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

2011

For calendar year 2011 or tax year beginning , and ending

Name of foundation: TURNER FOUNDATION, INC.

A Employer identification number: 58-1924590

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

Room/suite

B Telephone number: 404 681 9900

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

C If exemption application is pending, check here ▶ ☐

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

D 1. Foreign organizations, check here ▶ ☐

2. Foreign organizations meeting the 85% test, check here and attach computation ▶ ☐

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

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

I Fair market value of all assets at end of year *(from Part II, col. (c), line 16)* ▶$ 4,504,937.

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

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

Part I Analysis of Revenue and Expenses (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a).)

		(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	10,143,866.			
	2 Check ▶ ☐ if the foundation is not required to attach Sch B				
	3 Interest on savings and temporary cash investments	24,927.	24,930.		STATEMENT 2
	4 Dividends and interest from securities	26,855.	33,614.		STATEMENT 3
	5a Gross rents				
	b Net rental income or (loss)				
	6a Net gain or (loss) from sale of assets not on line 10	<135,841.>			STATEMENT 1
	b Gross sales price for all assets on line 6a 4,319,810.				
	7 Capital gain net income (from Part IV, line 2)		4,319,810.		
	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	33.	33.	0.	STATEMENT 4
	12 Total. Add lines 1 through 11	10,059,840.	4,378,387.	0.	
Operating and Administrative Expenses	13 Compensation of officers, directors, trustees, etc	325,560.	32,556.	0.	293,004.
	14 Other employee salaries and wages	534,290.	4,305.	0.	529,985.
	15 Pension plans, employee benefits	215,621.	2,156.	0.	213,465.
	16a Legal fees STMT 5	100,000.	20,000.	0.	80,000.
	b Accounting fees STMT 6	4,000.	200.	0.	3,800.
	c Other professional fees STMT 7	117,468.	0.	0.	117,468.
	17 Interest				
	18 Taxes STMT 8	86,030.	0.	0.	0.
	19 Depreciation and depletion	21,804.	0.	0.	
	20 Occupancy				
	21 Travel, conferences, and meetings	435,931.	0.	0.	435,931.
	22 Printing and publications	3,704.	0.	0.	3,704.
	23 Other expenses STMT 9	104,285.	344.	0.	103,941.
	24 **Total operating and administrative expenses.** Add lines 13 through 23	1,948,693.	59,561.	0.	1,781,298.
	25 Contributions, gifts, grants paid	9,951,009.			10,674,957.
	26 **Total expenses and disbursements** Add lines 24 and 25	11,899,702.	59,561.	0.	12,456,255.
	27 Subtract line 26 from line 12:				
	a Excess of revenue over expenses and disbursements	<1,839,862.>			
	b **Net investment income** (if negative, enter -0-)		4,318,826.		
	c **Adjusted net income** (if negative, enter -0-)			0.	

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12-02-11 LHA For Paperwork Reduction Act Notice, see instructions.

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07580823 130743 58-1924590 2011.04010 TURNER FOUNDATION, INC. 58-19241

Part II Balance Sheets

Attached schedules and amounts in the description column should be for end-of-year amounts only

			Beginning of year	End of year	
			(a) Book Value	(b) Book Value	(c) Fair Market Value
Assets	1	Cash - non-interest-bearing		1.	1.
	2	Savings and temporary cash investments	1,336,270.	1,468,659.	1,468,659.
	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	519,649.	872,725.	872,725.
	10a	Investments - U.S. and state government obligations STMT 10	0.	2,005,780.	2,005,780.
	b	Investments - corporate stock STMT 11	3,822,914.	0.	0.
	c	Investments - corporate bonds			
	11	Investments - land, buildings, and equipment basis ▶ 532,815.			
		Less accumulated depreciation ▶ 495,043.	35,142.	37,772.	37,772.
	12	Investments - mortgage loans			
	13	Investments - other STMT 12	120,000.	120,000.	120,000.
	14	Land, buildings, and equipment: basis ▶			
		Less accumulated depreciation ▶			
	15	Other assets (describe ▶)			
	16	**Total assets** (to be completed by all filers)	5,833,975.	4,504,937.	4,504,937.
Liabilities	17	Accounts payable and accrued expenses	415,658.	468,383.	
	18	Grants payable	4,497,510.	4,328,962.	
	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)	4,913,168.	4,797,345.	
Net Assets or Fund Balances		**Foundations that follow SFAS 117, check here ▶ [X] and complete lines 24 through 26 and lines 30 and 31.**			
	24	Unrestricted	920,807.	<292,408.>	
	25	Temporarily restricted			
	26	Permanently restricted			
		Foundations that do not follow SFAS 117, check here ▶ [ ] and complete lines 27 through 31.			
	27	Capital stock, trust principal, or current funds			
	28	Paid-in or capital surplus, or land, bldg., and equipment fund			
	29	Retained earnings, accumulated income, endowment, or other funds			
	30	**Total net assets or fund balances**	920,807.	<292,408.>	
	31	**Total liabilities and net assets/fund balances**	5,833,975.	4,504,937.	

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	920,807.
2	Enter amount from Part I, line 27a	2	<1,839,862.>
3	Other increases not included in line 2 (itemize) ▶ UNREALIZED GAIN ON CORPORATE STOCK	3	626,641.
4	Add lines 1, 2, and 3	4	<292,414.>
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	<292,414.>

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	75,108 SH TIME WARNER INC	D	VARIOUS	05/10/11
b	1,463,826 SH TIME WARNER CABLE, INC	D	VARIOUS	05/10/11
c	131,060 SH AOL, INC	D	VARIOUS	05/10/11
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	2,722,214.			2,722,214.
b	1,465,846.			1,465,846.
c	131,750.			131,750.
d				
e				

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

	(i) F.M.V. as of 12/31/69	(j) Adjusted basis as of 12/31/69	(k) Excess of col. (i) over col. (j), if any	(l) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))
a				2,722,214.
b				1,465,846.
c				131,750.
d				
e				

2 Capital gain net income or (net capital loss)	If gain, also enter in Part I, line 7; If (loss), enter -0- in Part I, line 7	2	4,319,810.
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	0.

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))
2010	12,893,635.	9,052,461.	1.424324
2009	11,852,174.	7,626,593.	1.554059
2008	12,395,505.	8,238,418.	1.504598
2007	11,628,329.	9,247,197.	1.257498
2006	10,070,953.	6,399,382.	1.573738

2 Total of line 1, column (d)	2	7.314217
3 Average distribution ratio for the 5-year base period - divide the total on line 2 by 5, or by the number of years the foundation has been in existence if less than 5 years	3	1.462843
4 Enter the net value of noncharitable-use assets for 2011 from Part X, line 5	4	6,485,998.
5 Multiply line 4 by line 3	5	9,487,997.
6 Enter 1% of net investment income (1% of Part I, line 27b)	6	43,188.
7 Add lines 5 and 6	7	9,531,185.
8 Enter qualifying distributions from Part XII, line 4	8	12,456,255.

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	43,188.
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	43,188.
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	43,188.
6 Credits/Payments:				
a 2011 estimated tax payments and 2010 overpayment credited to 2011	6a	90,523.		
b Exempt foreign organizations - tax withheld at source	6b			
c Tax paid with application for extension of time to file (Form 8868)	6c			
d Backup withholding erroneously withheld	6d			
7 Total credits and payments. Add lines 6a through 6d			7	90,523.
8 Enter any **penalty** for underpayment of estimated tax. Check here ☐ if Form 2220 is attached			8	
9 **Tax due.** If the total of lines 5 and 8 is more than line 7, enter **amount owed** ▶			9	
10 **Overpayment** If line 7 is more than the total of lines 5 and 8, enter the **amount overpaid** ▶			10	47,335.
11 Enter the amount of line 10 to be: **Credited to 2012 estimated tax** ▶ 47,335. **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? N/A	4b		
5 Was there a liquidation, termination, dissolution, or substantial contraction during the year? *If "Yes," attach the statement required by General Instruction T*	5		X
6 Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?	6	X	
7 Did the foundation have at least $5,000 in assets at any time during the year? *If "Yes," complete Part II, col. (c), and Part XV*	7	X	
8a Enter the states to which the foundation reports or with which it is registered (see instructions) ▶ GA			
b If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by *General Instruction G? If "No," attach explanation*	8b	X	
9 Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2011 or the taxable year beginning in 2011 (see instructions for Part XIV)? *If "Yes," complete Part XIV*	9		X
10 Did any persons become substantial contributors during the tax year? If "Yes," attach a schedule listing their names and addresses	10		X

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

			Yes	No
11	At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule (see instructions)	11		X
12	Did the foundation make a distribution to a donor advised fund over which the foundation or a disqualified person had advisory privileges? If "Yes," attach statement (see instructions)	12		X
13	Did the foundation comply with the public inspection requirements for its annual returns and exemption application?	13	X	

Website address ▶ WWW.TURNERFOUNDATION.ORG

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

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

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

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

			Yes	No
16	At any time during calendar year 2011, did the foundation have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country?	16		X

See the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶

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

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

			Yes	No
1a	During the year did the foundation (either directly or indirectly):			
	(1) Engage in the sale or exchange, or leasing of property with a disqualified person? ☐ Yes ☒ No			
	(2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? ☐ Yes ☒ No			
	(3) Furnish goods, services, or facilities to (or accept them from) a disqualified person? ☒ Yes ☐ No			
	(4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person? ☒ Yes ☐ No			
	(5) Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)? ☐ Yes ☒ No			
	(6) Agree to pay money or property to a government official? (**Exception.** Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.) ☐ Yes ☒ No			
b	If any answer is "Yes" to 1a(1)-(6), did **any** of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance (see 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 2011?	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 2011, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2011? ☐ 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 2011 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 2011.)* 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 2011?	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? SEE STATEMENT 14 ☒ 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
SEE STATEMENT 13		325,560.	19,534.	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
JUDY ADLER 133 LUCKIE STREET, ATLANTA, GA 30303	PROGRAM OFFICER 40.00	89,514.	5,371.	0.
RAYMOND GOODREAU 133 LUCKIE STREET, ATLANTA, GA 30303	ACCT/HR OFFICER 40.00	86,100.	5,166.	0.
TARYN MURPHY 133 LUCKIE STREET, ATLANTA, GA 30303	PROGRAM OFFICER 40.00	73,800.	4,428.	0.
LISA WEINSTEIN 133 LUCKIE STREET, ATLANTA, GA 30303	PROGRAM OFFICER 40.00	73,800.	4,428.	0.
KRISTINE WITHERSPOON 133 LUCKIE STREET, ATLANTA, GA 30303	DIR OF BOARD RELATIONS/ASST TO PRES 40.00	71,126.	4,109.	0.
Total number of other employees paid over $50,000 ▶				1

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

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

(a) Name and address of each person paid more than $50,000	(b) Type of service	(c) Compensation
DAVIS, PICKREN, SEYDEL & SNEED LLP - 285 PEACHTREE CENTER AVENUE, ATLANTA, GA 30303		100,000.
Total number of others receiving over $50,000 for professional services ▶		0

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

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

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

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

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

1	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:			
a	Average monthly fair market value of securities		1a	2,737,904.
b	Average of monthly cash balances		1b	3,846,866.
c	Fair market value of all other assets		1c	
d	**Total** (add lines 1a, b, and c)		1d	6,584,770.
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	6,584,770.
4	Cash deemed held for charitable activities. Enter 1 1/2% of line 3 (for greater amount, see instructions)		4	98,772.
5	**Net value of noncharitable-use assets.** Subtract line 4 from line 3. Enter here and on Part V, line 4		5	6,485,998.
6	**Minimum investment return.** Enter 5% of line 5		6	324,300.

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	324,300.
2a	Tax on investment income for 2011 from Part VI, line 5	2a 43,188.		
b	Income tax for 2011. (This does not include the tax from Part VI.)	2b		
c	Add lines 2a and 2b		2c	43,188.
3	Distributable amount before adjustments. Subtract line 2c from line 1		3	281,112.
4	Recoveries of amounts treated as qualifying distributions		4	0.
5	Add lines 3 and 4		5	281,112.
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	281,112.

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	12,456,255.
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	12,456,255.
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	43,188.
6	**Adjusted qualifying distributions** Subtract line 5 from line 4	6	12,413,067.

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

Part XIII **Undistributed Income** (see instructions)

	(a) Corpus	(b) Years prior to 2010	(c) 2010	(d) 2011
1 Distributable amount for 2011 from Part XI, line 7				281,112.
2 Undistributed income, if any, as of the end of 2011				
a Enter amount for 2010 only			0.	
b Total for prior years: ____ , ____ , ____		0.		
3 Excess distributions carryover, if any, to 2011:				
a From 2006 10012146.				
b From 2007 11170550.				
c From 2008 11986700.				
d From 2009 11471241.				
e From 2010 12442266.				
f **Total** of lines 3a through e	57,082,903.			
4 Qualifying distributions for 2011 from Part XII, line 4: ▶ $ 12,456,255.				
a Applied to 2010, 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 2011 distributable amount				281,112.
e Remaining amount distributed out of corpus	12,175,143.			
5 Excess distributions carryover applied to 2011 (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	69,258,046.			
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 2010. Subtract line 4a from line 2a. Taxable amount - see instr.			0.	
f Undistributed income for 2011. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2012				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 2006 not applied on line 5 or line 7	10,012,146.			
9 **Excess distributions carryover to 2012.** Subtract lines 7 and 8 from line 6a	59,245,900.			
10 Analysis of line 9:				
a Excess from 2007 11170550.				
b Excess from 2008 11986700.				
c Excess from 2009 11471241.				
d Excess from 2010 12442266.				
e Excess from 2011 12175143.				

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 2011, 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) 2011	(b) 2010	(c) 2009	(d) 2008	(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 instructions.)

1 **Information Regarding Foundation Managers:**

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

R.E. TURNER, III

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

NONE

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

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

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

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

c Any submission deadlines.

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

Part XV Supplementary Information (continued)

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

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a *Paid during the year*				
SEE STATEMENT 16				10,674,957.
SEE STATEMENT 17				4,328,962.
Total			▶ 3a	15,003,919.
b *Approved for future payment*				
NONE				
Total			▶ 3b	0.

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	24,927.	
4 Dividends and interest from securities			14	26,855.	
5 Net rental income or (loss) from real estate:					
a Debt-financed property					
b Not debt-financed property					
6 Net rental income or (loss) from personal property					
7 Other investment income			14	33.	
8 Gain or (loss) from sales of assets other than inventory					<135,841.>
9 Net income or (loss) from special events					
10 Gross profit or (loss) from sales of inventory					
11 Other revenue:					
a					
b					
c					
d					
e					
12 Subtotal. Add columns (b), (d), and (e)		0.		51,815.	<135,841.>

13 **Total.** Add line 12, columns (b), (d), and (e) 13 <84,026.>

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

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

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

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

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

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

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

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

b If "Yes," complete the following schedule.

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

Sign Here

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

Michael V. Finley 8/31/12

Signature of officer or trustee | Date | Title

May the IRS discuss this return with the preparer shown below (see instr)? ☒ Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
CHRISTINE S. HUNG		8/23/12		P00002137
Firm's name ▶ AVALON FINANCIAL ADVISORS, LLC			Firm's EIN ▶ 58-1259406	
Firm's address ▶ 133 LUCKIE STREET ATLANTA, GA 30303			Phone no. (404) 522-4200	

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

Schedule of Contributors

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

OMB No 1545-0047

2011

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

Organization type (check one)

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

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

General Rule

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

Special Rules

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

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

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

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

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

Part I **Contributors** (see instructions) Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	RE TURNER III 133 LUCKIE STREET ATLANTA, GA 30303	$ 112,376.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution)
2	R.E. TURNER CHARITABLE REMAINDER UNITRUST #4 133 LUCKIE STREET ATLANTA, GA 30303	$ 10,000,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution)
3	ENVIRONMENTAL DEFENSE FUND 257 PARK AVENUE SOUTH NEW YORK, NY 10010	$ 30,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution)

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

Part II Noncash Property (see instructions) Use duplicate copies of Part II if additional space is needed

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
		$	

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
		$	

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

Part III *Exclusively* religious, charitable, etc., individual contributions to section 501(c)(7), (8), or (10) organizations that total more than $1,000 for the year. Complete columns **(a)** through **(e)** and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of **$1,000 or less** for the year. (Enter this information once) ▶ $

Use duplicate copies of Part III if additional space is needed

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

FORM 990-PF GAIN OR (LOSS) FROM SALE OF ASSETS STATEMENT 1

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
75,108 SH TIME WARNER INC	DONATED	VARIOUS	05/10/11

(B) GROSS SALES PRICE	(C) VALUE AT TIME OF ACQ.	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
2,722,214.	2,843,589.	0.	0.	<121,375.>

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
1,463,826 SH TIME WARNER CABLE, INC	DONATED	VARIOUS	05/10/11

(B) GROSS SALES PRICE	(C) VALUE AT TIME OF ACQ.	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
1,465,846.	1,472,907.	0.	0.	<7,061.>

(A) DESCRIPTION OF PROPERTY	MANNER ACQUIRED	DATE ACQUIRED	DATE SOLD
131,060 SH AOL, INC	DONATED	VARIOUS	05/10/11

(B) GROSS SALES PRICE	(C) VALUE AT TIME OF ACQ.	(D) EXPENSE OF SALE	(E) DEPREC.	(F) GAIN OR LOSS
131,750.	139,155.	0.	0.	<7,405.>

CAPITAL GAINS DIVIDENDS FROM PART IV	0.
TOTAL TO FORM 990-PF, PART I, LINE 6A	<135,841.>

FORM 990-PF INTEREST ON SAVINGS AND TEMPORARY CASH INVESTMENTS STATEMENT 2

SOURCE	AMOUNT
MERRILL LYNCH - CHECKING ACCOUNT	24,181.
MERRILL LYNCH - MADDOX	61.
WACHOVIA	685.
TOTAL TO FORM 990-PF, PART I, LINE 3, COLUMN A	24,927.

FORM 990-PF DIVIDENDS AND INTEREST FROM SECURITIES STATEMENT 3

SOURCE	GROSS AMOUNT	CAPITAL GAINS DIVIDENDS	COLUMN (A) AMOUNT
MERRILL LYNCH	26,855.	0.	26,855.
TOTAL TO FM 990-PF, PART I, LN 4	26,855.	0.	26,855.

FORM 990-PF OTHER INCOME STATEMENT 4

DESCRIPTION	(A) REVENUE PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME
OTHER INCOME	33.	33.	0.
TOTAL TO FORM 990-PF, PART I, LINE 11	33.	33.	0.

FORM 990-PF LEGAL FEES STATEMENT 5

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
LEGAL FEES	100,000.	20,000.	0.	80,000.
TO FM 990-PF, PG 1, LN 16A	100,000.	20,000.	0.	80,000.

FORM 990-PF ACCOUNTING FEES STATEMENT 6

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
AUDIT FEES	4,000.	200.	0.	3,800.
TO FORM 990-PF, PG 1, LN 16B	4,000.	200.	0.	3,800.

FORM 990-PF OTHER PROFESSIONAL FEES STATEMENT 7

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
CONSULTING	117,468.	0.	0.	117,468.
TO FORM 990-PF, PG 1, LN 16C	117,468.	0.	0.	117,468.

FORM 990-PF TAXES STATEMENT 8

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST-MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
FEDERAL TAXES	86,030.	0.	0.	0.
TO FORM 990-PF, PG 1, LN 18	86,030.	0.	0.	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
BANK FEES	10,745.	0.	0.	10,745.
DUES & SUBSCRIPTIONS	53,876.	0.	0.	53,876.
OFFICE EXPENSE	25,170.	252.	0.	24,918.
PROFESSIONAL INSURANCE	5,239.	0.	0.	5,239.
POSTAGE	1,134.	11.	0.	1,123.
COMMUNICATION SYSTEMS	1,597.	16.	0.	1,581.
TELEPHONE	6,524.	65.	0.	6,459.
TO FORM 990-PF, PG 1, LN 23	104,285.	344.	0.	103,941.

FORM 990-PF U.S. AND STATE/CITY GOVERNMENT OBLIGATIONS STATEMENT 10

DESCRIPTION	U.S. GOV'T	OTHER GOV'T	BOOK VALUE	FAIR MARKET VALUE
MERRILL LYNCH CMA EQUITY	X		2,005,780.	2,005,780.
TOTAL U.S. GOVERNMENT OBLIGATIONS			2,005,780.	2,005,780.
TOTAL STATE AND MUNICIPAL GOVERNMENT OBLIGATIONS				
TOTAL TO FORM 990-PF, PART II, LINE 10A			2,005,780.	2,005,780.

FORM 990-PF CORPORATE STOCK STATEMENT 11

DESCRIPTION	BOOK VALUE	FAIR MARKET VALUE
CORPORATE STOCK	0.	0.
TOTAL TO FORM 990-PF, PART II, LINE 10B	0.	0.

FORM 990-PF OTHER INVESTMENTS STATEMENT 12

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

FORM 990-PF — PART VIII - LIST OF OFFICERS, DIRECTORS -- TRUSTEES AND FOUNDATION MANAGERS — STATEMENT 13

NAME AND ADDRESS	TITLE AND AVRG HRS/WK	COMPEN-SATION	EMPLOYEE BEN PLAN CONTRIB	EXPENSE ACCOUNT
R.E. TURNER, III 133 LUCKIE STREET ATLANTA, GA 30303	CHAIRMAN 1.00	0.	0.	0.
MICHAEL V. FINLEY 133 LUCKIE STREET ATLANTA, GA 30303	PRESIDENT 40.00	325,560.	19,534.	0.
MICHAEL V. FINLEY 133 LUCKIE STREET ATLANTA, GA 30303	TREASURER 1.00	0.	0.	0.
J RUTHERFORD SEYDEL, II 285 PEACHTREE CENTER AVENUE ATLANTA, GA 30303	SECRETARY 1.00	0.	0.	0.
LAURA LEE TURNER SEYDEL 133 LUCKIE STREET ATLANTA, GA 30303	DIRECTOR 1.00	0.	0.	0.
ROBERT EDWARD TURNER, IV 133 LUCKIE STREET ATLANTA, GA 30303	DIRECTOR 1.00	0.	0.	0.
RHETT LEE TURNER 133 LUCKIE STREET ATLANTA, GA 30303	DIRECTOR 1.00	0.	0.	0.
REED BEAUREGARD TURNER 133 LUCKIE STREET ATLANTA, GA 30303	DIRECTOR 1.00	0.	0.	0.
SARA JEAN GARLINGTON 133 LUCKIE STREET ATLANTA, GA 30303	DIRECTOR 1.00	0.	0.	0.
TOTALS INCLUDED ON 990-PF, PAGE 6, PART VIII		325,560.	19,534.	0.

FORM 990-PF EXPENDITURE RESPONSIBILITY STATEMENT STATEMENT 14
PART VII-B, LINE 5C

GRANTEE'S NAME

SEE STATEMENT 15

GRANTEE'S ADDRESS

SEE STATEMENT 15

GRANT AMOUNT	DATE OF GRANT	AMOUNT EXPENDED

PURPOSE OF GRANT

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

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

OMB No 1545-0172
2011
Attachment Sequence No 179

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

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

1	Maximum amount (see instructions)	1	500,000.
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	2,000,000.
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 2010 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 2012 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 2011	17	17,320.
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 2011 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		23,495.	3YRS	MM	SL	4,407.
b 5-year property		938.	5YRS	MM	SL	77.
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 2011 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	21,804.
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	

Part V **Listed Property** (Include automobiles, certain other vehicles, 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 2011 tax year					
43 Amortization of costs that began before your 2011 tax year				43	
44 **Total.** Add amounts in column (f) See the instructions for where to report				44	

STATEMENT 15

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
GENERAL SUPPORT GRANT AGREEMENT

ORGANIZATION:	**Turner Endangered Species Fund, Inc. (the "Grantee")**
GRANT ID#:	**201200158**
APPROVED AMOUNT:	**For up to $509,250**
APPROVAL DATE:	**12/22/2011**
GRANT PERIOD:	**12/22/2011 - 12/22/2012**

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

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the general support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2011 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

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

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

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

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

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

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

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

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

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. In addition, any grant funds not used for the charitable purpose described in the grant agreement must be repaid to the Foundation.

TURNER ENDANGERED SPECIES FUND 201200158

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

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

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

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

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

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

FOUNDATION:

Turner Foundation, Inc.

Signature: MV Finley

By: Michael V. Finley

Title: President

Date: 1/23/2012

GRANTEE:

Turner Endangered Species Fund, Inc.

Signature: M Phillips

By: MIKE PHILLIPS

Title: EXECUTIVE DIRECTOR

Date: 1-25-12

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

STATEMENT 15

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

ORGANIZATION:	**Jacksonboro Community Center (the "Grantee")**
PROJECT:	**Turner Youth Initiative (the "Project")**
GRANT ID#:	**201200132**
APPROVED AMOUNT:	**For up to $12,000**
APPROVAL DATE:	**12/22/2011**
GRANT PERIOD:	**12/22/2011 - 12/22/2012**

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

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2011 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

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

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

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

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

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

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

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

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

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. In addition, any grant funds not used for the charitable purpose described in the grant agreement must be repaid to the Foundation.

JACKSONBORO COMMUNITY CENTER 201200132

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

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

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

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

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

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

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

FOUNDATION:

Turner Foundation, Inc.

Signature: M V Finley

By: Michael V. Finley

Title: President

Date: 1/23/2012

GRANTEE:

Jacksonboro Community Center

Signature: Kenneth E. Sanders

By: KENNETH E. SANDERS

Title: Director

Date: 1/27/2012

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

STATEMENT 15.

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

ORGANIZATION:	**Associated Builders and Contractors, Inc. (the "Grantee")**
PROJECT:	**Green Contractor Certification and Training Program (the "Project")**
GRANT ID#:	**201200118**
APPROVED AMOUNT:	**For up to $50,000**
APPROVAL DATE:	**12/22/2011**
GRANT PERIOD:	**12/22/2011 - 12/22/20~~11~~**

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

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2011 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

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

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

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

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

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

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

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

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

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. In addition, any grant funds not used for the charitable purpose described in the grant agreement must be repaid to the Foundation.

Associated Builders and Contractors, Inc. 201200118

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

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

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

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

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

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

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

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Associated Builders and Contractors, Inc.**
Signature: M.V. Finley	Signature: Jason R.D.
By: Michael V. Finley	By: Jason R. Daisey
Title: President	Title: Chief Financial Officer
Date: 1/23/2012	Date: 2/7/2012

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

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

STATEMENT 15

ORGANIZATION:	**National Restaurant Association (the "Grantee")**
PROJECT:	**ConSERVE (the "Project")**
GRANT ID#:	**201200157**
APPROVED AMOUNT:	**For up to $170,000**
APPROVAL DATE:	**12/22/2011**
GRANT PERIOD:	**12/22/2011 - 12/22/2012**

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

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2011 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

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

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

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

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

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

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

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

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

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. In addition, any grant funds not used for the charitable purpose described in the grant agreement must be repaid to the Foundation.

NATIONAL · RESTAURANT ASSOCIATION 201200157

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

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

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

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

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

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

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

FOUNDATION:

Turner Foundation, Inc.

Signature: [signature]

By: Michael V. Finley

Title: President

Date: 1/23/2012

GRANTEE:

National Restaurant Association

Signature: [signature]

By: DAWN SWEENEY

Title: President + CEO

Date: 2/9/12

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

Statement 15

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

ORGANIZATION:	**Raton Recreation & Education Council (the "Grantee")**
PROJECT:	**Turner Community Youth Development Initiative (the "Project")**
GRANT ID#:	**201200147**
APPROVED AMOUNT:	**For up to $40,000**
APPROVAL DATE:	**12/22/2011**
GRANT PERIOD:	**12/22/2011 - 12/22/2012**

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

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2011 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

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

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

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

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

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

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

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

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

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. In addition, any grant funds not used for the charitable purpose described in the grant agreement must be repaid to the Foundation.

Raton Recreation & Education Council 201200147.

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

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

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

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

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

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

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

FOUNDATION:

Turner Foundation, Inc.

Signature: M.V. Finley

By: Michael V. Finley

Title: President

Date: 1/23/2012

GRANTEE:

Raton Recreation & Education Council

Signature: DV

By: Diane Valdez

Title: Program Director

Date: 1/27/12

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

STATEMENT 15

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

ORGANIZATION:	**Jefferson County Youth Council (the "Grantee")**
PROJECT:	**Turner Community Youth Development Initiative (the "Project")**
GRANT ID#:	**201200142**
APPROVED AMOUNT:	**For up to $40,000**
APPROVAL DATE:	**12/22/2011**
GRANT PERIOD:	**12/22/2011 - 12/22/2012**

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

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2011 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

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

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

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

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

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

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

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

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

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. In addition, any grant funds not used for the charitable purpose described in the grant agreement must be repaid to the Foundation.

Jefferson County Youth Council 201200142

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

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

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

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

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

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

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

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Jefferson County Youth Council**
Signature: M.V. Finley	Signature: Gladys Roann
By: Michael V. Finley	By: Gladys Roann
Title: President	Title: Chair Bd. Directors
Date: 1/23/2012	Date: 2-11-12

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

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

STATEMENT 15

ORGANIZATION:	**Bozeman Youth Initiative (the "Grantee")**
PROJECT:	**Turner Youth Initiative (the "Project")**
GRANT ID#:	**201200166**
APPROVED AMOUNT:	**For up to $60,000**
APPROVAL DATE:	**12/22/2011**
GRANT PERIOD:	**12/22/2011 - 12/22/2012**

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

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2011 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

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

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

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

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

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

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

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

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

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. In addition, any grant funds not used for the charitable purpose described in the grant agreement must be repaid to the Foundation.

Bozeman Youth Initiative 201200166

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

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

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

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

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

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

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

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Bozeman Youth Initiative**
Signature: MV Finley	Signature: Greg Owens
By: Michael V. Finley	By: Greg Owens
Title: President	Title: Executive Director
Date: 1/23/2012	Date: 1/27/2012

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

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

Statement 15

ORGANIZATION:	**Community Youth Initiative Advisory Board, Inc. (the "Grantee")**
PROJECT:	**Turner Community Youth Development Initiative (the "Project")**
GRANT ID#:	**201200131**
APPROVED AMOUNT:	**For up to $30,000**
APPROVAL DATE:	**12/22/2011**
GRANT PERIOD:	**12/22/2011 - 12/22/2012**

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

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2011 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

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

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

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

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

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

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

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

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

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. In addition, any grant funds not used for the charitable purpose described in the grant agreement must be repaid to the Foundation.

Community Youth Initiative Advisory Board 201200131

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

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

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

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

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

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

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

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Community Youth Initiative Advisory Board, Inc.**
Signature: M. V. Finley	Signature: Ria Lenegar
By: Michael V. Finley	By: Ria Lenegar
Title: President	Title: Treasurer
Date: 1/23/2012	Date: 2-2-12

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

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

STATEMENT 15

ORGANIZATION:	**Community Action Agency of Southern New Mexico, Inc. (the "Grantee")**
PROJECT:	**Hot Springs High Renaissance Program (the "Project")**
GRANT ID#:	**201200144**
APPROVED AMOUNT:	**For up to $25,000**
APPROVAL DATE:	**12/22/2011**
GRANT PERIOD:	**12/22/2011 - 12/22/2012**

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

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/22/2011 Board Meeting, and all payments received by the Grantee may be expended only for charitable, scientific, literary or educational purposes within the meaning of Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). Any funds not so expended must be returned to the Foundation.

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

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

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

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

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

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

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

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

11. All Foundation grant funds received by your organization must be maintained in a separate fund dedicated to the charitable purposes described in this grant agreement. Such a separate fund may be either (1) a physically separate bank account restricted to the described charitable purposes, or (2) a separate bookkeeping account (limited to the described charitable purposes) maintained as part of your financial records. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. In addition, any grant funds not used for the charitable purpose described in the grant agreement must be repaid to the Foundation.

COMMUNITY ACTION AGENCY OF SOUTHERN NEW MEXICO, INC. 201200144

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

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

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

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

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

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

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

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Community Action Agency of Southern New Mexico, Inc.**
Signature: M V Finley	Signature: [illegible]
By: Michael V. Finley	By: Dawn Z. Hommer
Title: President	Title: CEO
Date: 1/23/2012	Date: 2/2/12

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

Statement 16

Turner Foundation, Inc.
Account QuickReport
January through December 2011

TURNER FOUNDATION, INC.
EIN 58-1924590
2011 GRANTS PAID

Name	Address	Amount
2041 Foundation, Inc	11045 Donner Pass Road Suite 2d Truckee, CA 96161	$ 1,000
Advocates For Youth	2000 M Street, NW Suite 750 Washington, DC 20036	45,000
African Wildlife Foundation	1400 16th Street NW Suite 120 Washington, DC 20036	75,000
Alaska Conservation Foundation	441 West 5th Ave, Ste 402 Anchorage, AK 99501	30,000
Alaska Wilderness League	122 C St NW Suite 240 Washington, DC 20001	35,000
Alder Volunteer Fire Department	PO Box 102 Alder, MT 59710	10,000
Alliance for Water Efficiency	300 W Adams Suite 601 Chicago, IL 60606	77,500
Alliance for Water Efficiency	300 W Adams Suite 601 Chicago, IL 60606	15,000
American Bird Conservancy	PO Box 249 The Plains, VA 20198	25,000
American Bird Conservancy	PO Box 249 The Plains, VA 20198	5,000
American Council for an Energy-Efficient	529 14th Street NW Suite 600	27,500
American Hotel & Lodging Educational Foundation	1201 New York Avenue Suite 600 Washington, DC 20005	180,000
American Jewish Committee	6 Piedmont Center Suite 510 Atlanta, GA 30305	1,000
American Lung Association	1150 18th St NW Suite 900 Washington, D C 20036	70,000
American Museum of the Moving Image	162 West 56th St Suite 405 New York, NY 10019	5,000
American Rivers, Inc	1101 14th St NW Suite 1400 Washington, DC 20005	50,000
American Rivers, Inc	1101 14th St NW Suite 1400 Washington, DC 20005	75,000
American Sail Training Association	29 Touro Street P O Box 1459 Newport, RI 02840	1,000
American Thoracic Society, Inc	1150 18th Street, NW Suite 300 Washington, DC 20036	50,000
American University	4400 Massachusetts Ave NW Washington, DC 20016-8033	3,000
American University	4400 Massachusetts Ave NW Washington, DC 20016-8033	5,000
America's Watershed Landkeeper	916 Joseph Lowery Boulevard Puritan Mill Suite 3 Atlanta, GA 30318	15,000
Amigos Bravos, Inc	PO Box 238 Taos, NM 87571	40,000
Anti-Defamation League	3490 Piedmont Road Suite 610 Atlanta, GA 30305	2,500
Anti-Defamation League	3490 Piedmont Road Suite 610 Atlanta, GA 30305	5,000
AOPA Foundation, Inc	421 Aviation Way Frederick, MD 21701	10,000
Apalachicola Bay & Riverkeeper, Inc	P O Box 8 Apalachicola, FL 32329	30,000
Aperture Foundation, Inc	547 West 27th Street 4th Floor New York, NY 10001	5,000
Aperture Foundation, Inc	547 West 27th Street 4th Floor New York, NY 10001	10,000
Associated Builders and Contractors, Inc	4250 N Fairfax Dr 9th Floor Arlington, VA 22203-1607	90,000
Atlanta Ballet, Inc	1695 Marietta Blvd , NW Atlanta, GA 30318	1,500
Atlanta Ballet, Inc	1695 Marietta Blvd , NW Atlanta, GA 30318	2,500
Atlanta Ballet, Inc	1695 Marietta Blvd , NW Atlanta, GA 30318	500
Atlanta Ballet, Inc	1695 Marietta Blvd , NW Atlanta, GA 30318	1,300
Atlanta Ballet, Inc	1695 Marietta Blvd , NW Atlanta, GA 30318	1,500
Atlanta Ballet, Inc	1695 Marietta Blvd , NW Atlanta, GA 30318	2,500
Atlanta Education Fund, Inc	250 Williams St Suite 2115 Atlanta, GA 30303	2,500
Atlanta Historical Society, Inc	130 West Paces Ferry Rd Atlanta, GA 30305	2,000
Atlanta International School, Inc	2890 North Fulton Dr Atlanta, GA 30305	5,000
Atlanta Ronald McDonald House Charities	795 Gatewood Rd NE Atlanta, GA 30329	500
Beaufort County Open Land Trust, Inc	P O Box 75 Beaufort, SC 29901	15,000
Better World Fund	1800 Massachusetts Ave NW Suite 400 Washington, DC 20036	250,000
Better World Fund	1800 Massachusetts Ave NW Suite 400 Washington, DC 20036	237,929
Better World Fund	1800 Massachusetts Ave NW Suite 400 Washington, DC 20036	25,000
Big Sur Learning Project	P O Box 138 Big Sur, CA 93920	8,000
Bnai Brith Youth Organization, Inc	2020 K Street, NW 7th Floor Washington, DC 20006	2,500
Boy Scouts of America	1025 Sam Rittenberg Blvd Charleston, SC 29407	500
Boy Scouts of America	1025 Sam Rittenberg Blvd Charleston, SC 29407	5,000
Boys & Girls Clubs of America	1275 Peachtree Street NE Atlanta, GA 30309	5,000
Boys & Girls Clubs of Lowcountry, Inc	17 B Marshellen Dr Beaufort, SC 29902	30,000
Boys and Girls Club of Sierra County	PO Box 3262 Truth or Consequences, NM 87901	40,000
Bozeman Public Library Foundation Inc	626 E Main Street Bozeman, MT 59715	500
Bozeman Youth Initiative	19 North 10th St Suite 6 Bozeman, MT 59715	60,000
Breast Cancer Fund	1388 Sutter Street, Suite 400 San Francisco, CA 94109	2,500
Broadwater County Social Services Com	201 N Spruce Street Townsend, MT 59644	10,000
Brown University	110 Elm Street Providence, RI 02912	5,000
Business Executives for National Security	1030 15th Street, NW, Washington, DC 20005	10,000

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Canadian Parks & Wilderness Society	410-698 Seymour St Vancouver, BC	50,000
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	200,000
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	1,200
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	22,500
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000
Carmel Unified School District	P O Box 222700 Big Sur, CA 93922	12,000
Cashiers Historical Society, Inc	PO Box 104 Cashiers, NC 28717-0104	400
Catholic Social Services	918 5th Street Rapid City, SD 57701	25,000
Center for Biological Diversity	PO Box 710 Tucson, Arizona 85702	75,000
Center For Health, Environment & Justice	PO Box 6806 Falls Church, VA 22040	50,000
Ceres, Inc	99 Chauncy St Boston, MA 02111-1703	70,000
Charleston Waterkeeper	P O Box 29 Charleston, SC 29402	30,000
Chattahoochee Nature Center, Inc	9135 Willeo Road Roswell, GA 30075	10,000
Chattahoochee Nature Center, Inc	9135 Willeo Road Roswell, GA 30075	1,000
Chayil, Inc	3645 Marketplace Blvd Suite 130-218 East Point, GA 30344	1,000
Childkind, Inc	3107 Clairmont Rd Suite A Atlanta, GA 30329	1,000
Children's Healthcare of Atlanta Foundation	1687 Tullie Circle NE Atlanta, GA 30329	2,000
Children's Healthcare of Atlanta Foundation	1687 Tullie Circle NE Atlanta, GA 30329	2,000
Children's Tumor Foundation	268 Summer Street, LL Boston, MA 02210	500
Cimarron Public Schools	125 N Collison Avenue Cimarron, NM 87714	15,000
Circle of Friends Celebrating Life, Inc	401 Westpark Court Suite 200 Peachtree City, GA 30269	5,000
Coalition to Abolish Slavery/Trafficking	5042 Wilshire Boulevard, Suite 586 Los Angeles, CA 90036	20,000
Common Cause Education Fund	1133 19th Avenue NW 9th Floor Washington, DC 20036	5,000
Community Action Agency of Southern New Mexico	3880 Foothills Road, Suite A Las Cruces, NM 88011	25,000
Community Youth Initiative Advisory Board	PO Box 228 Dillon, MT 59725	30,000
Conservation Fund	4500 Hugh Howell Rd, Ste 470 Tucker, GA 30084	75,000
Coral Restoration Foundation, Inc	112 Garden Street Tavernier, FL 33070	5,000
Council For Quality Growth, Inc	6500 Sugarloaf Parkway Suite 220 Duluth, GA 30097	5,000
Crazy Horse Memorial	12151 Avenue of the Chiefs Crazy Horse, SD 57730-8900	2,000
Custer State Park	13389 US Highway 16A Custer, SD 57730	15,000
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	75,000
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	2,000
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	1,000
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	1,000
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	1,000
DeKalb County Public School System	6610 Browns Mill Road Lithonia, GA 30038-4215	10,000
Delaware Community Foundation	PO Box 1636 Wilmington, DE 19899-1636	1,000
Delta Waterfowl Foundation	P O Box 3128 Bismarck, ND 58502-3128	5,000
Dian Fossey Gorilla Fund	800 Cherokee Ave SE Atlanta, GA 30315	254,000
Ducks Unlimited	6753 Thomasville Rd Tallahassee, FL 32312	2,100
Ducks Unlimited	2525 River Road Bismarck, ND 58503	60,000
Dukes Foundation Corporation	279 Saddleview Trail Riverdale, GA 30274	5,000
Earth Island Institute, Inc	2150 Allston Way Suite 460 Berkeley, CA 94704	2,500
Earth Island Institute, Inc	2150 Allston Way Suite 460 Berkeley, CA 94704	20,000
Earth Policy Institute	1350 Connecticut Ave NW, Ste 403 Washington, DC 20036	100,000
Earth Restoration Alliance	481 Humboldt Street Denver, CO 80218	15,000
Earth Restoration Alliance	481 Humboldt Street Denver, CO 80218	20,000
Earth Share of Georgia	1447 Peachtree St, Suite 214 Atlanta, GA 30309	10,000
Earth Share of Georgia	1447 Peachtree St, Suite 214 Atlanta, GA 30309	1,000
Earth Share of Georgia	1447 Peachtree St, Suite 214 Atlanta, GA 30309	2,000
Earthjustice	426 17th Street, 6th Floor Oakland, CA 94612-2820	40,000
Earthworks	1612 K St NW, Suite 808 Washington, DC 20006	50,000
Eating Disorders Information Network	2964 Peachtree Road NW Suite 324 Atlanta, GA 30305	250
Emory University	1440 Clifton Road, #170 Atlanta, GA 30322	1,500
Emory University	1440 Clifton Road, #170 Atlanta, GA 30322	2,500
Emory University	1762 Clifton Rd Mailstop 0970-001-8-AA	1,500
Emory University School of Law	1301 Clifton Rd Atlanta, GA 30322	40,000
Environment News Trust	256 Wagon Train Drive Antonito, CO 81120	100,000
Environment News Trust	256 Wagon Train Drive Antonito, CO 81120	15,000

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Environmental Defense Fund, Inc	257 Park Ave South 16th Floor New York, NY 10010	75,000
Environmental Education Alliance	P O Box 170458 Atlanta, GA 30317	3,000
Environmental Health Fund, Inc	41 Oakview Terrace Jamaica Plain, MA 02130	100,000
Environmental Media Association, Inc	5979 W 3rd St Suite 204 Los Angeles, CA 90036	10,000
Environmental Working Group	1436 U Street NW Suite 100 Washington, DC 20009	85,000
Environmental Working Group	1436 U Street NW Suite 100 Washington, DC 20009	250
Eyak Preservation Council	PO Box 460 Cordova, AK 99574	10,000
Farm Aid, Inc	501 Cambridge Street 3rd Floor Cambridge, MA 02141	25,000
Feminist Women's Health Center, Inc	1924 Cliff Valley Way Atlanta, GA 30329	25,000
Feminist Women's Health Center, Inc	1924 Cliff Valley Way Atlanta, GA 30329	250
FIRST	200 Bedford Street Manchester, NH 03101	5,000
Five Valleys Land Trust, Inc	PO Box 8953 Missoula, MT 59807	20,000
Five Valleys Land Trust, Inc	PO Box 8953 Missoula, MT 59807	15,000
Flathead Land Trust	PO Box 1913 Kalispell, MT 59903	15,000
Flint Riverkeeper, Inc	PO Box 468 Albany, GA 31702	40,000
Foundation for Public Broadcasting in GA	260 14th St, NW Atlanta, GA 30318	25,000
French American School of New York, Inc	525 Fenimore Road Mamaroneck, NY 10543	250
Gallatin Gateway Youth Group	PO Box 307 Gallatin Gateway, MT 59730	34,000
Gallatin Valley Land Trust	PO Box 7021 Bozeman, MT 59771	15,000
G-CAPP	1450 W Peachtree St , NW Suite 200	225,000
G-CAPP	1450 W Peachtree St , NW Suite 200	1,500
George West Mental Health Foundation	1961 North Druid Hills Rd Atlanta, GA 30329	1,500
Georgia Aquarium, Inc	225 Baker St Atlanta, GA 30313	750
Georgia Conservancy, Inc	817 West Peachtree St Suite 200 Atlanta, GA 30308	45,000
Georgia Conservancy, Inc	817 West Peachtree St Suite 200 Atlanta, GA 30308	3,000
Georgia Conservancy, Inc	817 West Peachtree St Suite 200 Atlanta, GA 30308	10,000
Georgia Conservation Voters Education Fund	175 Trinity Avenue SW Atlanta, GA 30303	1,000
Georgia Conservation Voters Education Fund	175 Trinity Avenue SW Atlanta, GA 30303	500
Georgia ForestWatch, Inc	15 Tower Road Ellijay, GA 30540	20,000
Georgia Historical Society	501 Whitaker Street Savannah, GA 31401	2,500
Georgia Interfaith Power & Light, Inc	PO Box 286 Decatur, GA 30031	2,800
Georgia Interfaith Power & Light, Inc	PO Box 286 Decatur, GA 30031	2,000
Georgia Organics, Inc	200-A Ottley Drive Atlanta, GA 30324	20,000
Georgia Organics, Inc	200-A Ottley Drive Atlanta, GA 30324	600
Georgia Recycling Coalition, Inc	PO Box 550667 Atlanta, GA 30355	40,000
Georgia Recycling Coalition, Inc	PO Box 550667 Atlanta, GA 30355	2,000
Georgia Recycling Coalition, Inc	PO Box 550667 Atlanta, GA 30355	500
Georgia River Network, Inc	126 S Milledge Ave Suite E3 Athens, GA 30605	80,000
Georgia Solar Energy Association, Inc	P O Box 724353 Atlanta, GA 31139	25,000
Georgia Solar Energy Association, Inc	P O Box 724353 Atlanta, GA 31139	10,000
Georgia Wand Education Fund, Inc	250 Georgia Avenue, Suite 202 Atlanta, GA 30312	1,000
Georgia Wildlife Federation	11600 Hazelbrand Rd Covington, GA 30014	30,000
Global Green USA	2218 Main Street 2nd Floor Santa Monica, CA 90405	50,000
Global Green USA	2218 Main Street 2nd Floor Santa Monica, CA 90405	100,000
Global Green USA	2218 Main Street 2nd Floor Santa Monica, CA 90405	10,000
Global Security Institute	One Belmont Avenue Suite 400 Bala Cynwyd, PA 19004	10,000
Gorilla Foundation	17820 Skyline Blvd Woodside, CA 94062	100,000
Great Lakes United	4380 Main St , Amherst, NY 14226	80,000
Greater Yellowstone Coalition, Inc.	P O Box 1874 Bozeman, MT 59771	65,000
Greater Yellowstone Coalition, Inc	P O Box 1874 Bozeman, MT 59771	100,000
Greater Yellowstone Coalition, Inc	P O Box 1874 Bozeman, MT 59771	1,000
Greening Youth Foundation, Inc	427 Moreland Avenue Atlanta, GA 30307	250
GreenLaw, Inc	104 Marietta St NW Suite 430 Atlanta, GA 30303	50,000
GreenLaw, Inc	104 Marietta St NW Suite 430 Atlanta, GA 30303	500
GreenLaw, Inc	104 Marietta St NW Suite 430 Atlanta, GA 30303	500
GreenLaw, Inc	104 Marietta St NW Suite 430 Atlanta, GA 30303	1,000
Greenplate	1040 Williams Mill Road Atlanta, GA 30306	600
Hardtner Community Foundation	PO Box 8 Hardtner, KS 67057	15,000
Harrison Schools	PO Box 7 Harrison, MT 59735	10,000
Headley-Whitney Museum, Inc	4435 Old Frankfort Pike Lexington, KY 40510	2,500
Healthy Child Healthy World, Inc	12300 Wilshire Blvd Suite 320 Los Angeles, CA 90025	10,000
Helena Education Foundation	PO Box 792 Helena, MT 59624	30,000

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Help Argentina	712 5th Avenue 8th Floor New York, NY 10019	5,000
High Hope Steeplechase Association, Inc	4089 Iron Works Pkwy Lexington, KY 40511	2,000
Hooker County Community Foundation, Inc	PO Box 112 Mullen, NE 69152	16,000
Horatio Alger Association	99 Canal Center Plaza, Ste 320 Alexandria, VA 22314	1,000
Human Resource Development Council	32 South Tracy Bozeman, MT 59715	10,000
Institute for GA Environmental Leadership	PO Box 363 Camilla, GA 31730	1,500
International Crane Foundation, Inc	E 11376 Shady Lane Rd Baraboo, WI 53913	25,000
International Crane Foundation, Inc	E 11376 Shady Lane Rd Baraboo, WI 53913	30,000
International Crane Foundation, Inc.	E 11376 Shady Lane Rd Baraboo, WI 53913	2,000
International Crane Foundation, Inc	E 11376 Shady Lane Rd Baraboo, WI 53913	20,000
International Crane Foundation, Inc	E 11376 Shady Lane Rd Baraboo, WI 53913	2,500
International Rescue Committee, Inc	122 East 42nd St New York, NY 10168	1,000
International Wildlife Film Festival	718 S Higgins Ave Missoula, MT 59801	5,000
Jackson County Library Foundation	205 S Central Avenue Medford, OR 97501	500
Jacksonboro Community Center	PO Box 313 Jacksonboro, SC 29452	12,000
Jefferson County Board of Commissioners	275 N Mulberry St Monticello, FL 32344	2,500
Jefferson County Board of Commissioners	275 N Mulberry St Monticello, FL 32344	500
Jefferson County Youth Council	PO Box 346 Monticello, FL 32344	40,000
Jekyll Island Foundation	381 Riverview Dr Jekyll Island, GA 31527	3,000
Juvenile Diabetes Research Foundation	3525 Piedmont Rd , Suite 300, Atlanta, GA 30303	1,000
Juvenile Diabetes Research Foundation	3525 Piedmont Rd , Suite 300, Atlanta, GA 30303	1,000
Kearney Area Community Foundation	PO Box 607 Kearney, NE 98848	16,000
Kentucky Horse Park Foundation, Inc	4089 Iron Works Parkway Lexington, KY 40511	2,000
Kentucky Horse Park Foundation, Inc	4089 Iron Works Parkway Lexington, KY 40511	5,000
Kentucky Horse Park Foundation, Inc	4089 Iron Works Parkway Lexington, KY 40511	5,000
L S B Leakey Foundation	1003B O'Reilly Avenue San Francisco, CA 94158	2,000
Land Trust Alliance, Inc	1660 L Street Suite 1100 Washington, DC 20036	80,000
Larry King Cardiac Foundation	15720 Crabbs Branch Way Suite D Rockville, MD 20855	500
Latin American Association, Inc	2750 Buford Hwy Atlanta, GA 30324	1,500
League of Conservation Voters Education Fund	1920 L Street NW, Ste 800 Washington, DC 20036	300,000
League of Conservation Voters Education Fund	1920 L Street NW, Ste 800 Washington, DC 20036	2,500
Leon High School	550 E Tennessee St Tallahassee, FL 32308	500
Lexington Cancer Foundation, Inc	1504 College Way Lexington, KY 40502	10,000
Lexington Public Library Foundation, Inc	140 East Main St Lexington, KY 40507	500
Lexington School, Inc	1050 Lane Allen Road Lexington, KY 40504	2,630
Lookout Mountain Conservancy	PO Box 76 Lookout Mountain, TN 37350	1,000
Lovett School	4075 Paces Ferry Road NW Atlanta, GA 30327	1,500
Lovett School	4075 Paces Ferry Road NW Atlanta, GA 30327	2,500
Lowcountry Open Land Trust, Inc	485 East Bay St Charleston, SC 29403	20,000
Malpai Borderlands Group, Inc	PO Box 3536 Douglas, AZ 85608	20,000
Marine Conservation Biology Institute	2122 112th Avenue, NE Suite B-300 Bellevue, WA 98004	30,000
Men Stopping Violence, Inc	2785 Lawrenceville Hwy. Suite 112 Decatur, GA 30033	750
Men Stopping Violence, Inc	2785 Lawrenceville Hwy Suite 112 Decatur, GA 30033	10,000
Mike Glenn Foundation	PO Box 390313 Snellville, GA 30039	2,000
Montana Land Reliance	PO Box 355 Helena, MT 59624	15,000
Monterey Bay Aquarium	886 Cannery Row Monterey, CA 93940-1023	5,000
Mount Sinai School of Medicine of NYU	One Gustave L Levy Place Box 1049 New York, NY 10029	2,500
Mountain Conservation Trust	104 North Main St, Ste B3 Jasper, GA 30143	15,000
Mule Deer Foundation	1939 South 4130 West, Suite H Salt Lake City, UT 84104	10,000
Museum of Design Atlanta, Inc	1315 Peachtree Street Atlanta, GA 30309	500
Museum of Television and Radio	25 West 52 Street New York, NY 10019	1,000
National Audubon Society	441 West Fifth Ave, Suite 300, Anchorage, AK 99501	35,000
National Audubon Society	1150 Connecticut Ave, Ste 600 Washington, DC 20036	25,000
National Audubon Society	P O Box 9314 Santa Fe, NM 87504	60,000
National Black Arts Festival, Inc	730 Peachtree St NE, Suite 500 Atlanta, GA 30308	1,500
National Campaign to Prevent Teen Pregnan	1776 Massachusetts Ave NW, Ste 200 Washington, DC 20036	40,000
National Center for Learning Disabilities	381 Park Avenue South Suite 1401 New York, NY 10016	1,000
National Fish and Wildlife Foundation	1133 15th St NW Suite 1100 Washington, DC 20005	15,000
National Fish and Wildlife Foundation	1133 15th St NW Suite 1100 Washington, DC 20005	10,000
National Foundation March of Dimes	1776 Peachtree Street Suite 100 Atlanta, GA 30309	1,500
National Parks Conservation Association	1300 19th St, NW Suite 300 Washington, DC 20036	40,000
National Restaurant Association	1200 17th Street, NW Washington, DC 20036	180,000

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National Wild Turkey Federation	PO Box 530 Edgefield, SC 29824	10,000
National Wild Turkey Federation	PO Box 530 Edgefield, SC 29824	5,000
National Wild Turkey Federation	PO Box 530 Edgefield, SC 29824	10,000
National Wildlife Federation	901 E Street NW Suite 400 Washington, DC 20004	40,000
National Wildlife Federation	240 North Higgins, Suite 2 Missoula, MT 59802	75,000
National Women's Law Center	11 Dupont Circle, NW Suite 800 Washington, DC 20036	60,000
Nat'l Assc of Clean Water Agencies	1816 Jefferson Place, NW Washington, DC 20008	50,000
Nat'l Assc of State Conservation Agencies	3903 Cook St Alexandria, VA 22311	60,000
Nature Conservancy	1330 West Peachtree St, Suite 410 Atlanta, GA 30309	60,000
Nature Conservancy	32 South Ewing St Helena, MT 59601	50,000
Nature Conservancy	2231 Devine St Suite 101 Columbia, SC 29205	35,000
New Leash on Life	PO Box 550049 Atlanta, GA 30355	500
New Mexico Environmental Law Center	1405 Luisa St, Ste 5 Sante Fe, NM 87505	50,000
New Mexico Institute of Mining and Techno	801 Leroy Place Socorro, NM 87801	30,000
New Mexico Land Conservancy	PO Box 6759 Santa Fe, NM 87502-6759	20,000
Nuclear Age Peace Foundation	1187 Coast Village Road Suite 1 Santa Barbara, CA 93108	2,000
Nuclear Age Peace Foundation	1187 Coast Village Road Suite 1 Santa Barbara, CA 93108	2,000
Oglethorpe University, Inc	4484 Peachtree Rd Atlanta, GA 30319	5,000
Park Pride Atlanta, Inc	233 Peachtree Street Suite 1600 Atlanta, GA 30303	60,000
Partnership Project, Inc	1615 M Street NW Washington, DC 20036	150,000
PATH Foundation, Inc	1601 West Peachtreet Street Atlanta, GA 30309	1,000
PAX, Inc	100 Wall St 2nd Floor New York, NY 10005	1,000
Peregrine Fund, Inc	5668 West Flying Hawk Lane Boise, ID 83709	35,000
Piedmont Hospital, Inc	1968 Peachtree Rd NW Atlanta, GA 30309	1,500
Planned Parenthood of New Mexico, Inc	719 San Mateo, NE Albuquerque, NM 87108	35,000
Planned Parenthood Southeast	75 Piedmont Ave., NE Suite 800 Atlanta, GA 30303	50,000
Planned Parenthood Southeast	75 Piedmont Ave , NE Suite 800 Atlanta, GA 30303	500
Points of Light Foundation	600 Means Street Suite 210 Atlanta, GA 30318	10,000
Prickly Pear Land Trust	PO Box 892 Helena, MT 59624	15,000
Project Open Hand	176 Ottley Drive Atlanta, GA 30324	500
Providence Missionary Baptist Church	2295 Benjamin E Mays Drive SW Atlanta, GA 30311	2,500
Providence Missionary Baptist Church	2295 Benjamin E Mays Drive SW Atlanta, GA 30311	5,000
Rabun Gap-Nacoochee School	339 Nacoochee Dr Rabun Gap, GA 30568	5,000
Raton Recreation & Education Council	PO Box 1444 Raton, NM 87740	40,000
Regeneration Project	220 Montgomery St Suite 450 San Francisco, CA 94104	1,000
Renewable Northwest Project	917 SW Oak St Suite 303 Portland, OR 97205	50,000
Resource Foundation	237 West 35th Street, Suite 1203 New York, NY 10001	25,000
Rhode Island School of Design	2 College Street Providence, RI 02903	5,000
River Network	520 SW 6th Ave Suite 1130 Portland, OR 97204-1511	40,000
Robert W Woodruff Arts Center, Inc	1280 Peachtree St, NE Atlanta, GA 30309	1,500
Robert W Woodruff Arts Center, Inc	1280 Peachtree St, NE Atlanta, GA 30309	10,000
Robert W Woodruff Arts Center, Inc	1280 Peachtree St, NE Atlanta, GA 30309	10,000
Sandhills Area Foundation, Inc	PO Box 444 Valentine, NE 69201	16,000
SAVING AMERICAS MUSTANGS	2683 Via De La Valle, STE G-313 Del Mar, CA 92014	10,000
South Carolina Coastal Conservation League, Inc	PO Box 1765 Charleston, SC 29402-1765	30,000
South Carolina Coastal Conservation League, Inc	PO Box 1765 Charleston, SC 29402-1765	30,000
SCLC Womens Org Movement for Equality Now	328 Auburn Ave NE Atlanta, GA 30303	2,500
Service Over Self	PO Box 1057 Georgetown, SC 29442	30,000
Shakertown At Pleasant Hill KY, Inc	3501 Lexington Road Harrodsburg, Kentucky 40330	2,500
Share Our Strength, Inc	3909 Green Forest Pkwy Smyrna, GA 30082	1,250
Sheridan Public School District #5	PO Box 586 Sheridan, MT 59749	10,000
Sitka Conservation Society	PO Box 6533 Sitka, AK 99835	25,000
Sky Island Alliance	300 E University Blvd Suite 270 Tucson, Arizona 85705	40,000
Snook Foundation, Inc	5224 West State Road 46 #102 Sanford, FL 32771	15,000
Society of Environmental Journalists	PO Box 2492 Jenkintown, PA 19046	30,000
Soque River Watershed Association, Inc	PO Box 1901 Clarkesville, GA 30523	30,000
South Carolina Maritime Heritage Foundation	480 East Bay St Suite F Charleston, SC 29403	50,000
South Carolina Maritime Heritage Foundation	480 East Bay St Suite F Charleston, SC 29403	30,000
South Carolina Maritime Heritage Foundation	480 East Bay St Suite F Charleston, SC 29403	40,000
South Carolina Maritime Heritage Foundation	480 East Bay St Suite F Charleston, SC 29403	20,000
South Carolina Maritime Heritage Foundation	480 East Bay St Suite F Charleston, SC 29403	30,000
South Carolina Maritime Heritage Foundation	480 East Bay St Suite F Charleston, SC 29403	20,000

South Carolina Maritime Heritage Foundation	480 East Bay St Suite F Charleston, SC 29403	50,000
South Carolina Maritime Heritage Foundation	480 East Bay St Suite F Charleston, SC 29403	25,000
South Carolina Wildlife Federation	215 Pickens St Columbia, SC 29205	25,000
South Central Community Foundation	PO Box 8624 Pratt, KS 67124	15,000
South Dakota Community Foundation	PO Box 296 Pierre, SD 57501	70,000
South Dakota Community Foundation	PO Box 296 Pierre, SD 57501	7,500
Southeast Alaska Conservation Council	419 Sixth St #200 Juneau, AK 99801	25,000
Southeast Energy Efficiency Alliance	PO Box 13909 Atlanta, GA 30324	40,000
Southern Alliance for Clean Energy	PO Box 1842 Knoxville, TN 37901	75,000
Southern Environmental Law Center, Inc	127 Peachtree St, Ste 605 Atlanta, GA 30303	150,000
Southface Energy Institute, Inc	241 Pine St Atlanta, GA 30308	100,000
Southface Energy Institute, Inc	241 Pine St Atlanta, GA 30308	2,500
Sportfishing Conservancy	200 Nieto Avenue Suite 207 Long Beach, CA 90803	15,000
St Mary's College of MD Foundation, Inc	18952 E Fisher Rd St Mary's City, MD 20686	5,000
Starkey Hearing Foundation	6700 Washington Avenue S Eden Prairie, MN 55344	25,000
Susan G Komen Foundation, Inc	3500 Peachtree Rd Suite A-3 Atlanta, GA 30326	1,500
Tall Timbers Research, Inc	13093 Henry Beadel Drive Tallahassee, FL 32312	45,000
Tall Timbers Research, Inc	13093 Henry Beadel Drive Tallahassee, FL 32312	4,000
Teach For America, Inc	315 West 36th Street, 8th Floor New York, NY 10018	2,000
Texas A&M Foundation	401 George Bush Drive College Station, TX 77840	75,000
The Bhutan Foundation	2100 Pennsylvania Avenue, NW Washington, DC 20037	1,000
The Cable Center	2000 Buchtel BLVD Denver, CO 802110	11,000
Theodore Roosevelt Conservation Pship	555 11th St NW, 6th Floor Washington, DC 20004	280,000
Theodore Roosevelt Conservation Pship	555 11th St NW, 6th Floor Washington, DC 20004	1,000
Thomasville Antiques Show Foundation, Inc	P O Box 1633 Thomasville, GA 31799	2,000
THRIVE	PO Box 4325 Bozeman, MT 59772	5,000
Town of Lima	PO Box 184 Lima, MT 59739	10,000
Trout Unlimited	419 Sixth Street Suite 200 Juneau, AK 99801	80,000
Trout Unlimited	1300 North 17th Street Suite 500 Arlington, VA 22209	60,000
Trust for Public Land	306 N Monroe St Tallahassee, FL 32301	45,000
Trust for Public Land	111 South Grand Ave, Ste 204 Bozeman, MT 59715	75,000
Turner Endangered Species Fund, Inc	1123 Research Dr Bozeman, MT 59718	509,250
UCLA Foundation	16-080 CHS, Box 951772 Los Angeles, CA 90095-1772	1,000
United Negro College Fund, Inc	229 Peachtree Street Suite 2350 Atlanta, GA 30303	5,000
United Way of Metro Atlanta	100 Edgewood Ave Atlanta, GA 30303	10,000
United Way of the Big Bend, Inc	307 East Seventh Avenue Tallahassee, FL 32303	3,000
University of Denver	2199 South University Boulevard Denver, CO 80208	3,000
University Of Georgia	140 East Green Street Athens, GA 30602	5,000
University of Spiritual Awakening, Inc	P O Box 839 Ellijay, GA 30540	5,000
Upper Canada Educational Foundation	200 Lonsdale Rd Toronto, Ontario Canada, M4V 1W6	5,000
Upper Chattahoochee Riverkeeper	3 Puritan Mill 916 Joseph Lowery Blvd Atlanta, GA 30318	275,000
Upper Chattahoochee Riverkeeper	3 Puritan Mill 916 Joseph Lowery Blvd Atlanta, GA 30318	1,000
Upper Chattahoochee Riverkeeper	3 Puritan Mill 916 Joseph Lowery Blvd Atlanta, GA 30318	2,000
US Green Building Council, Inc	2101 L Street NW Suite 500 Washington, DC 20037	80,000
US Green Building Council, Inc	P O Box 54677 Atlanta, GA 30308	50,000
Usher's New Look	3700 Crestwood Pkwy Suite 460 Duluth, GA 30096	5,000
V-Day	303 Park Ave South Suite 1184 New York, NY 10010	25,000
Waterkeeper Alliance, Inc	50 S Buckhout Street Suite 302 Irvington, NY 10533	60,000
Western Environmental Law Center	1216 Lincoln St Eugene, OR 97401	50,000
Wild Canid Survival & Research Center	P O Box 760 Eureka, MO 63025	5,000
Wild Salmon Center	721 NW Ninth Ave Suite 300 Portland, OR 97209	100,000
Wildlife Conservation Society	2300 Southern Blvd Bronx, NY 10460	25,000
Wildlife Conservation Society	2300 Southern Blvd Bronx, NY 10460	42,048
Wildlife Conservation Society,	301 North Willson Ave Bozeman, MT 59715	60,000
Wildlife Foundation of Florida, Inc	P O Box 11010 Tallahassee, FL 32302	70,000
Wildlife Foundation of Florida, Inc.	P O Box 11010 Tallahassee, FL 32302	2,500
Wildlife Foundation of Florida, Inc	P.O Box 11010 Tallahassee, FL 32302	1,000
Winter Wildlands Alliance, Inc.	910 Main Street Suite 235 Boise, ID 83702	135,000
WNET ORG	825 Eighth Avenue, 14th Floor New York, NY 10019	1,000
Women's Action For New Directions Education Fund	691 Massachusetts Avenue Arlington, MA 02476	500
World Piano Competition, Inc	441 Vine St Suite 1030 Cincinnati, OH 45202	1,000
Xerces Society, Inc	4828 SE Hawthorne Boulevard Portland, OR 97215	60,000

Turner Foundation, Inc.
Account QuickReport
January through December 2011

Yale University	PO Box 208242, 180 York Street, New Haven, CT 06520	12,000
Young Life	P O Box 724731 Atlanta, GA 31139	2,600
YWCA of Greater Atlanta	957 North Highland Ave NE Atlanta, GA 30306	1,000
	TOTAL	$ 10,674,957

Statement 17

TURNER FOUNDATION, INC
EIN 58-1924590
2011 GRANTS PAYABLE AS OF 12/31/2011

Grantee Name	Amount	Schedule Date	Request Date	Term	Request ID
African Wildlife Foundation	$ 50,000	2/9/2012	12/22/2011	12	201200122
Alder Volunteer Fire Department	10,000	2/9/2012	12/22/2011	12	201200133
America Lung Association	60,000	2/9/2012	12/22/2011	12	201200108
American Rivers	50,000	2/9/2012	12/22/2011	12	201200102
Associated Builders and Contractors	50,000	2/9/2012	12/22/2011	12	201200118
Better World Fund	500,000	2/9/2012	12/22/2011	12	201200186
Better World Fund	500,000	2/9/2012	12/22/2011	12	201200109
Boys & Girls Clubs of Lowcountry, Inc	34,000	2/9/2012	12/22/2011	12	201200143
Boys and Girls Club of Sierra County	15,000	2/9/2012	12/22/2011	12	201200185
Bozeman Youth Initiative	60,000	2/9/2012	12/22/2011	12	201200128
Broadwater County Social Services Com	10,000	2/9/2012	12/22/2011	12	201200128
Canadian Parks and Wilderness Society - BC	25,000	2/9/2012	12/22/2011	12	201200156
Carmel Unified School District	12,000	2/9/2012	12/22/2011	12	201200146
Center for Biological Diversity	30,000	2/9/2012	12/22/2011	12	201200136
Ceres, Inc	60,000	2/9/2012	12/22/2011	12	201200101
Cimarron Public Schools	15,000	2/9/2012	12/22/2011	12	201200170
Community Action Agency of Southern NM	25,000	2/9/2012	12/22/2011	12	201200144
Community Youth Initiative Advisory Board	30,000	2/9/2012	12/22/2011	12	201200131
Earthjustice	40,000	2/9/2012	12/22/2011	12	201200103
Gallatin Gateway Youth Group	34,000	2/9/2012	12/22/2011	12	201200167
Georgia Solar Energy Association, Inc	25,000	2/29/2012	8/30/2011	12	201100346
Global Green USA	50,000	2/9/2012	12/22/2011	12	201200134
Greater Yellowston Coalition	65,000	2/9/2012	12/22/2011	12	201200123
Hardtner Community Foundation	15,000	2/9/2012	12/22/2011	12	201200141
Harrison Schools	10,000	2/9/2012	12/22/2011	12	201200152
Helena Education Foundation	30,000	2/9/2012	12/22/2011	12	201200168
Hooker County Community Foundation, Inc	16,000	2/9/2012	12/22/2011	12	201200169
Jacksonboro Community Center	12,000	2/9/2012	12/22/2011	12	201200132
Jefferson County Youth Council	40,000	2/9/2012	12/22/2011	12	201200142
Kearney Area Community Foundation	16,000	2/9/2012	12/22/2011	12	201200150
Klamath Basin Rangeland Trust	30,000	2/9/2012	12/22/2011	12	201200104
Ms Foundation For Women, Inc	40,000	2/9/2012	12/22/2011	12	201200117
National Audubon Society, Inc	25,000	2/9/2012	12/22/2011	12	201200140
National Audubon Society, Inc	60,000	2/9/2012	12/22/2011	12	201200111
National Parks Conservation Assoc	50,000	2/9/2012	12/22/2011	12	201200100
National Restaurant Association	170,000	2/9/2012	12/22/2011	12	201200157
New Mexico Institute of Mining and Technology	30,000	2/9/2012	12/22/2011	12	201200171
Park Pride	60,000	2/9/2012	12/22/2011	12	201200105
Raton Recreation & Education Council	40,000	2/9/2012	12/22/2011	12	201200147
Sandhills Area Foundation, Inc	16,000	2/9/2012	12/22/2011	12	201200151
Service Over Self	30,000	2/9/2012	12/22/2011	12	201200148
Sheridan Public School District #5	10,000	2/9/2012	12/22/2011	12	201200129
Sitka Conservation Society	25,000	2/9/2012	12/22/2011	12	201200139
South Central Community Foundation	15,000	2/9/2012	12/22/2011	12	201200145
South Dakota Community Foundation	50,000	2/9/2012	12/22/2011	12	201200149
South Dakota Community Foundation	10,000	2/9/2012	12/22/2011	12	201200175
Southeast Alaska Conservation Council	25,000	2/9/2012	12/22/2011	12	201200112
Southern Environmental Law Center	140,000	2/9/2012	12/22/2011	12	201200106
The Nature Conservancy - Alaska Chapter	25,000	2/9/2012	12/22/2011	12	201200135
The Nature Conservancy - Montana Chapter	50,000	2/9/2012	12/22/2011	12	201200125
The Nature Conservancy - South Carolina Chapter	35,000	2/9/2012	12/22/2011	12	201200119
Theodore Roosevelt Conservation Partnership, Inc	250,000	2/9/2012	12/22/2011	12	201200107
Town of Lima	10,000	2/9/2012	12/22/2011	12	201200130
Trout Unlimited	60,000	2/9/2012	12/22/2011	12	201200114
Trust for Public Land	75,000	2/9/2012	12/22/2011	24	201200120
Trust for Public Land	75,000	2/9/2013	12/22/2011	24	201200120
Turner Endangered Species Fund, Inc	509,250	2/9/2012	12/22/2011	12	201200158
Unified School District	15,000	2/28/2012	8/30/2011	12	201100421
Unified School District	15,000	2/9/2012	12/22/2011	12	201200172
University of Georgia Research Foundation	30,000	2/9/2012	12/22/2011	36	201200174
University of Georgia Research Foundation	30,000	2/9/2013	12/22/2011	36	201200174
University of Georgia Research Foundation	30,000	2/9/2014	12/22/2011	36	201200174
Upper Chattahoochee Riverkeeper	265,000	2/9/2012	12/22/2011	12	201200113
Wildlife Conservation Society	39,712	1/1/2012	12/22/2006	60	200700016
Winter Wildlands Alliance, Inc	100,000	2/9/2012	12/22/2011	12	201200121
TOTAL	$4,328,962				

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

Enter the Return code for the return that this application is for (file a separate application for each return) . . . 04

Application Is For	Return Code	Application Is For	Return Code
Form 990	01		
Form 990-BL	02	Form 1041-A	08
Form 990-EZ	03	Form 4720	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

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

• The books are in the care of ▶ RAY GOODREAU

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

• If the organization does not have an office or place of business in the United States, check this box . . . . ▶ [ ]

• If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) ______ If this is for the whole group, check this box . . . . ▶ [ ]. If it is for part of the group, check this box . . . . ▶ [ ] and attach a list with the names and EINs of all members the extension is for.

4 I request an additional 3-month extension of time until 11/15/2012.

5 For calendar year 2011, or other tax year beginning ______, and ending ______.

6 If the tax year entered in line 5 is for less than 12 months, check reason: [ ] Initial return [ ] Final return [ ] Change in accounting period

7 State in detail why you need the extension ADDITIONAL TIME IS REQUESTED TO FILE A COMPLETE AND ACCURATE RETURN.

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	$
b	If this application is for Form 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made Include any prior year overpayment allowed as a credit and any amount paid previously with Form 8868.	8b	$
c	**Balance due.** Subtract line 8b from line 8a. Include your payment with this form, 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 ▶ Date ▶ 7/4/12

Form **8868**
(Rev January 2011)
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.

Electronic filing *(e-file)*. You can electronically file Form 8868 if you need a 3-month automatic extension of time to file (6 months for a corporation required to file Form 990-T), or an additional (not automatic) 3-month extension of time. You can electronically file Form 8868 to request an extension of time to file any of the forms listed in Part I or Part II with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, which must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit *www.irs gov/efile* and click on *e-file for Chanties & Nonprofits*.

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.

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

Enter the Return code for the return that this application is for (file a separate application for each return) 04

Application Is For	Return Code	Application Is For	Return Code
Form 990	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 990-EZ	03	Form 4720	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

- The books are in the care of ▶ RAY GOODREAU

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

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

1 I request an automatic 3-month (6 months for a corporation required to file Form 990-T) extension of time until 8/15/2012, to file the exempt organization return for the organization named above. The extension is for the organization's return for:
▶ [X] calendar year 2011 or
▶ [ ] tax year beginning ______, and ending ______.

2 If the tax year entered in line 1 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**	$
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.	**3b**	$
c	**Balance due.** Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	**3c**	$ 0

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