

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (“Agreement”) is made effective as of the earlier of May 31, 2019, or the date of last signature below (the “Effective Date”) by and between The UNCG Excellence Foundation, Inc., a North Carolina non-profit corporation (“Excellence Foundation”), The University of North Carolina at Greensboro Human Environmental Sciences Foundation, Inc., a North Carolina non-profit corporation (“HES Foundation”), the Alumni Association of the University of North Carolina at Greensboro, Inc. (“Alumni Association”), a North Carolina non-profit corporation, the Weatherspoon Art Museum Association (“WAMA”), an unincorporated association as defined by the North Carolina Uniform Unincorporated Nonprofit Associations Act, N.C. Gen. Stat. § 59B-2-2, and the University of North Carolina at Greensboro (“UNC Greensboro”), a constituent institution of the University of North Carolina.

Excellence Foundation, HES Foundation, Alumni Association, and WAMA are herein sometimes referred to individually as a “Merging Entity” and may be collectively referred to as the “Merging Entities”), and each of the Merging Entities and UNC Greensboro may be referred to as a “Party” or collectively as “Parties.”

WHEREAS, the Merging Entities have made and continue to make significant and extraordinary contributions to UNC Greensboro, its students, alumni, and broader community;

WHEREAS, pursuant to University of North Carolina Board of Governors policy, constituent institutions can enter into agreements with nonprofit entities that engage in activities that are critical to and aligned with the mission, goals, and objectives of that institution (“Associated Entities”);

WHEREAS, UNC Greensboro’s current structure of Associated Entities results in duplications of functions, confusion related to University fundraising, unnecessary costs associated with the management and administration of multiple Associated Entities, and increased risk due to complex compliance requirements;

WHEREAS, UNC Greensboro is currently engaged in a comprehensive realignment of all Associated Entities to better align their activities to UNC Greensboro’s new strategic plan and mission and to better align its personnel to key priorities of UNC Greensboro, and to better utilize talent and resources of UNC Greensboro volunteers and supporters;

WHEREAS, the leadership of each Merging Entity recognizes the significant advantages that will be achieved by continuing the functions of the Merging Entities by integrating selected activities and functions of the Alumni Association, the HES Foundation, and the WAMA into the Excellence Foundation and/or UNC Greensboro, as set forth herein, including without limitation better coordination of the missions of the Merging Entities, increased efficiency in the support of UNC Greensboro and its students and alumni, and the significant reduction of annual costs that can be allocated to other priorities; and

WHEREAS, the Merging Entities intend to structure this merger (the “Merger”) in a manner that will allow the continuation of activities of each of the Merging Entities under a single surviving nonprofit corporation or UNC Greensboro, as provided herein, pursuant to the provisions of Article 11 of Chapter 55A of the North Carolina General Statutes.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. MERGER

A. Purposes for the Merger. The purpose of the Merger is to realign the various Merging Entities in such a manner as to clarify purpose and mission, make more productive use of volunteer time and talent, and to eliminate duplicative burdens particularly those related to compliance with nonprofit regulations, by combining the organizations of the Merging Entities and the services offered by each into a single, comprehensive, and cost-efficient organization.

B. The Merger. On the terms and subject to the conditions set forth in this Agreement, on the Merger Date (as defined herein), (a) HES Foundation, Alumni Association, and WAMA shall merge with and into the Excellence Foundation, (b) the separate corporate existences of HES Foundation, Alumni Association, and WAMA will cease, and (c) Excellence Foundation will continue its corporate existence as the surviving nonprofit corporation.

C. Legal Effect of Merger. On and after the Merger Date and by reason of the Merger, the effect of the Merger shall be as provided in N.C. Gen. Stat. § 55A-11-05, including but not limited to the following:

1. HES Foundation, Alumni Association, and WAMA shall merge with and into Excellence Foundation and the separate existences of HES Foundation, Alumni Association, and WAMA will cease, with the corporate existence of Excellence Foundation continuing as the surviving corporation;

2. The Excellence Foundation shall possess all the rights, privileges, immunities, and powers of the Merging Entities, provided however selected activities and functions of HES Foundation, Alumni Association and WAMA shall continue as set forth herein;

3. Title to all property, real and personal, tangible and intangible, of the Merging Entities ("Assets") shall be vested in the Excellence Foundation, subject to any and all conditions to which the Assets were subject prior to the Merger (including without limitation restrictions placed on funds by donors); and

4. The Excellence Foundation shall have all the liabilities and obligations of the Merging Entities, except to the extent to which any liability or obligation is covered by any insurance maintained by a Merging Entity, or as provided in this Agreement.

C. Completion and Documentation of Merger. The Merging Entities agree to execute such assignments, transfers of title, assumption agreements, consents, authorizations and other documents as shall be appropriate or necessary to implement and give full effect to the Merger or as otherwise required by this Agreement or applicable law.

D. Date of the Merger. Unless this Agreement shall have been terminated and the transactions herein contemplated shall have been abandoned as set forth herein, the Parties will cause the Merger to be consummated by executing and filing Articles of Merger with the North Carolina Secretary of State (the “Closing”) on or before May 31, 2019, or such earlier date as the Parties may agree (the “Merger Date”). The Closing being conducted in such manner as the Parties agree, including by the transmission of executed signature pages by facsimile or electronic mail with the originals of such signature pages to be delivered by overnight courier.

Article II. SURVIVING ORGANIZATION

A. Name of Excellence Foundation; Headquarters and Offices. Following the Merger, the name of the Excellence Foundation shall remain the UNCG Excellence Foundation, Inc. The Excellence Foundation shall have its principal office and headquarters at its current office in Greensboro, North Carolina. After the Merger, locations may be maintained, discontinued or opened as determined by the Excellence Foundation.

B. Articles of Incorporation. The Articles of Incorporation of Excellence Foundation, as in effect on the Merger Date, shall be and continue in full force and effect as the Articles of Incorporation of the Excellence Foundation, until thereafter amended.

C. Bylaws. The Bylaws of Excellence Foundation, as in effect on the Merger Date, shall be and continue in full force and effect as the Bylaws of the Excellence Foundation, until thereafter amended.

D. Member Rights in Excellence Foundation. Any Excellence Foundation members as of the Merger Date shall remain members of the Excellence Foundation.

E. Continuation of Services. Following the Merger Date, the Excellence Foundation shall endeavor to provide the services and activities currently offered by the Merging Entities to UNC Greensboro, except for such services that shall be undertaken by UNC Greensboro as set forth herein, including but not limited to the services and activities to be undertaken by the Alumni Association Leadership Board and the Weatherspoon Art Museum Advisory Board.

F. Directors. The Board of Directors of Excellence Foundation on the Merger Date shall continue to constitute the Board of Directors of the Excellence Foundation (the “Initial Board”) for the terms elected and until their respective successors shall have been elected and qualified in accordance with the Bylaws of the Excellence Foundation.

H. Officers. The officers of Excellence Foundation in office on the Merger Date shall continue to constitute the officers of the Excellence Foundation for the terms elected and until their respective successors shall have been elected and qualified in accordance with the Bylaws of the Excellence Foundation.

ARTICLE III. GENERAL COVENANTS AND AGREEMENTS

A. Pre-Merger Covenants. Each of the Merging Entities covenants and agrees as

follows:

1. **Conduct of Activities.** During the period from the Effective Date hereof until the Closing, except as otherwise expressly provided in this Agreement, each Party will conduct its activities only in the ordinary course of business.
2. **Cooperation; Consents.** Between the Effective Date and the Merger Date, each Party shall use all reasonable efforts to (i) cause the conditions to the other party's obligation to effect the Merger set forth herein to be satisfied and (ii) obtain all consents, waivers and approvals required to effect the Merger and vest in the Excellence Foundation all rights and benefits of each Party.
3. **Other Consolidation Efforts.** Neither Party shall enter into any agreement to consolidate or merge with any entity that is not a party to this Agreement prior to the earlier of the Closing Date or the termination of this Agreement.
4. **Notification of Certain Matters.** Each Party shall promptly notify the other Parties to this Agreement of (i) the occurrence or non-occurrence of any event likely to cause any representation or warranty of such Party contained in this Agreement to be untrue or inaccurate and (ii) any failure of such Party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder.

B. Employment of Existing Employees and Agents. Merging Entities agree that they currently have no employees other than employees provided by UNC Greensboro.

C. Insurance. UNC Greensboro shall continue to maintain existing director and officer liability coverage for Merging Entities. After the Merger, former members of the Merging Entity Boards who serve as volunteers to UNC Greensboro (for example as members of the Advisory Boards referenced herein) shall be subject to the protections of the North Carolina Defense of State Employees Act, as amended from time to time, and may be protected by insurance obtained by UNC Greensboro as set forth in the then-current UNC Greensboro Volunteer Policy and Procedures.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF MERGING ENTITIES

Each Merging Entity represents and warrants the following:

A. Qualification. It is organized under the laws of the State of North Carolina as a non-profit corporation or unincorporated association and has the power and authority to own its properties and to carry on its activities as now being conducted.

B. Authorization; Enforceability. It has full power and authority to execute, deliver and perform this Agreement and all agreements and transactions contemplated hereby. The execution, delivery and performance of this Agreement and all transactions contemplated hereby have been duly authorized by its Board, such authorization has not been modified or amended, and such authorization is in full force and effect. The execution and performance

of this Agreement is not in violation of any provision of its Articles of Incorporation, Bylaws, or any amendments or modifications thereto, or any other organizational documents.

C. Subsidiaries and Affiliates. It has no subsidiaries or affiliates.

D. Taxation. To its knowledge, it has timely filed all federal, state, local and other tax returns and tax reports, if any, required to be filed with respect to its activities with the appropriate governmental authority. All such returns and reports are to its knowledge true, correct and complete, and all amounts shown as owing on them have been paid, including all interest, penalties, deficiencies and assessments, if any. To its knowledge, no examination or audit of any tax return or report of it by any applicable governmental or tax authority is currently in progress.

E. Litigation. To its knowledge, there is no litigation, action, suit, proceeding, administrative proceeding, inquiries, audit or governmental investigation pending or threatened against it before any federal, state, municipal, local or other governmental authority, or before any arbitrator. To its knowledge, it is not subject to any judgment, order, writ or decree of any court or other governmental authority.

F. Compliance with Laws and Regulations. To its knowledge, it has conducted its operations and activities in compliance in all material respects with (a) all applicable laws, rules, regulations and codes, (b) all applicable orders, rules, writs, judgments, injunctions, decrees and ordinances. It has not received any notification of any asserted present or past failure by it to comply in any material respect with such laws, rules or regulations, or such orders, writs, judgments, injunctions, decrees or ordinances.

G. No Undisclosed Liabilities. To its knowledge, it has, and at the Merger Date will have, no material debts, liabilities, commitments, or obligations of any nature, absolute, accrued, contingent or otherwise, relating to its activities, other than those previously disclosed.

ARTICLE V. COVENANTS AND AGREEMENTS OF EACH PARTY

A. Excellence Foundation Covenants.

1. Approval of Plan of Merger by Excellence Foundation. The Excellence Foundation Board has approved this Agreement.

2. Delivery of Resolutions. Upon request by any Party, Excellence Foundation shall provide such Party a copy of resolutions duly adopted by its Board approving the execution and delivery of this Agreement and all other necessary or proper action to enable the Merger.

3. Excellence Foundation Board. The Excellence Foundation has modified its bylaws to provide that (a) each of HES Foundation, Alumni Association, and WAMA will be entitled to appoint two of its respective members to the Excellence Foundation Board of Directors; (b) one HES Foundation and one Alumni

Association appointee to the Excellence Foundation Board shall be appointed to the Excellence Foundation standing Academic and Scholarship Committee; (c) one HES Foundation, one Alumni Association, and one WAMA appointee to the Excellence Foundation Board shall be appointed to the Excellence Foundation Governance Committee; (d) one WAMA appointee to the Excellence Foundation Board shall be appointed to the Excellence Foundation Finance and Audit Committee; and (e) a minimum of one-third of Excellence Foundation Directors must be alumni of UNC Greensboro (which may be amended only with the prior written approval of the Alumni Association Leadership Board and prior written approval of UNC Greensboro through its Vice Chancellor for University Advancement).

4. Academic and Scholarship Committee. The Excellence Foundation Bylaws have been modified to create a new standing Academic and Scholarship Committee. The Academic and Scholarship Committee will endeavor to provide the services and activities currently provided by the HES Foundation. And its activities will include:

- (a). Establishing, overseeing, and making recommendations to the Excellence Foundation Board of Directors for funding of Excellence Foundation academic programing, grants, and scholarships.
- (b). Creating an HES Advisory sub-committee comprised of former HES Board Members to assist in identifying programs or individuals to receive grants or other unrestricted endowment funding to be made available as discretionary funding to UNC Greensboro.
- (c). Creating other advisory and/or ad hoc committees composed of committee members, community members, and/or subject matter experts to assist the Academic and Scholarship Committee in its allocation of scholarships, grants, awards, and any other funding for UNC Greensboro-related activities.

5. HES Endowed/Restricted Assets. Endowed or restricted assets of HES that are transferred to the Excellence Foundation pursuant to this Agreement shall remain subject to all existing restrictions, including without limitation donor naming rights and all other donor restrictions. The Excellence Foundation will continue to use HES endowed assets to benefit the following University departments: Consumer, Apparel, and Retail Studies (CARS); Human Development and Family Studies (HDFS); Interior Architecture (formerly Interior Design); Nutrition and Social Work; and the Center for New North Carolinians.

6. WAMA Endowed/Restricted Assets. Endowed or restricted assets of WAMA that are transferred to the Excellence Foundation pursuant to this Agreement shall remain subject to all existing restrictions, including without limitation donor naming rights and all other donor restrictions. The Excellence Foundation will continue to use WAMA restricted assets to benefit of the Weatherspoon Art Museum.

7. Gifts and Donations. The Excellence Foundation will continue to process pending and future gifts and art donations for the benefit of the Weatherspoon Art Museum.

8. University of North Carolina at Greensboro Weatherspoon Arts Foundation (“Weatherspoon Arts Foundation”). For purposes of clarification, the Weatherspoon Arts Foundation is not a Merging Entity and shall not be subject to any of the terms or conditions of this agreement. Neither the Excellence Foundation nor UNC Greensboro shall receive any rights to the Assets of Weatherspoon Arts Foundation by virtue of this agreement.

B. HES Foundation Covenants.

1. Approval of Plan of Merger by HES Foundation. The HES Foundation Board has approved this Agreement.

2. Delivery of Resolutions. Upon request by any Party, the HES Foundation shall provide such Party a copy of resolutions duly adopted by its Board approving this Agreement and all other necessary or proper corporate action to enable the Merger.

C. Alumni Association Covenants.

1. Approval of Plan of Merger by Alumni Association. The Alumni Association Board has approved this Agreement.

2. Delivery of Resolutions. Upon request by any Party, the Alumni Association shall provide such Party a copy of resolutions duly adopted by its Board approving the execution of this Agreement and all other necessary or proper corporate action to enable the Merger.

D. WAMA Covenants.

1. Approval of Plan of Merger by WAMA. The WAMA Board has approved this Agreement.

2. Delivery of Certified Copy of Resolutions. Upon request by any Party, the WAMA Board shall provide such Party a copy of resolutions duly adopted by its Board approving the execution and delivery of this Agreement and all other necessary or proper corporate action to enable the Merger.

E. UNC Greensboro Covenants

1. Alumni Association Leadership Board. Upon completion of the Merger, UNC Greensboro shall create an Alumni Association Leadership Board in its Department of Alumni Engagement, which shall continue to provide the functions and services, and engage in the activities currently provided by, the Alumni Association. The members of the Alumni Association Board on the Merger Date shall comprise the initial members of the Alumni Association Leadership Board.

2. Alumni Association Leadership Board Resources. UNC Greensboro and the Alumni Association Leadership Board shall agree upon the resources UNC Greensboro shall make available the AALB. This will enhance the Alumni Association mission of serving the interests of UNC Greensboro and its alumni, facilitating communication between the alumni and UNC Greensboro, overseeing alumni organizations and programs, and providing a mechanism for alumni to provide recommendations to UNC Greensboro regarding its policies and programs.

3. Alumni Association Leadership Board Functions. The Alumni Association Leadership Board will:

a. Function as a unit of the Department of Alumni Engagement, whose purpose will be to promote the welfare of UNC Greensboro by cultivating a mutually beneficial relationship between the University and its growing worldwide community of alumni.

b. In consultation with the University Advancement Division, manage alumni reunions and other agreed upon alumni programs and activities.

c. Provide and support alumni programs and services, facilitate communication with alumni, and seeks to strengthen alumni bonds of fellowship, professional association, and university affiliation.

d. Leverage the resources, talents, and initiatives of alumni and friends to advise, guide, advocate for and support the University in achieving its mission and goals.

e. Provide an alumni network and encourage alumni engagement in the life of the University.

f. Assist in the coordination of activities for advancing the University's academic, administrative, athletic, research, and outreach programs.

g. Encourage alumni to stay connected and serve as advocates for the University.

4. Weatherspoon Art Museum Advisory Board. Upon completion of the Merger, UNC Greensboro shall create the Weatherspoon Art Museum Advisory Board. The Weatherspoon Art Museum Advisory Board shall serve as unit of the Division of Academic Affairs, and its purpose will be to support, promote, and enhance the Weatherspoon Art Museum. The members of the WAMA Board on the Merger Date shall comprise the initial members of the Weatherspoon Art Museum Advisory Board.

5. Weatherspoon Museum Advisory Board Resources. UNC Greensboro and the Weatherspoon Art Museum Advisory Board shall collaborate on the development of an annual budget and program priorities for the Weatherspoon Art Museum Advisory Board.

6. Weatherspoon Museum Advisory Board Functions. The Weatherspoon Museum Advisory Board shall:

- a. Support and develop activities and programs that advance the mission and vision of the Weatherspoon Art Museum, including without limitation increasing the Weatherspoon Art Museum membership; sponsoring exhibitions; hosting events; purchasing and acquiring works of art for the Weatherspoon Arts Foundation; and other programs, activities, or initiatives it deems appropriate.
- b. Manage the Weatherspoon Art Museum membership process, structure and benefits.
- c. Collect revenue from membership and ticket sales, which revenue shall be used for the benefit of the Weatherspoon Art Museum to fund events, programming, marketing, design, and other expenses.
- d. Establish procedures for selecting members of the Weatherspoon Advisory Board.
- e. Provide volunteer leadership and advice to the director of the Weatherspoon Art Museum.
- f. Recommend for consideration by the Excellence Foundation appointments from the Weatherspoon Art Museum Advisory Board to the Board of Directors of the Excellence Foundation.

ARTICLE VI. SURVIVAL OF REPRESENTATIONS, WARRANTIES, COVENANTS

All representations and warranties of Merging Entities contained in this Agreement, any Schedules and any other documents or writings furnished by it to the other party pursuant to this Agreement shall survive the Merger for the benefit of the Excellence Foundation.

ARTICLE VII. TERMINATION

A. Termination and Abandonment. Each Merging Entity shall have the right to terminate this Agreement and the Merger, solely with respect to that Merging Entity, at any time prior to the Merger Date by providing written notice to all other Parties.

B. Effect of Termination. In the event of termination of this Agreement by a Merging Entity, the agreements and transactions contemplated hereby shall be terminated, nullified, and abandoned with respect only to such Party upon the delivery of written notice of termination. After any termination and abandonment of the Merger, each Party shall keep confidential all information provided by the other Parties pursuant to this Agreement to the extent such information is not in the public domain or subject to disclosure pursuant to applicable law.

ARTICLE VIII. MISCELLANEOUS

A. Corporate Status. Notwithstanding anything to the contrary herein, the Parties hereby acknowledge and agree that although the Weatherspoon Art Museum Association is an unincorporated association as defined in the North Carolina Uniform Unincorporated Nonprofit Associations Act, N.C. Gen. Stat. § 59B-2-2, for purposes of this Agreement and Plan of Merger WAMA shall be treated by the Parties as if WAMA is a North Carolina nonprofit corporation, that the effect of the Merger on WAMA shall be as provided in N.C. Gen. Stat. § 55A-11-05, and WAMA further agrees that it shall take any and all necessary actions to ensure that the effects of the Merger shall be as if WAMA was a North Carolina nonprofit corporation.

B. Severability. If any provision of this Agreement or the application of any such provision to any Party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances other than those to which it is so determined to be invalid and unenforceable shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by law.

C. Waivers. Any failure by any Party to this Agreement to comply with any of its obligations, agreements or covenants hereunder may be waived by the other Party. No Party will be deemed as a consequence of any act, delay, failure, omission, forbearance or other indulgences granted from time to time by such party to have waived, or to be estopped from exercising, any of its rights or remedies under this Agreement.

D. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given on the date delivered if delivered personally, on the business day after the date sent if sent by overnight commercial delivery or local courier, on the third business day after the date of dispatch if mailed by local registered mail (return receipt requested) or on the date transmitted if sent via facsimile (with confirmation of receipt generated by the transmitting machine) to the parties to this Agreement at the following address (or at such other address for a party as shall be specified by like notice):

If to Excellence Foundation:

Art Winstead, Chair of the Board of Directors
The UNCG Excellence Foundation, Inc.
1401 McDowell Dr.
Greensboro, NC 27408
(336) 851-0146
awinstead@dmj.com

With a copy to:

Candace Cummings, Vice Chair of the Board of Directors
The UNCG Excellence Foundation, Inc.

5401 Eastern Shore Drive
Greensboro, NC 27455
(336) 282-3125
candace.s.cummings@gmail.com

If to HES Foundation:

Sarah Shoffner, President
University of North Carolina at Greensboro Human Environmental
Sciences Foundation, Inc.
6078 Old 421 Road
Liberty, NC 27298
(336) 622-4626
sarahshoffner@rtelco.net

If to Alumni Association:

Elisha Gutloff, President
3422 Balfour East
Durham, NC 27713
(919) 672-2394
egutloff@gmail.com

If to WAMA:

Terri Maultsby, President
Weatherspoon Art Museum Association
214 Elmwood Drive
Greensboro, NC 27408
(336) 601-6742
terri@thinkeatgrow.com

If to UNC Greensboro:

Beth Fischer
Vice Chancellor of University Advancement
UNC Greensboro
Alumni House 112
PO Box 26170
Greensboro NC 27402
336-334-3876
Beth.Fischer@uncg.edu

With a copy to:

Jerry D. Blakemore
General Counsel
UNC Greensboro
Mossman 123
PO Box 26170
Greensboro, NC 27402
336.334.3067
j_blakem@uncg.edu

E. Applicable Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina.

F. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Any facsimile or emailed signature attached hereto will be deemed to be an original and will have the same force and effect as an original signature.

G. Assignment. This Agreement may not be assigned, in whole or in part, by any Party without the prior written consent of the other party.

H. Binding Effect; Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns; provided, however, that nothing in this Agreement shall be construed to confer any rights, remedies, obligations or liabilities on any person other than the parties hereto or their respective successors and permitted assigns.

I. Entire Agreement. This Agreement, together with the exhibits and schedules hereto which are incorporated herein by this reference, embodies the entire agreement and understanding of the parties hereto and supersedes any prior agreement or understanding between the parties with respect to the subject matter of this Agreement.

J. Amendment. This Agreement cannot be amended orally, but only by a writing duly executed by the parties hereto.

K. Headings. Headings of the articles and sections in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

L. Third-Party Beneficiaries. No provision of this Agreement is intended, nor shall it be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in any affiliate, partner, member, director, officer or employee of any Party hereto or any other person or entity.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective representatives thereunto duly authorized, to be effective as of the Effective Date.

UNCG EXCELLENCE FOUNDATION, INC.

By: 

Name: Art Winstead

Title: Chair of the Board of Directors

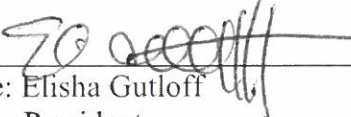
UNIVERSITY OF NORTH CAROLINA AT GREENSBORO HUMAN ENVIRONMENTAL SCIENCES FOUNDATION, INC.

By: 

Name: Sarah Shoffner

Title: President

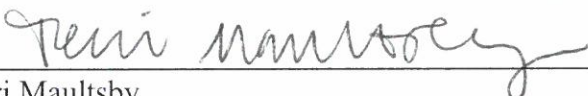
ALUMNI ASSOCIATION OF THE UNIVERSITY OF NORTH CAROLINA AT GREENSBORO, INC.

By: 

Name: Elisha Gutloff

Title: President

WEATHERSPOON ART MUSEUM ASSOCIATION

By: 

Name: Terri Maulsby

Title: President

UNIVERSITY OF NORTH CAROLINA AT GREENSBORO

By: 

Name: Franklin D. Gilliam, Jr.

Title: Chancellor

By: 

Name: Brad Hayes

Title: Chair, Board of Trustees of the University of North Carolina at Greensboro