GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on March 10, 2015, (the "Effective Date") by and among the University of Louisville Foundation, a Kentucky non-profit corporation (the "Foundation"), the University of Louisville (the "University"), an instrumentality of the commonwealth of Kentucky, for the benefit of the John H. Schnatter Center for Free Enterprise (the "Center"), which shall be imminently created and housed in the University's College of Business (the "College"), and the John H. Schnatter Family Foundation, a Kentucky non-profit corporation (the "Donor"). The term of this Agreement shall begin on the Effective Date and shall continue for seven years (the "Term") unless earlier terminated pursuant to this Agreement. The Foundation, the University, and the Donor are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

- 1. **Promoting Academic Freedom.** The Donor's grant is intended to help promote an environment at the University where ideas can be exchanged freely and useful knowledge will benefit the well-being of individuals and society. Thus, the Parties agree that the academic freedom of the University, the Center, and their faculty, students, and staff is critical to the success of the Center's research, scholarship, teaching and service.
- 2. <u>The Center.</u> The University desires to create the Center in the College to advance the University's educational mission as follows:
- a. <u>The Center's Mission and Director.</u> As stated in the proposal, which is hereby incorporated into this Agreement, and attached as Attachment A (the "Proposal"), the University has informed the Donor, and the Donor is relying on such representation, that the Center's mission is to engage in research and teaching that explores the role of enterprise and entrepreneurship in advancing the well-being of society (the "Center's Mission"). The University has selected Stephan Gohmann as the initial director of the Center (the "Center Director"). The Parties believe the Center Director is an invaluable part of advancing the Center's Mission.
- b. <u>The Center Programs.</u> To support the Center's Mission, the University desires to create (and the Donor wishes to support) the following positions and activities at the Center, collectively referred to as the "Center Programs." The Center Programs are described in the Proposal and include two "Tenure-Track Professorships," two "Visiting Professorships," the "Ph.D. Fellowships," the "Outreach Director Position," the "Administrative Assistant Position," the "Research Grants," the "Center Director Stipend," and the "Center Activities." The University and the Foundation shall each use any funds received under this Agreement to support the Center Programs in accordance with this Agreement.

3. The University's Commitment to and Support for the Center.

- a. <u>Generally.</u> This Agreement is expressly contingent upon the University's desire to create and support the Center. The University shall create the Center by December 1, 2015. The University shall support the Center Programs to advance the University's mission.
- b. <u>Center Office Space.</u> The University shall ensure that the Center is provided with adequate office space and administrative support pursuant to University and College policies.

4. The Donor's Support for the Center Programs.

a. <u>Contributed Amount.</u> Subject to Section 5, the Donor agrees to contribute funds to the Foundation exclusively to support the Center Programs to advance the Center's Mission (all or part of

such funds referred to as the "Contributed Amount(s)"). In no event shall the aggregate Contributed Amount under this Agreement exceed \$4,640,000 as follows:

Center Programs	Amount		
Salary and fringe benefits for two Tenure-Track Professorships and salary and	Up to \$1,875,000		
fringe benefits for two Visiting Professorships			
Costs and expenses for up to four four-year Ph.D. Fellowships	Up to \$ 415,000		
Salary and fringe benefits for the Outreach Director Position	Up to \$ 375,000		
Salary and fringe benefits for the Administrative Assistant Position	Up to \$ 375,000		
Costs and expenses for the Research Grants	Up to \$ 375,000		
Costs and expenses for the Center Director Stipend	Up to \$ 100,000		
Costs and expenses for the Center Activities	Up to \$1,125,000		

Total Maximum Aggregate Contributed Amount:

Up to \$4,640,000

b. <u>Contingent Grant.</u> The Donor's support under this Agreement is expressly contingent upon the University, the Foundation, and Charles Koch Foundation (the "CK Foundation") executing an agreement providing for a grant from the CK Foundation (the "CK Foundation Grant Agreement") to support the Center Programs. Therefore, the Donor shall not provide any of the Contributed Amount or be obligated to fulfill any other obligation until the CK Foundation Grant Agreement, attached to this Agreement as Attachment B, is executed. The Donor's pledge to make contributions pursuant to this Agreement and the CK Foundation's pledge to make contributions pursuant to the CK Foundation Grant Agreement are each contingent upon each other. Therefore, any breach of this Agreement, if caused by the Foundation or the University, constitutes a separate and independent breach on the part of the Foundation or the University, as applicable, under the CK Foundation Grant Agreement and shall entitle the CK Foundation to exercise any and all of its remedies provided in the CK Foundation Grant Agreement.

5. Foundation Grant Report; Proposed Grant Award Process and Schedule.

a. <u>The Foundation Grant Report.</u> The Foundation shall submit an annual written report to the Donor for the Donor's consideration (the "Foundation Grant Report") and an accounting of the expenditure of any Contributed Amount previously received. If the Donor approves the Foundation Grant Report, the Donor shall make a contribution up to the amount listed in the below schedule to the Foundation, and the Foundation agrees to accept such Contributed Amount on behalf of the University as stated in the below schedule. If the Donor does not provide any Contributed Amount in response to the Foundation Grant Report, it shall notify the Foundation and the University as stated in Section 8.a.

b. Foundation Grant Report and Proposed Grant Award Schedule

Foundation Grant Report Date	Donor Response and Proposed Contribution Date	Contributed Amount			
Submitted as the Proposal,	Within 30 days of signing this	Up to \$928,000			
Attachment A	Agreement				
November 1, 2015	On or about January 1, 2016	Up to \$928,000			
June 1, 2016	On or about August 1, 2016	Up to \$928,000			
June 1, 2017	On or about August 1, 2017	Up to \$928,000			
June 1, 2018	On or about August 1, 2018	Up to \$928,000			

c. <u>The Fund.</u> The Foundation shall place all of the Contributed Amount in a segregated and restricted fund on its books and records called the "Schnatter Center Programs Fund" (the "Fund"). The Fund shall be used solely to support the Center Programs as stated in this Agreement.

6. Contributed Amount Used Only for Educational Purposes for the Center Programs.

- a. <u>Tax Status.</u> The Foundation represents and warrants that it is an organization described within the meaning of Internal Revenue Code (the "Code") sections 501(c)(3) and 509(a)(1). The University represents and warrants that it is an organization described in Code section 170(c)(1) or 511(a)(2)(B). The Foundation and the University agree to immediately notify the Donor if their respective tax statuses change.
- b. <u>Educational Purpose</u>. The Contributed Amount will be expended only for the Center Programs, which is an educational purpose described in section 170(c)(2)(B) of the Code. The Contributed Amount will not be used to influence legislation, to influence the outcome of any election, for a political campaign or intervention, to carry on any voter registration drive, or any other purpose that would jeopardize the Donor's tax-exempt status or subject the Donor to penalties under Chapter 42 of the Code.
- c. <u>Center Programs.</u> The Foundation and the University shall use all Contributed Amounts solely to support the Center Programs as stated in this Agreement and shall return to the Donor any Contributed Amount not expended for and uncommitted to the Center Programs.

7. Naming Rights, Acknowledgment, and Publicity

a. Naming Rights and Acknowledgments.

- i. For ten (10) years from the date the Center is created, the Center shall be known as the "The John H. Schnatter Center for Free Enterprise" (the "Center Name"). The University shall include the full and complete Center Name in all references to the Center, whether oral, written, electronic or otherwise, made, published or generated in any form or medium now or hereafter known. The Center Name shall be prominently displayed at or about all means of ingress and egress to the facility where the Center is housed, and shall be printed, embossed or otherwise included, at University expense, on all letterhead, envelopes, business cards, news or press releases, announcements and other printed materials relating to the Center or events occurring at the Center. The University shall use its best efforts to cause third parties that, with the authorization or cooperation of the University, refer to the Center in oral, written, electronic or any other form of communication (including, by way of example and not limitation, speaking engagements, program materials, publications, videos and on the internet), to incorporate the full and complete Center Name in all such references to the Center.
- ii. It is the intent of the Donor, the Foundation, and the University that the Center Name be linked to any academic program or programs the University may hereinafter conduct in furtherance of the Center's Mission. Accordingly, the Foundation and the University hereby represent, warrant, and covenant that any academic programs supported by or initiated within the Center or the University, a material focus of which is the Center's Mission, shall at all times be known by, and conducted under the auspices of, the Center Name. If in the sole judgment of the Donor, any academic program conducted by the University in accordance with the terms of this Agreement is no longer principally focused on the Center's Mission, at the Donor's election, in addition to any other remedy available to the Donor by reason of a breach of this Agreement, Donor may direct the University to immediately cease and desist use of the Center Name in connection with such program. The Parties

acknowledge that the terms of this Section 7.a are intended to survive the Term of this Agreement, in perpetuity.

- iii. The Parties agree that irreparable damage may occur to the Donor in the event the Foundation or the University breaches any of the terms of this Section 7.a. The Parties further agree that in the event of any such breach, the Donor may be entitled to specific performance of the terms of the Section 7.a, in addition to any other remedy to which the Donor may be entitled at law or in equity.
- b. <u>Publicity.</u> The Foundation and the University shall allow the Donor to review and approve the text of any proposed publicity which includes or mentions the Donor or the amount to be contributed pursuant to this Agreement. All such references to the Donor shall be to the "The John H. Schnatter Family Foundation." The Foundation and the University agree to allow the Donor to include information regarding the Donor supported Center Programs and any information or materials about the Foundation or the University and their activities in the Donor's reports, newsletters, and news releases. If requested by the Donor, the University shall acknowledge the Donor in all of its general materials in the same manner as any other University donor at the same level of funding. The Parties have agreed to the contents of the "Executive Summary," attached as Attachment C, which the Parties may agree to use as the initial public announcement of this Agreement. The Parties shall consult with each other and mutually agree prior to issuing publicly the Executive Summary. The University shall not use the Donor's name or logo without the Donor's express written consent.

8. General Provisions.

- All the Parties shall act in good faith to fund, create, and operate the John H. Schnatter Center for Free Enterprise in a manner that will support the Center's Mission. If at any point during the Term, the Donor determines in its reasonable discretion that: (i) the Foundation or the University has not acted in good faith under this Agreement; (ii) the Center Programs are not advancing the Center's Mission as stated in this Agreement, or (iii) such action is necessary to comply with any law applicable to one of the Parties, the Donor shall notify the Foundation and the University of its determination, and the Parties shall make a good faith effort to meet within sixty (60) days to discuss the Donor's determination. If the Donor's determination does not change after the end of this sixty (60) day period, the Donor has the right to terminate the Agreement upon providing thirty (30) days' notice to the Foundation and the University. During the pendency of the sixty (60) day period and any following thirty (30) day notice period, the Donor shall not be obligated to provide any Contributed Amount. In the event of termination of the Agreement, the Foundation and the University each agree to return all uncommitted Contributed Amounts to the Donor within fifteen (15) days of the Donor's request. The University and Foundation each represent and warrant that they are not relying on the Donor's proposed funding under this Agreement to incur any obligation or take any action or inaction. The Foundation's and University's obligations shall end upon the Donor's termination of this Agreement, except that the University shall continue to provide support to maintain the Tenure-Track Professorships indefinitely.
- b. The Foundation and the University agree to keep confidential and not to disclose to any third party the existence of or contents of this Agreement without express written approval from the Donor, except as otherwise may be required by law. The Parties acknowledge that the University must adhere to the open records laws that exist for public institutions in the Commonwealth of Kentucky. If the Foundation or the University is required to disclose the existence of or the content of this Agreement to any third party, the Foundation and the University agree to provide the Donor with at least ten (10) days' advance written notice of such disclosure, except as otherwise may be required by law.

- c. The terms contained in this Agreement supersede all prior oral or written agreements and understandings between the Parties related to the matters contained in this Agreement and shall constitute the entire agreement between the Parties with respect to the matters contained in this Agreement.
- d. In the event of a conflict between the provisions stated in the body of this Agreement and those stated in the Proposal, this Agreement shall control.
- e. This Agreement shall not be modified or amended except by a writing duly executed by the Parties to this Agreement.
- f. The provisions of this Agreement are deemed severable and should any part, term, or provision of this Agreement be construed by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, and provisions will not be affected thereby.
- g. No delay or failure on any Party's part to enforce any right or claim which it may have hereunder shall constitute a waiver of such right or claim. Any waiver by any Party of any term, provision, or condition of this Agreement, or of any subsequent default under this Agreement in any one or more instances shall not be deemed to be a further or continuing waiver of such term, provision, or condition or of any subsequent default hereunder.
- h. The Parties acknowledge that this Agreement may relate to or be for the benefit of the CK Foundation and its charitable and educational mission. The Parties acknowledge that the CK Foundation has certain rights under this Agreement related to its contributions to the Center Programs. The University and the Foundation further acknowledge and agree that they shall not directly or indirectly be entitled to the benefit of any waivers, indemnities, releases, or other provisions contained in any agreement between the Donor and the CK Foundation. Otherwise, this Agreement shall not confer any rights or remedies upon any third party other than the Parties to this Agreement and their respective successors and permitted assigns.
- i. The Foundation and the University may not transfer or assign their respective interests in the Agreement or any amount to be contributed pursuant to this Agreement without the express written consent of the Donor.
- j. All notices, approvals, or requests in connection with this Agreement shall be in writing and shall be deemed given when delivered personally by hand or one business day after the day sent by overnight courier (in each case with written confirmation of receipt or transmission, as the case may be) at the following address (or to such other address as a Party may have specified by notice to the other Party pursuant to this provision):

If to the Foundation:
University of Louisville Foundation
South 3rd Street
Louisville, KY 40208
Attn: Dr. James R. Ramsey, President

If to the Donor: John H. Schnatter Family Foundation 11411 Park Road Anchorage, KY 40223 If to the University:
University of Louisville
2301 South 3rd Street,
Louisville, KY 40292
Attn: Dr. James R. Ramsey, President

Attn: Aaron M. Thompson

k. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement or direction. Copies of signatures (whether facsimile or other electronic transmission) to this Agreement shall be deemed to be originals and may be relied upon to the same extent as the originals.

The Parties have hereby executed this Agreement as dated below, but agree that this Agreement is effective as of the Effective Date.

UNIVERSITY OF LOUISVILLE	UNIVERSITY OF LOUISVILLE
FOUNDATION	n
By: Que s	By: Cur
Name: James R. Ramsey	Name: Zames R. Ramsey
Title: President	Title: Tresident
Date: 3/10/15	Date: 3/10/15
JOHN H. SCHNATTER FAMILY FOUNDATION	
By:	
Name: John H. Schatter	
Title: President	
3/10/1	

ATTACHMENT A

<u>University of Louisville Foundation Proposal to Support the Establishment of the John H.</u> Schnatter Center for Free Enterprise in the College of Business at University of Louisville

Preamble

The John H. Schnatter Center for Free Enterprise (the "Center") will explore the role of enterprise and entrepreneurship in advancing human well-being by providing programs for undergraduate and graduate students and the public at large.

The Center will sponsor new courses in the College of Business (the "College"), lectures, reading groups, and other activities. Through Ph.D. fellowships, four new faculty members, and various academic programs, the Center will become a hub for scholarship on the role of enterprise and entrepreneurship in society and the ideas and institutions that lead to well-being.

Mission

The mission of the Center is to engage in research and teaching that explores the role of enterprise and entrepreneurship in advancing human well-being (the "Center's Mission").

The Center objectives

- Provide educational initiatives including courses, seminars, reading groups, research fellowships, symposiums and lectures, including one annual "keynote" speaker who will help build a larger intellectual exchange around the Center's Mission through a talk on the role of enterprise and entrepreneurship in advancing well-being.
- Engage the Louisville community through talks, seminars, dissemination/publication of research, and other activities that will share the Center's work with the community.
- Encourage topical research in enterprise and entrepreneurship including the influence of public policies on economics.

Center activities and estimated costs

The Center staff will consist of a director, up to four faculty positions (described below), an outreach director and an administrative assistant. Additionally up to four Ph.D. fellowships will be offered.

The Center Director: The Center director will be responsible for coordinating all center activities and ensuring the Center stays focused on the Center's Mission (the "Center Director"). The Center Director will have direct supervision of the "Outreach Director" and the "Administrative Assistant" (both defined in the "Staff" section below). The Center Director will also be responsible for providing the appropriate department chair with input on the performance of the tenure track faculty as part of the annual evaluation process in the College. The College proposes that Professor Stephan Gohmann serve as the initial Center's Director. In that case the costs will consist of annualizing the current 10-month salary and fringes (20% of the current 10-month salary and fringes) plus a stipend. The stipend will reflect the additional duties in the 10-month period. It is assumed that the Center Director's time in June and July each year will be devoted to the Center. The Center Director's annual work plan will be created as described in the "College's Personnel Document," most recently approved on April 24, 2012, and found

at http://louisville.edu/provost/faculty-personnel/unit/COB_Personnel.pdf. The estimated costs over and above the current 10-month salary are \$47,545 per year.

Faculty: The faculty members hired will devote a significant portion of their time and resources to work related to the Center. These activities will focus on fields of interest to the Center. Their annual work plan will be developed by the Center Director and the appropriate department chair. The teaching activities will be coordinated with the appropriate department chair to fit with the College teaching schedule. The workload expectations would normally consist of teaching, research, conducting seminars, leading reading groups, public lectures, and other outreach activities. The Center faculty will also collaborate with Center-affiliated faculty, the individuals holding the "Ph.D. Fellowships" (defined in the "Ph.D. Fellowships" section below) at the Center, and other graduate students as appropriate. The Center faculty will develop and teach courses related to the Center's Mission. These courses could be at the graduate or undergraduate level. Some of the Center faculty members' work could consist of teaching introductory classes in their discipline and working with student organizations in that discipline.

The four faculty positions will be consist of two tenure-track positions and up to two new visiting faculty positions each year. Faculty staffing costs an estimated \$629,650 per year for salaries and fringes. These figures are based on the median salary for new hires for accredited public institutions from the current Association to Advance Collegiate Schools of Business salary survey.

Staff: The individuals holding the Outreach Director position and Administrative Assistant position will devote 100% their time and effort to supporting the Center. The Outreach Director will coordinate development and outreach for the Center's research activities and advance the work of the Center. The Administrative Assistant will assist the Center Director in the administration of the Center. The estimated costs of salary and fringes for the Outreach Director are \$83,525 per year. The estimated costs of salary and fringes for the Administration Assistant are \$51,400 per year.

The Research Grants: The "Research Grant(s)" will be available for up to five Center-affiliated faculty to conduct research consistent with the Center's Mission. To receive a Research Grant a faculty member will submit a proposal that will be evaluated by a committee, formed by the Center Director after consultation with the Dean of the College of Business and made up of individuals from the University of Louisville's (the "University") academic community. The committee will make the final selection of the proposals to be awarded the Research Grants with the approval of the Center Director. The estimated costs of the Research Grants are up to \$100,000 per year.

<u>The Ph.D. Fellowships</u>: The Ph.D. Fellowships will be available for doctoral students in the College's Entrepreneurship program whose research interests coincide with the Center's Mission. The Ph.D. Fellowships will cover tuition and provide a stipend and may be renewed annually. The estimated cost of the tuition and stipend for four fellowships is \$132,000 per year.

The Annual Speaker Event: The Center will hold an "Annual Speaker Event," which will include at least one public lecture or debate per year, hosted by the Center which will address issues related to the Center's Mission. The estimated costs of the Annual Speaker Event are included in the "Other Center Expenses" section immediately below.

Other Center Expenses: The "Other Center Expenses" include travel, speaker fees, supplies, equipment, publications, and other activities that support the Center's Missions. Supplies include e-readers, books, and similar materials for students who participate in Center activities, such as reading groups. The estimated costs of the Other Center Expenses are \$220,000 per year.

Selection by the University

All faculty hires will follow the normal procedures for hiring faculty members in the College and the University. The Center Director will chair all of the search committees for the faculty searches. Faculty members hired for the Center positions must have demonstrated a track record that is supportive of the Center's Mission or show promise of developing such a record. The hiring of the Outreach Director and the Administrative Assistant will follow the University's process for hiring staff. The Center Director, in consultation with the dean of the College, will have the final decision on the hiring of the Outreach Director and the Administrative Assistant.

Summary:

To accomplish the mission and objectives of the John H. Schnatter Center for Free Enterprise as described above would require funding of an estimated \$1,264,120 per year for a 5-year total of \$6,320,600. See the budget below for the details.

Proposed Budget for the John H. Schnatter Center for Free Enterprise

		Annual expenses						
6	Salary		Fringes			Total		
·							5-year Totals	
*Tenure-Track Assoc. Prof. of Econ. (2)	\$	250,000	\$	71,250	\$	321,250	\$	1,606,250
*Visiting Professor (2)		240,000		68,400	\$	308,400	\$	1,542,000
Center Director		37,000		10,545	\$	47,545	\$	237,725
Outreach Director		65,000		18,525	\$	83,525	\$	417,625
Administrative Assistant		40,000	185. ±	11,400	\$	51,400	\$	257,000
Ph.D. Fellowships (4)				-	\$	132,000	\$	660,000
Research Grants (5)		100,000			\$	100,000	\$	500,000
Other Center Expenses					\$	220,000	\$	1,100,000
Total Annual Expenses					\$	1,264,120	\$	6,320,600

^{*}Median salary for new hires for accredited public institutions from the current Association to Advance Collegiate Schools of Business salary data.

ATTACHMENT B

ATTACHMENT C

GRANT AGREEMENT SUMMARY BETWEEN UNIVERSITY OF LOUISVILLE FOUNDATION, UNIVERSITY OF LOUISVILLE, AND THE CHARLES KOCH FOUNDATION

The University of Louisville Foundation, the University of Louisville, and Charles Koch Foundation (CKF) have entered into a grant agreement for CKF to provide support for the University's proposal to establish the John H. Schnatter Center for Free Enterprise (Center) under the direction of Professor Stephan Gohmann in the College of Business.

The grant responds to an opportunity presented to CKF by the University and is intended to help promote a robust discussion of ideas at the University and to advance the University's proposed goals for the Center, which are to engage in research and teaching that explores the role of entrepreneurship and enterprise in advancing the well-being of society.

CKF will provide support of up to \$1,660,000 for programs to advance the Center's mission. The University expects to attract additional contributions to support the Center. As outlined in the University's proposal, these funds will aid the University's establishment of the Center and provide requested funding for two tenure-track professorships, two visiting professorships, approximately four four-year Ph.D. fellowships, an outreach director position, an administrative assistant position, research grants, a Center director stipend, and activities at the Center.

The grant adheres to the University of Louisville's policies regarding hiring, research, and curriculum and the Charles Koch Foundation's principles for university giving.

The grant will be used solely for educational purposes and to support the Center's programs as outlined in the University's proposal. This funding is in addition to the University's commitment to the Center to provide adequate office space and administrative support pursuant to University policies.

The University of Louisville Foundation, the University of Louisville, and the Charles Koch Foundation attest that this is an accurate representation of the grant agreement.

Dr. James R. Ramsey

President

University of Louisville Foundation

Dr. James R. Ramsey

President

University of Louisville

Brian Hooks President

Charles Koch Foundation

March 10, 2015

ATTACHMENT C

GRANT AGREEMENT SUMMARY BETWEEN UNIVERSITY OF LOUISVILLE FOUNDATION, UNIVERSITY OF LOUISVILLE, AND THE JOHN H. SCHNATTER FAMILY FOUNDATION

The University of Louisville Foundation, the University of Louisville, and John H. Schnatter Family Foundation (Schnatter Foundation) have entered into a grant agreement for the Schnatter Foundation to provide support for the University's proposal to establish the John H. Schnatter Center for Free Enterprise (Center) under the direction of Professor Stephan Gohmann in the College of Business.

The grant responds to an opportunity presented to the Schnatter Foundation by the University and is intended to help promote a robust discussion of ideas at the University and to advance the University's proposed goals for the Center, which are to engage in research and teaching that explores the role of entrepreneurship and enterprise in advancing the well-being of society.

The Schnatter Center will provide support of up to \$4,640,000 for programs to advance the Center's mission. The University expects to attract additional contributions to support the Center. As outlined in the University's proposal, these funds will aid the University's establishment of the Center and provide requested funding for two tenure-track professorships, two visiting professorships, approximately four four-year Ph.D. fellowships, an outreach director position, an administrative assistant position, research grants, a Center director stipend, and activities at the Center.

The grant adheres to the University of Louisville's policies regarding hiring, research, and curriculum.

The grant will be used solely for educational purposes and to support the Center's programs as outlined in the University's proposal. This funding is in addition to the University's commitment to the Center to provide adequate office space and administrative support pursuant to University policies.

The University of Louisville Foundation, the University of Louisville, and the John H. Schnatter Family Foundation attest that this is an accurate representation of the grant agreement.

University of Louisville Foundation

University of Louisville

John H. Schnatter Family Foundation

March 10, 2015