolina Maritime Heritage Foundation	480 East Bay St Suite F Charleston, SC 29403	20,000
South Carolina Maritime Heritage Foundation	480 East Bay St Suite F Charleston, SC 29403	20,000
South Carolina Maritime Heritage Foundation	480 East Bay St Suite F Charleston, SC 29403	100,000
South Carolina Wildlife Federation	215 Pickens St Columbia, SC 29205	25,000
South Central Community Foundation	PO Box 8624 Pratt, KS 67124	15,000
South Dakota Community Foundation	PO Box 296 Pierre, SD 57501	50,000
South Dakota Community Foundation	PO Box 296 Pierre, SD 57501	10,000
South Dakota Community Foundation	PO Box 296 Pierre, SD 57501	7,500
Southeast Alaska Conservation Council	419 Sixth St #200 Juneau, AK 99801	30,000
Southern Alliance for Clean Energy	PO Box 1842 Knoxville, TN 37901	85,000

Southern Environmental Law Center, Inc	127 Peachtree St, Ste 605 Atlanta, GA 30303	150,000
Southface Energy Institute, Inc	241 Pine St Atlanta, GA 30308	2,500
Southface Energy Institute, Inc	241 Pine St Atlanta, GA 30308	2,500
Southface Energy Institute, Inc	241 Pine St Atlanta, GA 30308	50,000
Special Olympics, Inc	1133 19th St NW Suite 1200 Washington, DC 20036	250
St. Rita School for the Deaf	1720 Glendale-Milford Rd Cincinnati, OH 45215	200
Starkey Hearing Foundation	1245 S Main Suite 200 Grapevine, TX 76051	25,000
Susan G Komen Foundation, Inc	3500 Peachtree Rd Suite A-3 Atlanta, GA 30326	1,500
Sustainable Settings	6107 Highway 133 Carbondale, CO 81623	10,000
T J Martell Memorial Foundation	15 Music Square West Nashville, TN 37203	2,500
Tall Timbers Research, Inc	13093 Henry Beadel Drive Tallahassee, FL 32312	25,000
Tall Timbers Research, Inc	13093 Henry Beadel Drive Tallahassee, FL 32312	25,000
Tall Timbers Research, Inc	13093 Henry Beadel Drive Tallahassee, FL 32312	25,000
Teton Regional Land Trust	PO Box 247 Driggs, ID 83422	15,000
Theodore Roosevelt Conservation Partnership	555 11th St NW, 6th Floor Washington, DC 20004	10,000
Theodore Roosevelt Conservation Partnership	555 11th St NW, 6th Floor Washington, DC 20004	300,000
Theodore Roosevelt Conservation Partnership	555 11th St NW, 6th Floor Washington, DC 20004	5,000
Thomasville Cultural Center, Inc	PO Box 126 Thomasville, GA 31799	1,000
Thoroughbred Charities of America	PO Box 229 Middletown, DE 19709	1,500
THRIVE	PO Box 4325 Bozeman, MT 59772	5,000
Tides Center	PO Box 29907 San Francisco, CA 94129-0907	10,000
Torah Day School of Atlanta, Inc	1985 Lavista Rd NE Atlanta, GA 30329	2,500
Town of Lima	PO Box 184 Lima, MT 59739	10,000
Trinity School, Inc	4301 Northside Pkwy NW Atlanta, GA 30327	1,000
Trout Unlimited	1300 North 17th Street Suite 500 Arlington, VA 22209	5,000
Trout Unlimited	1300 North 17th Street Suite 500 Arlington, VA 22209	70,000
Trout Unlimited	1300 North 17th Street Suite 500 Arlington, VA 22209	75,000
True Colors Theatre Company	659 Auburn Ave Suite 257 Atlanta, GA 30312	1,000
Trumpet Awards Foundation, Inc	101 Marietta St Suite 1010 Atlanta, GA 30303	500
Trust for Public Land	1011 Western Ave Suite 605 Seattle, WA 98104	90,000
Trust for Public Land	306 N Monroe St Tallahassee, FL 32301	25,000
Turner Endangered Species Fund, Inc	1123 Research Dr Bozeman, MT 59718	385,000
Turner Endangered Species Fund, Inc	1123 Research Dr Bozeman, MT 59718	42,375
Union of Concerned Scientists	1825 K Street NW Suite 800 Washington, DC 20006-1232	53,000
United Way of Metro Atlanta	100 Edgewood Ave Atlanta, GA 30303	10,000
University of New Mexico	1312 Basehart Rd SE Albuquerque, NM 87106-4363	1,000
University of Southern California	1014 Childs Way Suite 100 Los Angeles, CA 90089-0591	5,000
University of Tasmania Foundation USA	PO Box 3995 Ithaca, NY 14852-3995	50,000
Upper Chattahoochee Riverkeeper Fund	3 Puritan Mill 916 Joseph Lowery Blvd Atlanta, GA 30318	2,500
Upper Chattahoochee Riverkeeper Fund	3 Puritan Mill 916 Joseph Lowery Blvd Atlanta, GA 30318	1,000
Upper Chattahoochee Riverkeeper Fund	3 Puritan Mill 916 Joseph Lowery Blvd Atlanta, GA 30318	2,000
Upper Chattahoochee Riverkeeper Fund	3 Puritan Mill 916 Joseph Lowery Blvd Atlanta, GA 30318	275,000
US Green Building Council, Inc	1800 Massachusetts Ave NW Suite 300 Washington, DC 20036	100,000
Usher's New Look	3700 Crestwood Pkwy Suite 460 Duluth, GA 30096	600
Vail Valley Foundation, Inc	PO Box 309 Vail, CO 81658	13,000
V-Day	303 Park Ave South Suite 1184 New York, NY 10010	25,000
WAND Education Fund, Inc	250 Georgia Ave SE Suite 202 Atlanta, GA 30312	1,000
WAND Education Fund, Inc	250 Georgia Ave SE Suite 202 Atlanta, GA 30312	500
WAND Education Fund, Inc	691 Massachusetts Ave Arlington, MA 02476	500
Waterkeeper Alliance, Inc	50 S Buckhout Street Suite 302 Irvington, NY 10533	60,000
Western Environmental Law Center	PO Box 1507 Taos, NM 87571	25,000
Wild Salmon Center	721 NW Ninth Ave Suite 300 Portland, OR 97209	100,000
Wilderness Society	1615 M Street NW Suite 200 Washington, DC 20036	50,000
Wildlife Conservation Society	2300 Southern Blvd Bronx, NY 10460	46,720
Wildlife Conservation Society,	301 North Wilson Ave Bozeman, MT 59715	50,000
Wildlife Foundation of Florida, Inc	P O Box 11010 Tallahassee, FL 32302	50,000
Wildlife Foundation of Florida, Inc	P O Box 11010 Tallahassee, FL 32302	5,000
Wildlife Foundation of Florida, Inc	P O Box 11010 Tallahassee, FL 32302	10,000
Wildlife Foundation of Florida, Inc	P O Box 11010 Tallahassee, FL 32302	20,000
Wildlife Foundation of Florida, Inc	P O Box 11010 Tallahassee, FL 32302	5,000
Winter Wildlands Alliance, Inc	910 Main Street Suite 235 Boise, ID 83702	135,000
World Chamber of Commerce	5588 Chamblee Dunwoody Rd Dunwoody, GA 30338	1,800
World Piano Competition, Inc	441 Vine St. Suite 1030 Cincinnati, OH 45202	2,000
Xerces Society, Inc	4828 SE Hawthorne Boulevard Portland, OR 97215	60,000
YMCA of Metropolitan Atlanta, Inc	200 Main St. Suite 108 Gainesville, GA 30501	1,500
YWCA of Greater Atlanta	957 North Highland Ave NE Atlanta, GA 30306	500
	TOTAL 2009 GRANTS PAID	**$ 9,643,858**

Statement 14

TURNER FOUNDATION, INC.
EIN 58-1924590
2009 GRANTS PAYABLE AS OF 12/31/2009

Grantee Name	Amount	Schedule Date	Request Date	Term	Request ID
African Wildlife Foundation	$80,000	1/21/2010	12/22/2009	12	201000050
Alaska Wilderness League	35,000	1/21/2010	12/22/2009	12	201000012
Alder Volunteer Fire Department	10,000	1/21/2010	12/22/2009	12	201000040
American Rivers, Inc	50,000	1/21/2010	12/1/2009	12	200900161
Associated Builders and Contractors, Inc	90,000	1/21/2010	12/22/2009	12	201000061
Better World Fund	250,000	1/21/2010	12/22/2009	12	201000021
Better World Fund	250,000	12/1/2010	12/22/2009	12	201000021
Big Sur Arts Initiative, Inc	20,000	February 2010	12/22/2008	12	200900043
Boys & Girls Clubs of Lowcountry, Inc	30,000	5/20/2010	12/22/2009	12	201000054
Boys and Girls Club of Sierra County	10,000	1/21/2010	12/22/2009	12	201000053
Bozeman Youth Initiative	60,000	1/21/2010	12/22/2009	12	201000045
Broadwater County Social Services Committee	10,000	1/21/2010	12/22/2009	12	201000042
Canadian Parks and Wilderness Society - BC	50,000	1/21/2010	12/1/2009	12	200900150
Center for Biological Diversity	100,000	1/21/2010	12/1/2009	12	200900151
Ceres, Inc	70,000	1/21/2010	12/22/2009	12	201000020
Cimarron Public Schools	15,000	1/21/2010	12/22/2009	12	201000035
Community Action Agency of Southern New	15,000	1/21/2010	12/22/2009	12	201000041
Community Youth Initiative Advisory Board, Inc	30,000	1/21/2010	12/22/2009	12	201000046
Conservation Fund - Southeast Regional Office	110,000	4/1/2010	3/24/2009	24	200900066
Cuyin Manzano Community	10,000	5/24/2010	12/22/2007	12	200800063
Earthjustice	40,000	1/21/2010	12/22/2009	12	201000017
Florida Wildlife Federation	25,000	1/21/2010	12/1/2009	12	200900159
Gallatin Gateway Youth Group	34,000	1/21/2010	12/22/2009	12	201000060
Georgia Aquarium, Inc	50,000	1/21/2010	12/22/2009	12	201000027
Georgia Conservation Voters Education Fund, Inc	35,000	3/24/2010	3/24/2009	24	200900077
Georgia Forestwatch, Inc	20,000	3/30/2010	3/24/2009	24	200900063
Global Green USA	50,000	1/21/2010	12/22/2009	12	201000051
Greater Yellowstone Coalition, Inc	65,000	1/21/2010	12/1/2009	12	200900147
Greater Yellowstone Coalition, Inc	100,000	4/24/2011	4/24/2010	24	201000069
Greater Yellowstone Coalition, Inc	100,000	5/27/2010	4/24/2010	24	201000069
Hardtner Community Foundation	15,000	1/21/2010	12/22/2009	12	201000055
Harrison Schools	10,000	1/21/2010	12/22/2009	12	201000033
Helena Education Foundation	30,000	1/21/2010	12/22/2009	12	201000048
Hooker County Community Foundation, Inc	16,000	1/21/2010	12/22/2009	12	201000037
International Wilderness Leadership Foundation	30,000	1/21/2010	12/1/2009	12	200900136
Jacksonboro Community Center	12,000	1/21/2010	12/22/2009	12	201000043
Jefferson County Youth Council	40,000	1/21/2010	12/22/2009	12	201000031
Kearney Area Community Foundation	16,000	1/21/2010	12/22/2009	12	201000030
National Audubon Society - Alaska State Office	35,000	1/21/2010	12/22/2009	12	201000010
National Audubon Society, Inc	60,000	1/21/2010	12/1/2009	12	200900149
National Fish and Wildlife Foundation	75,000	1/14/2010	6/21/2007	24	200700028
National Restaurant Association	180,000	1/21/2010	12/22/2009	12	201000059
National Wildlife Federation	60,000	1/21/2010	12/22/2009	12	201000023
National Wildlife Federation	50,000	1/21/2010	12/1/2009	12	200900158
New Energy Economy, Inc	85,000	1/21/2010	12/1/2009	12	200900153
New Mexico Institute of Mining and Technology	30,000	3/8/2010	12/22/2009	12	201000032
Park Pride Atlanta, Inc	80,000	1/21/2010	12/1/2009	12	200900094
Raton Recreation & Education Council	40,000	1/21/2010	12/22/2009	12	201000039
Sandhills Area Foundation, Inc	16,000	1/21/2010	12/22/2009	12	201000036
Service Over Self	30,000	1/21/2010	12/22/2009	12	201000038
Sheridan Public School District #5	10,000	1/21/2010	12/22/2009	12	201000047
Sitka Conservation Society	25,000	1/21/2010	12/22/2009	12	201000014
South Carolina Coastal Conservation League, Inc	75,000	1/21/2010	12/1/2009	12	200900154
South Central Community Foundation	15,000	1/21/2010	12/22/2009	12	201000034
South Dakota Community Foundation	7,500	1/21/2010	12/22/2009	12	201000057
South Dakota Community Foundation	70,000	1/21/2010	12/22/2009	12	201000056
Southeast Alaska Conservation Council	25,000	1/21/2010	12/22/2009	12	201000015
Southeast Energy Efficiency Alliance, Inc	50,000	1/21/2010	12/1/2009	12	200900152
Southern Environmental Law Center, Inc	150,000	1/21/2010	12/1/2009	12	200900155
The Nature Conservancy	40,000	1/21/2010	12/1/2009	12	200900148
The Nature Conservancy - Montana Chapter	50,000	1/21/2010	12/22/2009	12	201000008
The Nature Conservancy - South Carolina Chapter	50,000	1/21/2010	12/22/2009	12	201000052
Theodore Roosevelt Conservation Partnership, Inc	325,000	1/21/2010	12/22/2009	12	201000009
Town of Lima	10,000	1/21/2010	12/22/2009	12	201000044

Trout Unlimited	60,000	1/21/2010	12/22/2009	12	201000058
Trout Unlimited, Inc	80,000	4/24/2011	4/24/2010	24	201000078
Trout Unlimited, Inc	80,000	5/13/2010	4/24/2010	24	201000078
Trust for Public Land - Northwest and Rocky	75,000	1/21/2010	12/22/2009	24	201000011
Trust for Public Land - Northwest and Rocky	75,000	1/21/2010	12/22/2009	24	201000011
Trust for Public Land - Northwest and Rocky	75,000	12/28/2010	12/22/2009	24	201000011
Turner Endangered Species Fund, Inc	509,250	1/21/2010	12/22/2009	12	201000028
Upper Chattahoochee Riverkeeper Fund, Inc	275,000	1/21/2010	12/22/2009	12	201000025
Wildlife Conservation Society	39,712	1/1/2012	12/22/2006	60	200700016
Wildlife Conservation Society	42,048	1/1/2011	12/22/2006	60	200700016
Wildlife Conservation Society	46,720	2/25/2010	12/22/2006	60	200700016
Winter Wildlands Alliance, Inc	135,000	1/21/2010	12/22/2009	12	201000049
TOTAL	$5,119,230				

- 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 TURNER FOUNDATION, INC	Employer identification number 58-1924590
	Number, street, and room or suite no If a P.O box, see instructions 133 LUCKIE STREET	For IRS use only
	City, town or post office, state, and ZIP code For a foreign address, see instructions. ATLANTA GA 30303	

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

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

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 ▶ RAY GOODREAU
  Telephone No. ▶ (404)522-4746 FAX No. ▶ (404)621-0172
- 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 11/15/2010.

5 For calendar year 2009, or other tax year beginning ________, and ending ________.

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 ADDITIONAL TIME IS REQUESTED TO FILE A COMPLETE AND ACCURATE RETURN

8 a	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	$
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	$
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 ▶ 7/22/10

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	Name of Exempt Organization	Employer identification number
	TURNER FOUNDATION, INC	58-1924590
File by the due date for filing your return See instructions	Number, street, and room or suite no. If a P O box, see instructions	
	133 LUCKIE STREET	
	City, town or post office, state, and ZIP code For a foreign address, see instructions	
	ATLANTA GA 30303	

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 ▶ RAY GOODREAU

Telephone No. ▶ (404)522-4746 FAX No. ▶ (404)621-0172

- 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 8/16/2010, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

▶ [X] calendar year 2009 or

▶ [ ] tax year beginning ________, and ending ________.

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

3 a	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	$
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	$
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	$ 0

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.