



### Gift Agreement

#### UNC Charlotte Athletic Foundation and Jerry Richardson

This gift agreement is entered into this 14<sup>th</sup> day of May, 2013 between **Jerry Richardson** of Charlotte, NC ("Donor") and The Athletic Foundation of the University of North Carolina at Charlotte, a North Carolina non-profit corporation, having a principal office at 9201 University City Blvd., Charlotte, NC 28223-0001 ("Foundation").

### Recitals

- A. The Foundation exists for the purpose of assisting the athletic program of the University of North Carolina at Charlotte ("University") in various ways, including the provision of financial assistance for improvements to its facilities and support of the department's operational needs.
- B. The University desires to build athletic facilities to support the launch of a football program in the fall of 2013. Facilities included will be a football field house and a stadium structure. In addition, the Athletic Program wishes to secure additional funding for operational expenses associated with implementing a football program and making the move from the Football Championship Subdivision to the Bowl Championship Subdivision.
- C. Donor desires to provide financial assistance through the Foundation to aid in the construction of football facilities and to assist with the operational expenses associated with the launch of a football program.
- D. This agreement replaces original gift agreement for field naming rights signed in December 2012.





Therefore, the Donor and the Foundation agree as follows:

1. Donor will donate a total of \$10,000,000 to the Foundation. The donation being for the purpose of constructing the University's football field house and stadium structure and for providing additional operational resources for the implementation of a football program ("Purpose").
2. All amounts donated must be used for the Purpose, unless the Purpose can be fully accomplished without fully expending the donation. If the donation is not fully expended for the Purpose, the amount remaining will be held in trust by the Foundation and used as it sees fit, with preference for the maintaining and further upgrading the University's football facilities.
3. The Donor will make \$10,000,000 donation on the following schedule:
  - \$1,000,000 on or before June 30, 2013
  - \$1,000,000 on or before June 30, 2014
  - \$1,000,000 on or before June 30, 2015
  - \$1,000,000 on or before June 30, 2016
  - \$1,000,000 on or before June 30, 2017
  - \$1,000,000 on or before June 30, 2018
  - \$1,000,000 on or before June 30, 2019
  - \$1,000,000 on or before June 30, 2020
  - \$1,000,000 on or before June 30, 2021
  - \$1,000,000 on or before June 30, 2022
4. If any part of the donation remains unpaid at the death of the Donor, the unpaid amounts will be paid by Jerry Richardson's estate.





5. For consideration of this gift, the football complex will be named Jerry Richardson Stadium. Jerry Richardson Stadium signage will be prominently displayed throughout the complex at the following locations.
  - Press Box Archway Facing the EPIC Building
  - Press Box Wall Facing Playing Surface
  - Football Scoreboard
  - All Way Finding Signage at Stadium
  - Plaque at Each Entry Gate of Stadium
  - Plaque and Bust in Pre Function Area of the Hospitality Deck at the Judy W. Rose Football Center
6. In addition to the above, the football field will be co- named McColl-Richardson Field. McColl-Richardson Field signage will be prominently displayed at the following locations.
  - Press Box Wall Facing Playing Surface
  - Plaque at Entry Gate 2 of the Stadium
  - On the Playing Surface
7. The stadium name and field name will be used as the primary identifiers in perpetuity for the life of the football complex including any expansions and additions to the complex.
8. The donor will receive the following benefits as part of the naming agreement.
  - Twelve White Gold Forty-Niner Seat Licenses
  - Twelve Season Tickets Per Year
  - Three VIP Parking Pass
9. The University has co-signed this agreement for the sole purpose of confirming the grant of these naming rights and its agreement with the terms of Paragraph 5, 6 & 7 above.





10. The donor understands that the Foundation may secure additional gifts for other naming opportunities within the football field house and stadium structure.
11. Any publicity about this donation will be coordinated by and among the Donor, the Foundation and the University.
12. This agreement is the complete understanding of the parties with regard to its subject matter. Any modification to this agreement must be in writing and signed by both parties.
13. This agreement is entered into in North Carolina and must be interpreted in accordance with North Carolina law, without regard for its conflict of laws principles.

**Jerry Richardson**

*Jerry Richardson*  
Signature

**The Athletic Foundation of the University of North Carolina at Charlotte**

By: *Michael J. Hunt*  
Signature

Its: EXECUTIVE DIRECTOR

For the sole purpose stated in Paragraph 5, 6 & 7 above:

**The University of North Carolina at Charlotte**

By: *[Signature]*  
Signature

Its: Vice Chancellor