Form **990-PF** | Department of the Treasury Internal Revenue Service

Return of Private Foundation

or Section 4947(a)(1) Trust Treated as Private Foundation

▶ Do not enter Social Security numbers on this form as it may be made public.

▶ Information about Form 990-PF and its separate instructions is at *www.irs.gov/form990pf.*

OMB No 1545-0052 | **2013** | Open to Public Inspection

For calendar year 2013 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 or province, country, and ZIP or foreign postal 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: ☒ 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)* ▶$ 12,200,379.

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

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

Part I **Analysis of Revenue and Expenses** (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a))		(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
Revenue	1 Contributions, gifts, grants, etc., received	12,382,151.			
	2 Check ▶ ☐ if the foundation is not required to attach Sch B				
	3 Interest on savings and temporary cash investments	13,715.	13,715.		STATEMENT 1
	4 Dividends and interest from securities				
	5a Gross rents				
	b Net rental income or (loss)				
	6a Net gain or (loss) from sale of assets not on line 10	<120,000.>			
	b Gross sales price for all assets on line 6a				
	7 Capital gain net income (from Part IV, line 2)		0.		
	8 Net short-term capital gain				
	9 Income modifications				
	10a Gross sales less returns and allowances				
	b Less Cost of goods sold				
	c Gross profit or (loss)				
	11 Other income	20.	20.	0.	STATEMENT 2
	12 **Total.** Add lines 1 through 11	12,275,886.	13,735.	0.	
Operating and Administrative Expenses	13 Compensation of officers, directors, trustees, etc	345,378.	34,538.	0.	310,840.
	14 Other employee salaries and wages	558,854.	4,871.	0.	553,983.
	15 Pension plans, employee benefits	216,669.	2,167.	0.	214,502.
	16a Legal fees STMT 3	110,605.	22,121.	0.	88,484.
	b Accounting fees STMT 4	4,000.	200.	0.	3,800.
	c Other professional fees STMT 5	95,700.	0.	0.	95,700.
	17 Interest				
	18 Taxes STMT 6	<3,580.>	0.	0.	0.
	19 Depreciation and depletion	27,011.	0.	0.	
	20 Occupancy				
	21 Travel, conferences, and meetings	649,928.	0.	0.	649,928.
	22 Printing and publications	130.	0.	0.	130.
	23 Other expenses STMT 7	154,462.	827.	0.	153,635.
	24 **Total operating and administrative expenses.** Add lines 13 through 23	2,159,157.	64,724.	0.	2,071,002.
	25 Contributions, gifts, grants paid	9,588,171.			10,352,874.
	26 **Total expenses and disbursements** Add lines 24 and 25	11,747,328.	64,724.	0.	12,423,876.
	27 Subtract line 26 from line 12:				
	a Excess of revenue over expenses and disbursements	528,558.			
	b **Net investment income** (if negative, enter -0-)		0.		
	c **Adjusted net income** (if negative, enter -0-)			0.	

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

		Beginning of year	End of year	
		(a) Book Value	(b) Book Value	(c) Fair Market Value
Assets	1 Cash - non-interest-bearing			
	2 Savings and temporary cash investments	2,383,365.	2,325,979.	2,325,979.
	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	571,767.	614,671.	614,671.
	10a Investments - U.S. and state government obligations STMT 8	2,009,060.	1,999,520.	1,999,520.
	b Investments - corporate stock			
	c Investments - corporate bonds			
	11 Investments - land, buildings, and equipment basis ▶ 582,854.			
	Less accumulated depreciation ▶ 547,495.	38,587.	35,359.	35,359.
	12 Investments - mortgage loans			
	13 Investments - other STMT 9	7,344,850.	7,224,850.	7,224,850.
	14 Land, buildings, and equipment: basis ▶			
	Less accumulated depreciation ▶			
	15 Other assets (describe ▶)			
	16 **Total assets** (to be completed by all filers - see the instructions. Also, see page 1, item I)	12,347,629.	12,200,379.	12,200,379.
Liabilities	17 Accounts payable and accrued expenses	513,436.	570,582.	
	18 Grants payable	4,245,749.	3,520,750.	
	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)	4,759,185.	4,091,332.	
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	7,588,444.	8,109,047.	
	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**	7,588,444.	8,109,047.	
	31 **Total liabilities and net assets/fund balances**	12,347,629.	12,200,379.	

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	7,588,444.
2	Enter amount from Part I, line 27a	2	528,558.
3	Other increases not included in line 2 (itemize) ▶	3	0.
4	Add lines 1, 2, and 3	4	8,117,002.
5	Decreases not included in line 2 (itemize) ▶ UNREALIZED GAIN ON CORPORATE STOCK	5	7,957.
6	Total net assets or fund balances at end of year (line 4 minus line 5) - Part II, column (b), line 30	6	8,109,045.

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	ROCKY MOUNTAIN INSTITUTE INVESTMENT	P	VARIOUS	VARIOUS
b				
c				
d				
e				

	(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) (e) plus (f) minus (g)
a				0.
b				
c				
d				
e				

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

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

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

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 the instructions before making any entries.

(a) Base period years Calendar year (or tax year beginning in)	(b) Adjusted qualifying distributions	(c) Net value of noncharitable-use assets	(d) Distribution ratio (col. (b) divided by col. (c))
2012	12,250,256.	6,152,082.	1.991237
2011	12,413,067.	6,485,998.	1.913825
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

2	Total of line 1, column (d)	2	8.388043
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	1.677609
4	Enter the net value of noncharitable-use assets for 2013 from Part X, line 5	4	5,410,545.
5	Multiply line 4 by line 3	5	9,076,779.
6	Enter 1% of net investment income (1% of Part I, line 27b)	6	0.
7	Add lines 5 and 6	7	9,076,779.
8	Enter qualifying distributions from Part XII, line 4	8	12,423,876.

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 ▶ [X] and enter 1% of Part I, line 27b			1	0.
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	0.
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	0.
6 Credits/Payments:				
a 2013 estimated tax payments and 2012 overpayment credited to 2013	6a	23,755.		
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	23,755.
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	23,755.
11 Enter the amount of line 10 to be: **Credited to 2014 estimated tax** ▶	13,755.	**Refunded** ▶	11	10,000.

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 the definition)?	1b		X
*If the answer is "Yes" to **1a** or **1b**, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities*			
c Did the foundation file **Form 1120-POL** for this year?	1c		X
d Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: **(1)** On the foundation. ▶ $ 0. **(2)** On foundation managers. ▶ $ 0.			
e Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers. ▶ $ 0.			
2 Has the foundation engaged in any activities that have not previously been reported to the IRS? *If "Yes," attach a detailed description of the activities.*	2		X
3 Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? *If "Yes," attach a conformed copy of the changes*	3		X
4a Did the foundation have unrelated business gross income of $1,000 or more during the year?	4a		X
b If "Yes," has it filed a tax return on **Form 990-T** for this year? N/A	4b		
5 Was there a liquidation, termination, dissolution, or substantial contraction during the year? *If "Yes," attach the statement required by General Instruction T*	5		X
6 Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?	6	X	
7 Did the foundation have at least $5,000 in assets at any time during the year? *If "Yes," complete Part II, col. (c), and Part XV*	7	X	
8a Enter the states to which the foundation reports or with which it is registered (see instructions) ▶ GA			
b If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by *General Instruction G? If "No," attach explanation*	8b	X	
9 Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2013 or the taxable year beginning in 2013 (see instructions for Part XIV)? *If "Yes," complete Part XIV*	9		X
10 Did any persons become substantial contributors during the tax year? If "Yes," attach a schedule listing their names and addresses	10		X

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

		Line	Yes	No
11	At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule (see instructions)	11		X
12	Did the foundation 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

		Line	Yes	No
16	At any time during calendar year 2013, 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.

			Line	Yes	No
1a	During the year did the foundation (either directly or indirectly):				
	(1) Engage in the sale or exchange, or leasing of property with a disqualified person?	☐ Yes ☒ No			
	(2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person?	☐ Yes ☒ No			
	(3) Furnish goods, services, or facilities to (or accept them from) a disqualified person?	☒ Yes ☐ No			
	(4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person?	☒ Yes ☐ No			
	(5) Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)?	☐ Yes ☒ No			
	(6) Agree to pay money or property to a government official? (**Exception**. Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days.)	☐ Yes ☒ No			
b	If any answer is "Yes" to 1a(1)-(6), did **any** of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance (see 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 2013?		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 2013, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2013?	☐ 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 2013 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 2013.)*	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 2013?		4b		X

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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 11 ☒ 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 10		345,378.	20,723.	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
RAYMOND GOODREAU 133 LUCKIE STREET, ATLANTA, GA 30303	ACCT/HR OFFICER 40.00	97,416.	5,845.	0.
JUDY ADLER 133 LUCKIE STREET, ATLANTA, GA 30303	PROGRAM OFFICER 40.00	96,164.	5,770.	0.
LISA WEINSTEIN 133 LUCKIE STREET, ATLANTA, GA 30303	PROGRAM OFFICER 40.00	82,055.	4,923.	0.
TARYN MURPHY 133 LUCKIE STREET, ATLANTA, GA 30303	PROGRAM OFFICER 40.00	79,493.	4,770.	0.
KRISTINE WITHERSPOON 133 LUCKIE STREET, ATLANTA, GA 30303	DIR OF BOARD RELATIONS/ASST TO PRES 40.00	77,948.	4,504.	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		113,349.
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	2,001,140.
b	Average of monthly cash balances	1b	3,491,799.
c	Fair market value of all other assets	1c	
d	**Total** (add lines 1a, b, and c)	1d	5,492,939.
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	5,492,939.
4	Cash deemed held for charitable activities. Enter 1 1/2% of line 3 (for greater amount, see instructions)	4	82,394.
5	**Net value of noncharitable-use assets** Subtract line 4 from line 3. Enter here and on Part V, line 4	5	5,410,545.
6	**Minimum investment return** Enter 5% of line 5	6	270,527.

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	270,527.
2a	Tax on investment income for 2013 from Part VI, line 5 — 2a		
b	Income tax for 2013. (This does not include the tax from Part VI.) — 2b		
c	Add lines 2a and 2b	2c	0.
3	Distributable amount before adjustments. Subtract line 2c from line 1	3	270,527.
4	Recoveries of amounts treated as qualifying distributions	4	0.
5	Add lines 3 and 4	5	270,527.
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	270,527.

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	12,423,876.
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	12,423,876.
5	Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income. Enter 1% of Part I, line 27b	5	0.
6	**Adjusted qualifying distributions** Subtract line 5 from line 4	6	12,423,876.

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 2012	(c) 2012	(d) 2013
1 Distributable amount for 2013 from Part XI, line 7				270,527.
2 Undistributed income, if any, as of the end of 2013				
a Enter amount for 2012 only			0.	
b Total for prior years: ____ , ____ , ____		0.		
3 Excess distributions carryover, if any, to 2013:				
a From 2008 11,986,700.				
b From 2009 11,471,241.				
c From 2010 12,442,266.				
d From 2011 12,175,143.				
e From 2012 11,949,812.				
f Total of lines 3a through e	60,025,162.			
4 Qualifying distributions for 2013 from Part XII, line 4: ▶ $ 12,423,876.				
a Applied to 2012, 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 2013 distributable amount				270,527.
e Remaining amount distributed out of corpus	12,153,349.			
5 Excess distributions carryover applied to 2013 (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	72,178,511.			
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 2012. Subtract line 4a from line 2a. Taxable amount - see instr.			0.	
f Undistributed income for 2013. Subtract lines 4d and 5 from line 1. This amount must be distributed in 2014				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 2008 not applied on line 5 or line 7	11,986,700.			
9 **Excess distributions carryover to 2014** Subtract lines 7 and 8 from line 6a	60,191,811.			
10 Analysis of line 9:				
a Excess from 2009 11,471,241.				
b Excess from 2010 12,442,266.				
c Excess from 2011 12,175,143.				
d Excess from 2012 11,949,812.				
e Excess from 2013 12,153,349.				

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 2013, 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) 2013	(b) 2012	(c) 2011	(d) 2010	(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 or e-mail address of the person to whom applications should be addressed:

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

c Any submission deadlines:

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

Part XV Supplementary Information (continued)

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

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a *Paid during the year*				
SEE STATEMENT 13				10,352,874.
Total			▶ 3a	10,352,874.
b *Approved for future payment*				
SEE STATEMENT 14				3,520,750.
Total			▶ 3b	3,520,750.

Part XVI-A Analysis of Income-Producing Activities

Enter gross amounts unless otherwise indicated.	Unrelated business income		Excluded by section 512, 513, or 514		(e)
	(a) Business code	(b) Amount	(c) Exclusion code	(d) Amount	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	13,715.	
4 Dividends and interest from securities					
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	20.	
8 Gain or (loss) from sales of assets other than inventory					<120,000.>
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.		13,735.	<120,000.>

13 Total Add line 12, columns (b), (d), and (e) 13 <106,265.>

(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 | 9/12/2014 | ▶ President

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	Christine S. Hung	9/2/14		P00002737
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	

Form **990-PF** (2013)

323622
10-10-13

14240821 130743 58-1924590 2013.03061 TURNER FOUNDATION, INC 58-19241

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.
▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and its instructions is at *www.irs.gov/form990.*

OMB No 1545-0047

2013

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	☒ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

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

General Rule

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

Special Rules

☐ For a section 501(c)(3) organization filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) 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 its Form 990-PF, Part I, line 2, 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	$ 382,151.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	R.E. TURNER CHARITABLE REMAINDER UNITRUST #4 133 LUCKIE STREET ATLANTA, GA 30303	$ 12,000,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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: TURNER FOUNDATION, INC.

Employer identification number: 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

- 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).

Enter filer's identifying number, see instructions

Type or print	Name of exempt organization	Employer identification number (EIN) or
	TURNER FOUNDATION, INC	58-1924590
File by the due date for filing your return See instructions	Number, street, and room or suite no. If a P O box, see instructions	Social security number (SSN)
	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 or Form 990-EZ	01		
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	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) 681-0172
- 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 11/15/2014

5 For calendar year 2013 , 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	$ 0
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	$ 0
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 must be completed for Part II only.

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 ▶ [illegible] Title ▶ CPA Date ▶ 7/2/14

Form **8868**
(Rev January 2014)
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.
▶ Information about Form 8868 and its instructions is at *www.irs.gov/form8868.*

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 Charities & 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.

Enter filer's identifying number, see instructions

Type or print	Name of exempt organization or other filer, see instructions.	Employer identification number (EIN) or
	TURNER FOUNDATION, INC	58-1924590
File by the due date for filing your return See instructions	Number, street, and room or suite no. If a P.O box, see instructions.	Social security number (SSN)
	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 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	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) 681-0172

- 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 8/15/2014, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

▶ [X] calendar year 2013 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 Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	$ 0
b	If this application is for Forms 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	$ 0
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 funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions

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

SOURCE	(A) REVENUE PER BOOKS	(B) NET INVESTMENT INCOME	(C) ADJUSTED NET INCOME
MERRILL LYNCH - CHECKING ACCOUNT	13,604.	13,604.	0.
MERRILL LYNCH - MADDOX	12.	12.	0.
MERRILL LYNCH - TTD	30.	30.	0.
WACHOVIA	69.	69.	0.
TOTAL TO PART I, LINE 3	13,715.	13,715.	0.

FORM 990-PF OTHER INCOME STATEMENT 2

DESCRIPTION	(A) REVENUE PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME
OTHER INCOME	20.	20.	0.
TOTAL TO FORM 990-PF, PART I, LINE 11	20.	20.	0.

FORM 990-PF LEGAL FEES STATEMENT 3

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
LEGAL FEES	110,605.	22,121.	0.	88,484.
TO FM 990-PF, PG 1, LN 16A	110,605.	22,121.	0.	88,484.

FORM 990-PF — ACCOUNTING FEES — STATEMENT 4

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

FORM 990-PF — OTHER PROFESSIONAL FEES — STATEMENT 5

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
CONSULTING	95,700.	0.	0.	95,700.
TO FORM 990-PF, PG 1, LN 16C	95,700.	0.	0.	95,700.

FORM 990-PF — TAXES — STATEMENT 6

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
FEDERAL TAXES	<3,580.>	0.	0.	0.
TO FORM 990-PF, PG 1, LN 18	<3,580.>	0.	0.	0.

FORM 990-PF — OTHER EXPENSES — STATEMENT 7

DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES
BANK FEES	632.	0.	0.	632.
DUES & SUBSCRIPTIONS	65,490.	0.	0.	65,490.
OFFICE EXPENSE	45,713.	457.	0.	45,256.
PROFESSIONAL INSURANCE	5,659.	0.	0.	5,659.
POSTAGE	2,697.	27.	0.	2,670.
COMMUNICATION SYSTEMS	24,157.	242.	0.	23,915.
TELEPHONE	10,114.	101.	0.	10,013.
TO FORM 990-PF, PG 1, LN 23	154,462.	827.	0.	153,635.

FORM 990-PF U.S. AND STATE/CITY GOVERNMENT OBLIGATIONS STATEMENT 8

DESCRIPTION	U.S. GOV'T	OTHER GOV'T	BOOK VALUE	FAIR MARKET VALUE
MERRILL LYNCH CMA EQUITY	X		1,999,520.	1,999,520.
TOTAL U.S. GOVERNMENT OBLIGATIONS			1,999,520.	1,999,520.
TOTAL STATE AND MUNICIPAL GOVERNMENT OBLIGATIONS				
TOTAL TO FORM 990-PF, PART II, LINE 10A			1,999,520.	1,999,520.

FORM 990-PF OTHER INVESTMENTS STATEMENT 9

DESCRIPTION	VALUATION METHOD	BOOK VALUE	FAIR MARKET VALUE
ROCKY MOUNTAIN INSTITUTE	FMV	0.	0.
AVOIDING ARMAGEDDON	FMV	7,224,850.	7,224,850.
TOTAL TO FORM 990-PF, PART II, LINE 13		7,224,850.	7,224,850.

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

NAME AND ADDRESS	TITLE AND AVRG HRS/WK	COMPEN-SATION	EMPLOYEE BEN PLAN CONTRIB	EXPENSE ACCOUNT
R.E. TURNER, III 133 LUCKIE STREET ATLANTA, GA 30303	CHAIRMAN 1.00	0.	0.	0.
MICHAEL V. FINLEY 133 LUCKIE STREET ATLANTA, GA 30303	PRESIDENT 40.00	345,378.	20,723.	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		345,378.	20,723.	0.

FORM 990-PF — EXPENDITURE RESPONSIBILITY STATEMENT — STATEMENT 11
PART VII-B, LINE 5C

GRANTEE'S NAME

SEE STATEMENT 12

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 **2013** 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 2012 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 2014 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 2013	17	20,796.
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 2013 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		21,044.	3YRS	MM	SL	5,783.
b 5-year property		2,738.	5YRS	MM	SL	432.
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 2013 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	27,011.
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	

316251 12-19-13 LHA **For Paperwork Reduction Act Notice, see separate instructions.** Form **4562** (2013)

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 2013 tax year:					
43 Amortization of costs that began before your 2013 tax year				43	
44 **Total.** Add amounts in column (f). See the instructions for where to report				44	

TURNER FOUNDATION, INC.

STATEMENT 14

EXPENDITURE RESPONSIBILITY PROJECT SUPPORT GRANT AGREEMENT

ORGANIZATION:	**Bozeman Youth Initiative (the "Grantee")**
PROJECT:	**Turner Youth Initiative (the "Project")**
GRANT ID#:	**201400108**
APPROVED AMOUNT:	**For up to $60,000**
APPROVAL DATE:	**12/21/2013**
GRANT PERIOD:	**12/21/2013 - 12/21/2014**

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 12/21/2013 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 201400108

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: MV Finley

By: Michael V. Finley

Title: President

Date: 1/12/2014

GRANTEE:

Bozeman Youth Initiative

Signature: [signature]

By: Greg Owens

Title: Executive Director

Date: 1/21/2014

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

TURNER FOUNDATION, INC.

STATEMENT 10

EXPENDITURE RESPONSIBILITY
PROJECT SUPPORT GRANT AGREEMENT

ORGANIZATION:	**Community Youth Initiative Advisory Board, Inc. (the "Grantee")**
PROJECT:	**Turner Youth Initiative (the "Project")**
GRANT ID#:	**201400112**
APPROVED AMOUNT:	**For up to $25,000**
APPROVAL DATE:	**12/21/2013**
GRANT PERIOD:	**12/21/2013 - 12/21/2014**

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

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 12/21/2013 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, Inc. 201400112

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: 1/12/2014

GRANTEE:

Community Youth Initiative Advisory Board, Inc.

Signature: Ric Lenegar

By: R. A Lenegar

Title: Treasurer

Date: 1-21-14

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

EXPENDITURE RESPONSIBILITY PROJECT SUPPORT GRANT AGREEMENT

STATEMENT 12

ORGANIZATION:	**Jacksonboro Community Center (the "Grantee")**
PROJECT:	**Turner Youth Initiative (the "Project")**
GRANT ID#:	**201400178**
APPROVED AMOUNT:	**For up to $12,000**
APPROVAL DATE:	**12/21/2013**
GRANT PERIOD:	**1/3/2014 - 1/3/2015**

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 12/21/2013 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 201400178

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

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

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

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

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

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

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

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Jacksonboro Community Center**
Signature: M.V. Finley	Signature: Kenneth E. Sanders
By: Michael V. Finley	By: Kenneth E. Sanders
Title: President	Title: Director
Date: 1/12/2014	Date: 1/27/2014

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

EXPENDITURE RESPONSIBILITY PROJECT SUPPORT GRANT AGREEMENT

STATEMENT 12

ORGANIZATION:	**Jefferson County Youth Council (the "Grantee")**
PROJECT:	**Turner Youth Initiative (the "Project")**
GRANT ID#:	**201400180**
APPROVED AMOUNT:	**For up to $40,000**
APPROVAL DATE:	**12/21/2013**
GRANT PERIOD:	**1/3/2014 - 1/3/2015**

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 12/21/2013 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 201400180

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: MV Finley	Signature: Gladys Roann
By: Michael V. Finley	By: Gladys Roann
Title: President	Title: Chair of Bd.
Date: 1/12/2014	Date: 1-28-14

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 12

ORGANIZATION:	**National Restaurant Association (the "Grantee")**
PROJECT:	**Conserve (the "Project")**
GRANT ID#:	**201300308**
APPROVED AMOUNT:	**For up to $170,000**
APPROVAL DATE:	**9/17/2013**
GRANT PERIOD:	**9/17/2013 - 9/17/2014**

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

2. This grant from the Turner Foundation, Inc. (the "Foundation") is for the project support of the Grantee as set forth in the written proposal to the Foundation considered at the 9/17/2013 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 201300308

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

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

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

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

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

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

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

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**National Restaurant Association**
Signature: M.V. Finley	Signature: [signature]
By: Michael V. Finley	By: Scott DeFife
Title: President	Title: EVP, Policy & Govt. Affairs
Date: 9/17/2013	Date: 10/1/13

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

EXPENDITURE RESPONSIBILITY PROJECT SUPPORT GRANT AGREEMENT

STATEMENT 12

ORGANIZATION:	**Raton Recreation & Education Council (the "Grantee")**
PROJECT:	**Turner Youth Initiative (the "Project")**
GRANT ID#:	**201400139**
APPROVED AMOUNT:	**For up to $35,000**
APPROVAL DATE:	**12/21/2013**
GRANT PERIOD:	**12/21/2013 - 12/21/2014**

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 12/21/2013 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 201400139

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

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

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

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

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

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

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

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Raton Recreation & Education Council**
Signature: M.V. Finley	Signature: D
By: Michael V. Finley	By: Diane Valdez
Title: President	Title: RREC Program Director
Date: 1/12/2014	Date: 1-16-2014

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

TURNER FOUNDATION, INC.
EXPENDITURE RESPONSIBILITY
GENERAL SUPPORT GRANT AGREEMENT

STATEMENT 12

ORGANIZATION:	**Turner Endangered Species Fund, Inc. (the "Grantee")**
GRANT ID#:	**201400170**
APPROVED AMOUNT:	**For up to $509,250**
APPROVAL DATE:	**12/21/2013**
GRANT PERIOD:	**12/21/2013 - 12/21/2014**

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 12/21/2013 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 201400170

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

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

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

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

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

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

FOUNDATION:	**GRANTEE:**
Turner Foundation, Inc.	**Turner Endangered Species Fund, Inc.**
Signature: Mike V. Finley	Signature: Mike Phillips
By: Michael V. Finley	By: MIKE PHILLIPS
Title: President	Title: EXECUTIVE DIRECTOR
Date: 1/12/2014	Date: 1-15-14

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

STMT 13

TURNER FOUNDATION, INC.
EIN-58-1924590
2013 GRANTS PAID

Name	Name Address	Amount
African Wildlife Foundation	1400 16th Street NW Suite 120 Washington, DC 20036	50,000 00
Alder Volunteer Fire Department	PO Box 71 Alder, MT 59710	10,000 00
Alliance for Water Efficiency	300 W Adams Suite 601 Chicago, IL 60606	50,000 00
Alzheimer's Association	41 Perimeter Center East Suite 550 Atlanta, GA 30345	250 00
American Bird Conservancy	PO Box 249 The Plains, VA 20198	40,000 00
American Bird Conservancy	PO Box 249 The Plains, VA 20198	5,000 00
American Council for an Energy-Efficient	529 14th Street NW Suite 600	100,000 00
American Hotel & Lodging Educational Fdn	1201 New York Avenue Suite 600 Washington, DC 20005	90,000 00
American Lung Association	1301 Pennsylvania Avenue Suite 800 Washington, D C 20004-1725	60,000 00
American Lung Association of the SE, Inc	2452 Spring Road Smyrna, GA 30080	90,000 00
American Rivers, Inc	1101 14th St NW Suite 1400 Washington, DC 20005	50,000 00
American University	4400 Massachusetts Ave NW Washington, DC 20016-8033	5,000 00
American University	4400 Massachusetts Ave NW Washington, DC 20016-8033	5,000 00
America's Watershed Landkeeper	3 Puritan Mill 916 Joseph Lowery Boulevard Atlanta, GA 30318	15,000 00
Amigos Bravos, Inc	PO Box 238 Taos, NM 87571	40,000 00
Apalachicola Bay & Riverkeeper, Inc	P O Box 8 Apalachicola, FL 32329	30,000 00
Aperture Foundation, Inc	547 West 27th Street 4th Floor New York, NY 10001	5,000 00
Aperture Foundation, Inc	547 West 27th Street 4th Floor New York, NY 10001	5,000 00
Arctic Voices	346 Fieldstream Drive Boone, North Carolina 28607	1,000 00
AREI, Inc	P O Box 7784 Aspen, CO 81612	25,000 00
Associated Builders and Contractors, Inc	4250 N Fairfax Dr 9th Floor Arlington, VA 22203-1607	50,000 00
Atlanta Humane Society	981 Howell Mill Rd NW Atlanta, GA 30318	500 00
Atlanta Press Club, Inc	191 Peachtree Street Suite 4900 Atlanta, GA 30303	1,000 00
Beaufort County Open Land Trust, Inc	P O Box 75 Beaufort, SC 29901	15,000 00
Belgrade Youth Forum	P O Box 127 Belgrade, MT 59714	10,000 00
Better World Fund	1750 Pennsylvania, Ave NW Suite 300 Washington, DC 20006	250,000 00
Better World Fund	1750 Pennsylvania, Ave NW Suite 300 Washington, DC 20006	15,909 77
Better World Fund	1750 Pennsylvania, Ave NW Suite 300 Washington, DC 20006	234,090 23
Better World Fund	1750 Pennsylvania, Ave NW Suite 300 Washington, DC 20006	25,000 00
Big Sur Learning Project	P O Box 138 Big Sur, CA 93920	9,000 00
Bonobo Conservation Initiative	2701 Connecticut Avenue, NW Suite 702 Washington, DC 20008	80,000 00
Boone and Crockett Club	250 Station Drive Missoula, MT 59801-2753	3,500 00
Boy Scouts of America	1025 Sam Rittenberg Blvd Charleston, SC 29407	5,000 00
Boy Scouts of America	1025 Sam Rittenberg Blvd Charleston, SC 29407	5,000 00
Boys & Girls Clubs of America	1275 Peachtree Street NE Atlanta, GA 30309	1,500 00
Boys & Girls Clubs of America	1275 Peachtree Street NE Atlanta, GA 30309	5,000 00
Boys & Girls Clubs of Lowcountry, Inc	P O Box 21909 Hilton Head Island, SC 29925	30,000 00
Boys and Girls Club of Sierra County	122 South Broadway PO Box 3262 Truth or Consequences, NM 87901	25,000 00
Bozeman Youth Initiative	19 North 10th Avenue Suite 6 Bozeman, MT 59715	60,000 00
Broadwater County Social Services Com	201 N Spruce Street Townsend, MT 59644	10,000 00
Business Executives for National Security	1030 15th Street, NW Suite 200 East, Washington, DC 2000	10,000 00
Business Executives for National Security	1030 15th Street, NW Suite 200 East, Washington, DC 2000	10,000 00
Capacity, Inc	501 Hurt Plaza Suite 110 Atlanta, GA 30303	10,000 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	200,000 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	2,000 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	2,000 00

Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	1,500 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	2,000 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	2,000 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	4,000 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	2,000 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	8,275 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,500 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000 00
Captain Planet Foundation, Inc	133 Luckie Street 2nd Floor Atlanta, GA 30303	5,000 00
CARE	151 Ellis Street Suite 300 Atlanta, GA 30303	2,500.00
CARE	151 Ellis Street Suite 300 Atlanta, GA 30303	2,500 00
CARE	151 Ellis Street Suite 300 Atlanta, GA 30303	2,500 00
CARE	151 Ellis Street Suite 300 Atlanta, GA 30303	2,500 00
CARE	151 Ellis Street Suite 300 Atlanta, GA 30303	2,500 00
CARE	151 Ellis Street Suite 300 Atlanta, GA 30303	1,250 00
Carmel Unified School District	P O Box 222700 Big Sur, CA 93922	5,000 00
Center For Health, Environment & Justice	150 S Washington Street Suite 300 Falls Church, VA 22046	45,000 00
Center For Health, Environment & Justice	150 S Washington Street Suite 300 Falls Church, VA 22046	1,500 00
Ceres, Inc	99 Chauncy St Boston, MA 02111-1703	50,000 00
Charleston Collegiate School	2024 Academy Drive John's Island, SC 29455	20,000 00
Chattahoochee Riverkeeper, Inc	3 Puritan Mill 916 Joseph Lowery Blvd Atlanta, GA 30318	265,000 00
Chattahoochee Riverkeeper, Inc	3 Puritan Mill 916 Joseph Lowery Blvd Atlanta, GA 30318	500 00
Cheetah Conservation Fund	2210 Mount Vernon Avenue 2nd Floor Alexandria, Virginia 22310	5,000 00
Children of Fallen Patriots Fdn	22 Wildwood Drive Greenwich, CT 06830	2,000 00
Children's Healthcare of Atlanta Fdn	1687 Tullie Circle NE Atlanta, GA 30329	250 00
Children's Home Society of Florida	1801 Miccosukee Commons Drive Tallahassee, FL 32308	15,000 00
Cimarron Public Schools	125 N Collison Avenue Cimarron, NM 87714	20,000 00
Clean Air Task Force, Inc	18 Tremont St Suite 530 Boston, MA 02108	50,000 00
Climate Central, Inc	One Palmer Square Suite 330 Princeton, NJ 08542	50,000 00
Colorado Conservation Trust	1551 Ogden St Denver, CO 80218	2,000 00
Common Cause Education Fund	1133 19th Avenue NW 9th Floor Washington, DC 20036	5,000 00
Community Action Agency of Southern NM	3880 Foothills Road, Suite A Las Cruces, NM 88011	30,000 00
Community Foundation for Greater Atlanta	50 Hurt Plaza Suite 449 Atlanta, GA 30303	1,000 00
Community Foundation for Greater Atlanta	50 Hurt Plaza Suite 449 Atlanta, GA 30303	500 00
Community Foundation for Greater Atlanta	50 Hurt Plaza Suite 449 Atlanta, GA 30303	500 00
Community Youth Initiative Advisory Board	PO Box 228 Dillon, MT 59725	25,000 00
Conservation Fund	100 Edgewood Avenue, Ste 930 Atlanta, GA 30303	85,000 00
Cradle to Cradle PII	177 Post Street San Francisco, CA 94108-4705	2,500 00
Crazy Horse Memorial	12151 Avenue of the Chiefs Crazy Horse, SD 57730-8900	1,000 00
Dee Norton Lowcountry Childrens Center	1061 King Street Charleston, SC 29403	5,000 00
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	75,000 00
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	2,500 00
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	1,000 00
Defenders of Wildlife, Inc	1130 17th St NW Washington, DC 20036	2,500 00
Democracy and Media Education Fdn	3195 11th Street Boulder, CO 80304-2527	10,000 00
Dian Fossey Gorilla Fund	800 Cherokee Ave SE Atlanta, GA 30315	195,000 00
Doctors Without Borders	337 7th Avenue 2nd Floor New York, NY 10001-5004	2,500 00
Doctors Without Borders	337 7th Avenue 2nd Floor New York, NY 10001-5004	2,500 00
Doctors Without Borders	337 7th Avenue 2nd Floor New York, NY 10001-5004	2,500 00

Doctors Without Borders	337 7th Avenue 2nd Floor New York, NY 10001-5004	2,500 00
Doctors Without Borders	337 7th Avenue 2nd Floor New York, NY 10001-5004	1,250 00
Ducks Unlimited	6753 Thomasville Rd PMB 214, Tallahassee, FL 32312	2,000 00
Ducks Unlimited Inc Great Plains Reg	2525 River Road Bismarck, ND 58503	60,000 00
Dyslexia Research Institute, Inc	5246 Centerville Road Tallahassee, FL 32309	5,000 00
Earth Action Network	28 Knight Street Norwalk, CT 06851	30,000 00
Earth Island Institute, Inc	2150 Allston Way, Suite 460 Berkeley, CA 94704	2,500 00
Earth Island Institute, Inc	2150 Allston Way, Suite 460 Berkeley, CA 94704	2,500 00
Earth Policy Institute	1350 Connecticut Ave NW, Ste 403 Washington, DC 20036	25,000 00
Earth Policy Institute	1350 Connecticut Ave NW, Ste 403 Washington, DC 20036	60,000 00
Earth Restoration Alliance	12081 West Alameda Parkway Suite 514 Lakewood, CO 80228	10,000 00
Earth Restoration Alliance	12081 West Alameda Parkway Suite 514 Lakewood, CO 80228	10,000 00
Earth Share of Georgia	100 Peachtree Street, NW Suite 1960 Atlanta, GA 30303	10,000 00
Earth Share of Georgia	100 Peachtree Street, NW Suite 1960 Atlanta, GA 30303	1,500 00
Earthjustice	50 California St , Suite 500 San Francisco, CA 94111	40,000 00
Eating Disorders Information Network	600 Means Street Suite 100 Atlanta, GA 30318	250 00
Emory University	1301 Clifton Road Atlanta, GA 30322	40,000 00
Emory University	1301 Clifton Road Atlanta, GA 30322	1,500 00
Emory University	1301 Clifton Road Atlanta, GA 30322	3,000 00
Emory University	1301 Clifton Road Atlanta, GA 30322	1,500 00
Emory University	1804 North Decatur Road Atlanta, GA 30322	15,000 00
Env Law & Policy Center of the MW	35 E Wacker Dr Suite 1600 Chicago, IL 60601	50,000 00
Environment News Trust	256 Wagon Train Drive Antonito, CO 81120	50,000 00
Environmental Defense Fund, Inc	257 Park Ave South 16th Floor New York, NY 10010	100,000 00
Environmental Education Alliance	P O Box 170458 Atlanta, GA 30317	2,500 00
Environmental Film Festival	1228 1/2 31st Street NW Washington, DC 20007	5,000 00
Environmental Law Institute	2000 L Street NW, Suite 620 Washington, DC 20036	30,000 00
Environmental Media Association, Inc	5979 W 3rd St Suite 204 Los Angeles, CA 90036	10,000 00
Environmental Working Group	1436 U Street NW Suite 100 Washington, DC 20009	75,000 00
Environmental Working Group	1436 U Street NW Suite 100 Washington, DC 20009	2,500 00
Eyak Preservation Council	PO Box 460 Cordova, AK 99574	10,000 00
Farm Aid, Inc	501 Cambridge Street 3rd Floor Cambridge, MA 02141	25,000 00
Feminist Women's Health Center, Inc	1924 Cliff Valley Way Atlanta, GA 30329	25,000 00
Fernbank, Inc	767 Clifton Road Atlanta, GA 30307	1,600 00
Five Valleys Land Trust, Inc	PO Box 8953 Missoula, MT 59807	15,000 00
Five Valleys Land Trust, Inc	PO Box 8953 Missoula, MT 59807	15,000 00
Flathead Land Trust	PO Box 1913 Kalispell, MT 59903	15,000 00
Flint Riverkeeper, Inc	PO Box 468 Albany, GA 31702	40,000 00
Ford Elementary	1345 Mars Hill Road, NW Acworth, GA 30101	2,500 00
Foundation for Public Broadcasting in GA	260 14th St, NW Atlanta, GA 30318	5,000 00
Friends of China Beauty Charity Fund	6 Sutton Square New York, NY 10022	1,000 00
Friends of China Beauty Charity Fund	6 Sutton Square New York, NY 10022	1,000 00
Friends of SW GA Public Health, Inc	1109 N Jackson Street Albany, GA 31701	35,000 00
Friends of SW GA Public Health, Inc	1109 N Jackson Street Albany, GA 31701	15,000 00
Friends of the Earth	1100 15th Street, NW 11th Floor Washington, DC 20005	40,000 00
Friends of the Italian Cultural Institute	75 Rockefeller Plaza 19th Floor New York, NY 10019	6,500 00
Friends of Wind Cave National Park, Inc	2661 US Highway 385 Hot Springs, SD 57747-6027	500 00
Gallatin Gateway Youth Group	PO Box 307 Gallatin Gateway, MT 59730	34,000 00
Gallatin Valley Land Trust	PO Box 7021 Bozeman, MT 59771	15,000 00
G-CAPP	1718 Peachtree Street Suite 465, Atlanta, GA 30309	200,000 00
G-CAPP	1718 Peachtree Street Suite 465, Atlanta, GA 30309	1,800 00
G-CAPP	1718 Peachtree Street Suite 465, Atlanta, GA 30309	1,500 00

G-CAPP	1718 Peachtree Street Suite 465, Atlanta, GA 30309	1,500 00
G-GAPP	1718 Peachtree Street Suite 465, Atlanta, GA 30309	1,800 00
Geneva Lake Sailing School, Inc	1250 South Lakeshore Drive Fontana, WI 53125	5,000 00
Georgia Department of Natural Resources	2070 U S HWY Atlanta, GA 30334	2,500 00
Georgia ForestWatch, Inc	15 Tower Road Ellijay, GA 30540	20,000 00
Georgia Historical Society	501 Whitaker Street Savannah, GA 31401	2,500 00
Georgia Historical Society	501 Whitaker Street Savannah, GA 31401	10,000 00
Georgia Interfaith Power & Light, Inc	PO Box 286 Decatur, GA 30031	800 00
Georgia Lions Lighthouse Fdn, Inc	5582 Peachtree Road Chamblee, GA 30341	500 00
Georgia Organics, Inc	200 Ottley Drive Atlanta, GA 30324	30,000 00
Georgia Public Telecommunications Comm	14th St NW Atlanta, GA 30318-5360	25,000 00
Georgia Recycling Coalition, Inc	PO Box 550667 Atlanta, GA 30355	40,000 00
Georgia River Network, Inc	126 S Milledge Ave Suite E3 Athens, GA 30605	5,000 00
Georgia River Network, Inc	126 S Milledge Ave Suite E3 Athens, GA 30605	80,000 00
Georgia Southwestern Foundation, Inc	P O Box 926, Americus, GA 31709	1,000 00
Georgia Tech Foundation	177 North Avenue NW Atlanta, GA 30308	1,000 00
Georgia Wand Education Fund, Inc	250 Georgia Avenue, Suite 202 Atlanta, GA 30312	1,000 00
Georgia Wildlife Federation	11600 Hazelbrand Rd Covington, GA 30014	40,000 00
Georgia Women For A Change	1130 Piedmont Avenue Suite 413 Atlanta, GA 30309	900 00
Girl Scouts of Greater Atlanta, Inc	5601 N Allen Road Mabelton, GA 30126	1,000 00
Global Brigades, Inc	1099 E Champlain Drive Suite-A-178 Fresno, CA 93720-5030	1,000 00
Global Green USA	2218 Main Street 2nd Floor Santa Monica, CA 90405	50,000 00
GlobalGiving Foundation	1023 15th Street, NW 12th Floor Washington, DC 20005	2,000 00
Greater Atlanta Chamber Foundation, Inc	235 International BLVD, NW Atlanta, GA 30303-2718	5,000 00
Greater Yellowstone Coalition, Inc	P O Box 1874 Bozeman, MT 59771	50,000 00
Greater Yellowstone Coalition, Inc	P O Box 1874 Bozeman, MT 59771	10,000 00
Greater Yellowstone Coalition, Inc	P O Box 1874 Bozeman, MT 59771	1,000 00
Greater Yellowstone Coalition, Inc	P O Box 1874 Bozeman, MT 59771	100,000 00
Greater Yellowstone Coalition, Inc	P O Box 1874 Bozeman, MT 59771	1,000 00
GreenLaw, Inc	104 Marietta St NW Suite 430 Atlanta, GA 30303	60,000 00
GreenLaw, Inc	104 Marietta St NW Suite 430 Atlanta, GA 30303	250 00
Gwinnett County Public Schools	437 Old Peachtree Road, NW Suwanee, GA 30024	2,500 00
Hardtner Community Foundation	PO Box 8 Hardtner, KS 67057	15,000 00
Harrison Schools	PO Box 7 Harrison, MT 59735	10,000 00
Heifer Project International	1 World Avenue Little Rock, AR 72202	5,000 00
Helena Education Foundation	PO Box 792 Helena, MT 59624	30,000 00
Help Argentina	712 5th Avenue 8th Floor New York, NY 10019	20,000 00
Help Argentina	712 5th Avenue 8th Floor New York, NY 10019	7,500 00
Hooker County Community Foundation, Inc	PO Box 438 Mullen, NE 69152	16,000 00
Hope Funds for Cancer Research	226 Bellevue Avenue Suite 11 Newport, RI 02840-3500	1,000 00
Horatio Alger Association	99 Canal Center Plaza, Ste 320 Alexandria, VA 22314	1,000 00
International Crane Foundation, Inc	E 11376 Shady Lane Rd Baraboo, WI 53913	25,000 00
International Crane Foundation, Inc	E 11376 Shady Lane Rd Baraboo, WI 53913	5,000 00
International Crane Foundation, Inc	E 11376 Shady Lane Rd Baraboo, WI 53913	5,000 00
International Snow Leopard Trust	4649 Sunnyside Ave N Suite 325 Seattle, WA 98103	4,000 00
International Snow Leopard Trust	4649 Sunnyside Ave N Suite 325 Seattle, WA 98103	4,000 00
International Women's Health Coalition	24 East 21 Street New York, NY 10010	1,000 00
Jacksonboro Community Center	PO Box 313 Jacksonboro, SC 29452	12,000 00
Jane Goodall Institute	1595 Spring Hill Road, Suite 550 Vienna, Virginia 22182	18,000 00
Jefferson County Youth Council	PO Box 346 Monticello, FL 32345	40,000 00
JEL Institute for Justice & Human Rights	P O Box 92801 Atlanta, GA 30313	1,500 00
Juvenile Diabetes Research Foundation	3525 Piedmont Rd , NE Building 6, Suite 300 Atlanta, GA 30305	250 00

Kearney Area Community Foundation	2207 Central Avenue Kearney, NE 68847	16,000 00
Kentucky Educational Television Fdn	600 Cooper Dr Lexington, KY 40502	98,000 00
Kentucky Equine Humane Center, Inc	P O Box 910124 Lexington, KY 40591	500 00
Klamath Basin Rangeland Trust	700 Main Street Suite 201A Klamath Falls, OR 97601	30,000 00
La Scuola D Italia-Guglielmo Marconi	12 East 96th Street New York, NY 10128	1,000 00
Land Trust Alliance, Inc	1660 L Street Suite 1100 Washington, DC 20036	75,000 00
Larry King Cardiac Foundation	15720 Crabbs Branch Way Suite D Rockville, MD 20855	1,000 00
League of Conservation Voters Ed Fund	1920 L Street NW, Ste 800 Washington, DC 20036	300,000 00
Lexington Cancer Foundation, Inc	1504 College Way Lexington, KY 40502	10,000 00
Lexington Cancer Foundation, Inc	1504 College Way Lexington, KY 40502	1,000 00
Lexington School, Inc	1050 Lane Allen Road Lexington, KY 40504	2,500 00
Los Angeles Conservancy	523 W 6th Street, Suite 826 Los Angeles, CA 90014	2,500 00
Lovett School	4075 Paces Ferry Road NW Atlanta, GA 30327	2,000 00
Lowcountry Open Land Trust, Inc	80 Alexander Street Charleston, SC 29403	15,000 00
Maclay School	3737 North Meridian Road Tallahassee, FL 32312	5,000 00
Main Street Of Monticello Florida, Inc	P O Box 923 Monticello, FL 32345	1,000 00
Malpai Borderlands Group, Inc	PO Box 3536 Douglas, AZ 85608	20,000 00
Men Stopping Violence, Inc	2785 Lawrenceville Hwy Suite 112 Decatur, GA 30033	1,000 00
Mike Glenn Foundation	PO Box 390313 Snellville, GA 30039	1,000 00
MLK Jr Cntr for NonViolent Social Change	449 Auburn Avenue Atlanta, GA 30312-1503	5,000 00
Montana Land Reliance	PO Box 355 Helena, MT 59624	15,000 00
Mothers Against Drunk Driving	5900 Roche Drive Suite 250 Columbus, OH 43229	3,000 00
Mothers Against Drunk Driving	5900 Roche Drive Suite 250 Columbus, OH 43229	2,000 00
Mothers Against Drunk Driving	5900 Roche Drive Suite 250 Columbus, OH 43229	1,000 00
Mothers Against Drunk Driving	5900 Roche Drive Suite 250 Columbus, OH 43229	5,000 00
Mothers Against Drunk Driving	5900 Roche Drive Suite 250 Columbus, OH 43229	10,000 00
Mount Sinai School of Medicine of NYU	One Gustave L Levy Place Box 1049, New York, NY 10029	1,200 00
National Audubon Society	441 West Fifth Ave Suite 300, Anchorage, AK 99501	30,000 00
National Audubon Society	P O Box 9314 Santa Fe, NM 87504	50,000 00
National Audubon Society	336 Sanctuary Road Harleyville, SC 29448	10,000 00
National Black Arts Festival, Inc	730 Peachtree St NE, Suite 500 Atlanta, GA 30308	1,500 00
National Campaign to Prevent Teen Pregnan	1776 Massachusetts Ave NW, Ste 200 Washington, DC 20036	40,000 00
National Fish and Wildlife Foundation	1133 15th St NW Suite 1100 Washington, DC 20005	1,000 00
National Parks Conservation Association	777 6th Street NW Suite 700 Washington, DC 20001	50,000 00
National Restaurant Association	2055 L Street, NW Suite 700 Washington, DC 20036	170,000 00
National Wildlife Federation - VA	11100 Wildlife Center Dr Reston, VA 20190-5362	115,000 00
National Wildlife Federation-Northern Roc	240 North Higgins, Suite 2 Missoula, MT 59802	75,000 00
National Women's Law Center	11 Dupont Circle, NW Suite 800 Washington, DC 20036	60,000 00
Nat'l Assc of State Conservation Agencies	3903 Cook St Alexandria, VA 22311	30,000 00
Nature Conservancy - Alaska Chapter	715 L Street Suite 100 Anchorage, AK 99501	30,000 00
Nature Conservancy - GA Chapter	100 Peachtree St , NW Atlanta, GA 30303	60,000 00
Nature Conservancy - GA Chapter	100 Peachtree St., NW Atlanta, GA 30303	1,000 00
Nature Conservancy - Montana Chapter	32 South Ewing St Helena, MT 59601	50,000 00
Nature Conservancy - SC Chapter	2231 Devine St. Suite 101 Columbia, SC 29205	35,000 00
Nature Conservancy - SC Chapter	2231 Devine St Suite 101 Columbia, SC 29205	35,000 00
Nebraska Wildlife Federation	P O Box 81437 Lincoln, NE 68501	60,000 00
New Mexico Environmental Law Center	1405 Luisa St, Ste 5 Sante Fe, NM 87505	50,000 00
New Mexico Institute of Mining and Techno	and Technology 801 Leroy Place Socorro, NM 87801	30,000 00
New Mexico Land Conservancy	PO Box 6759 Santa Fe, NM 87502-6759	20,000 00
New Mexico Wildlife Federation	121 Cardenas Drive, NE Albuquerque, NM 87108	30,000 00
Ocean Classroom Foundation, Inc	241 US Rt 1, P O Box 220 Damariscotta, ME 04543	5,000 00
Oglethorpe University, Inc	4484 Peachtree Rd Atlanta, GA 30319	2,500 00

Omo Child Foundation	P O Box 231697 Encinitas, CA 92023	5,000 00
One More Generation	120 Red Oak Drive Fayetteville, GA 30214	500 00
One More Generation	120 Red Oak Drive Fayetteville, GA 30214	5,000 00
Operation Hope, Inc	707 Wilshire Boulevard Suite 3030 Los Angeles, CA 90017	500 00
Ossabaw Island Foundation	305 Fahm Street Savannah, GA 31401	5,000 00
Panthera Corporation	8 West 40th Street, 18th Floor New York, NY 10018	25,000 00
Paradise Garden Foundation	200 N Lewis Street Summerville, GA 30747	500 00
Park Pride Atlanta, Inc	233 Peachtree Street Suite 1600 Atlanta, GA 30303	60,000 00
People for the American Way Foundation	1101 15th Street NW, Suite 600 Washington, DC 20005	1,000 00
Planned Parenthood Of The Rocky Mountain	719 San Mateo NE Albuquerque, New Mexico 87108	40,000 00
Planned Parenthood Southeast	75 Piedmont Ave , NE Suite 800 Atlanta, GA 30303	50,000 00
Prickly Pear Land Trust	PO Box 892 Helena, MT 59624	15,000 00
Prickly Pear Land Trust	PO Box 892 Helena, MT 59624	15,000 00
Quality Deer Management Association	PO Box 2547 Mount Pleasant, SC 29465	1,500 00
Raton Recreation & Education Council	901 S 3rd Street Raton, NM 87740	35,000 00
Rhode Island School of Design	Two College Street Providence, RI 02903	5,000 00
Rhode Island School of Design	Two College Street Providence, RI 02903	5,000 00
River Network	209 SW Oak Street #300 Portland, OR 97204	40,000 00
Robert W Woodruff Arts Center, Inc	1280 Peachtree St, NE Atlanta, GA 30309	1,500 00
Robert W Woodruff Arts Center, Inc	1280 Peachtree St, NE Atlanta, GA 30309	10,000 00
Rockefeller Philanthropy Advisors	6 West 48th Street 10th Floor New York, NY 0036	25,000 00
Rome Chamber Music Festival	25 Park Ave, 7th Floor New York, NY 10177	1,500 00
Sail Newport, Inc	60 Fort Adams Drive Newport, Rhode Island 02840	10,000 00
Sandhills Area Foundation, Inc	PO Box 444 Valentine, NE 69201	16,000 00
Savannah College of Art and Design, Inc	P O Box 3146 Savannah, GA 31401	500 00
SC Coastal Conservation League, Inc	328 East Bay Street PO Box 1765 Charleston, SC 29402	30,000 00
SC Coastal Conservation League, Inc	328 East Bay Street PO Box 1765 Charleston, SC 29402	30,000 00
SCLC Womens Org Mvmt for Equality Now	328 Auburn Ave NE Atlanta, GA 30303	1,500 00
SCLC Womens Org Mvmt for Equality Now	328 Auburn Ave NE Atlanta, GA 30303	500 00
Service Over Self	PO Box 1057 Georgetown, SC 29442	30,000 00
Share Our Strength, Inc	2900 Delk Road Suite 700, PMB 29 Marietta, GA 30067	1,000 00
Sheridan Public School District #5	PO Box 586 Sheridan, MT 59749	10,000 00
Sitka Conservation Society	PO Box 6533 Sitka, AK 99835	40,000 00
Sky Island Alliance	300 E University Blvd Suite 270 Tucson, Arizona 85705	50,000 00
Smithsonian Institution	3001 Connecticut Avenue NW Washington, DC 20008	10,000 00
Society of Environmental Journalists	PO Box 2492 Jenkintown, PA 19046	40,000 00
Soque River Watershed Association, Inc	PO Box 1901 Clarkesville, GA 30523	30,000 00
South Carolina Maritime Heritage Fdn	17 Lockwood Drive, Suite 501 Charleston, SC 29401	50,000 00
South Carolina Maritime Heritage Fdn	17 Lockwood Drive, Suite 501 Charleston, SC 29401	30,000 00
South Carolina Wildlife Federation	215 Pickens St Columbia, SC 29205	25,000 00
South Central Community Foundation	PO Box 8624 Pratt, KS 67124	15,000 00
South Dakota Community Foundation	1714 N Lincoln Pierre, SD 57501	60,000 00
South Dakota Community Foundation	1714 N Lincoln Pierre, SD 57501	7,500 00
Southern Alliance for Clean Energy	PO Box 1842 Knoxville, TN 37901	80,000 00
Southern Environmental Law Center, Inc	127 Peachtree St, Ste 605 Atlanta, GA 30303	130,000 00
Southface Energy Institute, Inc	241 Pine St Atlanta, GA 30308	95,000 00
Southface Energy Institute, Inc	241 Pine St Atlanta, GA 30308	3,000 00
Susan G Komen Breast Cancer Foundation	PO Box 530109 Atlanta, GA 30353	1,500 00
Sustainable Atlanta, Inc	191 Peachtree St NE Suite 3300 Atlanta, GA 30303	25,000 00
Sustainable Markets Foundation, Inc	45 West 36th Street, NW 6th Floor New York, NY 10018	70,000 00
Sustainable Settings	6107 Highway 133 Carbondale, CO 81623	115,000 00
Tall Timbers Research, Inc	13093 Henry Beadel Drive Tallahassee, FL 32312	45,000 00

The 5 Gyres Institute	2122 S Spaulding Avenue Los Angeles, CA 90016	1,500 00
The Cable Center	2000 Buchtel BLVD Denver, CO 80210	1,000 00
Theodore Roosevelt Conservation Pship	1660 L Street NW, Suite 208 Washington, DC 20036	250,000 00
Theodore Roosevelt Conservation Pship	1660 L Street NW, Suite 208 Washington, DC 20036	30,000 00
Theodore Roosevelt Conservation Pship	1660 L Street NW, Suite 208 Washington, DC 20036	2,000 00
Theodore Roosevelt Conservation Pship	1660 L Street NW, Suite 208 Washington, DC 20036	2,000 00
Theodore Roosevelt Conservation Pship	1660 L Street NW, Suite 208 Washington, DC 20036	2,000 00
Theodore Roosevelt Conservation Pship	1660 L Street NW, Suite 208 Washington, DC 20036	2,000 00
Theodore Roosevelt Conservation Pship	1660 L Street NW, Suite 208 Washington, DC 20036	2,000 00
Theodore Roosevelt Conservation Pship	1660 L Street NW, Suite 208 Washington, DC 20036	500 00
Thomasville Antiques Show Foundation, Inc	P O Box 1633 Thomasville, GA 31799	500 00
Thomasville Cultural Center, Inc	PO Box 126 Thomasville, GA 31799	1,000 00
THRIVE	PO Box 4325 Bozeman, MT 59772	5,000 00
THRIVE	PO Box 4325 Bozeman, MT 59772	5,000 00
Tides Center	101 Montgomery Street Suite 2600 San Francisco, CA 94104	130,000 00
Town of Lima	PO Box 262 Lima, MT 59739	10,000 00
Trout Unlimited	419 Sixth Street Suite 200 Juneau, AK 99801	110,000 00
Trout Unlimited	1300 North 17th Street Suite 500 Arlington, VA 22209	60,000 00
Trust for Public Land	306 N Monroe St Tallahassee, FL 32301	30,000 00
Trust for Public Land	111 South Grand Ave, Ste 204 Bozeman, MT 59715	75,000 00
Turner Endangered Species Fund, Inc	1123 Research Dr Bozeman, MT 59718	509,249 00
Unified School District No 254	100 E First Street Medicine Lodge, KS 67104	15,000 00
United Nations Foundation	1750 Pennsylvania Ave , NW Suite 300 Washington, DC 20006	500,000 00
United Negro College Fund, Inc	229 Peachtree Street Suite 2350 Atlanta, GA 30303	1,000 00
United Way of Metro Atlanta	100 Edgewood Ave Atlanta, GA 30303	10,000 00
University of Georgia Research Foundation	200 D W Brooks Drive Athens, GA 30602-7411	30,000 00
US Green Building Council, Inc	2101 L Street NW Suite 500 Washington, DC 20037	75,000 00
US Green Building Council, Inc	925B Peachtree Street Suite 108 Atlanta, GA 30309	25,000 00
Usher's New Look	3700 Crestwood Pkwy Suite 460 Duluth, GA 30096	1,000 00
V-Day	1924 Cliff Valley Way NE Atlanta, GA 30329	25,000 00
V-Day	303 Park Ave South Suite 1184 New York, NY 10010	1,000 00
V-Day	303 Park Ave South Suite 1184 New York, NY 10010	2,500 00
Virginia Organizing	703 Concord Avenue Charlottesville, VA 22903-5208	50,000 00
Waterkeeper Alliance, Inc	17 Battery Place, Suite 1329 New York, NY 10004	50,000 00
Waterkeeper Alliance, Inc	17 Battery Place, Suite 1329 New York, NY 10004	500 00
Waterkeeper Alliance, Inc	17 Battery Place, Suite 1329 New York, NY 10004	2,500 00
Waterkeeper Alliance, Inc	17 Battery Place, Suite 1329 New York, NY 10004	2,500 00
Waterkeeper Alliance, Inc	17 Battery Place, Suite 1329 New York, NY 10004	2,500 00
Western Environmental Law Center	1216 Lincoln St Eugene, OR 97401	60,000 00
Wild Salmon Center	721 NW Ninth Ave Suite 300 Portland, OR 97209	100,000 00
Wilderness Society	1615 M Street NW Suite 200 Washington, DC 20036	30,000 00
Wildlife Conservation Society	2300 Southern Blvd Bronx, NY 10460	55,000 00
Wildlife Foundation of Florida, Inc	P O Box 11010 Tallahassee, FL 32302	50,000 00
Winter Wildlands Alliance, Inc	910 Main Street Suite 235 Boise, ID 83702	100,000 00
Women's Action For New Directions Ed Fund	691 Massachusetts Avenue Arlington, MA 02476	2,500 00
Women's Media Center	1825 K Street NW Suite 400 Washington, DC 20006	1,000 00
Women's Voices For The Earth	114 W Pine Street Missoula, MT 59802	30,000 00
Worldwatch Institute	1400 16th Street, NW Suite 430 Washington, DC 20036	50,000 00
Xerces Society, Inc	628 NE Broadway, Suite 200 Portland, OR 97232	60,000 00
YMCA of Paris-Bourbon County, Inc	917 Main Street Paris, KY 40361	500 00
	TOTAL	$ 10,352,874

TURNER FOUNDATION, INC
EIN 58-1924590
2013 GRANTS PAYABLE AS OF 12/31/2013

Grantee Name	Amount	Schedule Date	Request Date	Term	Request ID
African Wildlife Foundation	$ 50,000	1/30/2014	12/21/2013	12	201400118
Alder Volunteer Fire Department	10,000	2/13/2014	12/21/2013	12	201400104
Alliance for Water Efficiency	50,000	9/17/2014	9/17/2013	24	201300319
America Lung Association	120,000	1/30/2014	12/21/2013	24	201400119
American Rivers	50,000	1/30/2014	12/21/2013	12	201400103
Amigos Bravos	40,000	9/17/2014	9/17/2013	24	201300301
Barber County North USD 254	15,000	1/30/2014	12/21/2013	12	201400123
Belgrade Youth Forum	10,000	2/13/2014	12/21/2013	12	201400105
Better World Fund	500,000	1/30/2014	12/21/2013	12	201400106
Big Sur Health Center	20,000	1/30/2014	12/21/2013	12	201400167
Boys & Girls Clubs of Lowcountry, Inc	30,000	1/30/2014	12/21/2013	12	201400107
Boys and Girls Club of Sierra County	25,000	1/30/2014	12/21/2013	12	201400142
Bozeman Youth Initiative	60,000	1/30/2014	12/21/2013	12	201400108
Broadwater County Social Services Committee	10,000	2/20/2014	12/21/2013	12	201400109
Ceres, Inc	100,000	1/30/2014	12/21/2013	12	201400117
Chattahoochee Riverkeeper, Inc	265,000	1/30/2014	12/21/2013	12	201400110
Cimarron Public Schools	20,000	1/30/2014	12/21/2013	12	201400111
Community Action Agency of Southern New Mexico	25,000	1/30/2014	12/21/2013	12	201400101
Community Youth Initiative Advisory Board	30,000	1/30/2014	12/21/2013	12	201400112
Earthjustice	40,000	1/30/2014	12/21/2013	12	201400113
Florida Wildlife Federation	40,000	1/30/2014	12/21/2013	12	201400146
Gallatin Gateway Youth Group	34,000	1/30/2014	12/21/2013	12	201400114
Georgia Forestwatch, Inc	20,000	1/30/2014	12/21/2013	12	201400102
Georgia Wildlife Federation	60,000	1/30/2014	12/21/2013	12	201400126
Global Green USA	50,000	1/30/2014	12/21/2013	12	201400132
Hardtner Community Foundation	15,000	1/30/2014	12/21/2013	12	201400143
Harrison Schools	10,000	1/30/2014	12/21/2013	12	201400179
Helena Education Foundation	30,000	1/30/2014	12/21/2013	12	201400127
Hooker County Community Foundation, Inc	16,000	1/30/2014	12/21/2013	12	201400128
Jacksonboro Community Center	12,000	1/30/2014	12/21/2013	12	201400178
Jefferson County Youth Council	40,000	1/30/2014	12/21/2013	12	201400180
Kearney Area Community Foundation	16,000	1/30/2014	12/21/2013	12	201400120
Klamath Basin Rangeland Trust	30,000	1/30/2014	12/21/2013	12	201400129
National Audubon Society, Inc	50,000	1/30/2014	12/21/2013	12	201400116
New Mexico Environmental Law Center	50,000	9/17/2014	9/17/2013	24	201300306
New Mexico Institute of Mining and Technology	30,000	1/30/2014	12/21/2013	12	201400130
New Mexico Wildlife Federation	30,000	1/30/2014	12/21/2013	12	201400135
Raton Recreation & Education Council	35,000	1/30/2014	12/21/2013	12	201400139
Sandhills Area Foundation, Inc	16,000	1/30/2014	12/21/2013	12	201400148
Service Over Self	30,000	1/30/2014	12/21/2013	12	201400141
Sheridan Public School District #5	10,000	1/30/2014	12/21/2013	12	201400100
South Dakota Community Foundation	67,500	1/30/2014	12/21/2013	12	201400121
Southern Environmental Law Center	120,000	2/13/2014	12/21/2013	12	201400134
The Nature Conservancy, Inc	50,000	1/30/2014	12/21/2013	12	201400124
The Nature Conservancy, Inc	35,000	1/30/2014	12/21/2013	12	201400131
Theodore Roosevelt Conservation Partnership, Inc	250,000	1/30/2014	12/21/2013	12	201400136
Town of Lima	10,000	2/20/2014	12/21/2013	12	201400125
Trout Unlimited	150,000	1/30/2014	12/21/2013	24	201400145
Trust for Public Land	75,000	1/30/2014	12/21/2013	12	201400137
Turner Endangered Species Fund, Inc	509,250	2/5/2014	12/21/2013	12	201400170
University of Georgia Research Center	30,000	1/4/2014	12/22/2011	36	201200174
Wilderness Society, Inc	30,000	1/30/2014	12/21/2013	12	201400138
Winter Wildlands Alliance, Inc	100,000	1/30/2014	12/21/2013	12	201400133
TOTAL	$3,520,750				