



Gift Agreement

This Gift Agreement ("Agreement"), effective as of May 1, 2016 ("Effective Date"), is made and entered into by and between Township of North Huron ("Donor") and the Board of the Wingham & District Hospital Foundation (the "Board") for the use and benefit of the Wingham & District Hospital Foundation's *Our Hospital, Our Future* campaign. Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

Donor wishes to make a charitable gift to the Wingham & District Hospital Foundation for the use and benefit of the Wingham & District Hospital as set forth in this Agreement. The Board of the Wingham & District Hospital Foundation desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. Gift

Donor hereby pledges to the Board for the use and benefit of the Wingham & District Hospital Foundation the following gift: \$250,000.

2. Payment of the Gift

The Gift is an irrevocable pledge that will be paid to the Wingham & District Hospital Foundation over a period of up to five (5) years.

Payments in support of this pledge will begin immediately upon the execution of this Agreement with an initial payment of \$50,000 and will continue annually thereafter according to the following schedule:

| <u>Amount of Payment by Donor</u> | <u>Due Date</u> |
|-----------------------------------|-------------------|
| \$50,000 | November 30, 2016 |
| \$50,000 | November 30, 2017 |
| \$50,000 | November 30, 2018 |
| \$50,000 | November 30, 2019 |
| <u>\$50,000</u> | November 30, 2020 |
| \$250,000 | |

Donor may accelerate the payment of any or all of this pledge at any time in Donor's discretion so long as the cumulative total of all gift payments meets the foregoing schedule. Payments shall be paid by Donor to the Wingham & District Hospital Foundation via cheque, electronic funds transfer, stocks or other securities, or other methods acceptable to Donor and the Board.

3. Use of the Gift

The Gift shall be used to benefit the *Our Hospital, Our Future* campaign and be specifically designated to the major renovation of the Wingham & District Hospital including equipment replacement, replacement of digital imaging equipment and the development of a community health campus.

4. Acknowledgment

In consideration for the Gift, the Board of the Wingham & District Hospital Foundation will acknowledge the Gift by listing Township of North Huron as Foundation Visionaries on the permanent donor recognition wall which recognizes donors who have contributed cumulative lifetime giving totalling more than \$250,000.

5. Publicity

For purposes of publicizing the Gift and the Naming, the Wingham & District Hospital Foundation will have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium ("Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials and reports and publications describing the Wingham & District Hospital Foundation's development and business activities. Unless the Donor's gift is considered anonymous.

6. Assignment

This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

7. Entire Agreement

This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

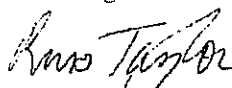
8. Board Approval

This Agreement and the recognition and naming provided for herein are subject to the approval by the Board and this Agreement will not be effective unless and until approved by the Board.

ACCEPTED AND AGREED TO:

For the Donors:

For Wingham & District Hospital Foundation:



Donor Signature Date

Board Chair May 1, 2016
Date