General Endowment Gift Agreement

GIFT AGREEMENT
BETWEEN

[___]

AND

NORTHWEST FLORIDA CHILDREN'S FOUNDATION, INC.

This Gift Agreement (this "Agreement"), effective as of the xx day of xx, 2026 (the "Effective Date"), is made and entered into by and between ____________________ (the "Donor(s)") and the NORTHWEST FLORIDA CHILDREN'S FOUNDATION, INC., a Florida not for profit corporation qualified as an exempt organization under 501(c)(3) of the Internal Revenue Code of 1986 and the applicable treasury regulations as they now exist or may hereafter be amended, whose tax identification number is: 20-4475403 ("NFCF").

1. Gift. The Donor(s) hereby pledge the sum of $[__] (the "Gift") to be used for the Purpose (as outlined and defined in Section 4 below) as follows:

   ___ An irrevocable pledge and will be made to NFCF in installments pursuant to the schedule set forth below, with Donor recognizing that NFCF will rely upon this pledge when making expenditures, entering contracts, making grants to other charitable organizations, and engaging in other activities;

   - $_____xxx________ gift by ___xx/xx/xxxx_______ (Date)
   - $_____xxx________ gift by ___xx/xx/xxxx_______ (Date)
   - $_____xxx________ gift by ___xx/xx/xxxx_______ (Date)

   The Donor(s) has the option of fulfilling the pledge in its entirety at any point prior to the due date of the last installment; or

   ___ A one-time, outright charitable contribution to NFCF.

2. Deferred Gift. In addition to or in place of the current Gift, Donor(s) agree to make an irrevocable deferred gift at a minimum amount of $__________________ to be paid to NFCF for the Purpose upon the death of the last surviving Donor (which minimum amount shall include any portion of the pledge that remains unfulfilled as of the date of Donor's death and shall be included in the funds established by this Agreement). Donor(s) agrees to include the foregoing deferred gift commitment in Donor(s) estate plan and that this Agreement is intended to be binding upon Donor(s), their successors and assigns, and their estate for the benefit of and enforceable by NFCF.

3. Additional Gifts. NFCF and the Donor(s) agree that the Donor(s) have the right to make additional donations, either by gift or bequest, to NFCF for the Purpose which shall be included in the funds established by this Agreement.

NORTHWEST FLORIDA CHILDREN'S FOUNDATION

4. Purpose. The Gift will provide financial support for a General Endowment Fund (the "Purpose"), which General Endowment Fund (the "Endowment Fund") will support the operations of NFCF in furtherance of its mission to "connect the community and a network of charities to benefit children in need in Northwest Florida" ("Mission"). Donor(s) acknowledges that the Endowment Fund is subject to the provisions of the Florida Uniform Prudent Management of Institutional Funds Act ("Act"), F.S. 617.2104 and the Florida Prudent Investor Rule, F.S. 518.11, copies of which may be obtained at https://bit.ly/FLSTATUTES. Donor(s) acknowledges that the investment of the Endowment Fund, or separate pools of assets in the Endowment Fund, as authorized by the Act, may be delegated by the Finance Committee of NFCF (the "Finance Committee") to one or more external agents. Donor(s) acknowledge that the investment of the Endowment Fund will be performed according to NFCF's Investment Policy for long-term investments, which shall serve as the governing policy for the investment of the Endowment Fund and shall be communicated to any external agents hired by the Finance Committee to manage investments in the Endowment Fund. A copy of NFCF's long-term investment policy is available upon request. Donor(s) acknowledges that, consistent with generally accepted accounting principles, the Endowment Fund shall be segregated on the books of NFCF, although its assets may be pooled with other NFCF assets for investment purposes.

5. Endowment Fund Distributions. Donor(s) acknowledge that unless otherwise directed by the Finance Committee or the NFCF board of directors (the "Board of Directors"), the Endowment Fund will distribute to NFCF an annual amount ("Annual Distribution") each fiscal year equal to four percent (4%) of the value of the Endowment Fund to use by NFCF in support of the Mission, subject to the following provisions:

a) Rolling Average. The computation of the Annual Distribution amount shall be based on a three-year rolling average of the value of the Endowment Fund as of the end of each prior fiscal year.
b) Separate Donor Funds. The Finance Committee will specify the separate amounts from the Annual Distribution that must be allocated as required by the terms of each donor agreement.
c) Partial Distributions. The payment of the Annual Distribution may be made in one lump sum or in a series of distributions as determined by the Finance Committee in its discretion.
d) Net of Fees. In computing the Annual Distribution, the determination of the value of the Endowment Fund as of the end of the prior fiscal year shall be made net of investment management fees that are allocable to that fiscal year and net of NFCF's annual administration fee of 1.5%.
e) Unitrust Concept. By providing an Annual Distribution measured as a percentage of the value of the Endowment Fund rather than distributing the income of the Endowment Fund, the Finance Committee seeks to allow a greater focus on total return investing as encouraged by the Act and by the Prudent Investor Rule, with the ultimate aim of preserving and growing the underlying value of the Endowment Fund.

Allocation of Distributions. Except as otherwise required by the terms of the Donor(s) in this Agreement, NFCF may allocate the balance of the Annual Distribution as the Board of Directors determines in its discretion.

Additional Distributions. Except as otherwise restricted by the terms of the Donor(s) in this Agreement, the Board of Directors, by a majority affirmative vote, may authorize additional distributions from the Endowment Fund to NFCF's general operating funds as it determines in its discretion. It is the hope, but not legal direction, that the Endowment Fund will not be expended beyond the Annual Distribution for general operating purposes but rather only for emergencies when the continued viability of NFCF is at risk.

6. <u>Failure of Gift Purpose</u>. If NFCF's Board of Directors determines, in its sole and absolute discretion, that all or part of the Gift cannot at some time in the future be usefully or practically applied to the Purpose, if the Purpose cannot be achieved because of an unforeseeable change in circumstances, or if NFCF shall no longer be organized to raise, receive and maintain funds exclusively for charitable purposes that benefit children in need in Northwest Florida, then NFCF shall consult with Donor(s) if living, or the person designated by Donor(s) estate, if deceased, by providing written notice to the last known address of such person. If the Donor(s) or designee fails to respond within ninety (90) days of such notice, or if NFCF is unable to locate the Donor(s) or designee after reasonable efforts, then NFCF may, in its sole discretion, apply the remaining Gift to programs consistent with the Mission. If the Donor(s) or designee timely responds, the Donor(s) shall have the option of either: (a) receiving a reimbursement of that portion of the Gift contributed to date (without interest) that has not be distributed from the Endowment Fund, or (b) instructing NFCF to (i) use the Gift in support of programs consistent with the Mission or (ii) if NFCF shall no longer be organized to raise, receive and maintain funds exclusively for charitable purposes that benefit children in need in Northwest Florida, to distribute the Gift to another organization that benefits children in need in Northwest Florida that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 and the applicable Treasury Regulations as they now exist or may hereafter be amended.

7. <u>Recognition</u>. In consideration for the Gift, the Donor(s) will be recognized as Donor(s) associated with the Endowment Fund in any placed signage or in publicly distributed listings such as in Annual Reports or on the website, unless the Donor specifies anonymity. Notwithstanding anything to the contrary herein, NFCF may terminate its obligations and all rights and benefits of the Donor(s) under this provision, including all recognition rights if (a) the Donor(s) fails to timely make any portion of the Gift, or (b) NFCF determines, in its sole and absolute discretion, that the continued association and/or affiliation with the Donor(s) would adversely impact the reputation, image, mission, or integrity of NFCF. Upon any such termination, NFCF shall have no further obligation or liability to the Donor(s) with respect to recognition, and shall not be required to return any portion of the Gift, except as otherwise required in Section 6. For the avoidance of doubt, any such termination of recognition shall not relieve the Donor(s) of any outstanding pledge or payment obligations under this Agreement.

8. <u>Reporting</u>. Donor(s), and such other persons designated by Donor(s) to receive reports on their behalf, are entitled to annual reporting on the investment of and approved expenditures of the Endowment Fund.

9. <u>Binding</u>. This Agreement shall be a binding obligation upon NFCF and the Donor(s) and their respective estates and heirs.

10. <u>Confidentiality</u>. NFCF and the Donor(s) agree that all other information regarding the Gift described in this Agreement will be held in confidence to the extent allowed by law if directed in writing by the Donor(s).

11. <u>Miscellaneous</u>. This Agreement will be governed by and construed in accordance with the laws of the State of Florida. This Agreement constitutes the entire agreement of the parties. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. This Agreement may be executed in counterparts, which when taken together shall constitute a single, binding agreement. In connection with any litigation concerning this Agreement, venue shall lie exclusively in Walton County, Florida, and the prevailing party shall be entitled to recover reasonable attorney fees and court costs, from the non-prevailing party. Signatures hereon transferred by facsimile or email shall be deemed originals for all purposes.

In witness whereof, the Donor(s) and NFCF have executed this Agreement on the Effective Date.

NORTHWEST FLORIDA
CHILDREN'S
FOUNDATION

DONOR(S):	Northwest Florida Children's Foundation, Inc.
______________________________	By: ______________________________
Donor(s) (date)	Karah Fridley-Young, President (date)
______________________________	By: ______________________________
Donor(s) (date)	Doug Ingram, Treasurer (date)

NORTHWEST FLORIDA CHILDREN'S FOUNDATION, INC. IS A 501(c)(3) TAX EXEMPT ORGANIZATION - EIN: 20-4475403. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE, WITHIN THE STATE, 1-800-HELPFLA, OR VIA THE INTERNET AT WWW.800HELPFLA.COM. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

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