



AGREEMENT

THIS AGREEMENT is made on 03/24/2022 (date), by and between **BIG I FOUNDATION** (“Donor” whether one or more) and the **UNIVERSITY OF NEBRASKA FOUNDATION**, a Nebraska nonprofit corporation (“UNF”) for the benefit of the University of Nebraska (“Beneficiary”). The parties hereby agree as follows:

1. **Gift with Pledge.** The Donor irrevocably pledges and promises to pay to UNF the sum of Three Thousand Eight Hundred Twenty-five and no/100 Dollars (\$3,825.00) (the “Gift”) in annual installments as follows:

March 31, 2022	\$1,275.00
December 31, 2022	\$1,275.00
December 31, 2023	\$1,275.00

- a. *Consideration and Acceptance.* The Gift is made in consideration of the Donor’s interest in charitable purposes, for and in consideration of similar promises of other donors, and for other good and valuable consideration. The Donor acknowledges that UNF’s promise to use the Gift and the actual use of the Gift shall constitute full and adequate consideration. UNF agrees to accept this Gift and to administer and distribute the Gift in accordance with the terms and conditions of this Agreement and of the Addendum attached hereto and incorporated herein.
- b. *Unpaid Pledge Payments.* In the event the Donor merges with or is acquired by another entity or is dissolved, and any portion of the pledge remains unpaid, the obligation will extend to the Donor’s successor-in-interest. Any such successor entity shall assume the pledge obligation under the terms and conditions of this Agreement.
- c. *Prepayment and Other Gifts.* The Donor may pay any installment of the Gift prior to the time the installment is due under the terms of this Agreement; however, only those payments made by the Donor to UNF that are specifically designated shall be applied to the Gift. The Donor may make other contributions to UNF for other purposes during the term of the pledged Gift.

2. **Fund Establishment.** This Fund shall be known as **MARK B. LISKO BIG I NEBRASKA SCHOLARSHIP FUND** (the “Fund”).

3. **Fund Management.** The Fund shall be considered an Expendable Fund to be used for the Purpose described below. For purposes of this Agreement, an Expendable Fund is defined in Paragraph 1 of the Addendum.

4. **Fund Purpose.** This Fund shall provide two (2) scholarships to undergraduate students in the College of Business & Technology at the University of Nebraska at Kearney (the “Purpose”).

a. Students meeting the following criteria shall be eligible:

- Majoring in agri-business, management or marketing
- Sophomore or Junior Class Standing
- 3.0 Grade Point Average or above

b. Preference may be given to students who meet the following:

- Expressing a career interest in the insurance industry
- Expressed wish to remain in Nebraska following graduation from the University of Nebraska at Kearney


c. All scholarships awarded hereunder may be renewed for one (1) year with the exception of one (1) of the scholarships awarded for the 2022-2023 academic year which shall not be renewed. For the 2023-2024 academic year and thereafter, of the two (2) scholarships awarded per year, one (1) will be an initial award and one (1) a renewal.

5. **Spending Authority.** Scholarship amounts and recipients shall be determined by the Dean, College of Business and Technology, University of Nebraska at Kearney, or his or her designee, in consultation with the Donor (the “Spending Authority”).

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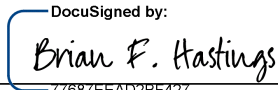
The Donor has read, understands, and agrees to the terms above and to the attached incorporated Addendum. The parties have caused this Agreement to be executed as of the date written above.

BIG I FOUNDATION, Donor

By: 
D5E5C4841C0945E
Carol McClelland

Title: Secretary-Treasurer

UNIVERSITY OF NEBRASKA FOUNDATION,
a Nebraska nonprofit corporation

By: 
77687EEAD2BF427...

Title: President & CEO

UNF #01158760

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ADDENDUM
(March 1, 2021)

The following general terms and conditions, if applicable, shall apply. The terms of the Agreement will govern if there is any conflict with this addendum:

1. **Fund Types.** Funds held by the University of Nebraska Foundation (“UNF”) may be used to establish “Endowed Funds” where only the Distribution (defined below) is expended for the purpose (“Purpose”) of the gift, “Expendable Funds” where the gift itself is expended for the Purpose, or “Quasi-endowed Funds” where the principal is invested with the endowment, but may be withdrawn and spent for the Purpose (in addition to the Distribution).
2. **Investment of Endowed Funds.** The principal of an Endowed Fund is permanently invested with only the Distribution made available for the Purpose. Endowed Funds are commingled for investment purposes in a unitized fund known as “Fund A.”
3. **Expenses and Distributions.** Costs, charges and expenses assessed to Funds are summarized below and detailed in UNF’s *Distribution and Funding Policy*, available upon request.
 - a. **Distributions from Endowed Funds.** The annual distribution from Fund A (“Distribution”) is currently 4.25% of a twenty (20) quarter average of Fund A’s market value.
 - b. **Charges to Endowed and Quasi-endowed Funds.** An annual charge of 1.25% is assessed against Fund A to defray the costs of fundraising and fund management (“Costs”).
 - c. **Charges to Expendable Gifts.** An advancement fee (“Advancement Fee”) of 4.0% is assessed to most expendable gifts to defray Costs.
 - d. **Administrative Expenses.** For Funds commingled in Fund A as described above, administrative expenses are deducted directly from Fund A and each Fund holding shares will share a pro-rata portion of these expenses. For other Funds, any third-party expenses will be reimbursed from the appropriate Funds.
4. **Fund Establishment.** To establish a new named Fund, current gifts and pledges and/or deferred pledges and commitments must meet the required minimum funding level (“Minimum Funding”) as defined in this Agreement and the *Naming Guidelines* (available upon request) within five (5) years from the date of this Agreement (or for deferred gifts, at the time the gift is realized) (the “Completion Date”). If the Minimum Funding is not in place by the Completion Date, UNF will either continue to reinvest the Distribution until the Minimum Funding can be reached, convert the pending endowment to an Expendable Fund; or transfer the assets to an existing fund with the same or similar purpose to the Purpose. Additional gifts may be added to any Fund at any time, and for Endowed or Quasi-endowed Funds will be added to the principal of the Fund unless otherwise specified in writing at the time the contribution is made. Any donor may also designate any existing Fund as the beneficiary of a deferred gift through the donor’s estate plan.
5. **Naming.** Naming of entities, physical spaces, and programs at the University of Nebraska requires approval from the Board of Regents (“Regents”) under *Regents Policy 6.2.7 (Naming of Facilities)* or *Regents Policy 2.6.1 (Naming of Academic Organizational Units)* and at Nebraska Medicine requires approval from the Chief Executive Officer.

UNF reserves the right to modify the name of any Fund if it is reasonably determined at any time that such naming recognition could adversely affect, the name, mission, image, integrity, or reputation of the UNF, the University of Nebraska and/or Nebraska Medicine, and the University of Nebraska or Nebraska Medicine may, in accordance with their respective policies take similar action with respect to any named facility or program. Such modification shall not create any obligation to return any Donor gifts received, nor any other obligation or liability to the Donor.

6. **Amendment and Changed Circumstances.** The parties may mutually agree at any time to amend or modify this Agreement in writing. If at any time UNF determines the Purpose no longer exists or cannot be reasonably carried out, UNF shall consult with the Donor (if living or in existence) and the University (or Nebraska Medicine as appropriate) to determine a closely related alternate purpose.
7. **Modification.** Unless otherwise addressed in the Agreement, any policy stated in this Addendum is subject to change in the future. In the event of such change, the most current policy shall be applied to the administration of this Fund. The most current version of all relevant policies and disclosures referenced in this Addendum will always be linked through <https://nufoundation.org/legal>.
8. **Governing Law.** This Agreement shall be governed by the laws of the State of Nebraska.

As Donor, I/we acknowledge and affirm that I/we have read and understand the terms of this Addendum.

Initials:  _____ Date: 03/24/2022