

[To Be Used Only With Advice of Counsel]  
[TWO LIVES, CONCURRENT AND CONSECUTIVE INTERESTS]

**INSTRUMENT OF TRANSFER**  
**TO**  
**THE SCOTTISH RITE FOUNDATION POOLED INCOME FUND**

THIS INSTRUMENT OF TRANSFER is dated \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_ (the "Donor") and Comerica Bank, N. A. ("Trustee").

**RECITALS:**

- A. By Declaration of Trust dated June 20, 1991, as amended, a copy of which is attached hereto and the provisions of which are incorporated herein by reference (the "Declaration of Trust"), the Scottish Rite Foundation, Southern Jurisdiction, U.S. A., Inc., a Maryland non-stock corporation (the "Foundation"), created The Scottish Rite Foundation Pooled Income Fund (the "Fund"). The Fund was created to receive, manage, and invest property transferred to it by donors who contribute an irrevocable remainder interest in such property to the Foundation and who retain an income interest for the life of one or more beneficiaries living at the time of the transfer.
- B. The Foundation hired the Trustee to manage the Fund. The Donor desires to transfer property to the Fund, and the Trustee is willing to accept such property, on the terms set forth in this Instrument of Transfer.

NOW, THEREFORE, the parties agree as follows:

1. Transfer of Property. The Donor has transferred and delivered to the Trustee the property described on the Schedule attached to this Instrument of Transfer (the "Property"), and the Trustee acknowledges receipt of the Property. The Trustee shall hold the Property in trust as a part of the Fund, to be invested, reinvested and distributed in accordance with the Declaration of Trust.
2. Life Income Interest. The income interest attributable to the Property transferred shall be paid as follows:
  - (a) 50 % to me during my lifetime, and 50 % to \_\_\_\_\_ during his lifetime. After the death of the first income beneficiary to die, the survivor shall be entitled to the entire income. However, I reserve the right to revoke, solely by my Will, \_\_\_\_\_'s income interest.
  - (b) 50% to \_\_\_\_\_ during her lifetime, and 50% to me during my lifetime. After the death of the first income beneficiary to die, the survivor shall be entitled to receive the entire income. However, I reserve the right to revoke, solely by Will, the income interest of either or both beneficiaries.

3. Termination of Income Interest. Upon the termination of the income interest, the Trustee of the Fund shall sever from the Fund an amount equal to the value of the remainder interest in the transferred Property and transfer it to the Foundation:

- \_\_\_ (a) For its general uses and purposes.
- \_\_\_ (b) For the following charitable purpose(s):

\_\_\_\_\_.

However, if it is not possible or practicable for the Foundation in its sole discretion to use the severed amount for the specified purpose(s), then it may be used for the general purposes of the Foundation.

4. Effective Date. This instrument and the transfer of Property made pursuant to this Instrument of Transfer shall be effective after acceptance by the Donor and Trustee.

IN WITNESS WHEREOF, Donor and Trustee, by its duly authorized officer, have signed this Instrument of Transfer on the date previously set forth.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_ [seal]  
\_\_\_\_\_, Donor

\_\_\_\_\_

\_\_\_\_\_ [seal]  
\_\_\_\_\_, Donor

ATTEST:

COMERICA BANK, N.A.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule of Assets Transferred**