

**Board of Trustees
Full Board Meeting
February 12, 2026**

Loan from Foundation to UWF Board of Trustees

Recommended Action:

Approval of Loan from UWF Foundation to UWF Board of Trustees

Background Information:

To finance a capital project consisting of the construction of an on-campus stadium.

Implementation Plan:

The implementation plan contemplates a loan of up to \$20 million to provide flexibility in managing timing differences between construction draw schedules and the receipt of pledged philanthropic contributions. The loan will have a term of up to ten (10) years and will bear a fixed interest rate of 4.00% per annum. The repayment structure will require interest-only payments throughout the term, with the outstanding principal due at maturity but at all times eligible for prepayment.

Repayment of the loan is expected to occur in advance of maturity and will be primarily supported by philanthropic pledges and donations. As secondary and contingent sources of repayment, and subject to all applicable approvals and governance requirements, the operating budget of the UWF Foundation may be utilized, along with rental and usage fees generated from third-party use of the stadium facility, athletic revenues, and other legally permissible revenue sources.

Fiscal Implications:

The loan shall be secured by the assets and earnings of the UWF Foundation, Inc.
The note shall be non-recourse to the University.

Relevant Authority:

Florida Statute 1004.28, Florida Statute 1010.62, Florida Board of Governors Debt Management Guidelines

Supports Strategic Direction(s):

5. Infrastructure, 6. Operational Excellence

Supporting Documents:

1. Florida Statute 1004.28, Direct-support organizations; use of property; Board of Directors; activities; audit; facilities
2. Florida Statute 1010.62, Revenue bonds and debt
3. Florida BOG Debt Management Guidelines
4. Revolving Line of Credit Agreement
5. Line of Credit Nonrecourse Promissory Note

Prepared by:

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Presenter:

Dan Lucas, Vice President, Finance & Administration/CFO

LINE OF CREDIT
NONRECOURSE PROMISSORY NOTE

\$20,000,000.00

_____, 2026
Pensacola, Florida

FOR VALUE RECEIVED, the undersigned, **University of West Florida Board of Trustees**, a public body corporate of the State of Florida ("Borrower"), promises to pay to the order of **University of West Florida Foundation, Inc.**, a Florida non-profit corporation and direct-support organization of The University of West Florida ("Lender"), its successors or assigns, with an address of 11000 University Parkway, Pensacola, Florida 32514, the principal sum of TWENTY MILLION and No/100 Dollars (\$20,000,000.00) ("Maximum Loan Amount"), or so much of the Maximum Loan Amount as may be advanced by Lender from time to time, payable in lawful money of the United States of America, at the address listed or at such other place as the holder hereof may designate in writing.

This Promissory Note (the "Note") shall be governed by the following provisions:

1. Interest Rate. The principal balance of the Note outstanding from time to time shall bear interest at the rate of four percent (4.0%) per annum.

3. Payment Schedule.

(a) Interest: On July 1, 2026, and semiannually (twice per year – on July 1 and January 1) thereafter for ten (10) years, Borrower shall pay to Lender interest accrued during the then completed calendar two quarters based on the daily principal balance.

(b) Principal: On January 1, 2036 ("Maturity Date"), Borrower shall pay to Lender in full the entire outstanding principal balance, together with any and all remaining accrued interest thereon.

(c) Partial Calendar Quarters: Lender and Borrower may modify the semiannual interest payment dates and principal payment date set forth herein for the purpose of synchronizing Borrower payments with the first day of a month.

4. Prepayment. This Note may be prepaid in full or in part at any time before the Maturity Date without penalty.

5. Non-Recourse Loan. The loan evidenced by this Note is non-recourse in nature.

6. Waivers; Consents. Each maker, endorser and guarantor of this Note waives presentment, demand, protest and notice of maturity, and all requirements necessary to hold each of them liable as makers, endorsers and guarantors. It is agreed that each maker, endorser and guarantor, jointly and severally, consents to any extensions or renewals or modifications of this Note, or any part hereof, without notice, and agrees that it will remain liable as such during any extension or renewal or modification hereof until the debt represented hereby is fully paid.

7. Costs of Collection. Each maker, endorser and guarantor, jointly and severally, shall pay all costs of collection, including a reasonable attorney's fee, on failure to pay the principal of this Note or any interest thereon at maturity whether suit be brought or not.

8. Interest After Default. This Note and all sums due hereunder shall bear interest from the date when due until paid at the rate of four percent (4%) per annum.

9. Revolving Line of Credit Agreement. Lender and Borrower have executed a Revolving Line of Credit Agreement contemporaneous with this Note that sets forth additional terms governing Lender's loan to Borrower, including, *inter alia*, the purpose of the loan, application for loan advances, application of payments, Borrower warranties and covenants, and default remedies.

10. Governing Law. This Note shall be construed according to the laws of Florida.

University of West Florida Board of Trustees

By: _____
Rebecca Matthews, Its Chair