



**The Florida Nursery, Growers And Landscape Association (FNGLA)  
Action Chapter Gift Agreement**

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This agreement is between the Florida Nursery, Growers And Landscape Association (FNGLA) – Action Chapter (Donor) and the National Foliage Foundation (Foundation).

The Donor, in consideration of its abiding interest in scholarships, pledges to the Foundation the amount of \$25,000. This gift will be added to the existing named endowment, Action Chapter Endowment. This gift, together with any additional properties which may later be brought within the operation of this agreement (Gift), will be held by the Foundation in accordance with this Agreement. The Fund and this contribution has been created for the purposes and uses according to the terms and conditions set forth in this Agreement.

**1. NAME OF FUND:**

In grateful recognition of the Donor's interest in providing scholarships and in the reliance upon this agreement, the Foundation agrees to add this gift to the existing endowment fund known as:

**"The Action Chapter Endowment"**

**2. ADMINISTRATION:**

The Foundation acknowledges receipt of the contribution and agrees to hold and administer the contribution and any subsequent contributions to the endowment fund under this Agreement as a permanent endowment, on the terms and subject to the conditions set forth in the Foundation's governing instruments, including its articles of incorporation and bylaws, as amended from time to time, and any resolutions and procedures from time to time in effect. All the provisions of such governing instruments of the Foundation and such resolution and procedures are incorporated in the Agreement and by this reference made a part hereof.

The Foundation will establish and manage the endowment fund in accordance with the investment policies of the Foundation and use the spendable income for this endowment to support the purpose(s) outlined in the Purpose of Fund.

3. **PURPOSE OF FUND:**

The purpose of the fund is to further carry out the charitable and educational purposes of the Foundation by using the spendable income from the Action Chapter Endowment to financially support scholarships for undergraduate students, graduate students pursuing a career in the horticultural or ag-related industries as well as certification programs that will support the professionalism in the industry by providing qualified individuals.

4. **DISTRIBUTIONS:**

Spending may in certain years include income as well as capital appreciation but should not include the principal.

The spending for a given fiscal year is immediately available, but the Foundation may make grant distributions throughout the fiscal year rather than all at once at the outset of the fiscal year. Amounts available for distribution may also be accumulated in whole or in part for specific purposes.

If, in the best judgment of the Board of Directors of the National Foliage Foundation, all or part of the Gift cannot be used in the manner described in this Agreement, the Board may use the Gift for other research purposes as nearly aligned to the Donor's original intent, after consultation with the Donor if possible, as the Board deems appropriate under the circumstances.

5. **FOUNDATION OWNERSHIP:**

This Fund shall be the property of the Foundation and owned by it in its corporate capacity. In such capacity, the Foundation shall have the ultimate authority and control of all property in the Fund, to make distributions there from for the charitable purposes of the Foundation. Anything herein to the contrary notwithstanding, this Agreement shall be subject to and governed by the articles of incorporation and bylaws of the Foundation, as from time to time amended; and the endowment hereby created shall be held, managed, and used in all respects in accordance with the terms of the governing instruments of the Foundation, as amended from time to time, and resolutions and procedures adopted by the Board of Directors of the Foundation under the authority of its governing instruments.

6. **DISSOLUTION OF FOUNDATION:**

In the unlikely event of the dissolution or other termination of the Foundation, all funds remaining in the endowment shall be paid over to the FNGLA Action Chapter for use as stated herein. In the event that the FNGLA Action Chapter shall not exist, then distribution

shall be made to the state board of the FNGLA, which can carry out the intent of the Agreement

**7. REPORTING:**

The Foundation agrees to post annual progress reports and final research reports to website database and report annual to the Donor or such successor as may be designated by Donor.

IN WITNESS WHEREOF, Donor and the National Foliage Foundation have caused this agreement to be executed by themselves or their duly authorized officers, as of the day and year first above written.

Signed, sealed and delivered as to  
The Donor, in the presence of:

FNGLA Action Chapter Board of Directors      Date: 9/1/09

*John Dan* president      *Ray Britton*  
*Judith A. Guly* Secretary      *Treasurer*  
*Ron J. Wheel*      *[Signature]*

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
 REGINA W. THOMAS

Signed, sealed and delivered as to  
The Foundation, in the presence of:

*Linda Kemell*  
\_\_\_\_\_  
Witness

**FOUNDATION:**

\_\_\_\_\_  
Witness

President of the National Foliage Foundation