ENDOWED SCHOLARSHIP GIFT AGREEMENT

The JOSHWAY Scholarship:
In Memory of Joshua Devon Robertson and Lisa M. Dell Alba
AT NORTHAMPTON COMMUNITY COLLEGE FOUNDATION

UPDATED JULY 3, 2025

THIS ENDOWED SCHOLARSHIP GIFT AGREEMENT (this "Agreement") is made as of this 1st day of June, 2024, by and between NORTHAMPTON COMMUNITY COLLEGE FOUNDATION, a Pennsylvania nonprofit corporation, with its principal office, located on the campus of Northampton Community College (the "College"), at 3835 Green Pond Road, Bethlehem, Pennsylvania 18020, which is a publicly supported organization, described in Sections 509(a)(1) and 170(b)(1)(A)(vi) of the federal Internal Revenue Code of 1986, as amended (the "Code"), exempt from federal income tax under Section 501(c)(3) of the Code; and

JOSHWAY
654 North West End Blvd #1034
Quakertown PA 18951

BACKGROUND:

The College has thrived in large part due to the philanthropic support of alumni and friends. Many donors have made gifts providing immediate funding to an area of interest. Others donors have planned for the long-term future of the College through gifts to the Foundation's endowment.

JOSHWAY is a nonprofit organization that was founded in 2023 to honor the memory of **Joshua Devon Robertson**, who lost his life tragically on January 31, 2021. The organization is dedicated to nurturing the aspirations of young individuals in the fields of arts and education. It serves as a beacon of hope and encouragement for those who are struggling to find their way in a challenging world.

In 2024, the mission expanded to also honor the life and legacy of **Lisa M. Dell Alba**, a devoted mother, mentor, and community leader whose compassion, strength, and belief in uplifting others deeply align with the values of JOSHWAY. While Joshua represents the voice and vision of youth, Lisa represents the protective guidance and selfless love of motherhood—a legacy of showing up, lifting others, and making space for purpose.

Together, their stories form the heart of The JOSHWAY Scholarship. It honors the dreams of young people, the strength of those who guide them, and the enduring power of love across generations. The team of community leaders who run JOSHWAY are passionate advocates for the transformative power of creativity, education, and mentorship. The scholarship embodies a shared commitment to turning hardships into empowerment and loss into leadership.

In order to ensure that the Donor's gifts are to be used for the intended purpose, to allow the Foundation to plan effectively, and to facilitate the Foundation's compliance with applicable

accounting, auditing and other requirements, the Foundation and the Donor are executing this Endowed Scholarship Gift Agreement (this "Agreement").

NOW, THEREFORE, the parties to this Agreement agree as follows:

1. Establishment, Acknowledgment and the Donor's Commitment

By this Agreement, the Foundation acknowledges that the Donor made a Gift of $20,000 to the Foundation (June 4, 2024), and that such Gift was made in order to establish the Scholarship.

The Foundation gratefully acknowledges the generosity of the Donor, who has established the Scholarship through this Agreement.

The Foundation has established an endowment with respect to the Gift (the "Endowment"), to be held, managed and used by the Foundation for the benefit of the College. Generally, until the Foundation deems that the Donor has "fully funded" the Endowment, in accordance with this Agreement, and until the minimum period as contemplated by the Foundation's *Spending Rule Policy* (as referenced below) has been met, no amount will be distributed from the Gift for scholarships.

The Donor may make additional contributions to the Endowment at any time and from time to time. New gifts may also be added to the Endowment by other individuals and/or organizations, at any time and from time to time; and such additions shall be subject to the provisions of this Agreement; provided, however, that contributions to the Endowment by any individuals and/or organizations other than the Donor shall not reduce the Donor's Pledge obligation under any circumstances.

2. Naming and Management of the Scholarship

In recognition of the generous commitment of the Donor as contemplated by this Agreement, the Foundation agrees to create a scholarship, to be known as "**The JOSHWAY Scholarship: In Memory of Joshua Devon Robertson and Lisa M. Dell Alba"**
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The criteria for awarding the Scholarship from the Fund are as follows:

- Applicants must demonstrate financial need
- Preference will be given to students who have participated in the JOSHWAY program, or similar future program
- Second preference will be given to students who demonstrate that they have overcome a significant challenge in their life, including but not limited to addiction, mental health issues, homelessness, physical or psychological abuse
- Third priority will be given to a student pursuing any area of study in the arts or the trades.
- Recipient(s) may use scholarship funds for books, daycare, or transportation expenses as well as tuition and standard fees.

The student recipient will be selected by a process as outlined by the NCC Foundation in collaboration with the College's Financial Aid Office.

The Endowment will be identified in the Foundation's records as a discrete and permanent fund of the Foundation. The Foundation's Board of Directors (the "Foundation Board") will manage the Endowment in accordance with applicable state law, investment and disbursement policies established by the Foundation, and general accounting principles.

In the event the Pledge commitment is not fulfilled by the Donor within the agreed upon pledge period, or the Gift amount received by the Foundation does not meet the required endowment minimum, the Foundation shall have the right and option to terminate the Endowment and disburse existing amounts in a manner consistent with the Donor's original intent as expressed in this Agreement.

3. <u>Planning for the Future</u>

The Foundation fully intends to use the Donor's generous Gift for the purposes outlined above. However, it is impossible to anticipate how changing circumstances in the future may impact the Foundation's ability to comply with all of the provisions of this Agreement. Accordingly, in the event that future developments make it impossible or impracticable for the Foundation to carry out the specific terms of this Agreement, the President of the College in consultation with the Foundation Board shall have the absolute right and discretion to direct the use of the Gift for purpose they determine to be as close as possible to the Donor's original intent as expressed in this Agreement, are to the benefit of the Foundation, and are consistent with legal requirements for the use of charitable funds.

If the Foundation Board ever determines that the Endowment's purpose has become impossible or impractical, or any provision of this Agreement is found to conflict with or violate any federal or state law or regulation, and the Donor is available for consultation, the Foundation will endeavor to work with the Donor and consider alternative uses of the Gift, for a purpose as close as possible to the Donor's original intent as expressed in this Agreement, to the benefit of the Foundation, and consistent with legal requirements for the use of charitable funds. However, in the event that the Donor is not available for such reconsideration, the Foundation's Board shall have the right and authority to make such changes to provide a modified or otherwise appropriate alternative use which they determine comes closest to the Donor's original intent as expressed in this Agreement.

4. <u>Certain Fees</u>

All Endowed Scholarships may be assessed an administrative fee of up to .5 % of the total initial endowment principal (with a minimum of $20,000 required). This fee is to help defray the Foundation's costs associated with annual maintenance of the endowment. The fee is applied to the Foundation's unrestricted operating fund, and used to support the College's students and faculty, help ensure the viability of College programs, and used for the general benefit of the Foundation and the College. Donors may also make an annual contribution to help defray the

Foundation's costs. This is an important way in which donors can help ensure the continued viability of the College, and support the College's students.

5. Recognition

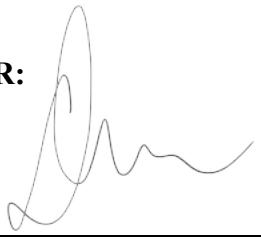
The Donor will be referred to as "**The JOSHWAY Scholarship: In Memory of Joshua Devon Robertson and Lisa M. Dell Alba"** in connection with the Gift. The Gift may be publicized in the Foundation's and/or the College's donor recognition publications and/or other vehicles (e.g., print media, spoken broadcast, and/or electronic media). Thank you letters from the student recipient will be forwarded to the Donor annually.

6. Notice

All notices, requests and other communications hereunder will be in writing and addressed to the Foundation, at the address set forth at the beginning of this Agreement, sent to the attention of the Foundation's Vice President of Institutional Advancement; and to the Donor, at the address set forth at the beginning of this Agreement. Either party may change the address to which notices, requests or other communications are to be delivered by giving the other party notice in the manner herein set forth.

IN WITNESS WHEREOF, the parties to this Agreement have signed this Agreement as of the date set forth above.

THE DONOR:



7/10/2025

Donor Name and Signature—David Robertson Date:

NORTHAMPTON COMMUNITY COLLEGE FOUNDATION

By: _____ Date_____

Denise L. Smith, Executive Director, NCC Foundation

NOTICE: This agreement supersedes The JOSHWAY Scholarship agreement fully executed on June 4, 2024.