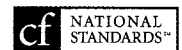


Boulder Junction Community Foundation Inc.
PO BOX 675
Boulder Junction WI 54512

Dear Ms. Wheeler:

The Boulder Junction Community Foundation Inc ("BJCF"), a Wisconsin nonstick corporation shall deliver on or about October 10, 2010 to the Community Foundation of North Central Wisconsin, Inc. ("Foundation"), assets in the amount of \$300.00, intended to establish the fund hereinafter described. It is their request that this grant, together with any additional grants, which may hereafter be made by "BJCF" or other donors to the fund hereafter described, be used to establish and maintain a component fund (the "Fund") of the Foundation to be held and administered by the Foundation as follows:

1. The Fund shall be known as the **Boulder Junction Community Foundation Restricted Endowment Fund** and shall be identified as such by the Foundation in the course of the administration and distribution thereof. It shall be structured as a designated fund, a component fund of the Foundation whose beneficiaries have been specified by a donor or a governing board.
2. The designated purpose of the Fund is to create a permanent source for funding distributions for such charitable purposes consistent with those specified in the Articles of Incorporation and Bylaw of the BJCF as now exist (or may be hereafter amended.) Payouts to beneficiaries of the fund are made for such purposes consistent with those set forth in the Foundation's Articles and Bylaws as now exist or may hereafter be amended. Payouts are based on a percentage of the total assets of the fund. This percentage is a portion of the total return of the fund, with the remaining portion left to allow the fund to grow. However, the Board of Directors of the Foundation may, if it determines unusual circumstances exist which make it advisable to invade principal, authorize distributions from the principal of the Fund for the designated purpose of the Fund.
3. An Advisory Committee, designated by the Foundation, shall be responsible for setting the guidelines for distributions from the Fund and shall advise the Foundation as to the amount and timing of such distributions. The Foundation shall review the proposed distributions to ensure they are not inconsistent with the Foundation's Articles and Bylaws as amended and are in compliance with the designated purpose of the Fund. If deemed appropriate, the Foundation may request evidence of authorization by the party executing this agreement to direct the amount and timing of distributions from the Fund.



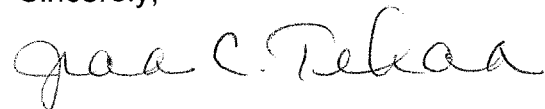
Confirmed in compliance with National
Standards for Community Foundations

4. Notwithstanding anything herein to the contrary, the Fund shall at all times be held and administered in accordance with the provisions of the Articles and Bylaws of the Foundation which are hereby accepted and agreed to by the undersigned, including those provisions relating to amendment, termination and variance from donors' direction. The undersigned acknowledges that under the provisions of the Articles and Bylaws, and as required by regulations promulgated pursuant to the Internal Revenue Code of 1986, as amended, the Foundation has explicit authority to redirect the assets of any fund it administers. However, the Community Foundation does not anticipate exercising such authority unless, in the opinion of the Board of Directors, the purposes for which the fund was established become unnecessary, incapable of fulfillment, or inconsistent with the needs of the community.

5. It is intended that the Fund shall be a component part of the Foundation and that nothing in this agreement shall affect the status of the Foundation as an entity that is a qualified charitable organization. This agreement shall be interpreted in a manner consistent with this intention and so far as to conform to the requirements of the Internal Revenue Code and any regulations promulgated pursuant thereto applicable to the intended status of the Foundation.

If the foregoing is acceptable to you, kindly so indicate by dating and signing the enclosed copy of this letter in the space provided and return it to the Foundation. Upon such acceptance, this letter will constitute our agreement with respect to the Fund and all prior discussions or agreements concerning the fund are merged herein and made a part hereof.

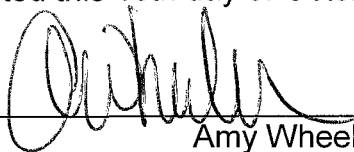
Sincerely,



Jean C. Tehan
Executive Director

Accepted this 10th day of October, 2010.

By: _____



Amy Wheeler, President

On behalf of: Boulder Junction Community Foundation, Inc.
Organization