

Instrument of Transfer for Beneficiary Designation
for
**The San Diego Foundation
Pooled Income Fund III**

This Agreement is made and entered into between _____ (hereinafter called "Donor"), **THE SAN DIEGO FOUNDATION** (hereinafter called "Donee"), and **CITY NATIONAL INVESTMENTS** (hereinafter called "Trustee").

1. The Donee and the Trustee acknowledge receipt by the Trustee of the property listed on Exhibit "A," attached hereto and incorporated herein by this reference, as an irrevocable transfer from the Donor, constituting an irrevocable gift of the remainder interest to Donee, which property and all additions thereto shall be held and administered in trust as hereinafter provided.
2. The property transferred by the Donor shall become a part of **THE SAN DIEGO FOUNDATION POOLED INCOME FUND III** and shall be held, managed, and distributed in accordance with **THE SAN DIEGO FOUNDATION POOLED INCOME FUND III Trust Agreement**, which is incorporated herein by this reference.

In accordance with Section 3.2 of said **THE SAN DIEGO FOUNDATION POOLED INCOME FUND III Trust Agreement**, the Donor makes the following designations:

- a. _____ shall be the sole **Income Beneficiary**, with net income, as defined in **Article V** of the **Trust Agreement**, payable to such person during such person's lifetime.
- b. _____ shall be joint **Income Beneficiaries** with net income, as defined in **Article V** of the **Trust Agreement**, payable in equal parts to all of said persons while living and in equal parts to all of the survivor(s) among them during his, her or their respective lifetimes, until the last is deceased.
- c. _____ shall be consecutive **Income Beneficiaries**, each life **Income Interest** to commence upon the termination of the preceding life **Income Interest**, the succession to occur in the same order as the **Beneficiaries** are listed. In the event that more than one name is listed on the same line, the persons so listed shall be joint **Income Beneficiaries** with **Income**, as defined in **Article V** of the **Trust Agreement**, payable in equal parts to all such persons while living and in equal parts to all the survivor(s) among them during his, her or their respective lifetimes, until all persons listed on the line are deceased.

4. The Donor hereby declares that the transfer described above is irrevocable and is not subject to amendment or modification by the Donor; provided, however, the Donor hereby retains the power, exercisable only by will, to revoke or terminate the Income Interest of any designated Income Beneficiary (other than the public charity). It is the intention of the Donor that this gift qualify as a "Pooled Income Fund" gift as defined in Section 642(c)(5) of the Internal Revenue Code of 1954, as amended, and this instrument and the Trust Agreement above described shall be so interpreted.

5. Upon the death of the last surviving Income Beneficiary designated above, the Trustee shall sever from THE SAN DIEGO FOUNDATION POOLED INCOME FUND III the property upon which the Income Interest is based and transfer it to the Donee to be used in the manner provide below:

- If this box is checked, the property so severed and transferred to the Donee and the income therefrom shall be used in such manner as the Board of Governors of the Donee may direct for the general uses of the Donee.

- If this box is checked, the property so severed and transferred to the Donee shall be added to the _____ Fund maintained by the Donee and shall be held, administered, and distributed as a part of said Fund.

- If this box is checked, the property so severed and transferred to the Donee shall thereafter constitute a permanent endowment fund, such property to be kept by the Donee among its investments and the annual income therefrom used as follows: _____

- If this box is checked, the property so severed and transferred to the Donee shall be added to Pooled Income Advised Non-Endowment Fund, _____ as Fund Advisor.

If the Board of Governors of the Donee determines that the purpose for which this gift is designated is no longer possible or practical, the Board of Governors may designate an alternate use or uses in accordance with THE SAN DIEGO FOUNDATION POOLED INCOME FUND III Trust Agreement and the Bylaws of the Donee. Notwithstanding the Donor intends to establish a permanent endowment fund, the Donor authorizes the Board of Governors of the Donee, in the Board's discretion, to use and apply principal of the fund, in addition to income.

In the event that the Trustee of **THE SAN DIEGO FOUNDATION POOLED INCOME FUND III** duly selects an organization qualified as a public charity under clauses (i) through (vi) of Section 170(b)(1)(A) of the Internal Revenue Code to replace **THE SAN DIEGO FOUNDATION** pursuant to Section 6.6 of the Pooled Income Fund Trust Agreement, all references in this instrument of transfer to **THE SAN DIEGO FOUNDATION** shall henceforth be construed to refer to the replacement organization so selected.

6. No gift, estate, inheritance, or other transfer taxes attributable to the transfer to the Trustee shall be payable from the funds transferred by the Donor to the Trustee or from other assets of **THE SAN DIEGO FOUNDATION POOLED INCOME FUND III**. The Donor hereby covenants and agrees with the Trustee to make appropriate provisions in other estate planning documents, or otherwise, to have all such taxes attributable to the transfers by the Donor paid out of other assets of the Donor and to hold the Trustee and the Donee harmless from all such taxes. Should the Donor fail to make other provisions for the payment of such taxes as required by this paragraph, any beneficial interest generating such taxes shall be contingent upon the payment of any such taxes (including any penalty and interest) by the beneficiary of such interest.

7. This Agreement shall be effective only upon execution by the Trustee.

8. Donor acknowledges receipt of a copy of this Instrument, a copy of **THE SAN DIEGO FOUNDATION POOLED INCOME FUND III** Trust Agreement, and a copy of **THE SAN DIEGO FOUNDATION POOLED INCOME FUND III** Disclosure Statement.

Executed on: _____, 19 _____, at _____, California.

Donor

THE SAN DIEGO FOUNDATION
Donee

CITY NATIONAL BANK
Trustee

By _____

By _____

By _____

By _____

EXHIBIT "A"

Consent of Donor's Spouse

I, _____, certify that I am the spouse of the Donor in the foregoing Instrument of Transfer for Beneficiary Designation, and that I have read the instrument and understand all of its provisions. I approve the said Instrument in all particulars and consent that all property originally or hereinafter placed in **THE SAN DIEGO FOUNDATION POOLED INCOME FUND III** shall be held, managed and distributed by the Trustee as provided in the foregoing Instrument of Transfer for Beneficiary Designation and **THE SAN DIEGO FOUNDATION POOLED INCOME FUND III Trust Agreement**.

Dated: _____

Signature: _____

THE SAN DIEGO FOUNDATION - POOLED INCOME FUND III

DONOR INFORMATION SHEET

NAME: _____ **DATE OF BIRTH:** _____

ADDRESS: _____

TELEPHONE: _____ **CITIZENSHIP:** _____ **SSN:** _____

NATURE OF GIFT: _____

AMOUNT OF GIFT: _____

DATE ACQUIRED BY DONOR: _____

DATE OF GIFT: _____

BASIS OF DONOR: _____

Choose One:

- It is my wish that TSDF notify the organization(s) that will ultimately benefit.
- I prefer that TSDF does not notify the organization(s) at this time.

INCOME BENEFICIARY

NAME: _____ **SOCIAL SECURITY NO:** _____

ADDRESS: _____ **DATE OF BIRTH:** _____

