



## GIFT INTENTION AGREEMENT

Agreement (“Agreement”) is made this day 11<sup>th</sup> of July 2019 by and between

HUSSMAN FAMILY FOUNDATION,

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL,

AND

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOUNDATION, INC.

### RECITALS

WHEREAS, the Hussman Family Foundation (the “Donor”) intends to make contributions for the benefit and use of the School of Media and Journalism (the “School”) at The University of North Carolina at Chapel Hill (the “University”) to The University of North Carolina at Chapel Hill Foundation, Inc. (the “Foundation”); and

WHEREAS, the Hussman family wishes to generously support the UNC School of Media and Journalism during the University’s Campaign for Carolina; and

WHEREAS, in order to make as large of a cumulative donation as possible, it is necessary to make a portion of it in the form of a ten-year gift intention by the Donor and the rest in the form of an intended planned gift by the Donor; and

WHEREAS, the Foundation wishes to document this gift intention in assisting the UNC School of Media and Journalism in determining its future and has agreed to accept, manage, and expand the gift in furtherance of the UNC School of Media and Journalism’s mission and purpose for the benefit of the University and the citizens of North Carolina and for promoting good journalism in America;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings hereinafter contained, the parties agree as follows:

1. Publicity; Confidentiality.

Any announcement, communication, or recognition of or pertaining to this gift intention shall be reviewed and approved in advance by the Donor, University, and Foundation. Except as otherwise permitted by Donor or required by law, the University and Foundation will maintain in confidence the terms of this Agreement.

2. Amount, Use and Sources of Intended Donation.

The Donor intends to contribute or cause to be contributed to the Foundation for the exclusive benefit of the UNC School of Media and Journalism a total of twenty-five million dollars (\$25,000,000, referred to herein as the “Contribution”) as provided below:

- a. Donor intends to pay twelve million five hundred thousand dollars (\$12,500,000) of the Contribution in equal annual installments of one million three hundred twenty-nine thousand twenty-eight dollars (\$1,329,028) over a nine (9) year period beginning on or before December 31, 2019 (with each annual gift made on or before December 31 of the following year) with a balance of five hundred thirty-eight thousand seven hundred forty-eight dollars (\$538,748) paid in the tenth year.

Each installment payment described above shall be used to create and sustain "The Walter Edward and Robena Kendrick "Ben" Hussman Discretionary Fund" (the "Fund"), an endowed fund to be held by the Foundation. Income distributions from this namesake fund shall provide unrestricted support to be used at the discretion of the Dean of the School. However, until such time the Fund provides annual income payments of at least two-hundred thousand dollars (\$200,000), two-hundred thousand dollars (\$200,000) from each of the installment payments shall be used to provide unrestricted, expendable support to be used at the discretion of the Dean of the School.

- b. Donor intends to pay twelve million five hundred thousand dollars (\$12,500,000) of the Contribution to the Fund in equal annual installments of two million five hundred thousand dollars (\$2,500,000) over a five (5) year period beginning on the death of the second to die of Robena Hussman or Walter Hussman, Jr.
- c. Any portion of the Contribution may be made in cash or other marketable securities (valued at the date of the gift) or a combination of both, which shall be at the Donor's discretion.
- d. Donor recognizes that depending on facts and circumstances that may take place after the execution of this Agreement, gifts under Paragraph 2a. and 2b. may be made in the same year.

3. Naming and Donor Recognition.

The University agrees that, in consideration of the Donor's intended Contribution, the UNC School of Media and Journalism shall permanently be named the "Hussman School of Journalism and Media" upon (i) execution of this Agreement, (ii) the University's initial and continued satisfaction of its Naming Policies and Procedures (including the approval of the University's Board of Trustees), and (iii) the determination of a mutually agreed upon date for the announcement during calendar year 2019. The new name will be kept in strict confidence until the mutually agreed date of announcement. For the avoidance of doubt, after the naming is approved and affixed, the Donor must continue to make timely and complete payments in accordance with Paragraph 2 above and in the event that the Foundation does not receive the gifts described in and in accordance with Paragraph 2 above, the University may, in its sole discretion, remove the Hussman name from the UNC School of Journalism and Media. Once the Contribution is paid in full, the University shall no longer have the right to remove the Hussman name from the UNC School of Journalism and Media due to non-payment.

If the Foundation or University secure another \$25,000,000 donation at a later date to benefit the UNC School of Journalism and Media, the name of the other donor may be added to the school name so it is a hyphenated name, with Hussman to be the first of two names (By way of example, the “Hussman-Kenan School of Journalism and Media”).

4. Public Charity.

The Foundation represents that (i) it is a tax-exempt organization qualifying under Internal Revenue Code Section 501(c)(3); (ii) it is not a private foundation under Internal Revenue Code Section 509; and (iii) the receipt of any contributions contemplated by this Agreement will not negatively affect its tax-exempt status or its non-private-foundation status. The Foundation agrees to take no action that will negatively affect its tax-exempt status or its non-private-foundation status during the term of this Agreement. Any contributions from Donor are conditioned on (i) the continuing qualification of the Foundation as a tax-exempt organization under Internal Revenue Code Section 501(c)(3) and (ii) the continuing status of the Foundation as not a private foundation under Internal Revenue Code Section 509. The Foundation agrees to provide such additional documents and financial information as reasonably requested by Donor to satisfy Donor that the representations of the Foundation made herein are true and accurate.

5. No Obligation to Make Contribution.

The University and the Foundation recognize it is the intention of the parties that this Agreement, while it expresses the current intent of the Donor, does not legally obligate Donor to make the Contribution.

6. Miscellaneous.


The validity of this Agreement, matters affecting its interpretation, and its effect shall be governed by laws of the State of North Carolina.

- a. This Agreement contains the entire understanding of the parties as to its subject matter. There are no representations, warranties, promises, covenants, or undertakings, oral or otherwise, other than those expressly set forth herein. This Agreement may not be modified or terminated except in a writing signed by the parties.
- b. This Agreement may be executed in multiple counterparts, each of which shall have the same force and effect as the original Agreement.
- c. The University agrees to ensure that the core value statement as published each day in the Arkansas Democrat-Gazette be displayed through a specific presentation in granite in the wall within the lobby of the UNC School of Media and Journalism within ninety (90) days of the date of the 2019 announcement provided in Paragraph 3 above (see Attachment A).

- e. The Donor may at any time require the removal of the name "Hussman" from the "Hussman School of Journalism and Media" with ninety (90) days written notice to the University and Foundation.
- f. The Donor, at its sole discretion, may choose to accelerate the payment schedule of the portion of the Contribution provided in Paragraph 2a above in the first ten years after the execution of this Agreement, resulting in a reduction or complete elimination of applicable remaining payments, beginning with the tenth and final intended payment.

The parties have executed this Agreement on the date and year first above written.

HUSSMAN FAMILY FOUNDATION

By:   
Walter Hussman, Jr., Director

By:   
Robena Hussman, Director

By:   
Palmer Hussman, Director


By:   
Olivia Hussman Ramsey, Director

By:   
Eliza Hussman Gaines, Director

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

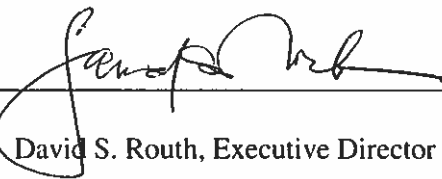
By:  \_\_\_\_\_

Kevin Guskiewicz, Interim Chancellor

By:  \_\_\_\_\_

Susan R. King, Dean  
UNC School of Media and Journalism

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL FOUNDATION, INC.

By:  \_\_\_\_\_  
David S. Routh, Executive Director

## Attachment A – Core Value Statement from the Arkansas Democrat-Gazette

Impartiality means reporting, editing, and delivering the news honestly, fairly, objectively, and without personal opinion or bias.

Credibility is the greatest asset of any news medium, and impartiality is the greatest source of credibility.

To provide the most complete report, a news organization must not just cover the news, but uncover it. It must follow the story wherever it leads, regardless of any preconceived ideas on what might be most newsworthy.

The pursuit of truth is a noble goal of journalism. But the truth is not always apparent or known immediately. Journalists' role is therefore not to determine what they believe at that time to be the truth and reveal only that to their readers, but rather to report as completely and impartially as possible all verifiable facts so that readers can, based on their own knowledge and experience, determine what they believe to be the truth.

When a newspaper delivers both news and opinions, the impartiality and credibility of the news organization can be questioned. To minimize this as much as possible there needs to be a sharp and clear distinction between news and opinion, both to those providing and consuming the news.

- Walter Hussman, Jr.