



The Cleveland Foundation

INSTRUMENT OF TRANSFER FOR A DONOR ADVISED FUND

*Creating the _____ Fund of the Cleveland
Foundation*

THIS INSTRUMENT of _____, 20____, is to evidence the transfer and charitable contribution of certain property to The Cleveland Foundation, an Ohio public benefit corporation referred to as *the Foundation*, and the terms, conditions, and purposes of the transfer.

1. Contribution. The undersigned Donor(s), _____ (and _____), has (have) irrevocably assigned and conveyed the property described in the attached Schedule A to the Foundation for its public charitable and educational purposes and administration in accordance with and subject to its Articles of Incorporation, Code of Regulations, and policies from time to time in effect, including its variance power.

2. Named Fund. The Schedule A property, all additions made as below provided, and all increments, proceeds, investments, and reinvestments of the same shall comprise a separate donor advised Fund of the Foundation with the name above indicated. The assets of the Fund will be assets of the Foundation and not a separate trust. Any individual or organization may add to the Fund by referring to it expressly in any assignment, conveyance, will, trust instrument, or other instrument of transfer covering the addition, or by oral direction.

3. Distributions; Advisors and Recommendations. Distributions and expenditures may be made in accordance with the spending and other policies of the Foundation in effect from time to time, and on such other terms and conditions as in the judgment of its Board of Directors shall be appropriate from time to time. The individual(s) designated on Schedule B, as amended from time to time in writing signed by the Donor(s) and delivered to the Foundation,

shall act as Advisor(s) for the Fund and shall consult with Foundation staff and make recommendations concerning the amounts, timing, and purposes of grants from the Fund, subject to the foregoing described spending and other policies, terms, and conditions. The recommendations by the Advisor(s) shall be in writing, signed by the Advisor(s), and delivered to the Foundation. The Foundation shall have no duty to inquire whether the recommendation(s) have been authorized by any other Advisor(s). The Foundation will give careful and thoughtful attention to the recommendations of the Advisor(s), but the Donor(s) acknowledge(s) that the recommendations will be advisory only and not binding on the Foundation.

The Foundation may make grants from the Fund as if there were no provision for Advisors: (i) if and so long as the Advisor(s) from time to time serving fail(s) to make recommendations in a timely manner under the policies, terms, and conditions of the Foundation; (ii) while no Advisor is serving; and (iii) after all designated Advisors have resigned or otherwise ceased to serve. In these circumstances, Donor(s) request(s) that grants attributable to the Fund be made for the following purposes of the Foundation: _____

_____.

4. Acknowledgment. The Donor(s) request that distributions attributable to the Fund be made in the Fund's name. The Foundation may include the name of the Fund and the name of the Donor(s) in its annual report.

5. Termination. The Foundation shall have the option to terminate the Fund if the annual asset value in each of two consecutive calendar years is less than Ten Thousand Dollars (\$10,000). Upon the Fund's termination, the principal and undistributed income of the Fund shall be distributed from the Fund to The Cleveland Foundation and shall become part of The Cleveland Foundation's general endowment, subject to its unrestricted use or distribution

thereafter. On the date of death of the last surviving Advisor designated on Schedule B, if the sum of the principal and undistributed income exceeds Ten Thousand Dollars (\$10,000), it shall be known as the _____ Fund of The Cleveland Foundation, an unrestricted fund of The Cleveland Foundation.

6. Management. The Foundation shall have exclusive control over the investment, reinvestment, and management of assets comprising the Fund. Donor(s) may express Donor(s) preference for the initial investment option or investment manager for the Fund by completing Schedule C. Donor(s) acknowledge(s) that any preference expressed is advisory only and that the Foundation may change, add, or dismiss investment options and investment managers from time to time. If the Donor(s) do(es) not indicate a preference, the Foundation shall select The Cleveland Foundation Investment Pool or an investment firm or bank.

7. Fee. The Foundation shall be entitled to an annual fee for the administration of the Fund in accordance with the Foundation's fee policy in effect from time to time.

Executed by the Donor(s) and the Foundation and effective as of the date above indicated. The Foundation acknowledges receipt of the Schedule A property.

DONOR(S)

Signature

Date: _____

Signature

Date: _____

THE CLEVELAND FOUNDATION

Name: _____

Title: _____

Date: _____

SCHEDULE A

The following described property has been transferred to The Cleveland Foundation under the foregoing Instrument of Transfer:

SAMPLE

SCHEDULE B

Designations of Advisors for the Fund. During their (his) (her) lifetime, the Donor(s) shall be the Advisor(s) for the Fund.

In addition, the following individual(s) shall be (an) Advisor(s) for the Fund:

<input type="checkbox"/> Concurrent Advisor*	<input type="checkbox"/> Successor Advisor**	<input type="checkbox"/> Concurrent Advisor*	<input type="checkbox"/> Successor Advisor**
Name		Name	
Mailing Address		Mailing Address	
City	State	Zip	
Home Phone Number		Home Phone Number	
Other Phone Number		Other Phone Number	
Relationship to Donor(s)		Relationship to Donor(s)	

* A Concurrent Advisor is authorized to recommend, with or in addition to Donor(s), grants during a Donor(s)'s lifetime.

** A Successor Advisor is authorized to recommend grants following the Donor(s)'s lifetime, or in the event the Donor is incapable of doing so.

DONOR

DONOR

Signature

Signature

Date

Date

SCHEDULE C

Preference for Investment Management. Donor(s) prefer that the investment management for the Fund initially be handled as follows. If the Donor(s) do(es) not indicate a preference, the Foundation shall select The Cleveland Foundation Investment Pool or an investment firm or bank. **[Check One]**

The Cleveland Foundation Investment Pool

The Cleveland Foundation and its investment advisors have developed an investment pool well suited for capital appreciation with the appropriate level of income to permit current distributions.

Mutual Funds

The Cleveland Foundation
Vanguard Pooled Fund

Vanguard Socially
Responsible Fund

Firms and Banks

The Cleveland Foundation has engaged a number of investment firms and banks to manage assets. Donor(s) may indicate a preference for an investment firm or bank from the list below.

[Check one only if "Firms and Banks" is checked above.]

Baird Asset Management

JPMorgan Chase Bank, NA

BDS Financial Services

KeyBank

Carnegie Capital

Merrill Lynch

Fairport Asset Management, LLC

Northern Trust Company

FirstMerit Bank

PNC

Glenmede Trust Co., NA

UBS Financial Services

Hartland & Co.

U.S. Bank, NA

Huntington National Bank

Wells Fargo

Other _____