

Agreement Establishing the Collier Arborist Training Trust Fund

The undersigned, M. Janet Bornancin, as President and Chief Executive Officer and on behalf of the Tree Research and Education Endowment Fund (“Donor”), and The Chicago Community Foundation (“Foundation”), an Illinois not-for-profit charitable corporation, agree to establish a separate fund on the books and records of the Foundation to be known and commonly referred to as the Collier Arborist Training Trust Fund (“Fund”). The Donor and any other person may from time to time transfer additional property to the Foundation under this Agreement and all contributions made under this Agreement shall be irrevocable. The Fund created hereunder shall be held, administered, and distributed solely for the general charitable purposes of the Foundation, subject to the Articles of Incorporation of the Foundation, and the provisions of this Agreement.

Now, therefore, in consideration of the premises, the parties hereto do hereby agree as follows:

1. The Board of Directors of the Foundation (“Board of Directors”) shall distribute the net income and principal of the Fund to such one or more organizations described in Section 170(b)(1)(A) of the Internal Revenue Code of 1986, as amended (the “Code”), other than a “disqualified supporting organization” within the meaning of Section 4966(d)(4) of the Code, which are organized and operated for one or more purposes described in Section 170(c)(2)(B) of the Code within and without metropolitan Chicago as may be determined in the sole discretion of the Foundation’s Board of Directors to be in furtherance of the purposes of the Foundation.
2. The charitable mission of the Fund is to foster, promote and support the teaching of practical applied arboriculture in the greater Portland area, the Pacific Northwest, and beyond as resources allow. The Advisors may recommend grants to best fulfill this charitable mission and it is not the desire of the Donor or the Advisors that this Fund exist in perpetuity.
3. The initial Advisors shall be Terrill Collier, Janet Collier, Logan Collier, Mark Tobin, John Hendricksen, and the President and CEO of the Tree Research and Education Endowment Fund, acting by unanimous action only. The primary contacts for the Fund to the Foundation shall be the President and CEO of the Tree Research and Education Endowment Fund and Logan Collier. The primary contacts for the Fund may jointly act on behalf of the other advisors. If for any reason the initial Advisors fail or cease to act as Advisor, then Quentin Collier shall act as the successor Advisor. The term “Advisor” shall be deemed to mean and refer to the initial and each successor Advisor or Co-Advisors, as the case may be, acting from time to time hereunder.
4. The Board of Directors shall from time to time consult with the Advisor regarding distributions of the net income and principal of the Fund as provided in this Agreement. The recommendations of the Advisor regarding distributions from the Fund shall be advisory only, and the Board of Directors shall

not be bound by such recommendations and shall retain exclusive legal control over all property owned by the Fund and the income derived therefrom.

5. At such time as the initial Advisors and all successor Advisors shall fail or cease to act as Advisor, all assets of the Fund shall thereafter be distributed to the Tree Research and Education Endowment Fund for general purposes, after which the Fund shall be closed. If the Tree Research and Education Endowment Fund is not in existence, then the Foundation will distribute all assets of the Fund to organizations with a similar mission as highlighted in Section 2 of this Agreement, after which the Fund shall be closed.
6. Subject to the provisions of this paragraph, the Donor may, from time to time, recommend amendments to this Agreement, including, but not limited to, amendments to change the name of the Fund, to remove or replace an Advisor, to add successor Advisors, to change the authority granted to a successor Advisor or to change the Fund's charitable purpose; provided, however, that any such recommendation shall be made by the Donor by an instrument in writing signed by the Donor and delivered to the Foundation; provided, further, however, that any such recommendation of the Donor regarding amendments to this Agreement shall be advisory only, and the Foundation shall not be bound by such recommendations and such amendments shall be made in the sole discretion of the Foundation.
7. The following provisions shall apply to the Fund:
 - a. All grant recommendations shall be in writing in accordance with the policies of the Foundation from time to time in effect.
 - b. No distribution of net income or principal from the Fund shall be used to satisfy any charitable pledge made by, or legal obligation of, the Donor or Advisor.
 - c. No distribution of net income or principal from the Fund shall be made if such distribution would result in the imposition of any tax described in Sections 4966 or 4967 of the Code.
 - d. The Foundation shall not retain in the Fund any "excess business holdings" as defined in Section 4943 of the Code.
 - e. The Foundation, Donor, and any Advisor shall not engage in any "excess benefit transaction" as defined in Section 4958(c) of the Code, with respect to the Fund.
8. It is understood that the Fund may be charged regularly for direct and indirect expenses attributable to the maintenance of funds of this type and in accordance with the policies of the Foundation from time to time in effect.
9. It is intended that the Fund shall qualify as a donor advised fund within the meaning of Section 4966(d)(2) of the Code and that nothing in this Agreement shall affect the status of the Foundation as an organization described in Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and the Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention.

IN WITNESS THEREOF, this Agreement has been executed and shall be effective as of the date below first written.

TREE RESEARCH EDUCATION AND ENDOWMENT FUND:

By _____
M. Janet Bornancin, as President and CEO of the
Tree Research and Education Endowment Fund

Date _____

ACCEPTED BY THE CHICAGO COMMUNITY FOUNDATION:

By _____
Terry Mazany, President and CEO

Date _____