



General Endowment Gift Agreement

GIFT AGREEMENT
BETWEEN

AND
NAPLES CHILDREN AND EDUCATION FOUNDATION, INC.

This Gift Agreement (this "Agreement"), effective as of the ____ day of _____, ____ (the "Effective Date"), is made and entered into by and between _____ (the "Donor(s)") and the NAPLES CHILDREN AND EDUCATION FOUNDATION, INC., a Florida not for profit corporation, whose tax identification number is: 65-1001650, located in Naples, Florida ("NCEF").

1. Gift. The Donor(s), in consideration of an abiding interest in NCEF, hereby pledge the sum of _____ (\$xxx,xxx) (the "Gift"). The Gift is, subject to Section 3, below, an irrevocable pledge and will be made to NCEF in installments pursuant to the schedule set forth in Section 5, below. The Donor(s) recognizes that NCEF will rely upon this pledge when making expenditures, entering into contracts, making grants to other charitable organizations, and engaging in other activities.
2. Additional Gifts. NCEF and the Donor(s) agree that the Donor(s) have the right to make additional donations, either by gift or bequest, to NCEF for inclusion in the funds established by this Agreement or for the purpose outlined below. Any such additional donations to the funds established by this Agreement shall not in any way alter the purpose or use of said funds as outlined in Section 3, below.
3. Purpose. The Gift will provide financial support for a General Endowment Fund (the "Purpose"), which will support operations allowing NCEF to further its mission to "support effective, disciplined charitable programs that significantly improve the physical, emotional and educational lives of underprivileged and at-risk children in Collier County, Florida" ("Mission"). Donor(s) acknowledge that the Endowment 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 are attached to this Agreement. Donor(s) acknowledges that the management and investment of the Endowment, or separate pools of assets in the Endowment, as authorized by the Act, may be delegated by the Finance Committee to one or more external agents. Donor(s) acknowledge that the investment of the Endowment will be performed according to NCEF's Investment Policy for long-term investments, which shall serve as the governing policy for the investment of the Endowment and shall be communicated to any external agents hired by the Finance Committee to manage investments in the Endowment. A copy of NCEF's long-term investment policy is attached to this Agreement. Donor(s) acknowledges that, consistent with generally accepted accounting principles, the Endowment shall be segregated on the books of NCEF, although its assets may be pooled with other NCEF assets for investment purposes. Donor acknowledges that unless otherwise directed by the Finance Committee or the Board of Directors, the Endowment will distribute to NCEF an annual amount ("Annual Distribution") each fiscal year equal to four percent (4%) of the value of the Endowment, 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 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 on 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 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 NCEF'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 rather than distributing the income of the Endowment, 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.

Allocation of Distribution. Except as otherwise required by the terms of the Donor(s) in this Agreement, NCEF 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 75% affirmative vote, may authorize additional distributions from the Endowment to NCEF's general operating funds as it determines in its discretion. It is the hope, but not legal direction, that the Endowment will not be expended beyond the Annual Distribution for general operating purposes but rather only for emergencies when the continued viability of NCEF is at risk.

4. Dissolvent. If NCEF'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, or if the Purpose cannot be achieved because of an unforeseeable change in circumstances, NCEF shall consult with Donor(s) if living, and the Donor(s) shall have the option of either: (i) receiving a reimbursement of that portion of the Gift contributed to date (without interest), or (ii) instructing NCEF to use the Gift in support of programs consistent with the Mission and will consult with the Donor(s) or representative in regard to revision of the terms outlined in Section 6 pertaining to recognition.

5. Gift Schedule. Current gifts will be provided by the Donor(s) to NCEF according to the following installment schedule.

- \$xxx,xxx gift by (Date) _____
- \$xxx,xxx gift by (Date) _____
- \$xxx,xxx gift by (Date) _____
- \$xxx,xxx gift by (Date) _____
- \$xxx,xxx gift by (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.

5.5 Deferred Gift Provision. 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 upon the Donor's death. Donor(s) agree that this Agreement is intended to be binding upon ourselves, our successors and assigns and our estate for the benefit of and enforceable by Naples Children & Education Foundation, Inc.

6. Recognition. In consideration for the Gift, the Donor(s) will be recognized as Donor(s) associated with the NCEF General Endowment 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, NCEF may terminate this Agreement and all rights and benefits of the Donor(s) hereunder, including terminating the recognition rights set forth herein, if:

- a. The Donor(s) fails to timely make any portion of the Gift, or
- b. NCEF 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 NCEF.

Upon any such termination, NCEF shall have no further obligation or liability to the Donor(s) and shall not be required to return any portion of the Gift.

7. Reporting. Donor(s) or the Donor's Representative are entitled to annual reporting on the investment and approved expenditures of the General Endowment Fund.

8. Binding. This Agreement shall be a binding obligation upon the Donor(s) and their respective estates and

heirs.

9. Confidentiality. NCEF and the Donor(s) agree that all other information regarding the Gift described in this Agreement will be held in confidentiality as allowed by law unless otherwise directed by and approved by the Donor(s) and NCEF.

10. Miscellaneous. 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 Collier 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 thereof, the Donor(s) and NCEF have executed this Agreement on the Effective Date.

DONOR(S):

NCEF:

(Donor(s) (date)

By: _____
Maria Jimenez-Lara, CEO (date)

(Donor(s) (date)

By: _____
Joan Larson, CFO (date)

By: _____
Max Guinn, Treasurer (date)

THE NAPLES CHILDREN & EDUCATION FOUNDATION IS A 501(c)(3) TAX EXEMPT ORGANIZATION - EIN: 65-1001650. 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. STATE SOLICITATION REGISTRATION NUMBER CH13065.