2011 TROPICAL STORM IRENE

"2011 Tropical Storm Irene"

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 DEC 1, 2009 , and ending NOV 30, 2010

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

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

Name of foundation
THE GARFIELD FOUNDATION
C/O R. BERMAN DEVELOPMENT CO. LLC

Number and street (or P O box number if mail is not delivered to street address): 50 MILLSTONE ROAD, BUILDING 100 — Room/suite: 140

City or town, state, and ZIP code: EAST WINDSOR, NJ 08520

A Employer identification number: 22-2285358

B Telephone number: 212 -695-7003

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 ▶ ☐

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

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

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

I Fair market value of all assets at end of year (from Part II, col. (c), line 16) ▶$ 39,159,781.

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

**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 | | | N/A | |
| | 2 Check ▶ [X] if the foundation is not required to attach Sch B | | | | |
| | 3 Interest on savings and temporary cash investments | 5,417. | 5,417. | | STATEMENT 1 |
| | 4 Dividends and interest from securities | 983,649. | 974,262. | | STATEMENT 2 |
| | 5a Gross rents | <20,503.> | | | STATEMENT 3 |
| | b Net rental income or (loss) <20,503.> | | | | |
| | 6a Net gain or (loss) from sale of assets not on line 10 | 1,121,157. | | | STATEMENT 4 |
| | b Gross sales price for all assets on line 6a 13,206,454. | | | | |
| | 7 Capital gain net income (from Part IV, line 2) | | 1,126,106. | | |
| | 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 | <71,676.> | <56,761.> | | STATEMENT 5 |
| | 12 **Total** Add lines 1 through 11 | 2,018,044. | 2,049,024. | | |
| Operating and Administrative Expenses | 13 Compensation of officers, directors, trustees, etc | 30,000. | 3,000. | | 27,000. |
| | 14 Other employee salaries and wages | 285,503. | 0. | | 285,503. |
| | 15 Pension plans, employee benefits | 64,058. | 0. | | 64,058. |
| | 16a Legal fees STMT 6 | 2,950. | 0. | | 2,950. |
| | b Accounting fees STMT 7 | 33,860. | 25,395. | | 8,465. |
| | c Other professional fees | | | | |
| | 17 Interest | | | | |
| | 18 Taxes STMT 8 | 19,297. | 5,097. | | 0. |
| | 19 Depreciation and depletion | 750. | 0. | | |
| | 20 Occupancy | 11,115. | 0. | | 11,115. |
| | 21 Travel, conferences, and meetings | 60,732. | 0. | | 60,732. |
| | 22 Printing and publications | | | | |
| | 23 Other expenses STMT 9 | 1,062,399. | 399,930. | | 653,404. |
| | 24 **Total operating and administrative expenses.** Add lines 13 through 23 | 1,570,664. | 433,422. | | 1,113,227. |
| | 25 Contributions, gifts, grants paid | 3,569,884. | | | 3,569,884. |
| | 26 **Total expenses and disbursements.** Add lines 24 and 25 | 5,140,548. | 433,422. | | 4,683,111. |
| | 27 Subtract line 26 from line 12: | | | | |
| | a Excess of revenue over expenses and disbursements | <3,122,504.> | | | |
| | b **Net investment income** (if negative, enter -0-) | | 1,615,602. | | |
| | c **Adjusted net income** (if negative, enter -0-) | | | N/A | |

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| Part II Balance Sheets (Attached schedules and amounts in the description column should be for end-of-year amounts only) | | Beginning of year (a) Book Value | End of year (b) Book Value | (c) Fair Market Value |
|---|---|---|---|---|
| Assets | 1 Cash - non-interest-bearing | 89,238. | 49,617. | 49,617. |
| | 2 Savings and temporary cash investments | 66,166. | 733,434. | 733,434. |
| | 3 Accounts receivable ▶ | | | |
| | Less: allowance for doubtful accounts ▶ | | | |
| | 4 Pledges receivable ▶ | | | |
| | Less: allowance for doubtful accounts ▶ | | | |
| | 5 Grants receivable | | | |
| | 6 Receivables due from officers, directors, trustees, and other disqualified persons | | | |
| | 7 Other notes and loans receivable ▶ | | | |
| | Less: allowance for doubtful accounts ▶ | | | |
| | 8 Inventories for sale or use | | | |
| | 9 Prepaid expenses and deferred charges | | | |
| | 10a Investments - U.S. and state government obligations STMT 12 | 1,125,000. | 1,125,000. | 1,204,759. |
| | b Investments - corporate stock STMT 13 | 13,641,841. | 15,721,264. | 17,529,177. |
| | c Investments - corporate bonds STMT 14 | 7,622,131. | 4,161,592. | 4,817,060. |
| | 11 Investments - land, buildings, and equipment basis ▶ | | | |
| | Less accumulated depreciation ▶ | | | |
| | 12 Investments - mortgage loans | | | |
| | 13 Investments - other STMT 15 | 11,534,242. | 10,573,052. | 14,820,860. |
| | 14 Land, buildings, and equipment: basis ▶ 35,611. | | | |
| | Less accumulated depreciation STMT 16 ▶ 30,737. | 5,624. | 4,874. | 4,874. |
| | 15 Other assets (describe ▶ ) | | | |
| | 16 Total assets (to be completed by all filers) | 34,084,242. | 32,368,833. | 39,159,781. |
| Liabilities | 17 Accounts payable and accrued expenses | 14,817. | 21,225. | |
| | 18 Grants payable | | | |
| | 19 Deferred revenue | | | |
| | 20 Loans from officers, directors, trustees, and other disqualified persons | | | |
| | 21 Mortgages and other notes payable | | | |
| | 22 Other liabilities (describe ▶ ) | | | |
| | 23 Total liabilities (add lines 17 through 22) | 14,817. | 21,225. | |
| Net Assets or Fund Balances | Foundations that follow SFAS 117, check here ▶ ☐ and complete lines 24 through 26 and lines 30 and 31. | | | |
| | 24 Unrestricted | | | |
| | 25 Temporarily restricted | | | |
| | 26 Permanently restricted | | | |
| | Foundations that do not follow SFAS 117, check here ▶ [X] and complete lines 27 through 31. | | | |
| | 27 Capital stock, trust principal, or current funds | 0. | 0. | |
| | 28 Paid-in or capital surplus, or land, bldg., and equipment fund | 0. | 0. | |
| | 29 Retained earnings, accumulated income, endowment, or other funds | 34,069,425. | 32,347,608. | |
| | 30 Total net assets or fund balances | 34,069,425. | 32,347,608. | |
| | 31 Total liabilities and net assets/fund balances | 34,084,242. | 32,368,833. | |

## 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 | 34,069,425. |
| 2 | Enter amount from Part I, line 27a | 2 | <3,122,504.> |
| 3 | Other increases not included in line 2 (itemize) ▶ SEE STATEMENT 11 | 3 | 1,400,687. |
| 4 | Add lines 1, 2, and 3 | 4 | 32,347,608. |
| 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 | 32,347,608. |

## Part IV Capital Gains and Losses for Tax on Investment Income

| | (a) List and describe the kind(s) of property sold (e.g., real estate, 2-story brick warehouse; or common stock, 200 shs. MLC Co.) | (b) How acquired P - Purchase D - Donation | (c) Date acquired (mo., day, yr.) | (d) Date sold (mo., day, yr.) |
|---|---|---|---|---|
| 1a | | | | |
| b | SEE ATTACHED STATEMENTS | | | |
| 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 | 13,205,951. | | 12,079,845. | 1,126,106. |

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 | | | | 1,126,106. |

| | | | |
|---|---|---|---|
| 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 | 1,126,106. |
| 3 | Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c). If (loss), enter -0- in Part I, line 8 | 3 | N/A |

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

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

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

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

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

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

| (a) Base period years Calendar year (or tax year beginning in) | (b) Adjusted qualifying distributions | (c) Net value of noncharitable-use assets | (d) Distribution ratio (col. (b) divided by col. (c)) |
|---|---|---|---|
| 2008 | 4,985,275. | 39,445,223. | .126385 |
| 2007 | 5,082,187. | 38,393,257. | .132372 |
| 2006 | 5,086,392. | 61,028,886. | .083344 |
| 2005 | 4,494,696. | 45,109,120. | .099641 |
| 2004 | 4,087,887. | 59,000,968. | .069285 |

| | | | |
|---|---|---|---|
| 2 | **Total** of line 1, column (d) | 2 | .511027 |
| 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 | .102205 |
| 4 | Enter the net value of noncharitable-use assets for 2009 from Part X, line 5 | 4 | 40,273,787. |
| 5 | Multiply line 4 by line 3 | 5 | 4,116,182. |
| 6 | Enter 1% of net investment income (1% of Part I, line 27b) | 6 | 16,156. |
| 7 | Add lines 5 and 6 | 7 | 4,132,338. |
| 8 | Enter qualifying distributions from Part XII, line 4 | 8 | 4,683,111. |

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 | 16,156. |
| 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 | 16,156. |
| 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 | 16,156. |
| 6 Credits/Payments: | | | | |
| a 2009 estimated tax payments and 2008 overpayment credited to 2009 | 6a | 14,726. | | |
| b Exempt foreign organizations - tax withheld at source | 6b | | | |
| c Tax paid with application for extension of time to file (Form 8868) | 6c | 8,000. | | |
| d Backup withholding erroneously withheld | 6d | | | |
| 7 Total credits and payments. Add lines 6a through 6d | | | 7 | 22,726. |
| 8 Enter any **penalty** for underpayment of estimated tax. Check here ☒ if Form 2220 is attached | | | 8 | 38. |
| 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 | 6,532. |
| 11 Enter the amount of line 10 to be: **Credited to 2010 estimated tax** ▶ | 6,532. | **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)? *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.* | 1b | | X |
| c Did the foundation file **Form 1120-POL** for this year? | 1c | | X |
| d Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: (1) On the foundation. ▶ $ 0. (2) On foundation managers. ▶ $ 0. | | | |
| e Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers. ▶ $ 0. | | | |
| 2 Has the foundation engaged in any activities that have not previously been reported to the IRS? *If "Yes," attach a detailed description of the activities.* | 2 | | X |
| 3 Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? *If "Yes," attach a conformed copy of the changes* | 3 | | X |
| 4a Did the foundation have unrelated business gross income of $1,000 or more during the year? | 4a | X | |
| b If "Yes," has it filed a tax return on **Form 990-T** for this year? | 4b | X | |
| 5 Was there a liquidation, termination, dissolution, or substantial contraction during the year? *If "Yes," attach the statement required by General Instruction T.* | 5 | | X |
| 6 Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument? | 6 | X | |
| 7 Did the foundation have at least $5,000 in assets at any time during the year? *If "Yes," complete Part II, col. (c), and Part XV.* | 7 | X | |
| 8a Enter the states to which the foundation reports or with which it is registered (see instructions) ▶ NJ, MA | | | |
| b If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by *General Instruction G? If "No," attach explanation* | 8b | X | |
| 9 Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 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)*

| | | Line | Yes | No |
|---|---|---|---|---|
| 11 | At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule (see instructions) | 11 | | X |
| 12 | Did the foundation acquire a direct or indirect interest in any applicable insurance contract before August 17, 2008? | 12 | | X |
| 13 | Did the foundation comply with the public inspection requirements for its annual returns and exemption application? | 13 | X | |

Website address ▶ WWW.GARFIELDFOUNDATION.ORG

14 The books are in care of ▶ RAICH ENDE MALTER & CO. LLP Telephone no. ▶ 212-695-7003

Located at ▶ 90 MERRICK AVE, STE 802, EAST MEADOW, NY ZIP+4 ▶ 11554

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.**

| | | | Line | 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 |

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

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

**(1)** Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))? ☐ Yes ☒ No

**(2)** Influence the outcome of any specific public election (see section 4955); or to carry on, directly or indirectly, any voter registration drive? ☐ Yes ☒ No

**(3)** Provide a grant to an individual for travel, study, or other similar purposes? ☐ Yes ☒ No

**(4)** Provide a grant to an organization other than a charitable, etc., organization described in section 509(a)(1), (2), or (3), or section 4940(d)(2)? ☒ Yes ☐ No

**(5)** Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals? ☐ Yes ☒ No

**b** If any answer is "Yes" to 5a(1)-(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance (see instructions)? **5b** — No: 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** — No: 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 |
|---|---|---|---|---|
| BRIAN GARFIELD<br>115 W. CALIFORNIA BLVD #404<br>PASADENA, CA 91105 | TRUSTEE- PRESIDENT<br>10.00 | 10,000. | 0. | 0. |
| RONALD BERMAN<br>50 MILLSTONE ROAD<br>EAST WINDSAR, NJ 08520 | TRUSTEE- VICE PRESIDENT<br>10.00 | 10,000. | 0. | 0. |
| MICHAEL BALDWIN<br>204 SPRING STREET<br>MARION , MA 02738 | TRUSTEE- SEC / TREAS<br>10.00 | 10,000. | 0. | 0. |

**2 Compensation of five highest-paid employees (other than those included on line 1). If none, enter "NONE."**

| (a) Name and address of each employee paid more than $50,000 | (b) Title, and average hours per week devoted to position | (c) Compensation | (d) Contributions to employee benefit plans and deferred compensation | (e) Expense account, other allowances |
|---|---|---|---|---|
| JENNIE CURTIS - 1239 LAKESHORE DRIVE, BOULDER, CO 80302 | EXECUTIVE DIRECTOR<br>40.00 | 187,375. | 2,600. | 0. |
| JENNIFER DOWNING<br>9 ALMY STREET, FAIRHAVEN, MA 02719 | PROGRAM ASSISTANT & ADMINISTRATION<br>40.00 | 63,207. | 2,600. | 0. |

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



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**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 |
|---|---|---|
| RICHARD R. REED<br>1411 LINCOLN STREET, BERKELEY, CA 94702 | CONSULTING FEES | 200,750. |
| ORSON WATSON PH D<br>65 ALBAN STREET, DORCHESTER, MA 02124 | CONSULTING FEES | 198,564. |
| BALDWIN BROTHERS INC<br>204 SPRING STREET, MARION, MA 027381570 | INVESTMENT MANAGEMENT FEES | 186,608. |
| JANIS B. ALCORN PH D<br>3508 WOODBINE STREET, CHEVY CHASE, MD 20815 | CONSULTING FEES | 69,812. |
| | | |
| **Total** number of others receiving over $50,000 for professional services ▶ | | 3 |

**Part IX-A** **Summary of Direct Charitable Activities**

| List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc. | Expenses |
|---|---|
| 1 FUNDS RECEIVED ARE USED TO PAY ADMINISTRATION EXPENSES, AND THE BALANCE IS DISTRIBUTED TO QUALIFIED CHARITABLE ORGANIZATIONS UNDER THE INTERNAL REVENUE CODE. | 4,848,034. |
| 2 SEE STATEMENT 10: RE-AMP PROJECT | 292,514. |
| 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.<br>3 | |
| **Total.** Add lines 1 through 3 ▶ | 0. |



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02-02-10

**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 | 38,548,707. |
| b | Average of monthly cash balances | | 1b | 2,338,386. |
| c | Fair market value of all other assets | | 1c | 0. |
| d | **Total** (add lines 1a, b, and c) | | 1d | 40,887,093. |
| e | Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation) | 1e 0. | | |
| 2 | Acquisition indebtedness applicable to line 1 assets | | 2 | 0. |
| 3 | Subtract line 2 from line 1d | | 3 | 40,887,093. |
| 4 | Cash deemed held for charitable activities. Enter 1 1/2% of line 3 (for greater amount, see instructions) | | 4 | 613,306. |
| 5 | **Net value of noncharitable-use assets.** Subtract line 4 from line 3. Enter here and on Part V, line 4 | | 5 | 40,273,787. |
| 6 | **Minimum investment return.** Enter 5% of line 5 | | 6 | 2,013,689. |

**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 | 2,013,689. |
| 2a | Tax on investment income for 2009 from Part VI, line 5 | 2a 16,156. | | |
| b | Income tax for 2009. (This does not include the tax from Part VI.) | 2b | | |
| c | Add lines 2a and 2b | | 2c | 16,156. |
| 3 | Distributable amount before adjustments. Subtract line 2c from line 1 | | 3 | 1,997,533. |
| 4 | Recoveries of amounts treated as qualifying distributions | | 4 | 0. |
| 5 | Add lines 3 and 4 | | 5 | 1,997,533. |
| 6 | Deduction from distributable amount (see instructions) | | 6 | 0. |
| 7 | **Distributable amount** as adjusted. Subtract line 6 from line 5. Enter here and on Part XIII, line 1 | | 7 | 1,997,533. |

**Part XII Qualifying Distributions** (see instructions)

| | | | |
|---|---|---|---|
| 1 | Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes: | | |
| a | Expenses, contributions, gifts, etc. - total from Part I, column (d), line 26 | 1a | 4,683,111. |
| b | Program-related investments - total from Part IX-B | 1b | 0. |
| 2 | Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes | 2 | |
| 3 | Amounts set aside for specific charitable projects that satisfy the: | | |
| a | Suitability test (prior IRS approval required) | 3a | |
| b | Cash distribution test (attach the required schedule) | 3b | |
| 4 | **Qualifying distributions.** Add lines 1a through 3b. Enter here and on Part V, line 8, and Part XIII, line 4 | 4 | 4,683,111. |
| 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 | 16,156. |
| 6 | **Adjusted qualifying distributions.** Subtract line 5 from line 4 | 6 | 4,666,955. |

**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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02-02-10

## 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 | | | | 1,997,533. |
| 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 1,183,560. | | | | |
| b From 2005 2,301,673. | | | | |
| c From 2006 2,135,126. | | | | |
| d From 2007 3,218,265. | | | | |
| e From 2008 3,041,962. | | | | |
| f **Total** of lines 3a through e | 11,880,586. | | | |
| 4 Qualifying distributions for 2009 from Part XII, line 4: ▶ $ 4,683,111. | | | | |
| 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 | | | | 1,997,533. |
| e Remaining amount distributed out of corpus | 2,685,578. | | | |
| 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 | 14,566,164. | | | |
| 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 | 1,183,560. | | | |
| 9 **Excess distributions carryover to 2010.** Subtract lines 7 and 8 from line 6a | 13,382,604. | | | |
| 10 Analysis of line 9: | | | | |
| a Excess from 2005 2,301,673. | | | | |
| b Excess from 2006 2,135,126. | | | | |
| c Excess from 2007 3,218,265. | | | | |
| d Excess from 2008 3,041,962. | | | | |
| e Excess from 2009 2,685,578. | | | | |

**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).)

NONE

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

NONE

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

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

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

SEE STATEMENT 17

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<br>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 18 | | | | |
| **Total** | | | ▶ 3a | 3569884. |
| *b Approved for future payment* | | | | |
| **Total** SEE STATEMENT 19 | | | ▶ 3b | 1056000. |

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

| Enter gross amounts unless otherwise indicated. | Unrelated business income (a) Business code | Unrelated business income (b) Amount | Excluded by section 512, 513, or 514 (c) Exclusion code | Excluded by section 512, 513, or 514 (d) Amount | (e) Related or exempt function income |
|---|---|---|---|---|---|
| 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 | 5,417. | |
| 4 Dividends and interest from securities | | | 14 | 983,649. | |
| 5 Net rental income or (loss) from real estate: | | | | | |
| a Debt-financed property | 531390 | <20,503.> | | | |
| b Not debt-financed property | | | | | |
| 6 Net rental income or (loss) from personal property | | | | | |
| 7 Other investment income | 531390 | <41,184.> | 15 | <56,761.> | |
| 8 Gain or (loss) from sales of assets other than inventory | 531390 | <5,013.> | 18 | 1,126,106. | 64. |
| 9 Net income or (loss) from special events | | | | | |
| 10 Gross profit or (loss) from sales of inventory | | | | | |
| 11 Other revenue: | | | | | |
| a REIMBURSED EXPENSES | | | 01 | 3,211. | |
| b IRS REFUND | | | | | 23,058. |
| c | | | | | |
| d | | | | | |
| e | | | | | |
| 12 Subtotal. Add columns (b), (d), and (e) | | <66,700.> | | 2,061,622. | 23,122. |

**13 Total.** Add line 12, columns (b), (d), and (e) 13 2,018,044.

(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). |
|---|---|
| 1B | INTERNAL REVENUE SERVICE REFUND CHECK FORM 990-PF |

**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

Signature of officer or trustee: [illegible signature] Date: 10/17/11 Title: TRUSTEE - SEC / TREAS

**Paid Preparer's Use Only**

| | | |
|---|---|---|
| Preparer's signature: [illegible signature] | Date: 10/16/11 | Check if self-employed ☐ Preparer's identifying number |
| Firm's name (or yours if self-employed), address, and ZIP code: RAICH ENDE MALTER & CO. LLP<br>90 MERRICK AVE, STE 802<br>EAST MEADOW, NY 11554 | | EIN<br>Phone no. 212-695-7003 |



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02-02-10

FORM 990-PF | ACCOUNTING FEES | STATEMENT 7

| DESCRIPTION | (A) EXPENSES PER BOOKS | (B) NET INVEST- MENT INCOME | (C) ADJUSTED NET INCOME | (D) CHARITABLE PURPOSES |
|---|---|---|---|---|
| ACCOUNTING FEES | 33,860. | 25,395. | | 8,465. |
| TO FORM 990-PF, PG 1, LN 16B | 33,860. | 25,395. | | 8,465. |

FORM 990-PF | TAXES | STATEMENT 8

| DESCRIPTION | (A) EXPENSES PER BOOKS | (B) NET INVEST- MENT INCOME | (C) ADJUSTED NET INCOME | (D) CHARITABLE PURPOSES |
|---|---|---|---|---|
| FOREIGN TAXES WITHHELD | 4,486. | 4,486. | | 0. |
| EXCISE TAX | 14,200. | 0. | | 0. |
| NEW YORK STATE EXCISE TAX | 611. | 611. | | 0. |
| TO FORM 990-PF, PG 1, LN 18 | 19,297. | 5,097. | | 0. |

FORM 990-PF | OTHER EXPENSES | STATEMENT 9

| DESCRIPTION | (A) EXPENSES PER BOOKS | (B) NET INVEST- MENT INCOME | (C) ADJUSTED NET INCOME | (D) CHARITABLE PURPOSES |
|---|---|---|---|---|
| INVESTMENT MANAGEMENT FEES | 186,608. | 186,608. | | 0. |
| TELEPHONE | 7,541. | 0. | | 7,541. |
| OFFICE EXPENSES | 10,141. | 0. | | 10,141. |
| RE-AMP PROJECT | 292,514. | 0. | | 292,514. |
| NON-DEDUCTIBLE EXPENSES | 6,773. | 0. | | 0. |
| FILING FEE | 694. | 0. | | 694. |
| DUES & FEES | 15,903. | 0. | | 15,903. |
| PORTFOLIO DEDUCTIONS THRU PARTNERSHIPS | 164,288. | 164,288. | | 0. |
| INVESTMENT INTEREST EXPENSES THRU PARTNERSHIPS | 49,034. | 49,034. | | 0. |
| PORTFOLIO DEDUCTIONS THRU PARTNERSHIPS REPORTED ON | 950. | 0. | | 0. |
| INVESTMENT INTEREST EXPENSES THRU PARTNERSHIPS REPORTED | 1,342. | 0. | | 0. |
| CONSULTING FEES | 306,646. | 0. | | 306,646. |

THE GARFIELD FOUNDATION CONTINUATION FOR 990-PF, PART IV
C/O R. BERMAN DEVELOPM[redacted] CO. LLC 22-2285[redacted] PAGE 1 OF 1

**Part IV** Capital Gains and Losses for Tax on Investment Income

| | (a) List and describe the kind(s) of property sold, e.g., real estate, 2-story brick warehouse; or common stock, 200 shs. MLC Co. | (b) How acquired P - Purchase D - Donation | (c) Date acquired (mo., day, yr.) | (d) Date sold (mo., day, yr.) |
|---|---|---|---|---|
| 1a | FIDELITY INVESTMENT - STATEMENT ATTACHED A | P | VARIOUS | VARIOUS |
| b | FIDELITY INVESTMENT - STATEMENT ATTACHED A | P | VARIOUS | VARIOUS |
| c | BASIS ADJUSTMENT POWERSHARES DB MULT SEC TR POWER | P | 06/02/09 | 02/09/10 |
| d | LOSS ON SALE OF POWERSHARES DB MULT SEC TR POWER | P | 06/02/09 | 02/09/10 |
| e | TYCO INTERNATIONAL LTD SECURITIES LITIGATION SETT | P | VARIOUS | 09/03/10 |
| f | ENRON CORPORATION SECURITIES LITIGATION SETTLEMEN | P | VARIOUS | 02/24/10 |
| g | CENDANT CORPORATION LITIGATION SETTLEMENT | P | VARIOUS | 10/15/10 |
| h | GAINS ON SALE THRU PARTNERSHIPS | P | VARIOUS | VARIOUS |
| i | LOSSES ON SALE THRU PARTNERSHIPS | P | VARIOUS | VARIOUS |
| j | SECTION 1231 LOSSES THRU PARTNERSHIPS | P | VARIOUS | VARIOUS |
| k | SECTION 1256 GAINS THRU PARTNERSHIPS | P | VARIOUS | VARIOUS |
| l | SECTION 1256 GAINS THRU PARTNERSHIPS | P | VARIOUS | VARIOUS |
| m | 500,000 SHS HORIZON ASIA FUND LTD | P | 12/30/03 | 01/25/10 |
| n | 1,000,000 SHS GAIN THRU BOSTWICK COMPOUND LP LIQU | P | 11/01/07 | 12/31/09 |
| o | 1,000,000 SHS LOSS THRU LONGACRE CAPITAL PARTNERS | P | 06/30/03 | 12/31/09 |

| | (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 | 2,356,359. | | 2,719,627. | <363,268.> |
| b | 9,796,912. | | 8,167,831. | 1,629,081. |
| c | 48,413. | | | 48,413. |
| d | | | 30,367. | <30,367.> |
| e | 606. | | | 606. |
| f | 6,408. | | | 6,408. |
| g | 1,194. | | | 1,194. |
| h | 154,387. | | | 154,387. |
| i | | | 429,768. | <429,768.> |
| j | | | 270. | <270.> |
| k | 1,165. | | | 1,165. |
| l | 1,747. | | | 1,747. |
| m | 822,738. | | 500,000. | 322,738. |
| n | 16,022. | | | 16,022. |
| o | | | 231,982. | <231,982.> |

| | Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69 | | | (l) Losses (from col. (h)) Gains (excess of col. (h) gain over col. (k), but not less than "-0-") |
|---|---|---|---|---|
| | (i) F.M.V. as of 12/31/69 | (j) Adjusted basis as of 12/31/69 | (k) Excess of col. (i) over col. (j), if any | |
| a | | | | <363,268.> |
| b | | | | 1,629,081. |
| c | | | | 48,413. |
| d | | | | <30,367.> |
| e | | | | 606. |
| f | | | | 6,408. |
| g | | | | 1,194. |
| h | | | | 154,387. |
| i | | | | <429,768.> |
| j | | | | <270.> |
| k | | | | 1,165. |
| l | | | | 1,747. |
| m | | | | 322,738. |
| n | | | | 16,022. |
| o | | | | <231,982.> |

| | | | |
|---|---|---|---|
| 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 | 1,126,106. |
| 3 | Net short-term capital gain or (loss) as defined in sections 1222(5) and (6): If gain, also enter in Part I, line 8, column (c). If (loss), enter "-0-" in Part I, line 8 | 3 | N/A |

# STATEMENT A

**Baldwin Brothers Inc.**
**Realized Gains and Losses**
**Garfield Foundation**
**674-931780**
**22-2285358**
**December 1, 2009 - November 30, 2010**

| Open Date | Close Date | Quantity | Security | Cost Basis | Proceeds | Short Term | Long Term |
|---|---|---|---|---|---|---|---|
| 05/02/08 | 12/02/09 | 10,000 00 | Hologic Inc | 239,282 00 | 143,226 30 | | (96,055 70) |
| 05/11/09 | 12/09/09 | 10,000 00 | Portfolio Recovery Associates Inc | 363,551 00 | 456,176 26 | 92,625 26 | |
| 03/31/00 | 12/24/09 | 200 00 | Amgen | 11,108 83 | 11,374 20 | | 265 37 |
| 03/31/00 | 12/24/09 | 6,800 00 | Amgen | 377,700 17 | 387,061 48 | | 9,361 31 |
| 04/28/99 | 12/24/09 | 80,793 32 | Franklin Inv Sec Total Return FD ADV | 806,026 82 | 777,199 38 | | (28,827 44) |
| 11/30/09 | 12/24/09 | 360 18 | Franklin Inv Sec Total Return FD ADV | 3,500 94 | 3,464 78 | (36 16) | |
| 10/30/09 | 12/24/09 | 298 03 | Franklin Inv Sec Total Return FD ADV | 2,879 00 | 2,866 96 | (12 04) | |
| 09/30/09 | 12/24/09 | 309 92 | Franklin Inv Sec Total Return FD ADV | 2,975 23 | 2,981 31 | 6 08 | |
| 08/31/09 | 12/24/09 | 265 91 | Franklin Inv Sec Total Return FD ADV | 2,507 56 | 2,557 98 | 50 42 | |
| 07/31/09 | 12/24/09 | 327 82 | Franklin Inv Sec Total Return FD ADV | 3,071 65 | 3,153 48 | 81 83 | |
| 06/30/09 | 12/24/09 | 364 60 | Franklin Inv Sec Total Return FD ADV | 3,332 45 | 3,507 31 | 174 86 | |
| 05/29/09 | 12/24/09 | 332 78 | Franklin Inv Sec Total Return FD ADV | 3,024 99 | 3,201 23 | 176 24 | |
| 04/30/09 | 12/24/09 | 325 92 | Franklin Inv Sec Total Return FD ADV | 2,916 95 | 3,135 18 | 218 23 | |
| 01/30/09 | 12/24/09 | 353 37 | Franklin Inv Sec Total Return FD ADV | 3,095 48 | 3,399 23 | 303 75 | |
| 03/31/09 | 12/24/09 | 382 91 | Franklin Inv Sec Total Return FD ADV | 3,342 78 | 3,683 41 | 340 63 | |
| 12/31/08 | 12/24/09 | 401 33 | Franklin Inv Sec Total Return FD ADV | 3,499 57 | 3,860 60 | 361 03 | |
| 12/31/08 | 12/24/09 | 1,932 38 | Franklin Inv Sec Total Return FD ADV | 16,850 31 | 18,588 68 | 1,738 37 | |
| 10/31/08 | 12/24/09 | 257 09 | Franklin Inv Sec Total Return FD ADV | 2,213 58 | 2,473 14 | | 259 56 |
| 02/27/09 | 12/24/09 | 364 56 | Franklin Inv Sec Total Return FD ADV | 3,138 89 | 3,506 95 | 368 06 | |
| 12/01/08 | 12/24/09 | 352 02 | Franklin Inv Sec Total Return FD ADV | 3,027 40 | 3,386 32 | | 358 92 |
| 12/11/08 | 12/31/09 | 500,000 00 | Wells Fargo Capital XVNotes 9 750% Due 12-29-49 | 483,125 00 | 530,625 00 | | 47,500 00 |
| 06/02/09 | 02/09/10 | 15,000 00 | Powershares DB Mult Sec Tr Power | 427,453 50 | 379,040 67 | (48,412 83) | |
| 03/31/97 | 02/16/10 | 8,100 00 | Burlington Northn Inc | 227,093 00 | 810,000 00 | | 582,907 00 |
| 02/17/09 | 04/05/10 | 5,000 00 | iShares iBoxx $ InvesTop | 495,197 50 | 522,772 16 | | 27,574 66 |
| 07/13/93 | 04/08/10 | 250,000 00 | Quebec Prov Canada DEB 7 500% Due 07-15-23 | 256,775 00 | 310,625 00 | | 53,850 00 |
| 08/11/94 | 04/09/10 | 500,000 00 | New York Tel Co DEB 7 000% Due 12-01-33 | 453,800 00 | 495,000 00 | | 41,200 00 |
| 08/11/94 | 04/09/10 | 250,000 00 | New York Tel Co DEB 7 000% Due 12-01-33 | 217,150 00 | 247,500 00 | | 30,350 00 |
| 03/21/07 | 04/20/10 | 3,200 00 | Duke Energy Corp (New) | 65,216 00 | 52,119 16 | | (13,096 84) |
| 03/21/07 | 04/20/10 | 4,800 00 | Duke Energy Corp (New) | 97,824 00 | 78,197 87 | | (19,626 13) |
| 02/26/04 | 04/20/10 | 4,900 00 | Verizon Communications | 177,313 55 | 146,009 58 | | (31,303 97) |
| 07/20/09 | 06/22/10 | 5,500 00 | Nokia Corp Sponsored ADR | 72,688 55 | 47,136 95 | (25,551 60) | |
| 07/17/09 | 06/22/10 | 24,500 00 | Nokia Corp Sponsored ADR | 317,208 85 | 209,973 67 | (107,235 18) | |
| 03/27/08 | 06/22/10 | 149 61 | Vanguard Precious Metals & Mining | 5,225 74 | 3,026 38 | | (2,199 36) |
| 03/27/08 | 06/22/10 | 686 83 | Vanguard Precious Metals & Mining | 23,990 88 | 13,893 71 | | (10,097 17) |
| 03/27/08 | 06/22/10 | 12 24 | Vanguard Precious Metals & Mining | 427 56 | 247 62 | | (179 94) |
| 12/17/07 | 06/22/10 | 421 50 | Vanguard Precious Metals & Mining | 13,150 68 | 8,526 39 | | (4,624 29) |
| 12/17/07 | 06/22/10 | 1,898 09 | Vanguard Precious Metals & Mining | 59,220 46 | 38,396 19 | | (20,824 27) |
| 12/17/07 | 06/22/10 | 222 99 | Vanguard Precious Metals & Mining | 6,957 13 | 4,510 73 | | (2,446 40) |
| 03/21/07 | 06/22/10 | 35 28 | Vanguard Precious Metals & Mining | 1,035 42 | 713 63 | | (321 79) |
| 03/22/07 | 06/22/10 | 463 56 | Vanguard Precious Metals & Mining | 13,605 42 | 9,377 24 | | (4,228 18) |
| 03/21/07 | 06/22/10 | 3 53 | Vanguard Precious Metals & Mining | 103 54 | 71 37 | | (32 17) |
| 12/26/06 | 06/22/10 | 320 22 | Vanguard Precious Metals & Mining | 8,847 55 | 6,477 58 | | (2,369 97) |
| 12/26/06 | 06/22/10 | 944 30 | Vanguard Precious Metals & Mining | 26,090 87 | 19,101 99 | | (6,988 88) |
| 12/26/06 | 06/22/10 | 619 31 | Vanguard Precious Metals & Mining | 17,111 55 | 12,527 94 | | (4,583 61) |
| 03/23/06 | 06/22/10 | 146 40 | Vanguard Precious Metals & Mining | 3,933 63 | 2,961 40 | | (972 23) |
| 03/24/06 | 06/22/10 | 21 51 | Vanguard Precious Metals & Mining | 577 93 | 435 08 | | (142 85) |
| 03/24/06 | 06/22/10 | 13 88 | Vanguard Precious Metals & Mining | 372 86 | 280 70 | | (92 16) |
| 02/02/06 | 06/22/10 | 18,642 80 | Vanguard Precious Metals & Mining | 500,000 00 | 377,122 20 | | (122,877 80) |
| 03/22/10 | 06/22/10 | 15 83 | Vanguard Precious Metals & Mining | 330 28 | 320 14 | (10 14) | |
| 12/15/09 | 06/22/10 | 280 75 | Vanguard Precious Metals & Mining | 5,651 52 | 5,679 27 | 27 75 | |
| 03/20/09 | 06/22/10 | 269 74 | Vanguard Precious Metals & Mining | 3,242 26 | 5,456 51 | | 2,214 25 |
| 12/16/08 | 06/22/10 | 1,167 74 | Vanguard Precious Metals & Mining | 13,358 90 | 23,621 94 | | 10,263 04 |
| 12/16/08 | 06/22/10 | 3,705 36 | Vanguard Precious Metals & Mining | 42,389 28 | 74,955 04 | | 32,565 76 |
| 09/28/09 | 06/25/10 | 9,500 00 | McAfee Inc | 412,929 85 | 298,755 69 | (114,174 16) | |
| 10/30/09 | 06/25/10 | 2,500 00 | McAfee Inc | 102,348 00 | 78,619 92 | (23,728 08) | |
| 11/24/09 | 06/29/10 | 47 01 | Loomis Sayles Global Bond Fund | 765 32 | 730 54 | (34 78) | |
| 10/22/09 | 06/29/10 | 15,441 63 | Loomis Sayles Global Bond Fund | 250,000 00 | 239,962 94 | (10,037 06) | |
| 10/27/09 | 06/29/10 | 50 64 | Loomis Sayles Global Bond Fund | 812 23 | 786 91 | (25 32) | |
| 12/11/09 | 06/29/10 | 97 51 | Loomis Sayles Global Bond Fund | 1,560 14 | 1,515 29 | (44 85) | |

## STATEMENT A

**Baldwin Brothers Inc.**
**Realized Gains and Losses**
**Garfield Foundation**
**674-931780**
**22-2285358**
**December 1, 2009 - November 30, 2010**

| Open Date | Close Date | Quantity | Security | Cost Basis | Proceeds | Short Term | Long Term |
|---|---|---|---|---|---|---|---|
| 01/26/10 | 06/29/10 | 47 52 | Loomis Sayles Global Bond Fund | 758 38 | 738 43 | (19 95) | |
| 04/27/10 | 06/29/10 | 45.47 | Loomis Sayles Global Bond Fund | 722 57 | 706 65 | (15 92) | |
| 03/23/10 | 06/29/10 | 45 08 | Loomis Sayles Global Bond Fund | 715 79 | 700 47 | (15 32) | |
| 02/23/10 | 06/29/10 | 47 28 | Loomis Sayles Global Bond Fund | 741 87 | 734 78 | (7 09) | |
| 06/22/10 | 06/29/10 | 26 81 | Loomis Sayles Global Bond Fund | 415 78 | 416 58 | 0 80 | |
| 05/26/10 | 06/29/10 | 47 38 | Loomis Sayles Global Bond Fund | 723 07 | 736 33 | 13 26 | |
| 04/09/10 | 06/30/10 | 5,000 00 | Schnitzer Steel Industries Inc CL A | 279,892 45 | 201,001 59 | (78,890 86) | |
| 03/26/08 | 09/13/10 | 250,000 00 | General Electric Corp<br>4 250% Due 09-13-10 | 256,312 50 | 250,000 00 | | (6,312 50) |
| 04/20/10 | 09/21/10 | 3,500 00 | Life Technologies Corp | 186,515 00 | 163,939 33 | (22,575 67) | |
| 04/20/10 | 09/21/10 | 4,500 00 | Life Technologies Corp | 239,707 02 | 210,779 13 | (28,927 89) | |
| 08/21/07 | 09/22/10 | 2,312 00 | Hewlett-Packard Co | 106,375 12 | 91,033 55 | | (15,341 57) |
| 03/31/97 | 09/22/10 | 13,512 00 | Hewlett-Packard Co | 288,582 69 | 532,026 53 | | 243,443 84 |
| 05/28/09 | 10/07/10 | 2,000 00 | Brazil iShares MSCI | 107,607 80 | 156,188 10 | | 48,580 30 |
| 05/12/09 | 10/07/10 | 2,500 00 | Brazil iShares MSCI | 127,875 00 | 195,235 12 | | 67,360 12 |
| 05/12/09 | 10/07/10 | 500 00 | Brazil iShares MSCI | 25,574 40 | 39,047 02 | | 13,472 62 |
| 05/28/09 | 10/07/10 | 250 00 | Brazil iShares MSCI | 13,450 97 | 19,536 63 | | 6,085 65 |
| 12/10/01 | 11/04/10 | 100 00 | CVS Caremark Corporation | 1,369 50 | 3,108 95 | | 1,739 45 |
| 12/10/01 | 11/04/10 | 900 00 | CVS Caremark Corporation | 12,325 50 | 27,985 02 | | 15,659 52 |
| 12/10/01 | 11/04/10 | 400 00 | CVS Caremark Corporation | 5,478 00 | 12,435 86 | | 6,957 86 |
| 12/10/01 | 11/04/10 | 200 00 | CVS Caremark Corporation | 2,739 00 | 6,217 97 | | 3,478 97 |
| 12/10/01 | 11/04/10 | 200 00 | CVS Caremark Corporation | 2,739 00 | 6,209 89 | | 3,470 89 |
| 07/06/98 | 11/04/10 | 13,150 00 | Staples | 158,799 16 | 272,205 38 | | 113,406 22 |
| 07/06/98 | 11/04/10 | 300 00 | Staples | 3,622 79 | 6,205 16 | | 2,582 37 |
| 12/10/01 | 11/04/10 | 8,200 00 | CVS Caremark Corporation | 112,299 00 | 254,943 68 | | 142,644 68 |
| 12/22/08 | 11/05/10 | 500,000 00 | Philips Electronics Notes<br>5 750% Due 03-11-18 | 472,900.00 | 584,400 00 | | 111,500 00 |
| 04/24/08 | 11/05/10 | 4,900 00 | Gilead Sciences | 249,484 48 | 189,801 61 | | (59,682 87) |
| 12/16/08 | 11/05/10 | 500,000 00 | Estee Lauder<br>5 550% Due 05-15-17 | 458,047 00 | 567,200 00 | | 109,153 00 |
| 06/24/02 | 11/05/10 | 5,723 00 | Comcast Corp New Cl A | 75,963 18 | 119,875 47 | | 43,912 29 |
| 06/24/02 | 11/05/10 | 100 00 | Comcast Corp New Cl A | 1,327 33 | 2,078 96 | | 751 63 |
| 09/30/09 | 11/08/10 | 5,000 00 | Solar Millennium AG | 170,034 50 | 141,021 00 | | (29,013 50) |
| 11/06/08 | 11/10/10 | 1,000,000 00 | Target Corp<br>6 000% Due 01-15-18 | 862,430 00 | 1,200,882 71 | | 338,452 71 |
| | | | | **10,887,458.40** | **12,153,270.48** | **(363,268.33)** | **1,629,080.40** |
| | | | **Total Long** | **8,167,831.43** | **9,796,911.84** | | **1,629,080.41** |
| | | | **Total Short** | **2,719,626.97** | **2,356,358.64** | **(363,268.33)** | |
| | | | | **-** | **-** | **0.00** | **(0.01)** |

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

# Depreciation and Amortization 990-PF
**(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 |
|---|---|---|
| THE GARFIELD FOUNDATION C/O R. BERMAN DEVELOPMENT CO. LLC | FORM 990-PF PAGE 1 | 22-2285358 |

**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 | 750. |
| 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 | | | | | | |
| b 5-year property | | | | | | |
| c 7-year property | | | | | | |
| 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) | (c) | (d) | (e) | (f) | (g) |
|---|---|---|---|---|---|---|
| 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 | 750. |
| 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 | |

THE GA[illegible]IELD FOUNDATION

Form 4562 (2009) C/O R. BERMAN DEVELOPMENT CO. LLC 22-2285358 Page **2**

**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** | |

2009 DEPRECIATION AND AMORTIZATION REPORT

FORM 990-PF PAGE 1 990-PF

| Asset No | Description | Date Acquired | Method | Life | Line No | Unadjusted Cost Or Basis | Bus % Excl | * Reduction In Basis | Basis For Depreciation | Accumulated Depreciation | Current Sec 179 | Current Year Deduction |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | LEASEHOLD IMPROVEMENTS | 031201 | SL | 27.50 | 17 | 6,323. | | | 6,323. | 2,003. | | 230. |
| 2 | FURNITURE & FIXTURES | 030801 | 200DB | 7.00 | 17 | 1,470. | | | 1,470. | 1,470. | | 0. |
| 3 | VIEWSONIC17".26 SVGA COLOR MONITOR | 071601 | 200DB | 5.00 | 17 | 394. | | | 394. | 394. | | 0. |
| 4 | PENTIUM III 800MHZ COMPUTER | 012201 | 200DB | 5.00 | 17 | 2,185. | | | 2,185. | 2,185. | | 0. |
| 5 | HP DESKJET 1250CSE COLOR PRINTER | 012201 | 200DB | 5.00 | 17 | 675. | | | 675. | 675. | | 0. |
| 6 | PROGRAM EQUIPMENT | 100202 | 200DB | 5.00 | 17 | 1,872. | | | 1,872. | 1,872. | | 0. |
| 7 | SOFTWARE | 071502 | 200DB | 3.00 | 17 | 6,280. | | | 6,280. | 6,280. | | 0. |
| 8 | SOFTWARE | 102902 | 200DB | 3.00 | 17 | 4,606. | | | 4,606. | 4,606. | | 0. |
| 9 | FURNITURE & FIXTURES | 033103 | 200DB | 7.00 | 17 | 1,729. | | | 1,729. | 1,652. | | 77. |
| 10 | FURNITURE & FIXTURES | 082903 | 200DB | 7.00 | 17 | 1,446. | | | 1,446. | 1,382. | | 64. |
| 11 | PROGRAM EQUIPMENT | 121302 | 200DB | 5.00 | 17 | 895. | | | 895. | 895. | | 0. |
| 12 | PROGRAM EQUIPMENT | 051804 | 200DB | 5.00 | 17 | 1,910. | | | 1,910. | 1,910. | | 0. |
| 13 | PROGRAM EQUIPMENT | 111704 | 200DB | 5.00 | 17 | 3,512. | | | 3,512. | 3,512. | | 0. |
| 14 | PROGRAM EQUIPMENT - LCD PROJECTOR | 042407 | 200DB | 5.00 | 17 | 1,126. | | | 1,126. | 782. | | 145. |
| 15 | FURNITURE & FIXTURES | 093008 | 200DB | 7.00 | 17 | 1,188. | | | 1,188. | 369. | | 234. |
| | * TOTAL 990-PF PG 1 DEPR | | | | | 35,611. | | 0. | 35,611. | 29,987. | 0. | 750. |

928102
06-24-09

(D) - Asset disposed

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

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

| SOURCE | AMOUNT |
|---|---|
| ROOT CAPITAL - ECOLOGICS ENTERPRISE | 2,500. |
| RUDOLF STEINER FOUNDATION INC | 2,917. |
| TOTAL TO FORM 990-PF, PART I, LINE 3, COLUMN A | 5,417. |

FORM 990-PF DIVIDENDS AND INTEREST FROM SECURITIES STATEMENT 2

| SOURCE | GROSS AMOUNT | CAPITAL GAINS DIVIDENDS | COLUMN (A) AMOUNT |
|---|---|---|---|
| FIDELITY INVESTMENTS | 766,225. | 0. | 766,225. |
| FIDELITY INVESTMENTS - US INTEREST | 47,625. | 0. | 47,625. |
| FIDELITY INVESTMENTS TAX-EXEMPT INCOME | 9,387. | 0. | 9,387. |
| INTEREST & DIVIDENDS THRU PARTNERSHIPS | 160,259. | 0. | 160,259. |
| PINNACOL ASSURANCES | 153. | 0. | 153. |
| TOTAL TO FM 990-PF, PART I, LN 4 | 983,649. | 0. | 983,649. |

FORM 990-PF RENTAL INCOME STATEMENT 3

| KIND AND LOCATION OF PROPERTY | ACTIVITY NUMBER | GROSS RENTAL INCOME |
|---|---|---|
| UNRELATED INCOME/(LOSS) FROM ROSE SMART GROWTH INVESTMENT FUND | 5 | <129,206.> |
| UNRELATED INCOME/(LOSS) FROM ROSE SMART GROWTH INVESTMENT FUND | 6 | 108,703. |
| TOTAL TO FORM 990-PF, PART I, LINE 5A | | <20,503.> |

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

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

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 2,356,359. | 2,719,627. | 0. | 0. | <363,268.> |

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

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 9,796,912. | 8,167,831. | 0. | 0. | 1,629,081. |

| (A) DESCRIPTION OF PROPERTY | MANNER ACQUIRED | DATE ACQUIRED | DATE SOLD |
|---|---|---|---|
| BASIS ADJUSTMENT POWERSHARES DB MULT SEC TR POWER | PURCHASED | 06/02/09 | 02/09/10 |

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 48,413. | 0. | 0. | 0. | 48,413. |

| (A) DESCRIPTION OF PROPERTY | MANNER ACQUIRED | DATE ACQUIRED | DATE SOLD |
|---|---|---|---|
| LOSS ON SALE OF POWERSHARES DB MULT SEC TR POWER | PURCHASED | 06/02/09 | 02/09/10 |

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 0. | 30,367. | 0. | 0. | <30,367.> |

| (A) DESCRIPTION OF PROPERTY | MANNER ACQUIRED | DATE ACQUIRED | DATE SOLD |
|---|---|---|---|
| TYCO INTERNATIONAL LTD SECURITIES LITIGATION SETTLEMENT | PURCHASED | VARIOUS | 09/03/10 |

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 606. | 0. | 0. | 0. | 606. |

| (A) DESCRIPTION OF PROPERTY | MANNER ACQUIRED | DATE ACQUIRED | DATE SOLD |
|---|---|---|---|
| ENRON CORPORATION SECURITIES LITIGATION SETTLEMENT | PURCHASED | VARIOUS | 02/24/10 |

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 6,408. | 0. | 0. | 0. | 6,408. |

| (A) DESCRIPTION OF PROPERTY | MANNER ACQUIRED | DATE ACQUIRED | DATE SOLD |
|---|---|---|---|
| CENDANT CORPORATION LITIGATION SETTLEMENT | PURCHASED | VARIOUS | 10/15/10 |

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 1,194. | 0. | 0. | 0. | 1,194. |

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

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 154,387. | 0. | 0. | 0. | 154,387. |

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

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 0. | 429,768. | 0. | 0. | <429,768.> |

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

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 0. | 270. | 0. | 0. | <270.> |

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

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 1,165. | 0. | 0. | 0. | 1,165. |

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

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 1,747. | 0. | 0. | 0. | 1,747. |

| (A) DESCRIPTION OF PROPERTY | MANNER ACQUIRED | DATE ACQUIRED | DATE SOLD |
|---|---|---|---|
| 500,000 SHS HORIZON ASIA FUND LTD | PURCHASED | 12/30/03 | 01/25/10 |

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 822,738. | 500,000. | 0. | 0. | 322,738. |

| (A) DESCRIPTION OF PROPERTY | MANNER ACQUIRED | DATE ACQUIRED | DATE SOLD |
|---|---|---|---|
| 1,000,000 SHS GAIN THRU BOSTWICK COMPOUND LP LIQUIDATION | PURCHASED | 11/01/07 | 12/31/09 |

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 16,022. | 0. | 0. | 0. | 16,022. |

| (A) DESCRIPTION OF PROPERTY | MANNER ACQUIRED | DATE ACQUIRED | DATE SOLD |
|---|---|---|---|
| 1,000,000 SHS LOSS THRU LONGACRE CAPITAL PARTNERS LP LIQUIDATION | PURCHASED | 06/30/03 | 12/31/09 |

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 0. | 231,982. | 0. | 0. | <231,982.> |

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

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 396. | 0. | 0. | 0. | 396. |

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

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 0. | 5,452. | 0. | 0. | <5,452.> |

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

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 43. | 0. | 0. | 0. | 43. |

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

| (B) GROSS SALES PRICE | (C) COST OR OTHER BASIS | (D) EXPENSE OF SALE | (E) DEPREC. | (F) GAIN OR LOSS |
|---|---|---|---|---|
| 64. | 0. | 0. | 0. | 64. |

| | |
|---|---|
| NET GAIN OR LOSS FROM SALE OF ASSETS | 1,121,157. |
| CAPITAL GAINS DIVIDENDS FROM PART IV | 0. |
| TOTAL TO FORM 990-PF, PART I, LINE 6A | 1,121,157. |

FORM 990-PF OTHER INCOME STATEMENT 5

| DESCRIPTION | (A) REVENUE PER BOOKS | (B) NET INVEST- MENT INCOME | (C) ADJUSTED NET INCOME |
|---|---|---|---|
| UNRELATED INCOME THRU PARTNERSHIPS | <41,184.> | 0. | |
| OTHER INCOME THRU PARTNERSHIPS | <16,122.> | <16,122.> | |
| SECTION 988 GAIN/(LOSS) THRU PARTNERSHIPS | <40,639.> | <40,639.> | |
| REIMBURSED EXPENSES | 3,211. | 0. | |
| IRS REFUND | 23,058. | 0. | |
| TOTAL TO FORM 990-PF, PART I, LINE 11 | <71,676.> | <56,761.> | |

FORM 990-PF LEGAL FEES STATEMENT 6

| DESCRIPTION | (A) EXPENSES PER BOOKS | (B) NET INVEST- MENT INCOME | (C) ADJUSTED NET INCOME | (D) CHARITABLE PURPOSES |
|---|---|---|---|---|
| LEGAL FEES | 2,950. | 0. | | 2,950. |
| TO FM 990-PF, PG 1, LN 16A | 2,950. | 0. | | 2,950. |

| | | | | |
|---|---|---|---|---|
| BOOKKEEPING | 10,800. | 0. | | 10,800. |
| INSURANCE | 7,103. | 0. | | 7,103. |
| BANK CHARGES | 2,062. | 0. | | 2,062. |
| TO FORM 990-PF, PG 1, LN 23 | 1,062,399. | 399,930. | | 653,404. |

FOOTNOTES STATEMENT 10

SUPPLEMENTARY STATEMENTS

PART: XV LINE: 2 SUPPLEMENTARY INFORMATION

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

SUPPLEMENTARY STATEMENTS

PART: IX-A LINE: 2 SUPPLEMENTARY INFORMATION

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

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

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

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

FORM 990-PF OTHER INCREASES IN NET ASSETS OR FUND BALANCES STATEMENT 11

| DESCRIPTION | AMOUNT |
|---|---|
| PARTNERSHIP UNREALIZED APPRECIATION | 1,400,687. |
| TOTAL TO FORM 990-PF, PART III, LINE 3 | 1,400,687. |

FORM 990-PF U.S. AND STATE/CITY GOVERNMENT OBLIGATIONS STATEMENT 12

| DESCRIPTION | U.S. GOV'T | OTHER GOV'T | BOOK VALUE | FAIR MARKET VALUE |
|---|---|---|---|---|
| GOVERNMENT OBLIGATIONS - SEE STMT B | X | | 1,125,000. | 1,204,759. |
| TOTAL U.S. GOVERNMENT OBLIGATIONS | | | 1,125,000. | 1,204,759. |
| TOTAL STATE AND MUNICIPAL GOVERNMENT OBLIGATIONS | | | | |
| TOTAL TO FORM 990-PF, PART II, LINE 10A | | | 1,125,000. | 1,204,759. |

FORM 990-PF CORPORATE STOCK STATEMENT 13

| DESCRIPTION | BOOK VALUE | FAIR MARKET VALUE |
|---|---|---|
| CORPORATE STOCKS - SEE STMT B | 11,518,370. | 12,478,650. |
| MUTUAL FUNDS - SEE STMT B | 4,202,894. | 5,050,527. |
| TOTAL TO FORM 990-PF, PART II, LINE 10B | 15,721,264. | 17,529,177. |

FORM 990-PF CORPORATE BONDS STATEMENT 14

| DESCRIPTION | BOOK VALUE | FAIR MARKET VALUE |
|---|---|---|
| CORPORATE BONDS - SEE STMT B | 4,161,592. | 4,817,060. |
| TOTAL TO FORM 990-PF, PART II, LINE 10C | 4,161,592. | 4,817,060. |

# STATEMENT B

Portfolio Evaluation for
Garfield Foundation
November 30, 2010    674-931780

| Quantity | Security Description | Purchase Date | Original Cost | Current Value | Gain/ (-Loss) | Annual Income |
|---|---|---|---|---|---|---|
| **Cash and Equivalents** | | | | | | |
| | Fidelity Fund | | 733,433.72 | 733,433.72 | | 73 34 |
| **Government Obligations** | | | | | | |
| 250,000 | United States Treasury Nts 5% 8/15/2011 5 % Due 8/15/2011 | 08/30/04 | 266,718 75 | 258,370.00 | (8,348.75) | 12,500.00 |
| 250,000 | United States Treasury Nts 4% 11/15/2012 4 % Due 11/15/2012 | 08/30/04 | 248,613.25 | 267,450.00 | 18,836.75 | 10,000.00 |
| 300,000 | US Treasury Note dtd 2/15/2006 4 5% Due 2/15/2016 | 05/05/08 | 317,871 09 | 344,790.00 | 26,918.91 | 13,500.00 |
| 300,000 | US Treasury Note dtd 5/15/2008 3.875% Due 5/15/2018 | 06/19/08 | 291,796.88 | 334,149.00 | 42,352.12 | 11,625.00 |
| **Government Obligations TOTAL** | | | **1,124,999.97** | **1,204,759.00** | **79,759.03** | **47,625.00** |
| **Corporate Bonds** | | | | | | |
| **Bonds** | | | | | | |
| 300,000 | General Electric Cap Corp 5 % Due 11/15/2011 | 11/02/07 | 303,381.00 | 312,267.00 | 8,886.00 | 15,000 00 |
| 300,000 | Bottling Group LLC 4.625 % Due 11/15/2012 | 09/27/07 | 294,786.00 | 321,057.00 | 26,271.00 | 13,875 00 |
| 250,000 | HSBC Bank USA 4.625% Due 4/1/2014 | 03/31/06 | 233,980.00 | 263,487.50 | 29,507.50 | 11,562 50 |
| 500,000 | Goldman Sachs Group Notes 5.5% Due 11/15/20145 | 12/31/08 | 471,965.00 | 546,995.00 | 75,030 00 | 27,500 00 |
| 250,000 | Credit Suisse First Boston USA Inc. 4 875% Due 1/15/2015 | 05/15/06 | 231,982.50 | 272,837.50 | 40,855 00 | 12,187 50 |
| 300,000 | JP Morgan Chase & Co. 5.15% Due 10/1/2015 | 01/01/60 | 301,404 00 | 324,312 00 | 22,908.00 | 15,450.00 |
| 250,000 | Goldman Sachs Grp Inc. 5 35% Due 1/15/2016 | 04/27/06 | 240,915.25 | 270,842 50 | 29,927.25 | 13,375.00 |
| 300,000 | Verizon Communications inc 5 5% Due 4/1/2017 | 02/05/08 | 308,001 00 | 341,160 00 | 33,159.00 | 16,500 00 |
| 500,000 | British Telecom PLC Notes 5.95% Due 1/15/2018 | 01/14/09 | 444,325 00 | 552,185 00 | 107,860.00 | 29,750.00 |
| 1,000,000 | Verizon Communications 5.5% Due 2/15/2018 | 12/05/08 | 893,000.00 | 1,134,770 00 | 241,770 00 | 55,000.00 |
| | | | **3,723,739.75** | **4,339,913.50** | **616,173.75** | **210,200.00** |

# STATEMENT B

Portfolio Evaluation for
Garfield Foundation
November 30, 2010 674-931780

| Quantity | Security Description | Purchase Date | Original Cost | Current Value | Gain/ (-Loss) | Annual Income |
|---|---|---|---|---|---|---|
| **Corporate Bonds Total** | | | **3,723,739.75** | **4,339,913.50** | **616,173.75** | **210,200.00** |
| **Foreign Bonds** | | | | | | |
| **250,000** | National Australia Bank (AUD) 4.76% Due 1/27/2012 | 09/17/09 | 217,003 12 | 236,101 45 | 19,098 33 | 11,900.00 |
| **250,000** | New South Wales Treasury Bond AUD 5.5% Bonds due 8/1/2014 | 09/17/09 | 220,848.75 | 241,045.12 | 20,196.37 | 13,750 00 |
| | | | **437,851.87** | **477,146.57** | **39,294.70** | **25,650.00** |
| **Foreign Bonds Total** | | | **437,851.87** | **477,146.57** | **39,294.70** | **25,650.00** |
| **Grand Total Bonds** | | | **4,161,591.62** | **4,817,060.07** | **655,468.45** | **235,850.00** |
| **Community Investments** | | | | | | |
| **200,000** | Rudolf Steiner Foundation 1% Due 12/31/2015 | 10/13/06 | 250,542 97 | 207,892 00 | (42,650.97) | 2,000 00 |
| **250,000** | Rudolf Steiner Foundation 1% Due 12/31/2015 | 11/24/03 | 250,000 00 | 286,063 00 | 36,063 00 | 2,500.00 |
| **125,000** | Root Capital 1% Due 5/18/2011 | 11/18/03 | 125,000 00 | 125,000 00 | 0.00 | 1,250 00 |
| **25,000** | Root Capital 1% Due 5/18/2011 | 11/18/03 | 25,000.00 | 25,000.00 | 0.00 | 250.00 |
| **100,000** | Root Capital 1% Due 5/18/2011 | 11/18/03 | 100,000 00 | 100,000.00 | 0.00 | 1,000 00 |
| **250,000** | **Root Capital** | | **250,000.00** | **250,000.00** | **0.00** | **2,500.00** |
| **Community Investments TOTAL** | | | **750,542.97** | **743,955.00** | **(6,587.97)** | **7,000.00** |
| **Common Stock** | | | | | | |
| Consumer Discretion | | | | | | |
| 20,000 | Koninklijke Philips Electronics NV | 03/26/10 | 665,170 00 | 542,000 00 | (123,170.00) | 18,917.18 |
| 552 | Koninklijke Philips Electronics NV | 04/28/10 | 18,525 12 | 14,959 20 | (3,565 92) | 522 11 |
| **20,552** | **Koninklijke Philips Electronics NV** | | **683,695.12** | **556,959.20** | **(126,735.92)** | **19,439.29** |
| Consumer Staples | | | | | | |
| 6,000 | Procter & Gamble Co | 06/13/97 | 209,749 16 | 366,420 00 | 156,670 84 | 12,600 00 |

# STATEMENT B

**Portfolio Evaluation for**
**Garfield Foundation**
**November 30, 2010    674-931780**

| Quantity | Security Description | Purchase Date | Original Cost | Current Value | Gain/ (-Loss) | Annual Income |
|---|---|---|---|---|---|---|
| Alternative Energy | | | | | | |
| 5,000 | American Superconductor Corp | 10/12/10 | 186,989 00 | 166,400.00 | (20,589 00) | 0 00 |
| 10,000 | American Superconductor Corp | 11/11/10 | 355,000 00 | 332,800 00 | (22,200.00) | 0 00 |
| **15,000** | **American Superconductor Corp** | | **541,989.00** | **499,200.00** | **(42,789.00)** | **0.00** |
| Financials | | | | | | |
| 15,000 | Annaly Capital Management | 02/11/08 | 311,619 00 | 272,850.00 | (38,769.00) | 36,000.00 |
| 24,000 | Capital Source, Inc. | 05/11/09 | 100,567.20 | 155,040.00 | 54,472.80 | 960.00 |
| 16,500 | Capital Source, Inc. | 07/20/09 | 72,270.00 | 106,590.00 | 34,320 00 | 660.00 |
| 3,500 | Capital Source, Inc. | 07/20/09 | 15,260 00 | 22,610 00 | 7,350 00 | 140.00 |
| 100 | Capital Source, Inc. | 03/02/10 | 579.99 | 646.00 | 66 01 | 4 00 |
| 100 | Capital Source, Inc. | 03/02/10 | 579 96 | 646 00 | 66 04 | 4.00 |
| 100 | Capital Source, Inc. | 03/02/10 | 577.96 | 646 00 | 68 04 | 4.00 |
| 300 | Capital Source, Inc | 03/02/10 | 1,736 97 | 1,938 00 | 201 03 | 12.00 |
| 200 | Capital Source, Inc. | 03/02/10 | 1,157 96 | 1,292 00 | 134.04 | 8.00 |
| 200 | Capital Source, Inc. | 03/02/10 | 1,155.84 | 1,292 00 | 136.16 | 8.00 |
| 500 | Capital Source, Inc | 03/02/10 | 2,899.90 | 3,230.00 | 330 10 | 20.00 |
| 400 | Capital Source, Inc. | 03/02/10 | 2,311 92 | 2,584.00 | 272 08 | 16.00 |
| 300 | Capital Source, Inc. | 03/02/10 | 1,737 50 | 1,938.00 | 200.50 | 12.00 |
| 2,500 | Capital Source, Inc | 03/02/10 | 14,475 00 | 16,150 00 | 1,675.00 | 100.00 |
| 2,500 | Capital Source, Inc | 03/02/10 | 14,475 00 | 16,150.00 | 1,675.00 | 100.00 |
| 1,400 | Capital Source, Inc. | 03/02/10 | 8,087.00 | 9,044 00 | 957 00 | 56.00 |
| 7,600 | Capital Source, Inc | 03/02/10 | 43,928 00 | 49,096.00 | 5,168 00 | 304.00 |
| 3,200 | Capital Source, Inc. | 03/02/10 | 18,560.00 | 20,672.00 | 2,112 00 | 128.00 |
| 2,700 | Capital Source, Inc | 03/02/10 | 15,660 00 | 17,442.00 | 1,782.00 | 108.00 |
| 8,900 | Capital Source, Inc. | 03/02/10 | 51,603 98 | 57,494 00 | 5,890.02 | 356.00 |
| **75,000** | **Capital Source, Inc.** | | **367,624.18** | **484,500.00** | **116,875.82** | **3,000.00** |
| 15,000 | J P Morgan Chase & Company | 03/03/10 | 629,733.00 | 561,000 00 | (68,733.00) | 15,000 00 |
| 50,000 | Synovus Financial | 08/31/09 | 185,035 00 | 101,500 00 | (83,535 00) | 2,000 00 |
| 25,000 | Synovus Financial | 12/24/09 | 53,620.00 | 50,750 00 | (2,870 00) | 1,000.00 |
| 19,600 | Synovus Financial | 03/02/10 | 55,860 00 | 39,788 00 | (16,072 00) | 784 00 |
| 5,000 | Synovus Financial | 03/02/10 | 14,050 00 | 10,150.00 | (3,900 00) | 200.00 |
| 400 | Synovus Financial | 03/02/10 | 1,139 72 | 812 00 | (327 72) | 16 00 |
| 25,000 | Synovus Financial | 03/09/10 | 69,166.27 | 50,750 00 | (18,416.27) | 1,000.00 |
| 25,000 | Synovus Financial | 03/09/10 | 69,750 00 | 50,750 00 | (19,000 00) | 1,000 00 |
| **150,000** | **Synovus Financial** | | **448,620.99** | **304,500.00** | **(144,120.99)** | **6,000.00** |
| 20,000 | Wells Fargo & Company | 03/03/10 | 569,050 00 | 544,200 00 | (24,850 00) | 9,600 00 |

# STATEMENT B

**Portfolio Evaluation for**
**Garfield Foundation**
**November 30, 2010 674-931780**

| Quantity | Security Description | Purchase Date | Original Cost | Current Value | Gain/ (-Loss) | Annual Income |
|---|---|---|---|---|---|---|
| | | | **2,326,647.17** | **2,167,050.00** | **(159,597.17)** | **69,600.00** |
| Health Care | | | | | | |
| 5,000 | IShares Tr NASDAQ Biotechnology | 09/25/09 | 404,371.00 | 437,000.00 | 32,629.00 | 0 00 |
| 6,300 | Johnson & Johnson | 07/11/97 | 216,444 83 | 387,765 00 | 171,320.17 | 14,364.00 |
| 3,000 | Johnson & Johnson | 03/27/01 | 122,839.95 | 184,650.00 | 61,810 05 | 6,840 00 |
| **9,300** | **Johnson & Johnson** | | **339,284.78** | **572,415.00** | **233,130.22** | **21,204.00** |
| **2,600** | Teva Pharmaceutical Inds ADR | 04/20/10 | 161,870 95 | 130,104.00 | (31,766 95) | 2,043 73 |
| **400** | Teva Pharmaceutical Inds ADR | 04/20/10 | 24,902 44 | 20,016.00 | (4,886 44) | 314.42 |
| **3,000** | **Teva Pharmaceutical Inds ADR** | | **186,773.39** | **150,120.00** | **(36,653.39)** | **2,358.15** |
| | | | **930,429.17** | **1,159,535.00** | **229,105.83** | **23,562.15** |
| Industrials | | | | | | |
| 12,000 | ABB Ltd | 04/29/08 | 363,310.80 | 232,320.00 | (130,990.80) | 7,680.00 |
| 10,000 | ABB Ltd | 03/08/10 | 212,120.00 | 193,600.00 | (18,520.00) | 6,400.00 |
| **22,000** | **ABB Ltd** | | **575,430.80** | **425,920.00** | **(149,510.80)** | **14,080.00** |
| 7,000 | General Electric Company | 06/13/97 | 154,765.66 | 110,810 00 | (43,955 66) | 4,200.00 |
| 13,500 | General Electric Company | 03/08/10 | 221,265.00 | 213,705.00 | (7,560 00) | 8,100.00 |
| 4,500 | General Electric Company | 03/08/10 | 73,526.23 | 71,235.00 | (2,291 23) | 2,700 00 |
| **25,000** | **General Electric Company** | | **449,556.89** | **395,750.00** | **(53,806.89)** | **15,000.00** |
| | | | **1,024,987.69** | **821,670.00** | **(203,317.69)** | **29,080.00** |
| Information tech | | | | | | |
| 7,500 | Check Point Software Tech | 04/20/10 | 267,083 48 | 321,525 00 | 54,441 52 | 0.00 |
| 1,600 | Check Point Software Tech | 04/20/10 | 56,967.95 | 68,592.00 | 11,624.05 | 0.00 |
| 900 | Check Point Software Tech | 04/20/10 | 32,058.00 | 38,583.00 | 6,525 00 | 0.00 |
| **10,000** | **Check Point Software Tech** | | **356,109.43** | **428,700.00** | **72,590.57** | **0.00** |
| 10,275 | Cisco Systems Inc | 01/14/02 | 147,392 92 | 196,869.00 | 49,476 08 | 2,466.00 |
| 3,475 | Cisco Systems Inc | 08/21/07 | 104,597 50 | 66,581.00 | (38,016.50) | 834 00 |
| 2,025 | Cisco Systems Inc | 09/20/07 | 65,346 75 | 38,799.00 | (26,547 75) | 486.00 |
| 2,500 | Cisco Systems Inc | 09/20/07 | 80,650 00 | 47,900.00 | (32,750.00) | 600.00 |
| 4,800 | Cisco Systems Inc | 10/24/07 | 149,184 00 | 91,968 00 | (57,216 00) | 1,152.00 |
| 200 | Cisco Systems Inc | 10/24/07 | 6,215 00 | 3,832 00 | (2,383 00) | 48 00 |
| **23,275** | **Cisco Systems Inc** | | **553,386.17** | **445,949.00** | **(107,437.17)** | **5,586.00** |

# STATEMENT B

**Portfolio Evaluation for**
**Garfield Foundation**
**November 30, 2010 674-931780**

| Quantity | Security Description | Purchase Date | Original Cost | Current Value | Gain/ (-Loss) | Annual Income |
|---|---|---|---|---|---|---|
| 1,000 | Google Inc A | 10/09/09 | 520,328.90 | 555,710.00 | 35,381 10 | 0.00 |
| 500 | Google Inc. A | 09/22/10 | 257,196.00 | 277,855.00 | 20,659 00 | 0.00 |
| **1,500** | **Google Inc. A** | | **777,524.90** | **833,565.00** | **56,040.10** | **0.00** |
| 4,000 | Int'l Business Machines | 03/31/97 | 147,911 00 | 565,840.00 | 417,929.00 | 12,000 00 |
| 6,200 | Itron Inc | 11/02/10 | 369,606 80 | 351,974.00 | (17,632.80) | 0.00 |
| 15,000 | Microsoft Corp Wash | 09/28/09 | 390,447.00 | 378,870 00 | (11,577.00) | 12,000.00 |
| 10,000 | Microsoft Corp Wash | 11/05/09 | 287,415.00 | 252,580.00 | (34,835.00) | 8,000.00 |
| **25,000** | **Microsoft Corp Wash** | | **677,862.00** | **631,450.00** | **(46,412.00)** | **20,000.00** |
| | | | **2,882,400.30** | **3,257,478.00** | **375,077.70** | **37,586.00** |
| Materials | | | | | | |
| 5,000 | Barrick Gold Corporation | 11/05/10 | 246,291.85 | 258,250 00 | 11,958 15 | 0.00 |
| 5,000 | Market Vectors Gold Miners | 09/22/10 | 283,415.55 | 297,500.00 | 14,084.45 | 2,005.00 |
| 5,000 | Market Vectors Gold Miners | 11/05/10 | 301,434.55 | 297,500.00 | (3,934.55) | 2,005 00 |
| **10,000** | **Market Vectors Gold Miners** | | **584,850.10** | **595,000.00** | **10,149.90** | **4,010.00** |
| 200 | Praxair Incorporated | 04/20/10 | 17,535 35 | 18,410.00 | 874.65 | 400.00 |
| 200 | Praxair Incorporated | 04/20/10 | 17,531 40 | 18,410.00 | 878.60 | 400 00 |
| 200 | Praxair Incorporated | 04/20/10 | 17,529.60 | 18,410.00 | 880 40 | 400.00 |
| 3,214 | Praxair Incorporated | 04/20/10 | 281,758 52 | 295,848.70 | 14,090.18 | 6,428.00 |
| 700 | Praxair Incorporated | 04/20/10 | 61,367 60 | 64,435.00 | 3,067.40 | 1,400 00 |
| 486 | Praxair Incorporated | 04/20/10 | 42,592 07 | 44,736.30 | 2,144.23 | 972.00 |
| **5,000** | **Praxair Incorporated** | | **438,314.54** | **460,250.00** | **21,935.46** | **10,000.00** |
| 5,000 | SPRD@ Gold Trust | 01/29/09 | 441,639.50 | 677,100 00 | 235,460 50 | 250.00 |
| 15,000 | Silver Trust iShares | 07/25/08 | 258,114.00 | 411,600 00 | 153,486 00 | 0.00 |
| 15,000 | Silver Trust iShares | 02/04/09 | 186,592.50 | 411,600.00 | 225,007 50 | 0.00 |
| **30,000** | **Silver Trust iShares** | | **444,706.50** | **823,200.00** | **378,493.50** | **0.00** |
| | | | **2,155,802.49** | **2,813,800.00** | **657,997.51** | **14,260.00** |
| Foreign | | | | | | |
| 5,000 | Australian Dollar | 11/04/10 | 507,101 00 | 481,000.00 | (26,101.00) | 15,050 00 |
| 4,750 | Brazil iShares MSCI | 05/28/09 | 255,568.52 | 355,537.50 | 99,968 98 | 17,173 34 |
| | | | **762,669.52** | **836,537.50** | **73,867.98** | **32,223.34** |

# STATEMENT B

Portfolio Evaluation for
Garfield Foundation
November 30, 2010 674-931780

| Quantity | Security Description | Purchase Date | Original Cost | Current Value | Gain/ (-Loss) | Annual Income |
|---|---|---|---|---|---|---|
| **Common Stock TOTAL** | | | **11,518,369.62** | **12,478,649.70** | **960,280.08** | **238,350.78** |
| **Publicly-Traded Partnerships** | | | | | | |
| 6,000 | Alliance Bernstein Holding LP | 08/14/02 | 145,152.81 | 137,760.00 | (7,392.81) | 8,160.00 |
| 900 | Alliance Bernstein Holding LP | 09/11/09 | 22,552.32 | 20,664.00 | (1,888.32) | 1,224.00 |
| 3,100 | Alliance Bernstein Holding LP | 09/11/09 | 55,484.87 | 71,176.00 | 15,691.13 | 4,216 00 |
| **10,000** | **Alliance Bernstein Holding LP** | | **223,190.00** | **229,600.00** | **6,410.00** | **13,600.00** |
| **Publicly-Traded Partnerships TOTAL** | | | **223,190.00** | **229,600.00** | **6,410.00** | **13,600.00** |
| **Mutual Funds** | | | | | | |
| **25,705** | Harding Loevner Emerging Mkt | 03/08/05 | 933,028.08 | 1,262,139.90 | 329,111.82 | 5,205.36 |
| **39,886** | Matthews Asia Pacific Equity Income | 03/08/10 | 509,644.73 | 552,820 28 | 43,175.55 | 20,038.74 |
| **62,965** | Matthews Asian Growth Income Fund | 01/13/03 | 756,724.58 | 1,127,080.02 | 370,355.44 | 34,614.58 |
| **21,739** | Matthews India Fund | 11/05/10 | 500,000.00 | 454,999.99 | (45,000 01) | 2,030.43 |
| **Mutual Funds TOTAL** | | | **2,699,397.39** | **3,397,040.19** | **697,642.80** | **61,889.11** |
| **Mutual Bond Funds** | | | | | | |
| 45,040 | Pimco Emerging Local Bond Fund | 10/19/10 | 503,462 03 | 478,771.73 | (24,690 30) | 25,319.64 |
| 87,796 | Vanguard Inflation Protected Secs | 12/05/08 | 1,000,035.00 | 1,174,714.67 | 174,679.67 | 46,268.66 |
| **Mutual Bond Funds TOTAL** | | | **1,503,497.03** | **1,653,486.40** | **149,989.37** | **71,588.30** |
| **Grand Total Mutual Funds** | | | **4,202,894.42** | **5,050,526.59** | **847,632.17** | **133,477.41** |
| **Warrants and Rights** | | | | | | |
| 576 | Mirant Shares In Escrow | 02/22/06 | 503 98 | 0.00 | (503.98) | |
| **TOTAL** | | | **22,715,526.30** | **25,257,984.08** | **2,542,457.78** | **675,976.53** |
| **SPECIAL HOLDINGS** | | | | | | |
| **Fund of Funds** | | | | | | |
| 1,250,000 | Excalibur Partners | 01/01/05 | 1,446,518 00 | 1,686,327 31 | 239,809 31 | 0 00 |
| 1,000,000 | Excalibur Partners | 01/01/10 | 1,000,000 00 | 1,073,121 54 | 73,121.54 | 0 00 |

# STATEMENT B

**Portfolio Evaluation for**
**Garfield Foundation**
**November 30, 2010    674-931780**

| Quantity | Security Description | Purchase Date | Original Cost | Current Value | Gain/ (-Loss) | Annual Income |
|---|---|---|---|---|---|---|
| | | | **2,446,518.00** | **2,759,448.85** | **312,930.85** | **0.00** |
| 750,000 | Nothung Partners LLP | 01/01/05 | 814,284.00 | 901,265.93 | 86,981 93 | 0 00 |
| 1,000,000 | Nothung Partners, LLP | 01/01/10 | 1,000,000.00 | 987,578.82 | (12,421.18) | |
| | | | **1,814,284.00** | **1,888,844.75** | **74,560.75** | **0.00** |
| | | | **4,260,802.00** | **4,648,293.60** | **387,491.60** | **0.00** |
| **Equity Funds** | | | | | | |
| 500,000 | Highwater Global Fund, LLC | 08/31/05 | 495,235 00 | 686,359.00 | 191,124.00 | 0 00 |
| 439,857 | Highwater Global Fund, LLC | 04/01/06 | 495,235 00 | 603,799 66 | 108,564.66 | 0.00 |
| 276,846 | Highwater Global Fund, LLC | 01/01/08 | 495,235 00 | 380,031 49 | (115,203.51) | 0.00 |
| **1,216,703** | **Highwater Global Fund, LLC** | | **1,485,705.00** | **1,670,190.15** | **184,485.15** | **0.00** |
| 500,000 | What If Fund, LLC A | 10/07/07 | 447,917 00 | 540,153.00 | 92,236.00 | 0 00 |
| 484,659 | What If Fund, LLC A | 04/01/08 | 447,917.00 | 523,579.62 | 75,662.62 | 0 00 |
| **984,659** | **What If Fund, LLC A** | | **895,834.00** | **1,063,732.62** | **167,898.62** | **0.00** |
| | | | **2,381,539.00** | **2,733,922.77** | **352,383.77** | **0.00** |
| **Partnerships** | | | | | | |
| 843,475 | Fir Tree Recovery Fund | 06/30/03 | 1,387,237 00 | 1,589,241 01 | 202,004.01 | 0.00 |
| 2,095 | Libra Offshore Limited | 06/30/03 | 581,873.72 | 3,737,482.04 | 3,155,608.32 | 0.00 |
| 100,000 | Longacre (LCP) SPV IV, LLC | 06/30/03 | 83,592 00 | 127,053.80 | 43,461 80 | 0 00 |
| 500,000 | Monsoon India Inflection Fund 2 | 12/30/03 | 478,471 00 | 531,316.00 | 52,845 00 | 0 00 |
| 100,000 | Walnut Street Absolute Return Fund | 01/01/06 | 132,655.34 | 71,402 50 | (61,252.84) | |
| 1,000 | Rose Smart Growth Fund | 09/01/07 | 292,645 00 | 408,592.00 | 115,947.00 | |
| | | | **2,956,474.06** | **6,465,087.35** | **3,392,666.29** | **0.00** |
| **Partnership Investments Total** | | | **9,598,815.06** | **13,847,303.72** | **4,132,541.66** | **0.00** |
| **GRAND TOTAL** | | | **32,314,341.36** | **39,105,287.80** | **6,674,999.44** | **675,976.53** |

FORM 990-PF OTHER INVESTMENTS STATEMENT 15

| DESCRIPTION | VALUATION METHOD | BOOK VALUE | FAIR MARKET VALUE |
|---|---|---|---|
| RUDOLF STEINER FOUNDATION | COST | 500,543. | 493,955. |
| FIR TREE RECOVERY FUND | COST | 1,387,237. | 1,589,241. |
| LONGACRE CAPITAL PARTNERS LP | COST | 0. | 0. |
| LIBRA OFFSHORE LIMITED | COST | 581,874. | 3,737,482. |
| HORIZON ASIA FUND LTD | COST | 0. | 0. |
| ROOT CAPITAL | COST | 250,000. | 250,000. |
| EXCALIBUR PARTNERS LLP | COST | 2,446,518. | 2,759,449. |
| NOTHUNG PARTNERS LLP | COST | 1,814,284. | 1,888,845. |
| HIGHWATER GLOBAL FUND LLC | COST | 1,485,705. | 1,670,190. |
| MONSOON INDIA INFLECTION FUND | COST | 478,471. | 531,316. |
| WALNUT STREET ABSOLUTE RETURN FUND | COST | 132,655. | 71,403. |
| WARRANTS & RIGHTS | COST | 504. | 0. |
| BOSTWICK COMPOUND LP | COST | 0. | 0. |
| WHAT IF FUND LLC | COST | 895,834. | 1,063,733. |
| ROSE SMART GROWTH INVESTMENT I LP | COST | 292,645. | 408,592. |
| 10,000 UNITS ALLIANCE BERNSTEIN HOLDING LP | COST | 223,190. | 229,600. |
| 15,000 UNITS POWERSHARES DB MULT | COST | 0. | 0. |
| LONGACRE (LCP) SPV IV, LLC | COST | 83,592. | 127,054. |
| TOTAL TO FORM 990-PF, PART II, LINE 13 | | 10,573,052. | 14,820,860. |

FORM 990-PF DEPRECIATION OF ASSETS NOT HELD FOR INVESTMENT STATEMENT 16

| DESCRIPTION | COST OR OTHER BASIS | ACCUMULATED DEPRECIATION | BOOK VALUE |
|---|---|---|---|
| LEASEHOLD IMPROVEMENTS | 6,323. | 2,233. | 4,090. |
| FURNITURE & FIXTURES | 1,470. | 1,470. | 0. |
| VIEWSONIC17".26 SVGA COLOR MONITOR | 394. | 394. | 0. |
| PENTIUM III 800MHZ COMPUTER | 2,185. | 2,185. | 0. |
| HP DESKJET 1250CSE COLOR PRINTER | 675. | 675. | 0. |
| PROGRAM EQUIPMENT | 1,872. | 1,872. | 0. |
| SOFTWARE | 6,280. | 6,280. | 0. |
| SOFTWARE | 4,606. | 4,606. | 0. |
| FURNITURE & FIXTURES | 1,729. | 1,729. | 0. |
| FURNITURE & FIXTURES | 1,446. | 1,446. | 0. |
| PROGRAM EQUIPMENT | 895. | 895. | 0. |
| PROGRAM EQUIPMENT | 1,910. | 1,910. | 0. |
| PROGRAM EQUIPMENT | 3,512. | 3,512. | 0. |
| PROGRAM EQUIPMENT - LCD PROJECTOR | 1,126. | 927. | 199. |

| | | | |
|---|---|---|---|
| FURNITURE & FIXTURES | 1,188. | 603. | 585. |
| TOTAL TO FM 990-PF, PART II, LN 14 | 35,611. | 30,737. | 4,874. |

FORM 990-PF GRANT APPLICATION SUBMISSION INFORMATION STATEMENT 17
PART XV, LINES 2A THROUGH 2D

NAME AND ADDRESS OF PERSON TO WHOM APPLICATIONS SHOULD BE SUBMITTED

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

TELEPHONE NUMBER

508-997-3199

FORM AND CONTENT OF APPLICATIONS

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

ANY SUBMISSION DEADLINES

PROPOSAL SUBMISSION DEADLINES VARY PER APPLICANT.

RESTRICTIONS AND LIMITATIONS ON AWARDS

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

FORM 990-PF GRANTS AND CONTRIBUTIONS PAID DURING THE YEAR STATEMENT 18

| RECIPIENT NAME AND ADDRESS | RECIPIENT RELATIONSHIP AND PURPOSE OF GRANT | RECIPIENT STATUS | AMOUNT |
|---|---|---|---|
| ACCESS FUND INC<br>207 CANYON, SUITE 201 SOUTH<br>BOULDER, CO 80302 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 1,000. |
| ACLU FOUNDATION OF MA<br>99 CHAUNCY STREET, SUITE 310<br>BOSTON, MA 02111 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 10,000. |
| AGRO XXI (STRENGTHENING RURAL AND ASSOCIATIONS TO CONSERVE BIODIVERSITY) - AVENIDA INGAVI ENTRE CALLE COCHABAMBA Y BARRAU, VILLA MONTES DEPARTAMENTO DE T | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN<br>PUB.<br>CHARITY | 10,000. |
| AMNESTY INTERNATIONAL USA, INC<br>322 8TH AVENUE NEW YORK, NY<br>10001 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 5,000. |
| BIG CITY MOUNTAINEERS, INC<br>820 SPYDERCO WAY GOLDEN, CO<br>80403 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 3,000. |
| BIONEERS<br>1607 PASEO DE PERALTA, SUITE 3<br>SANTA FE, NM 87501 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 10,000. |
| BUDDHAYANA FOUNDATION<br>3 BARNABAS ROAD MARION, MA<br>02738 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 1,000. |
| CITY WORKS<br>122 WEST STATE STREET TRENTON,<br>NJ 08608 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 200,000. |

| | | | |
|---|---|---|---|
| CLEAN WATER FUND<br>741 WESTMINSTER ST, SUITE 202<br>PROVIDENCE, RI 02903 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 50,000. |
| CLEAN WISCONSIN<br>122 STATE ST STE 200 MADISON,<br>WI 53703 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 115,000. |
| COLLECTIVE HERITAGE INSTITUTE /<br>BIONEERS<br>1607 PASEO DE PERALTA, SUITE 3<br>SANTA FE, NM 87501 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 135,000. |
| COMMUNITY FOUNDATION OF SE<br>MASSACHUSETTS<br>63 UNION STREET NEW BEDFORD, MA<br>02740 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 25,000. |
| CONSULTATIVE GROUP FOR BIO<br>DIVERSITY<br>PRESIDIO BUILDING 1016, PO BOX<br>29361 SAN FRANCISCO, CA 94129 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 15,000. |
| CONSUMERS FOR DENTAL CHOICE<br>316 F ST, N.E., SUITE 210<br>WASHINGTON, DC 20002 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 50,000. |
| THE DANCE RING/NY THEATER BALLET<br>30 EAST 31ST STREET NEW YORK,<br>NY 10016 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 2,500. |
| DORCHESTER BAY ECONOMIC DEVELOP.<br>COUNCIL<br>594 COLUMBIA ROAD, SUITE 302<br>BOSTON, MA 02125 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 75,000. |
| ENERGY FOUNDATION<br>301 BATTERY STREET, FL 5 SAN<br>FRANCISCO, CA 94111 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 50,000. |
| EUROPEAN ENVIRONMENTAL<br>BUREAU(ZERO MERCURY CAMPAIGN)<br>34, BD. DE WATERLOO, B-1000<br>BRUSSELS GIUM | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN<br>PUB.<br>CHARITY | 45,000. |

| | | | |
|---|---|---|---|
| FRESH ENERGY<br>408 ST. PETER STREET, SUITE 220<br>SAINT PAUL, MN 55102 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 185,000. |
| FUNDACION PROTEGER(RIVERINE<br>COMMUNITIES OF PARANA & PARAGUAY<br>RIVER BASIN) - BALCARCE 1450<br>SANTA FE, AR ENTINA | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN<br>PUB.<br>CHARITY | 50,000. |
| FUNDACION URUNDEI(CHACO<br>G2-MONITORING IMPACTS/THREATS TO<br>BIODIVERSITY) - APOLINARIO<br>SARAVIA N 228  SALTA NTINA | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN<br>PUB.<br>CHARITY | 134,000. |
| FUNDACION URUNDEI(EL<br>REY-CONSERVATION COLLABORATION<br>W/ PRIV. PROP SURROUND) -<br>APOLINARIO SARAVIA N 228  SALTA<br>NTINA | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN<br>PUB.<br>CHARITY | 77,000. |
| FUNDACION URUNDEI(CONSERVATION<br>OF THE<br>BIODIVERSE,FORESTED'YUNGAS-CHACO<br>- APOLINARIO SARAVIA N 228  SALTA<br>NTINA | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN<br>PUB.<br>CHARITY | 31,000. |
| FUNDACION YANGAREKO(EXPANDING<br>BOLIVIAN GRAN CHACO<br>CONVERSATION) - AV. CRISTOBAL DE<br>MENDOZA, NO 246  SANTA CRUZ DE<br>LA SIERR IVIA | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN<br>PUB.<br>CHARITY | 50,000. |
| FUNDACION YANGAREKO(EXPLORING<br>NEW FORMS OF COOPERATION W/<br>INDIGENOUS ORGS.) - AV.<br>CRISTOBAL DE MENDOZA, NO 246<br>SANTA CRUZ DE LA SIERR IVIA | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN<br>PUB.<br>CHARITY | 98,000. |
| FUNDER'S NETWORK FOR SMART<br>GROWTH<br>1500 SAN REMO AVENUE, SUITE #249<br>CORAL GABLES, FL 33146 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 50,000. |
| GEORGIA O'KEEFE MUSEUM<br>217 JOHNSON STREET  SANTA FE, NM<br>87501 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 2,500. |

| | | | |
|---|---|---|---|
| GIRAFFE PROJECT<br>P.O. BOX 759 LANGLEY, WHIDBEY ISLAND, WA 98260 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 1,250. |
| GIVE AN HOUR<br>P.O. BOX 5918 BETHESDA, MD 20824-5918 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 1,100. |
| GLOBAL GREENGRANTS FUND<br>2480 WILDERNESS PLACE SUITE A<br>BOULDER, CO 80301 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 5,000. |
| GOV'T ACCOUNTABILITY PROJECT<br>1612 K STREET, NW, SUITE 400<br>WASHINTON , DC 20006 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 2,500. |
| GREENPEACE FUND<br>702 H STREET,NW WASHINGTON, DC 20001 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 5,000. |
| INSTITUTE FOR POLICY STUDIES<br>1112 16TH STREET NW, SUITE 60<br>WASHINGTON, DC 20036 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 2,000. |
| INTERNATIONAL HONORS PROGRAM<br>566 COLUMBUS AVENUE BOSTON, MA 02118 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 5,000. |
| INTERTRIBAL COUNCIL ON UTILITY POLICY<br>P.O. BOX 25 ROSEBUD, SD 57570 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 2,000. |
| ISLES, INC<br>10 WOOD STREET TRENTON, NJ 08618 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 5,000. |
| LA CASA DE DON REDRO<br>75 PARK AVENUE NEWARK, NJ 07104 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 75,000. |

| | | | |
|---|---|---|---|
| LIBRARY FOUNDATION OF LA<br>630 W. FIFTH STREET LOS ANGELES, CA 90071 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 2,500. |
| LINCOLN PARK/COAST CULTURAL DISTRICT, INC<br>450 WASHINGTON STREET NEWARK, NJ 07102 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 75,000. |
| THE LIONHEART FOUNDATION<br>629 HIGHLAND AVENUE NEEDHAM, MA 02494 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 900. |
| THE MARION INSTITUTE<br>204 SPRING STREET MARION, MA 02738 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 54,750. |
| MERCURY POLICY PROJECT/TIDES<br>1420 NORTH STREET MONTPELIER, VT 05602 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 90,000. |
| THE MUSTARD SEED FOUNDATION<br>P.O. BOX 88 WASHINGTON, VA 22747 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 7,500. |
| NATURAL RESOURCES DEFENSE COUNSIL<br>1200 NEW YORK AVE MW. SUITE WASHINGTON, DC 20005 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 130,000. |
| NEW BEDFORD ECONOMIC DEVELOPMENT COUNCIL<br>1213 PURCHASE STREET NEW BEDFORD, MA 02740 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 30,000. |
| NEW ENGLAND CLEAN ENERGY COUNCIL<br>20 UNIVERSITY ROAD CAMBRIDGE, MA 02138 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 75,000. |
| NEW PARTNERS FOR COMMUNITY REVITALIZATION, INC<br>11 PENN PLAZA, 5TH FLOOR NEW YORK, NY 10001 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 50,000. |

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|---|---|---|---|
| NORTH LAWNDALE ENPLOYMENT NETWORK<br>3726 W FLOURNOY STREET CHICAGO, IL 60624 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 50,000. |
| NOUVELLE PLANETE (AMAZONIAN PROGRAM SMALL PROJECTS FUND)<br>ROUTE DE COURGENAY 28<br>PORRENTRUY TZERLAND | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN PUB. CHARITY | 35,000. |
| NEW YORK UNIVERSITY LANGONE MEDICAL CENTER<br>ONE PARK AVENUE, 10TH FL NEW YORK, NY 10016 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 30,000. |
| PASADENA HERITAGE<br>651 SOUTH SAINT JOHN AVENUE<br>PASADENA, CA 91105 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 2,500. |
| PASSAGE THEATER COMPANY<br>P.O. BOX 967 TRENTON, NJ 08605 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 2,500. |
| THE MEDICAL CENTER AT PRINCETON FOUNDATION INC<br>253 WITHERSPOON STREET<br>PRINCETON, NJ 08540 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 15,000. |
| PLANNED PARENTHOOD, LOS ANGELES<br>1057 KENSINGTON AVENUE LOS ANGELES, CA 90033 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 10,000. |
| R.W.J. UNIVERSITY HOSPITAL FOUNDATION<br>UNIVERSITY CENTER, 8 EAST AVE<br>NEW BRUNSWICK, NJ 08901 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 35,000. |
| RAINFOREST ACTION NETWORK<br>221 PINE ST., STE 500 SAN FRANCISCO, CA 94104 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 5,000. |
| RISING TIDE CAPITAL<br>348 MARTIN LUTHER KING JR DR<br>JERSEY CITY, NJ 07305 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 25,000. |

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|---|---|---|---|
| ROCKEFELLER FAMILY FUND<br>475 RIVERSIDE DR, SUITE 90 NEW YORK, NY 10115 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 760,000. |
| RUDOLPH STEINER FOUNDATION -<br>PRESIDIO BUILDING 1002B, O'REILY AVE, PO BOX 29915 SAN FRANCISCO, CA 94129-0915 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 2,000. |
| SANT BANI SCHOOL<br>19 ASHRAM ROAD SANBORNTON, NH 03269 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 5,000. |
| SOUTH ENVIRONMENTAL EDUCATION ALLIANCE (SEEAL)<br>63 UNION STREET NEW BEDFORD, MA 02740 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 5,000. |
| SIERRA CLUB FOUNDATION<br>70 E. LAKE STREET, STE 1500 CHICAGO, IL 60601 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 55,000. |
| SKILLWORKS<br>75 ARLINGTON STREET, 10TH FLOOR BOSTON, MA 02116 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 100,000. |
| SOUTHCOAST HOSPITAL<br>101 PAGE STREET NEW BEDFORD, MA 02740 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 2,500. |
| SOUTHERN CALIFOENIA LIBRARY<br>6120 S VERMOUNT AVE LOS ANGELES, WI 90044 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 1,250. |
| SUSAN LOVE BREAST CANSER FOUNDATION<br>875 VIA DEL LA PAZ, SUITE C PACIFIC PALISADES, CA 90272 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 2,500. |
| THE TIDES CENTER<br>P.O.BOX 29198 SAN FRANCISCO, CA 941290915 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 120,000. |

| | | | |
|---|---|---|---|
| TREE PEOPLE INC.<br>12601 MULHOLLAND DRIVE<br>BERKELEY, CA 90210 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 50,000. |
| TRENTON AREA SOUP KITCHEN<br>72 1/2 ESCHER STREET TRENTON,<br>NJ 08605 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 10,000. |
| UMASS DARTMOUTH URBAN INITIATIVE<br>285 OLD WESTPORT ROAD NORTH<br>DARTMOUTH, MA 02747 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 25,000. |
| UNITED WAY OF GREATER NEW<br>BEDFORD<br>105 WILLIAM ST, 4TH FLOOR NEW<br>BEDFORD, MA 02740 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 10,000. |
| URGENT ACTION FUND<br>3100 ARAPAHOE AVE, SUITE 201<br>BOULDER, CO 80303 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 1,000. |
| WATERSHED MEDIA<br>513 BROWN STREET HEALDSBURG, CA<br>95448 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 50,000. |
| WILDLIFE WAYSTATION - 148831<br>LITTLE TUJUNGA CANYON RD<br>ANGELES NATIONAL FORES, CA<br>913425999 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 35,000. |
| WOMEN'S FUND OF SOUTHEASTERN<br>MASSACHUSETTS<br>63 UNION STREET NEW BEDFORD, MA<br>02740 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 15,000. |
| YES! MAGAZINE<br>284 MADRONA WAY NE, SUITE 116<br>BAINBRIDGE ISLAND, WA 98110 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 9,800. |
| (CELDF)COMM. ENVIRON LEGAL<br>DEFENSE FD<br>675 MOWER ROAD CHAMBERSBURG, PA<br>17201 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB.<br>CHARITY | 1,250. |

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|---|---|---|---|
| ALLIANCEBERNSTEIN HOLDING LP<br>1345 AVENUE OF THE AMERICAS NEW YORK, NY 10005 | THRU K-1<br>THRU K-1 | THRU K-1 | 27. |
| HIGHWATER GLOBAL FUND LLC<br>204 SPRING STREET MARION, MA 02738 | THRU K-1<br>THRU K-1 | THRU K-1 | 57. |
| TOTAL TO FORM 990-PF, PART XV, LINE 3A | | | 3,569,884. |

FORM 990-PF GRANTS AND CONTRIBUTIONS APPROVED FOR FUTURE PAYMENT STATEMENT 19

| RECIPIENT NAME AND ADDRESS | RECIPIENT RELATIONSHIP AND PURPOSE OF GRANT | RECIPIENT STATUS | AMOUNT |
|---|---|---|---|
| CONSULTATIVE GROUP FOR BIO DIVERSITY<br>PRESIDIO BUILDING 1016, PO BOX 29361 SAN FRANCISCO, CA 94129 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 15,000. |
| CITY WORKS<br>122 WEST STATE STREET TRENTON, NJ 08608 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 150,000. |
| IRONBOUND COMMUNITY CORPORATION<br>179 VAN BUREN STREET NEWARK, NJ 07105 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 100,000. |
| NEWARK ALLIANCE<br>744 BROAD STREET, SUITE 1705 NEWARK, NJ 07102 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 25,000. |
| CLEAN WATER FUND<br>741 WESTMINSTER ST, SUITE 202 PROVIDENCE, RI 02903 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 35,000. |
| COLLECTIVE HERITAGE INSTITUTE / BIONEERS<br>1607 PASEO DE PERALTA, SUITE 3 SANTA FE, NM 87501 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 50,000. |
| CENTER FOR CIVIC POLICY<br>P.O. BOX 27616 ALBUQUERQUE, NM 87125 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 50,000. |
| ROCKEFELLER FAMILY FUND<br>475 RIVERSIDE DR, SUITE 90 NEW YORK, NY 10115 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 50,000. |

| | | | |
|---|---|---|---|
| CLEAN WISCONSIN<br>122 STATE ST STE 200 MADISON, WI 53703 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 100,000. |
| SIERRA CLUB FOUNDATION<br>122 W. WASHINGTON STREET, SUITE 830 MADISON, WI 53703 | PUB. CHARITY<br>GENERAL CHARITABLE | PUB. CHARITY | 50,000. |
| FUNDACION YANGAREKO(EXPLORING NEW FORMS OF COOPERATION W/ INDIGENOUS ORGS.) - AV. CRISTOBAL DE MENDOZA, NO 246 SANTA CRUZ DE LA SIERR IVIA | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN PUB. CHARITY | 39,000. |
| FUNDACION URUNDEI(CONSERVATION OF THE BIODIVERSE,FORESTED'YUNGAS-CHACO - APOLINARIO SARAVIA N 228 SALTA NTINA | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN PUB. CHARITY | 157,000. |
| FUNDACION URUNDEI<br>APOLINARIO SARAVIA N 228 SALTA NTINA | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN PUB. CHARITY | 85,000. |
| FUNDACION YANGAREKO(EXPANDING BOLIVIAN GRAN CHACO CONVERSATION) - AV. CRISTOBAL DE MENDOZA, NO 246 SANTA CRUZ DE LA SIERR IVIA | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN PUB. CHARITY | 110,000. |
| FUNDACION YANGAREKO<br>AV. CRISTOBAL DE MENDOZA, NO 246 SANTA CRUZ DE LA SIERR IVIA | FOREIGN PUB. CHARITY<br>GENERAL CHARITABLE | FOREIGN PUB. CHARITY | 40,000. |
| TOTAL TO FORM 990-PF, PART XV, LINE 3B | | | 1,056,000. |

**STATEMENT ATTACHED FOR FORM 99**

**THE GARFIELD FOUNDATION**

**EIN # 22-2285358**

**FISCAL YEAR ENDING: NOVEMBER 30, 2010**

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

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

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

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

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

| | |
|---|---|
| November 7, 2008 | $200,000.00 |

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

See statement attached

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

| | |
|---|---|
| November 25, 2008 | $50,000.00 |
| November 24, 2009 | $100,000.00 |
| November 11, 2010 | $50,000.00 |

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

No

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

May 30, 2009
October 29, 2009
May 31, 2010
November 5, 2010

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

| | |
|---|---|
| June 26, 2009 | reviewed |
| November 5, 2009 | reviewed |
| June 30, 2010 | reviewed |
| November 8, 2010 | reviewed |

10/14/2011-cn

# GARFIELD FOUNDATION

Dear Sr. Jorge Cappato:

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

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

**Schedule of Payments and Reports:**

Payments

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

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

Reports

*Year One*

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

*Year Two*

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

*Year Three*

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

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

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

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

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

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

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

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

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

3. The laws and customs applicable to Fundación Proteger :

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

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

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

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

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

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

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

8. Termination:

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

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

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

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

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

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

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

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

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

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

U Stewart

On behalf of:

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

Executive Director, Jennie Curtis

Date: 11/07/08

Jennie Curtis

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

On behalf of:

**Fundación PROTEGER**
**Balcarce 1450**
**3000 Santa Fe**
**Argentina**

Director General, Jorge Cappato

Date: 20 noviembre 2008

STATEMENT ATTACHED FOR FORM 990-PF

THE GARFIELD FOUNDATION

EIN # 22-2285358

FISCAL YEAR ENDING: NOVEMBER 30, 2010

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

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

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

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

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

| | |
|---|---|
| August 5, 2008 | $453,000.00 |

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

See statement attached

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

| | |
|---|---|
| August 25, 2008 | $130,500.00 |
| September 23, 2009 | $188,500.00 |
| August 11, 2010 | $134,000.00 |

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

No

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

February 25, 2009
August 3, 2009
January 11, 2010
July 20, 2010

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

| | |
|---|---|
| March 19, 2009 | reviewed |
| September 12, 2009 | reviewed |
| February 13, 2010 | reviewed |
| August 4, 2010 | reviewed |

# GARFIELD FOUNDATION

Dear Ing. Juan Alejo Zarzycki:

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

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

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

**Schedule of Payments and Reports:**

Payments

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

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

17

Year One Reports

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

Year Two Reports

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

Year Three Reports

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

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

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

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

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

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

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

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

3. The laws and customs applicable to Fundación Urundei:

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

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

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

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

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

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

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

8. Termination:

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

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

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

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

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

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

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

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

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

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

On behalf of:

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

Jennie Curtis, Executive Director

Date: 8/5/08

Jennie Curtis

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

On behalf of:

**Fundación Urundei**
**Calle Vicente Lopez**
**Edificio – Quinto Piso**
**Salta**
**Argentina**

Juan Alejo Zarzycki
President

Date: 07/22/08

Catherine B. Connelly

**STATEMENT ATTACHED FOR FORM 990-PF**

**THE GARFIELD FOUNDATION**

**EIN # 22-2285358**

**FISCAL YEAR ENDING: NOVEMBER 30, 2010**

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

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

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

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

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

| | |
|---|---|
| April 29, 2009 | $137,000.00 |

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

See statement attached

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

| | |
|---|---|
| May 20, 2009 | $60,000.00 |
| August 11, 2010 | $77,000.00 |

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

No

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

January 4, 2010
February 12, 2010
August 4, 2010

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

| | |
|---|---|
| February 13, 2010 | reviewed |
| August 4, 2010 | reviewed |

# GARFIELD FOUNDATION

Dear Ing. Juan Alejo Zarzycki:

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

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

**Schedule of Payments and Reports:**

Payments

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

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

Reports

*Year One*

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

*Year Two*

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

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

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

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

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

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

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

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

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

3. The laws and customs applicable to Fundación Urundei.

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

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

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

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

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

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

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

8. Termination:

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

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

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

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

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

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

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

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

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

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

On behalf of the

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

Executive Director, Jennie Curtis

Date: Apr 29, 2009

Jennie Curtis

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

On behalf of

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

Juan Alejo Zarzycki
President

Date: May 07, 2009

**STATEMENT ATTACHED FOR FORM -PF**

**THE GARFIELD FOUNDATION**

**EIN # 22-2285358**

**FISCAL YEAR ENDING: NOVEMBER 30, 2010**

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

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

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

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

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

| | |
|---|---|
| July 30, 2009 | $232,000.00 |

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

See statement attached

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

| | |
|---|---|
| August 11, 2009 | $95,000.00 |
| August 27, 2010 | $98,000.00 |

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

No

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

March 28, 2010
July 28, 2010
August 19, 2010

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

| | |
|---|---|
| March 29, 2010 | reviewed |
| August 9, 2010 | reviewed |
| August 19, 2010 | reviewed |

# GARFIELD FOUNDATION

Dear Ing. Juan Alejo Zarzycki:

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

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

**Schedule of Payments and Reports:**

Payments

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

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

Reports

*Year One*

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

*Year Two*

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

*Year Three*

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

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

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

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

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

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

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

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

3. The laws and customs applicable to Fundación Yangareko:

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

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

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

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

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

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

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

8. Termination:

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

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

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

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

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

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

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

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

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

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

On behalf of the

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

Executive Director, Jennie Curtis

Date: 7/30/09 Jennie Curtis

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

On behalf of

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

Alejo Zarzycki Orlow
Executive Director

Date: 01/03/09

Fundación
Yangareko

**STATEMENT ATTACHED FOR FORM 990-PF**

**THE GARFIELD FOUNDATION**

**EIN # 22-2285358**

**FISCAL YEAR ENDING: NOVEMBER 30, 2010**

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

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

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

AGRO XXI
Project Strengthening Rural Enterprises and Associations to Conserve Biodiversity and Improve Incomes from Biodiversity-friendly Porduction-Phase II
Avenida Ingavi entre Calle Cochabamba Y Barrau
Vila Montes
Department de Tarija, Bolivia

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

July 20, 2010 $20,000 00

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

See statement attached

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

August 4, 2010 $10,000 00

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

No

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

None prior to 11/30/2010

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

None pnor to 11/30/2010

# GARFIELD FOUNDATION

Dear Marcelo Gonzales Alé:

The Garfield Foundation (the "Foundation") has approved a grant to AGRO XXI for its *Strengthening Rural Enterprises and Associations to Conserve Biodiversity and Improve Incomes from Biodiversity-friendly Production – Phase II.* The grant will support AGRO XXI to engage associations of landowners (ranches and indigenous territory intermingled together) in collective land use planning in order to achieve conservation and sustainable management of natural resources in a 200,000 acre area.

AGRO XXI has been designated the recipient of the U S. $20,000 award to be utilized for the designated purpose between **August 1, 2010 - July 31, 2012.**

**Schedule of Payments and Reports:**

Payments

- $10,000 – August 2010
- $10,000 – August 2011

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

Reports

*Year One*

- Mid-year narrative & financial reports due by **February 28, 2011** *(covering six months, August 1, 2010 - January 31, 2011)*
- Year Two Work Plan due by **July 31, 2011** *(outlining activities to be completed August 1, 2011 - July 31, 2012)*
- Year to date narrative & financial reports due by **August 15, 2011** *(covering August 1, 2010 - July 31, 2011)*

*Year Two*

- Mid-year narrative & financial reports due by **February 29, 2012** *(covering six months, August 1, 2011 - January 31, 2012)*
- Final narrative & financial reports due by **August 31, 2012** *(covering the full grant period August 1, 2010 - July 31, 2012)*

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

The financial report will detail all project expenditures occurring during the grant period in accordance with the approved budget outlined in the proposal. All income (i.e , private, government and in-kind contributions) generated for the project during the grant period will also be reported. In addition, when available, AGRO XXI will provide a full organization expenditure report for 2010 and 2011

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

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

- Coordinate technical specialists to work with Tapiete, an indigenous organization, and Renacer, an organization of cattle raising families, to define both limits and opportunities for cattle raising and forest management,
- Identify alternatives for sustainable production on private ranches and in the Tapiete indigenous territory;
- Implement a pilot project involving cattle management in the area;
- Collect information to produce a map with recommendations for management options;
- Hold meetings with Renacer ranchers to share gathered data, discuss options for collaboration and agree upon next steps to be taken to protect area from illegal invasions of settlers and loggers; and,
- Achieve agreement between Renacer and Tapiete on sustainable resource management across the 200,000 acre area.

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

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

3. The laws and customs applicable to AGRO XXI.

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

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

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

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

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

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

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

8 Termination:

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

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

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

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

10. A written instrument executed by both the Foundation and AGRO XXI may modify this agreement.

11. AGRO XXI agrees not to use any portion of the grant

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

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

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

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

On behalf of the

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

Executive Director, Jennie Curtis

Date: 7/20/2010 Jennie Curtis

AGRO XXI hereby agrees to the terms and conditions of the grant as recited above.

On behalf of

**AGRO XXI**
**Avenida Ingavi entre Calle Cochabamba y Barraú**
**Villa Montes**
**Department of Tarija**
**Bolivia**

Executive Director, Marcelo Gonzales alé

Date: 27 julio 2010

**STATEMENT ATTACHED FOR FORM 990-PF**

**THE GARFIELD FOUNDATION**

**EIN # 22-2285358**

**FISCAL YEAR ENDING: NOVEMBER 30, 2010**

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

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

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

Fundacion Urundei
Project: Conservation of the Biodiverse, Forested
"Yungas-Chaco Corridor", Salta-Jujuy, Argentina
Apolinario Saravia No. 228
Salta , Argentina

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

July 21, 2010 $188,000.00

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

See statement attached

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

August 11, 2010 $31,000.00

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

No

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

None prior to 11/30/2010

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

None prior to 11/30/2010

# GARFIELD FOUNDATION

Dear Juan Alejo Zarzycki:

The Garfield Foundation (the "Foundation") has approved a grant to Fundacíon Urundei for its project, *Conservation of the Biodiverse, Forested "Yungas-Chaco Corridor", Salta-Jujuy, Argentina.* The grant will support conservation of the biodiverse, forested "Yungas-Chaco Corridor" in Argentina that runs from Rosario de la Frontera across Jujuy into northern Salta by building momentum for the Corridor to move from concept into implemented project.

Fundacíon Urundei has been designated the recipient of the U S. $188,000 award to be utilized for the designated purpose between **August 1, 2010 – December 31, 2012.**

**Schedule of Payments and Reports**

Payments

- $31,000 – August 2010
- $157,000 – August 2011

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

Reports

*Year One*

- Mid-year narrative & financial reports due by **February 28, 2011** *(covering six months, August 1, 2010 – January 31, 2011)*
- Year Two Work Plan due by **July 31, 2011** *(outlining activities to be completed August 1, 2011 – November 30, 2012)*
- Year to date narrative & financial reports due by **August 15, 2011** *(covering August 1, 2010 – July 31, 2011)*

*Year Two*

- Mid-year narrative & financial reports due by **February 29, 2012** *(covering six months, August 1, 2011 – January 31, 2012)*
- Final narrative & financial reports due by **January 31, 2013** *(covering the full grant period August 1, 2010 – December 31, 2012)*

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

The financial report will detail all project expenditures occurring during the grant period in accordance with the approved budget outlined in the proposal. All income (i.e , private, government and in-kind contributions) generated for the project during the grant period will also be reported. In addition, when available, Fundacíon Urundei will provide a full organization expenditure report for 2010 and 2011.

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

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

- Facilitate coordinated information sharing among the agencies, institutions and civil society concerned with the Yungas-Chaco Corridor;
- Gather socio-economic information and concerns from local communities and private landowners to complement the existing biological justification for the Yungas-Chaco Corridor;
- Gather information on the values of the environmental services provided by the Corridor's forested landscape;
- Stimulate public discussion and raise public awareness of the importance of the corridor for protecting the region's wildlife, water, and important environmental services; and,
- Jointly develop a fully-justified Corridor proposal for consideration by provincial authorities, in coordination with provincial and national parks authorities and other stakeholders.

*Please refer to the 2010-2012 proposal for the details of activities and budget associated with this grant.*

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

3 The laws and customs applicable to Fundacíon Urundei:

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

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

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

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

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

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AF

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

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

8. Termination:

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

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

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

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

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

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

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

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

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

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

JfC

JJ

On behalf of the

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

Executive Director, Jennie Curtis

Date: 7/21/2010

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

On behalf of

**Fundacion Urundei**
**Calle Vicente Lopez No. 407**
**Edificio Mercedes Work Center**
**QUINTO piso - Oficina "B"**
**Salta, Argentina**

President, Juan Alejo Zarzycki

Date: 27/July/2010

# GARFIELD FOUNDATION

July 21, 2010

Ing. Juan Alejo Zarzycki
President
Fundación Urundei
Calle Vicente Lopez 477
Edificio Mercedes Work Center
QUINTO piso - Oficina "B"
Salta, Argentina

Dear Ing. Zarzycki,

Congratulations, we are pleased to inform you that the Garfield Foundation is awarding a two-year/five months grant of $188,000 to Fundacíon Urundei to support its project - *Conservation of the Biodiverse, Forested "Yungas-Chaco Corridor", Salta-Jujuy, Argentina.* The attached grant agreement outlines the terms of the award.

Please review the grant agreement carefully. If you would like to discuss changes, contact Dr. Janis Alcorn to do so. Otherwise, sign both copies of the grant agreement, returning one to the Garfield Foundation and keeping the second copy for your files. Also, please initial each page of the English language proposal and return one copy to the Foundation with the signed grant agreement. We will disburse Fundacíon Urundei's first-year payment of $31,000 via automatic wire transfer upon receipt of the signed signature page of the grant agreement via fax (508) 997-3122.

Janis will be overseeing the grant on behalf of the Garfield Foundation and will be in contact with you periodically to discuss progress. Please note the reporting schedule in the grant agreement. We have specifically outlined the activities & deliverables that we expect Fundacíon Urundei to address in its narrative reports. All reports should be sent via email to both Janis (janisalcorn@yahoo.com) and Jennifer Downing (jdowning@garfieldfoundation.org) at the Garfield Foundation office.

Should you have any questions or concerns, please feel free to contact Janis or me. We look forward to following Fundacíon Urundei's progress.

With regards,

Jennie Curtis
Executive Director
jcurtis@garfieldfoundation.org

cc:
Dr. Janis Alcorn, Advisor – Biodiversity Conservation Program
301-654-5249
janisalcorn@yahoo.com

**STATEMENT ATTACHED FOR FORM 990-PF**

**THE GARFIELD FOUNDATION**

**EIN # 22-2285358**

**FISCAL YEAR ENDING: NOVEMBER 30, 2010**

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

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

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

Fundacion Yangareko
Project: Expanding Bolivian Gran Chaco Conservation into the
Upper Pilcomayo River Basin and Downriver into the Lower Parapeti
Casilla de Correos (PO Box) 3455
Santa Cruz de la Sierra, Bolivia

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

July 20, 2010 $160,000.00

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

See statement attached

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

August 11, 2010 $50,000.00

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

No

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

None prior to 11/30/2010

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

None prior to 11/30/2010

# GARFIELD FOUNDATION

Dear Juan Alejo Zarzycki:

The Garfield Foundation (the "Foundation") has approved a grant to Fundacíon Yangareko for its project, *Expanding Bolivian Gran Chaco Conservation into the Upper Pilcomayo River Basin and Downriver into the Lower Parapeti.* The grant will support efforts to replicate Yangareko's grassroots-driven watershed management planning and organizational strengthening work upriver and downriver by building supportive networking links from those counties where work has been completed.

Fundacíon Yangareko has been designated the recipient of the U.S. $160,000 award to be utilized for the designated purpose between **August 1, 2010 - July 31, 2012.**

**Schedule of Payments and Reports:**

Payments

- $50,000 – August 2010
- $110,000 – August 2011

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

Reports

*Year One*

- Mid-year narrative & financial reports due by **February 28, 2011** *(covering six months, August 1, 2010 - January 31, 2011)*
- Year-two Work Plan due by **July 31, 2011** *(outlining activities for August 1, 2011 – July 31, 2012)*
- Year to date narrative & financial reports due by **August 15, 2011** *(covering August 1, 2010 - July 31, 2011)*

*Year Two*

- Mid-year narrative & financial reports due by **February 29, 2012** *(covering six months, August 1, 2011 - January 31, 2012)*
- Final narrative & financial reports due by **August 31, 2012** *(covering the full grant period August 1, 2010 - July 31, 2012)*

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

The financial report will detail all project expenditures occurring during the grant period in accordance with the approved budget outlined in the proposal. All income (i.e., private, government and in-kind contributions) generated for the project during the grant period will also be reported. In addition, when available, Fundacíon Yangareko will provide a full organization expenditure report for 2010 and 2011

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

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

- Replicate the successful, local watershed management planning and grassroots organization processes applied in Huacareta, Monteagudo and Muyumpampa counties upriver in the Pilcomayo River basin in Entre Rios and Culpina counties and downriver in the lower Parapeti River basin in Charagua and Boyuibe counties;
- Conduct socioeconomic, soil, vegetation, slope and participatory land use studies in the Guarani indigenous territory of Charagua Sur to provide the necessary inputs for land zoning plans that will effectively involve people in planning and implementing biodiversity conservation activities 410,000 acres in the downriver Parapeti area;
- Support indigenous organizations in Charagua to establish alliances with governmental and nongovernmental agencies to permit planning for determined areas and resources;
- Collect information (socioeconomic, ecological, impacts and threats) for zoning upriver Pilcomayo in Tarija, Entre Rios, Culpina and western Villamontes counties to provide the necessary inputs for zoning land use (116,000 acres) and reforestation that will effectively involve people in planning and implementing biodiversity conservation activities;
- Help execute a watershed management plan approved by the civil society organizations on a 116,000 acre pilot area in the upper Pilcamayo, implemented by the county governments of the Mancomunidad de los Valles del Sur (a joint district of Tarija, Entre Rios, Culpina and Villamontes);
- Continue to monitor and evaluate the watershed management activities in the upper Pilcomayo in order to adaptively manage the project and document outcomes;
- Assemble short attractive book of maps and photos on conservation by the Chaco peoples to raise public awareness and donor interest in funding watershed management and other conservation processes.

*Please refer to the 2010-2012 proposal for the details of activities and budget associated with this grant.*

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

3 The laws and customs applicable to Fundacíon Yangareko:

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

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

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

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

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

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

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

8. Termination:

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

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

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

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

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

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

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

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

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

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

On behalf of the

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

Executive Director, Jennie Curtis

Date: 7/20/2010

Jennie Curtis

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

On behalf of

**Fundacion Yangareko**
**Casilla de Correos No. 3455**
**Avenida Cristobal de Mendoza No. 246**
**Edificio La Casona Oficina No. 142**
**Santa Cruz**
**Bolivia**

Executive Director, Juan Alejo Zarzycki

Date: 27/July/2010

**STATEMENT ATTACHED FOR FORM 990-PF**

**THE GARFIELD FOUNDATION**

**EIN # 22-2285358**

**FISCAL YEAR ENDING: NOVEMBER 30, 2010**

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

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

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

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

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

July 30, 2010 $35,000.00

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

See statement attached

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

August 4, 2010 $35,000.00

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

No

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

None prior to 11/30/2010

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

None prior to 11/30/2010

# GARFIELD FOUNDATION

Dear Jeremy Narby:

The Garfield Foundation (the "Foundation") has approved a grant to Nouvelle Planète for its *Amazonian Program Small Projects Fund.* The grant will support small projects in the Peruvian Amazon that have been identified, and will be monitored by Nouvelle Planete but, implemented directly in and by indigenous communities.

Nouvelle Planète has been designated the recipient of the U S. $35,000 award to be utilized for the designated purpose between **August 1, 2010 – July 31, 2011.**

**Schedule of Reports:**

- *Semi-annual narrative* report due by **February 28, 2011** *(covering six months August 1, 2010-January 31, 2011)*
- *Final narrative & financial* reports due by **August 31, 2011** *(covering six months, February 1, 2011 – July 31, 2011)*

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

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

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

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

   Project #1:
   ***ODECOFROC/Aguaruna Women's Family Nutrition Project - $22,500***
   Description: Maintain trainings and support activities in five communities for traditional subsistence skills for Aguaruna women and youth including:

   - Agro forestry in secondary schools;
   - Ceramic production & quality enhancement;
   - Household budgeting; and,
   - A facilitated dialogue about mining threats, its impact on Aguaruna territory and the role of their representative organization in defending the communities.

   Project #2:
   ***ACODECOSPAT: the representative organization of the Kukama people residing in and around the Pacaya-Samiria National Park - $12,500***
   Description: Grant funds will specifically support the purchase, distribution, and set-up of five solar-powered short wave radios, including training community members how to use them. The radios will link seven additional Kukama communities to the ACODECOSPAT network and to the towns of Nauta and Iquitos (to date, 27 of the 50 communities have radios), helping to

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www garfieldfoundation org

improve communication between distant Kukama communities and enhancing their capacity to protect the National Park.

*Please refer to the 2010-2011 proposal for the details of activities and budget associated with this grant.*

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

3. The laws and customs applicable to Nouvelle Planète:

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

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

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

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

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

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

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

8. Termination:

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

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

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

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

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

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

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

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

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

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

On behalf of the

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

Executive Director, Jennie Curtis

Date: 7/30/2010 Jennie Curtis

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

On behalf of

**Nouvelle Planète**
**Route de Courgenay 28**
**CH-2900 Porrentruy**
**Switzerland**

Amazonian Program Director, Jeremy Narby

Date: 8-2-2010 Jeremy Narby

**STATEMENT ATTACHED FOR FORM 990-PF**

**THE GARFIELD FOUNDATION**

**EIN # 22-2285358**

**FISCAL YEAR ENDING: NOVEMBER 30, 2010**

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

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

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

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

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

July 28, 2010 $45,000 00

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

See statement attached

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

October 4, 2010 $45,000 00

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

No

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

None prior to 11/30/2010

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

None prior to 11/30/2010

# GARFIELD FOUNDATION

Dear John Hontelez:

The Garfield Foundation (the "Foundation") has approved a grant to the European Environmental Bureau for its *International Zero Mercury Campaign.* The grant will help Japanese advocates organize important and influential meetings in Japan and support additional use of the Lumex portable mercury monitoring device, which will help to inform the Intergovernmental Negotiating Committee while drafting the global mercury treaty.

EEB has been designated the recipient of the U.S. $45,000 award to be utilized for the designated purpose between **August 1, 2010-July 31, 2011.**

**Schedule of Reports:**

- *Semi-annual narrative* report due by **February 28, 2011** *(covering six months – August 1, 2010 to January 31, 2010)*
- *Final narrative & financial* reports due by **August 31, 2011** *(covering six months, February 1-July 31, 2011)*

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

The financial report will detail all project expenditures occurring during the grant period in accordance with the approved budget outlined in the proposal. All income (i.e., private, government and in-kind contributions) generated for the project during the grant period will also be reported. In addition, when available, EEB will provide a full Zero Mercury Campaign expenditure report for 2010 and 2011.

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

1. EEB was created in 1974, and is operated exclusively for charitable [or educational] purposes. The activities of EEB as relevant to this grant include:
   - Work in collaboration with NGOs in developing countries to collect monitoring data (including with the use of the Lumex machine purchased with the last Garfield Foundation grant) that can be used to raise awareness of mercury exposure risks and to encourage governments to take strong positions while negotiating the terms of the treaty;
   - To help bridge policy gaps in concerned regions or countries, work in collaboration with NGOs to identify the areas of concern and provide relevant technical and policy information and, to organize activities and projects in support of the discussions surrounding the global mercury treaty.
   - Organize a conference in Japan (last quarter of 2010) to engage Japanese citizens (especially victims of mercury toxicity from Minimata) to appeal to governments for a robust treaty, to educate the Japanese public about mercury issues and the opportunity the treaty process offers, and to advocate for the Japanese government to adopt a mercury export ban and the safe storage of excess mercury; and,
   - Organize an event in conjunction with the second Intergovernmental Negotiating Committee (INC) meeting highlighting the lessons to be learnt from Minamata, the need for a Japan export ban, and other relevant connections between the Minamata tragedy and the treaty negotiations.

*Please refer to the 2010-2011 proposal for the details of activities and budget associated with this grant.*

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

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

3. The laws and customs applicable to EEB:

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

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

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

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

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

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

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

8. Termination:

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

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

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

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

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

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

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

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

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

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

On behalf of the

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

Executive Director, Jennie Curtis

Date: 7/28/10 Jennie Curtis

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

On behalf of

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

Secretary General, John Hontelez

Date: 9/1/10

**STATEMENT ATTACHED FOR FORM 990-PF**

**THE GARFIELD FOUNDATION**

**EIN # 22-2285358**

**FISCAL YEAR ENDING: NOVEMBER 30, 2010**

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

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

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

City Works
Project: General Operations
122 W. State Street
Trenton, NJ 08608

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

August 2, 2010 $200,000.00

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

See statement attached

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

None prior to 11/30/2010

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

No

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

None prior to 11/30/2010

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

None prior to 11/30/2010

# GARFIELD FOUNDATION

## Grant Agreement

| | |
|---|---|
| **Organization:** | CityWorks, Inc. |
| **Project:** | General Operations |
| **Representative/Legal Signatory:** | Thomas M. Clark, Executive Director |
| **Email:** | tclark@ecityworks.com |
| **Address:** | 122 West State Street, Trenton, NJ 08608 |
| **Phone:** | 609-984-8333 |

**Project Description:**
This grant will provide general operating support enabling CityWorks to continue to provide expertise and guidance to local nonprofit community development organizations and civil authorities on economic development opportunities in New Jersey's underserved communities including land planning and, residential, retail and commercial facility development.

**Project Activities & Deliverables:**
- Continue construction of the Neptune Commercial Center, set for completion by 2010;
- Begin construction on the Neptune Ridge Avenue Residential Project, also set for completion by 2010;
- Accelerate the progress of projects in the CityWorks development pipeline – Nex Generation Medical Center; Proceed Inc. Administrative Center; YWCA Center; East Trenton Collaborative; and the Trenton Neighborhood Stabilization Program; and,
- Continue to seek projects that are aligned with CityWorks' mission and expertise.

*Please refer to the proposal for details on 2009-10 project activities and budget.*

**Project Implementation Schedule:** May 1, 2009–April 30, 2010

**Approved Grant:** $200,000

**Condition:** This grant is intended for operation expenses and will not be used to supplement expenses that should be covered by consulting income.

**Schedule of Reports:**
- *Semi-Annual* narrative report due by **November 30, 2009**
- *2009 Organization Expenditure Report* due by **January 31, 2010**
- *Final* narrative and financial reports due by **May 31, 2010**

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

The financial reports will detail organizational expenditures in accordance with the approved budget outlined in the proposal. In addition, the final financial report will include a full annual operations budget for all aspects of CityWorks operations and programs for 2010. All income (i.e. generated, private, government and in-kind contributions) for the organization will also be reported.

On behalf of the **Garfield Foundation**
Executive Director, Jennie Curtis

Date: 5/4/09 Jennie Curtis

CityWorks, Inc. hereby agrees to the terms and conditions of the grant as recited above.

On behalf of **CityWorks, Inc.**
Executive Director, Thomas M. Clark

Date: 5/7/09

- 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<br>File by the extended due date for filing the return See instructions | Name of Exempt Organization<br>THE GARFIELD FOUNDATION<br>C/O RAICH ENDE MALTER & CO. LLP | Employer identification number<br>22-2285358 |
|---|---|---|
| | Number, street, and room or suite no. If a P.O. box, see instructions.<br>475 PARK AVENUE SO., 31ST FLOOR | For IRS use only |
| | City, town or post office, state, and ZIP code. For a foreign address, see instructions.<br>NEW YORK, NY 10016 | |

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

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

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

- The books are in the care of ▶ RAICH ENDE MALTER & CO. LLP 475 PARK AVE SO. 31ST FLOOR - NEW YORK, NY 10016

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

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

4 I request an additional 3-month extension of time until OCTOBER 15, 2011

5 For calendar year ______ , or other tax year beginning DEC 1, 2009 , and ending NOV 30, 2010

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

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

| | | | |
|---|---|---|---|
| 8a | If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions. | 8a | $ 17,933. |
| 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 | $ 22,726. |
| 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 ▶ Title ▶ CPA Date ▶ 06/29/11



923832
05-26-09

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

# Application for Extension of Time To File an Exempt Organization Return

▶ File a separate application for each return.

OMB No. 1545-1709

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

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

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

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

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

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

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

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

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

- The books are in the care of ▶ RAICH ENDE MALTER & CO.LLP 475 PARK AVE SO. 31ST FLOOR - NEW YORK, NY 10016
  Telephone No ▶ 212-695-7003 FAX No. ▶ 212-695-3031
- If the organization does not have an office or place of business in the United States, check this box ▶ [ ]
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) ______ If this is for the whole group, check this box ▶ [ ] . If it is for part of the group, check this box ▶ [ ] and attach a list with the names and EINs of all members the extension will cover.

1 I request an automatic 3 month (6-months for a corporation required to file Form 990-T) extension of time until JULY 15, 2011 , to file the exempt organization return for the organization named above. The extension is for the organization's return for:
▶ [ ] calendar year ______ or
▶ [X] tax year beginning DEC 1, 2009 , and ending NOV 30, 2010

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

| | | | |
|---|---|---|---|
| 3a | If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions. | 3a | $ 22,726. |
| 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 | $ 14,726. |
| 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 | $ 8,000. |

**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