

INSTRUMENT OF TRANSFER

COPY

The Anthony Community Foundation
c/o Donald D. Jensen
423 North Lincoln
Anthony, Kansas 67003

01/15/01

(Date)

To establish The Anthony Community Foundation Grant Matching Fund (hereinafter called the "Fund"), we hereby transfer, convey and pay over to The Anthony Community Foundation (the "Community Foundation"), as a contribution, the following sum:

\$250,000

The Community Foundation is authorized to accept additional contributions to the Fund, provided, however, that the portion of the Fund contributed hereby shall remain wholly segregated and traceable, as shall the income from this contribution, and this contribution shall be maintained and disbursed according to the directions of this Instrument without regard to any different or additional instructions, or lack thereof, attributable to any additional contribution to the Fund from any other source.

We desire that the annual net income from this contribution be used to benefit the greatest number of all of the citizens of the City of Anthony and for such other purposes as the Advisory Committee may hereafter direct, provided, further, that each such use, accumulation or distribution shall be made, held or distributed in a manner not inconsistent with the Last Will and Testament of Wayne F. Dennis, deceased.

An Advisory Committee (hereinafter called the "Advisory Committee") shall recommend distributions and disbursements from the income from the Fund, monitor uses of such disbursements and recommend to the Board of Directors of the Community Foundation such other actions as it deems appropriate under such rules or procedures as the Advisory Committee may adopt. The Community Foundation may act, with respect to the income from these segregated funds, upon receiving the written recommendation of the Advisory Committee. Further, the Donor and the Community Foundation agree, for purposes of this provision and for purposes of construction of this Instrument of Transfer, that the Community

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Foundation shall be in full compliance with this provision and Instrument, if, annually, and in no event less often than each three (3) years, the Community Foundation shall disburse substantially all of the net income accrued and then undistributed, to the Donor, for distribution by the Donor in a manner not inconsistent with the Last Will and Testament of Wayne F. Dennis, deceased.

The annual net income may be defined as interest and dividend income from the segregated fund. No administrative expense or charge shall be assessed against this separate, segregated fund nor reduce the income from the Fund subject to distribution on recommendation of the Advisory Committee.

The Advisory Committee shall consist of not more than ten (10) citizens of the City of Anthony, Kansas, such members to be designated by the Governing Body of the City of Anthony. It is understood that the Advisory Committee is accountable to both the City of Anthony, Kansas, and the Board of Directors of the Community Foundation to recommend distributions consistent with the purpose of the Fund and which distributions shall not be inconsistent with the provisions of the Last Will and Testament of Wayne F. Dennis, deceased. All Advisory Committee members must be approved by the Board of Directors of the Community Foundation. No member of the Advisory Committee shall serve for longer than a three (3) year term. Not less than one-third (1/3rd) of the initial members of the Advisory Committee shall be appointed to a one (1) year term. Not less than one-third (1/3rd) of the initial members shall be appointed to a two (2) year term, and the remaining initial members shall be appointed to a three (3) year term. Thereafter, each member designated and approved shall serve a three (3) year term. The initial Advisory Committee members are identified and the length of their initial terms are set forth on the attached Exhibit "A". Notwithstanding anything found elsewhere in this Instrument, this Instrument shall not be construed to provide that the composition of the Advisory Committee need necessarily be different or be comprised of persons other than those of the group formed under provisions of the Last Will and Testament of Wayne F. Dennis, deceased, nor shall this Instrument be construed to provide that the disbursements from the net income of this fund need necessarily be different or other than those suggested by the group formed under provisions of the Last Will and Testament of Wayne F. Dennis, deceased.

We are familiar with and accept the terms, definitions and procedures of Article VI, Sections 6.1 through 6.10, inclusive, By-Laws of the Anthony Community Foundation, such Article being

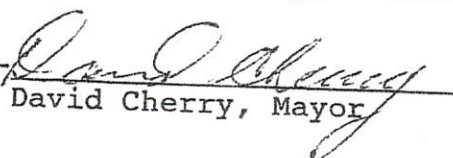
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entitled "Gifts To The Foundation". We also understand that the Community Foundation, through its Board of Directors, reserves the right to make final decision regarding distributions from the income from the Fund, provided, however, that no use or distribution of said income from the Fund shall be inconsistent with the terms, conditions and restrictions contained in the Last Will and Testament of Wayne F. Dennis, deceased; and provided, further, that the Community Foundation shall, upon written direction from the Governing Body of the City of Anthony delivered to the Community Foundation, disburse the income from the Fund in accordance with such written direction from the Governing Body of the City of Anthony unless the Community Foundation, through its Board of Directors, finds the disbursement so directed to be in contravention of the charitable purposes of the Anthony Community Foundation, as set forth in its Charter and/or By-Laws. In that event, then, the Anthony Community Foundation may, nonetheless, acquit itself for such income disbursement by making a general disbursement of the entirety of such income, then held and undisbursed, to the City of Anthony, Kansas, as a governmental entity benefiting the Anthony Community. No transfer from the City to the Foundation, nor from the Foundation to the City, shall relieve either of the duty of compliance with the conditions and restrictions of the Last Will and Testament of Wayne F. Dennis, deceased, as construed by the District Court. All investment of the principal of such Fund shall be made by the Community Foundation in investments which are not inconsistent with the Last Will and Testament of Wayne F. Dennis, deceased, as construed by the District Court of Harper County, Kansas. In the event that the Board of Directors of the Community Foundation determines that continued distributions for the above specified purposes have become unnecessary, obsolete, incapable of fulfillment, impractical or inconsistent with the Community's needs, the Community Foundation may, at the discretion of the Advisory Committee and of the Board of Directors of the Community Foundation, return or refund the principal contribution made hereby, plus income accrued and undistributed, to the original donor, in which case the Community Foundation may take the donor's receipt therefor and shall thenceforth be relieved of all obligation, restriction or direction imposed by this instrument.

Sincerely,

The City of Anthony, Kansas

by


David Cherry, Mayor

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Exhibit "A"

INITIAL ADVISORY COMMITTEE MEMBERS

WAYNE DENNIS FUND COMMITTEE
Appointed by Anthony City Commission
2-14-2000

<u>Name(s)</u>	<u>Expiration Date of Initial Term</u>
Debbie Hatfield (chrprsn)	2003
Terry Ball	2003
Eleanor 'Faye' Williams	2002
Roger Koeppen	2002
Beth Bird	2001

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ACCEPTED, this 15th day of January, 2001.

The Anthony Community Foundation

by- Donald Jensen
President