

PLEDGE AND GIFT AGREEMENT

This Pledge and Gift Agreement ("Agreement"), effective as of _____, 2016, is made and entered into by and between William A. Franke ("Donor"), the University of Montana ("University"), and the University of Montana Foundation ("Foundation"). Based upon the terms below and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

AGREEMENT

Gift. Donor hereby pledges to make a \$24,000,000 (Twenty-Four Million Dollars) gift that qualifies as a 501(c)(3) charitable gift to the Foundation ("Gift"). The Gift shall be paid by Donor to the Foundation in cash, publicly traded stocks, mutual funds, bonds, or other assets acceptable to the Donor and the Foundation and in accordance with Foundation policies. The Gift is due in full not later than January 31, 2023.

The Gift shall consist of "Endowment Payments" dedicated to specified endowments and "Annual Spendable Payments" that shall be eligible for current support of the endowed programs, as set forth below.

Annual Spendable Payments. Donor agrees to make Annual Spendable Payments toward the agreed Gift total. These annual payments will provide immediate spendable support for the programs as described below. Any Annual Spendable Payments made by Donor will reduce the total Gift amount dollar for dollar. Donor may accelerate part or all of the payment schedule as noted herein.

Minimum Annual Spendable Payment Schedule. Donor agrees to make up to six Annual Spendable Payments of \$400,000 (Four Hundred Thousand Dollars), per the schedule of payment outlined below.

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Allocation of Annual Spendable Payments. Any Annual Spendable Payments received by the Foundation will be allocated as follows: \$250,000 (Two Hundred Fifty Thousand Dollars) to the Franke Global Leadership Initiative and \$150,000 (One Hundred Fifty Thousand Dollars) to the W.A. Franke College of Forestry and Conservation.

The Franke Global Leadership Initiative Annual Spendable Payment will provide immediate spendable support of \$56,000 (Fifty-Six Thousand Dollars) for the W.A. Franke Global

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Leadership Initiative Program Fund and \$194,000 (One Hundred Ninety-Four Thousand Dollars) for the Franke Global Leadership Initiative Fellowship Fund.

The Annual Spendable Payment allocation to the W.A. Franke College of Forestry and Conservation will provide immediate spendable support of \$30,000 (Thirty Thousand Dollars) for the W.A. Franke Endowed Graduate Fellowships in Wildlife Biology, \$100,000 (One Hundred Thousand Dollars) for the W.A. Franke Sustainability Fellows Program, and \$20,000 (Twenty Thousand Dollars) for the W.A. Franke Scholarship Fund.

If any of the noted programs which receive support from the Annual Spendable Payments as described above reach the endowed fund amounts listed below, then the Annual Spendable Payment obligation for that fund will cease.

Allocation of the Endowment Payments. The remaining balance of the Gift (the "Endowment Payments"), whether paid partially or in full, shall be applied to fund the Franke Global Leadership Initiative and W.A. Franke College of Forestry and Conservation endowments in the following order of priority:

First, to the Franke Global Leadership Initiative Program Fund until the fund has reached \$1,300,000 (One Million Three Hundred Thousand Dollars), then;

Second, to the W.A. Franke Fresh Water Conservation Initiative until the fund has reached \$3,000,000 (Three Million Dollars), then;

Third, to the W.A. Franke Sustainability Fellows Program until the fund has reached \$3,250,000 (Three Million Two Hundred Fifty Thousand Dollars), then;

Fourth, to the Franke Global Leadership Initiative Fellowship Fund until the fund has reached \$4,700,000 (Four Million Seven Hundred Thousand Dollars), then;

Fifth, to the W.A. Franke Scholarship Fund until the fund has reached \$2,000,000 (Two Million Dollars), then;

Sixth, to the W.A. Franke Endowed Graduate Fellowships in Wildlife Biology until the fund has reached \$3,000,000 (Three Million Dollars), then;

Seventh, to the W.A. Franke Endowed Faculty Chair in Forest Conservation until the fund has reached \$2,000,000 (Two Million Dollars), then;

Eighth, to the W.A. Franke Endowed Faculty Chair in Watershed Hydrology until the fund has reached \$2,000,000 (Two Million Dollars), then;

Ninth, to the W.A. Franke Internship Fund until the fund has reached \$750,000 (Seven Hundred Fifty Thousand Dollars), then;

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Tenth, to the W.A. Franke Innovation Fund until the fund has reached \$2,000,000 (Two Million Dollars).

Any deficit in endowment funding resulting from the \$400,000 Annual Spendable Payments will reduce funding allocated first to the W.A. Franke Innovation Fund and second to the W.A. Franke Internship Fund.

Acknowledgement. In consideration for the Gift, the University will (i) name the College of Forestry and Conservation the "W.A. Franke College of Forestry and Conservation," (ii) will name the Global Leadership Initiative the "Franke Global Leadership Initiative," and (iii) will name each endowed fund established by the Gift as described herein ("Namings"). Each program is to have separate, independent Namings recognizing the Gift. The Namings shall take effect following receipt of the first pledge payment, with recognition and celebration to follow as described in the Stewardship section below subject to the terms of this Agreement, the Namings will be in perpetuity. In consideration of the Gift, the University will use reasonable efforts to obtain funding for a new building for the W.A. Franke College of Forestry and Conservation. Such efforts shall include presenting the Board of Regents with a specific proposal to fund a new building. The University will also allocate office space in the newly constructed Gilkey Building to house the Franke Global Leadership Initiative. This allocation of space will remain in effect as long as it aligns with the use of the Gilkey Building and purpose of the Franke Global Leadership Initiative, as determined by the President of the University. The Donor grants the University full and complete rights to use their names for all purposes related to the W.A. Franke College of Forestry and Conservation and the Franke Global Leadership Initiative.

Franke Global Leadership Initiative Funds

Franke Global Leadership Initiative Program Fund

Fund purpose: The Franke Global Leadership Initiative Program Fund will support programmatic costs of the Franke Global Leadership Initiative.

Allowable expenses: Program fund costs may include salary and benefits for the Franke Global Leadership Initiative coordinator, compensation for the Franke Global Leadership Initiative student intern, passport fees, event costs for Franke Global Leadership student activities and the Franke Global Leadership Initiative club, recruitment, branding and marketing costs with oversight by the Provost.

Franke Global Leadership Initiative Fellowship Fund

Fund purpose: The Franke Global Leadership Initiative Fellowship Fund will support fellowship awards for students ("Franke Fellows") participating in a beyond-the-classroom academic experience.

Selection criteria: Undergraduate students participating in the Franke Global Leadership Initiative with preference for students demonstrating financial need and academic merit.

Franke Fellows may participate in an international or domestic beyond-the-classroom experience. Students must submit an application including a budget and academic research about the location of their trip to the Director of the Franke Global Leadership Initiative to be considered for a Fellowship. For the 2016-17 academic year, recipients applying for international travel must plan a credit-bearing experience of at least one month duration. Beginning in the 2017-18 academic year, recipients applying for international travel must plan a credit-bearing experience of at least three months. Students unable to pursue a three-month international beyond-the-classroom experience must submit a separate application to the Franke Global Leadership Initiative Oversight Board explaining the hardship the required duration would cause. Any exceptions granted for summer travel must have a minimum duration of six weeks. Franke Fellows may not receive a Fellowship through the Franke Sustainability Fellows Program for the same experience.

Responsibility for selection: Awarding for the Franke Fellows shall be the responsibility of the Franke Global Leadership Initiative Oversight Board, a committee appointed by the Provost or President. The Franke Global Leadership Initiative Oversight Board will determine the recipients and the amounts of the fellowship awards.

Fellowship requirements: Franke Fellows must complete two years of the Franke Global Leadership Initiative and be in their junior or senior year. During and following their experience, Franke Fellows must complete a written reflection on their academic experience as determined by the Director of the Franke Global Leadership Initiative.

Allowable expenses: Fellowship award expenses may include direct student expenses such as application fees, event fees, transportation, conference costs, student visas, travel insurance, supplies and lodging, as determined by the Director of the Franke Global Leadership Initiative. Apart from exceptional cases, expenses for tuition, fees, and room and board will be authorized only for costs exceeding the estimated undergraduate cost of those expenses for the academic year of the experience, as published by the Office of Financial Aid.

W.A. Franke College of Forestry and Conservation Gift Funds

W.A. Franke Fresh Water Conservation Initiative

Fund purpose: The W.A. Franke Fresh Water Conservation Initiative will provide competitive faculty fellowship awards to faculty and student teams in the W.A. Franke College of Forestry and Conservation working on complex issues of global water management and conservation.

Selection criteria: Faculty in the W.A. Franke College of Forestry and Conservation working on issues related to water availability, hydrology, drought, wildland fire, recreation, cryosphere studies, wildlife, conservation, policy, technology, restoration, and

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other emerging areas in water are eligible for fellowship awards. Recipients must have a proven history of successful external grant funding. Primary preference will be given to W.A. Franke College of Forestry and Conservation faculty working with the Flathead Lake Biological Station. Secondary preference will be given to proposals that are collaborative, provide matching funds, and include student experiential learning, teaching, outreach, fieldwork, and research.

Responsibility for selection: Awarding for the W.A. Franke Fresh Water Conservation Initiative shall be the responsibility of the W.A. Franke Fresh Water Conservation Initiative committee composed of department chairs, the Provost, the Vice President for Research and Creative Scholarship, Dean of the W.A. Franke College of Forestry and Conservation, and leading experts as needed. The W.A. Franke Fresh Water Conservation Initiative committee will determine the recipients and award amounts. Awards may be renewed on a three-year rolling basis, with re-application.

Fellowship requirements: Faculty must continue to seek external grant funding during the fellowship period. Recipients are encouraged to coordinate with the Flathead Lake Biological Station, the Montana Climate Office, the Bolle Center for People and Forests, schools and colleges, and centers and institutes on campus. Fellows will share results of their program annually with the public and other stakeholders through a report, presentation, or other mechanism as approved by the W.A. Franke Fresh Water Conservation Initiative committee.

Allowable expenses: Costs associated with the project may include field costs, student research assistantships, tuition, and other associated costs. Part of each award will be used for public outreach from the W.A. Franke Fresh Water Conservation Initiative faculty and students about their work, progress and solutions concerning issues in fresh water management as determined by the Dean of the W.A. Franke College of Forestry and Conservation.

W.A. Franke Sustainability Fellows Program

Fund purpose: The W.A. Franke Sustainability Fellows Program will support fellowship awards for undergraduate students in the W.A. Franke College of Forestry and Conservation who are traveling as part of the W.A. Franke Sustainability Fellows Program.

Selection criteria: Undergraduate students enrolled in the W.A. Franke College of Forestry and Conservation demonstrating financial need and academic merit. Recipients may be planning to travel internationally or domestically, with preference for international travel. Recipients must complete required preparatory work before departure as determined by the W.A. Franke Sustainability Fellows Program Director. For the 2016-17 academic year, recipients applying for international travel must plan a credit-bearing experience of at least one month in duration. Beginning in the 2017-18 academic year, recipients applying for international travel must plan a credit-bearing experience of at least three months. Applications may be considered on a case-by-case basis for students who need to conduct their travel during the summer. Those summer experiences

must have a minimum duration of six weeks. International travel experiences may be a combination of faculty-led and student-led travel.

Responsibility for selection: Awarding for the W.A. Franke Sustainability Fellows Program shall be the responsibility of the W.A. Franke Sustainability Fellows committee, a committee composed of the W.A. Franke Sustainability Fellows Program Director, faculty leading W.A. Franke Sustainability Fellows trips, and the Dean of the W.A. Franke College of Forestry and Conservation. The sustainability fellows committee will determine the recipients and the amounts of the fellowship awards.

Fellowship requirements: Fellows must complete required preparatory work prior to departure. During and following their experience, Fellows must complete a written reflection on their academic experience.

Allowable expenses: Fellowship award expenses may include direct student expenses such as application fees, event fees, transportation, conference costs, student visas, travel insurance, supplies and lodging, as determined by the W.A. Franke Sustainability Fellows Program Director. The fund will also support a half-time administrative assistant for coordination of the program and student travel.

W.A. Franke Scholarship Fund

Fund purpose: The W.A. Franke Scholarship Fund will provide general scholarship support for students in the W.A. Franke College of Forestry and Conservation.

Selection criteria: Awards will be made to students enrolled in the W.A. Franke College of Forestry and Conservation based on academic merit and financial need, with additional scholarship criteria determined by the W.A. Franke College of Forestry and Conservation scholarship committee. Scholarship awards will be \$5,000 (Five Thousand Dollars). Scholarships may be renewable at the discretion of the Dean of the W.A. Franke College of Forestry and Conservation provided recipients re-apply each year and continue to meet the selection criteria. The individual scholarship gift amount of \$5,000 shall be reviewed every three years and may be revised upward for inflation or other factors impacting cost of tuition to scholarship awardees. The amount of any scholarship cannot be increased in any given year by more than 10% from the prior year.

Responsibility for selection: Awarding for the W.A. Franke Scholarships shall be the responsibility of the W.A. Franke College of Forestry and Conservation scholarship committee, a committee appointed by the Dean of the W.A. Franke College of Forestry and Conservation.

W.A. Franke Endowed Graduate Fellowships in Wildlife Biology

Fund purpose: The W.A. Franke Endowed Graduate Fellowships in Wildlife Biology will provide competitive fellowship awards to Wildlife Biology graduate students.

Selection criteria: Graduate students applying to or enrolled in the Wildlife Biology Program. Awards shall be made based on academic merit.

Responsibility for selection: A committee appointed by the Director of the Wildlife Biology Program composed of the Dean of the W.A. Franke College of Forestry and Conservation and appropriate faculty will determine the recipients and the amounts of the fellowship awards.

Fellowship requirements: Fellows will be expected to participate in project management, budgeting, hiring, personnel management, mentoring, reporting, and research as determined by the Director of the Wildlife Biology Program. Fellows will work with a faculty advisor to develop a research project or field-based experience that will accomplish stated goals. Fellows will document the meaningful impacts and transformative nature of their experience to a larger audience.

Allowable expenses: Graduate fellowship award expenses may include tuition, fees, student research assistantships, travel expenses and/or project expenses as determined by the Dean of the W.A. Franke College of Forestry and Conservation.

W.A. Franke Endowed Faculty Chair in Forest Conservation

Fund purpose: The W.A. Franke Endowed Faculty Chair in Forest Conservation will support the recruitment and/or support of a leading expert in forest conservation who will elevate the forest conservation program through research, outreach, and teaching.

Chair requirements: The Chair will oversee student training in significant forest processes and functions to encourage field-based knowledge that prepares students to address emerging issues in forest management. The Chair will be a leader in research, teaching, and community outreach in conservation principles and forestry techniques to create healthy, resilient forests.

Allowable expenses: The Fund may be used to support related faculty work as W.A. Franke Endowed Faculty Chair in Forest Conservation, as determined by the Provost and Dean of the W.A. Franke College of Forestry and Conservation.

W.A. Franke Endowed Faculty Chair in Watershed Hydrology

Fund purpose: The W.A. Franke Endowed Faculty Chair in Watershed Hydrology will support the recruitment and/or support of a leading expert in water science to address issues in water management, including hydrological processes, management for changing conditions (such as drought) and the relationship of watersheds to forests, rangelands, and communities.

Chair requirements: The Chair will be a leader in research, teaching, and community outreach on how interconnected hydrologic systems respond to drought and other disturbances; how watershed hydrology interacts with other physical and chemical

processes; and/or how land use and management practices interact with the water cycle. The Chair will provide students with a cutting-edge understanding of hydrologic processes and the dynamics that influence whether forests, communities, and economies have enough water to thrive.

Allowable expenses: The Fund may be used to support related faculty work as W.A. Franke Endowed Faculty Chair in Watershed Hydrology, as determined by the Provost and Dean of the W.A. Franke College of Forestry and Conservation.

W.A. Franke Internship Fund

Fund purpose: The W.A. Franke Internship Fund will provide support for undergraduate students participating in an approved internship related to their degree program.

Selection criteria: Undergraduate students enrolled in the W.A. Franke College of Forestry and Conservation. Preference will be given to students with academic merit that are working toward their practicum requirements in their junior or senior year who have secured an approved internship. Minimum GPA of 3.0 for students applying. The Dean of the W.A. Franke College of Forestry and Conservation, Provost, and internship administrator may determine additional criteria at their discretion.

Responsibility for selection: Awarding for the W.A. Franke Internship Fund shall be the responsibility of the internship committee composed of the Dean of the W.A. Franke College of Forestry and Conservation, internship administrator, and faculty advisors. The internship committee shall determine the amount of the awards and the recipients.

Allowable expenses: The Fund may be used to support expenses including but not limited to student stipends, living allowances, and educational awards as determined by the internship committee. No more than 10% of annually available funds may also support administrative costs for coordination of the program.

W.A. Franke Innovation Fund

Fund purpose: The W.A. Franke Innovation Fund will invest in the innovation of future unforeseen programs, intellectual property, research, and curriculum to allow the W.A. Franke College of Forestry and Conservation to evolve over time. This fund will invest in programs that will enhance the experience of students in the W.A. Franke College of Forestry and Conservation. Further, new programs that are fully-funded by the Innovation Fund and are suitable for a naming shall be named for Franke in a manner consistent with the Naming(s) provided for the Donor in this gift agreement.

Selection criteria: Proposals will be submitted through the W.A. Franke College of Forestry and Conservation department chairs to the Provost and Dean of the W.A. Franke College of Forestry and Conservation.

Responsibility for selection: Awarding for the W.A. Franke Innovation Fund shall be the responsibility of the innovation task force composed of the Dean of the W.A. Franke

College of Forestry and Conservation, Provost, department chairs, and a member of the Franke family or their designee. The committee may engage experts on proposal subjects as needed. The recipients, award amounts, and allowable expenses will be determined by the innovation task force.

Publicity. The Foundation, University, and Donor shall work together to arrange a mutually suitable occasion for the announcement of this Gift, as described in Schedule A, "Stewardship and Recognition Agreement." The Donor's prior approval shall be obtained before the Foundation or University issues any news release, public announcement, or other information regarding this Gift.

Termination of Namings. In addition to any rights and remedies available at law, the University and Foundation may terminate this Agreement and all rights and benefits of the Donor herein, including terminating the Namings:

- a. In the event of any default in payment of the Gift as provided in this Agreement, or
- b. In the unlikely event the University determines the Donor has acted in a manner which would have a materially adverse impact on the reputation, image, mission, or integrity of the University of Montana, in the event of a continued association with Donor then the University may terminate the Namings provided for herein. Such cause to terminate must be based on acts by the Donor such as fraud or a criminal conviction.

In the unlikely event the Donor determines that acts taken by the University would have a materially adverse impact on his reputation, image or integrity, in the event of a continued association with the University and the continuation of the Namings provided for herein, Donor may revoke the Namings. Such cause to terminate must be based on acts by the University such as fraud, a criminal conviction, or misappropriation of Donor funds. If a revocation of the Namings occurs, the terms of this gift agreement are nullified and Donor is no longer obligated to fulfill any remaining financial obligation.

Upon any such termination of this Agreement and/or the Namings herein, the Foundation and University shall have no further obligation or liability to Donor, representatives of Donor's estates, or to any other persons. The Foundation and Donor may determine and agree to an alternative recognition for the portion of the Gift already received, but neither the Foundation nor Donor are under any obligation to do so. In the event of termination by the University, all Gift funds made by Donor up to the time of termination shall be retained by the Foundation for the benefit of W.A. Franke Global Leadership Initiative and W.A. Franke College of Forestry and Conservation as described in the Agreement. In the event the agreement is terminated by the Donor, the University will return to Donor any funds that have been neither expended nor committed by the University, and all obligations of the University to provide recognition and additional benefits will cease.

Fund Administration. All funds established by the Gift will be administered by the Foundation. The endowed balance of each fund will be invested in the Foundation's long term investment portfolio, and shall be managed, invested, and reinvested by the Foundation in accordance with

its Statement of Investment Objectives and Guidelines, which may be modified from time to time. The funds shall be administered in accordance with federal laws and the laws of the State of Montana, including the Uniform Prudent Management of Institutional Funds Act (UPMIFA).

The Foundation shall provide a spending allocation from the endowments established by the Gift, which is the amount available to support each fund's purpose per the spending allocation policy. The spending allocation policy is established by the Foundation Board of Trustees and may be modified from time to time.

The Foundation shall assess an endowment administrative fee from the endowments established by the Gift, which is the amount provided to the Foundation for the administering endowments per the fee policy. The fee policy is established by the Foundation Board of Trustees and may be modified from time to time.

With the exception of the Annual Spending Payments, until each endowment is fully funded by the Donor in accordance with this Agreement, no amounts will be distributed for spending or fees. The endowment funds established by the Gift are not subject to the Foundation's policy that spending from a newly established endowment shall commence following the quarter in which the market value of the fund exceeds 115% of the original value of the endowed gifts.

Once the Gift is fully-funded, if market returns are not sufficient to provide spending and fees as outlined below, the fund may be reduced by up to 5% of the original gift amount each year and by no more than a 15% over the initial five year period. After the initial five year period, the Foundation may not distribute funds that would reduce the corpus below the original gift value. Based on market conditions, the Foundation may contact and consult with the Donor, or their authorized designee, to make adjustments to these guidelines that govern spending into corpus.

Any amounts not designated for spending or fees shall be retained in the funds. The Foundation will provide the Donor an annual endowment report on all Gifts and related financial statements for allocations and fees incurred.

Fees and Spending Allocation.

Development Fee:

The Foundation will assess a one-time 3% development fee on any non-endowed, non-scholarship gifts associated with this Agreement.

Endowment Administrative Fee:

An annual administrative fee of not more than 2.25% may be charged on endowed funds established in accordance with this Agreement. The fee will be assessed and charged quarterly and is based on the weighted average of the past twelve quarter-end balances of each endowed fund. Funds allocated to the administrative fee shall be distributed as described below.

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Spending Allocation:

A spending allocation of not more than 4.25% per annum is authorized on endowment funds established in accordance with this Agreement. Currently, the spending allocation will be calculated quarterly and is based on the weighted average of the past twelve quarter-end balances of each endowed fund. The Foundation agrees that the annual spending allocation shall not be more than 5% per annum for the life of the gift. Funds allocated to the spending allocation shall be distributed as described below.

Priority of Spending Allocation and Administrative Fee:

The quarterly spending allocation and endowment administrative fee shall be distributed in accordance with the following priority schedule:

- An amount equal to 46% of the quarterly spending allocation and administrative fee shall first be directed to each fund purpose. If additional spending allocation and administrative fee is available then
- An amount equal to 23% of the quarterly spending allocation and administrative fee shall be directed to the Foundation as administrative fee. If additional spending allocation and administrative fee is available then
- An amount equal to 19.5% of the quarterly spending allocation and administrative fee shall be directed to each fund purpose. If additional spending allocation and administrative fee is available then
- An amount equal to 11.5% of the quarterly spending allocation and administrative fee shall be directed to the Foundation as administrative fee.

In the event that the Foundation Board of Trustees decides to modify either the spending allocation policy or the administrative fee policy, the allocation percentages above will be adjusted accordingly, in consultation with the Donor.

The Foundation agrees to take reasonable steps to minimize third party advisor fees paid to manage the invested Endowed Funds and agrees that it will generally not pay more than a 1% average fee across all investment types.

Frustration of Use. In the event that, at some future date, a change in circumstances should render the designated purpose of the Franke Global Leadership Initiative no longer reasonably achievable or financially unsustainable as determined by the President, Provost, and Foundation and after consultation with the Franke family or their designee, all funds contributed by the Donor to the Franke Global Leadership Initiative will be re-designated to the W.A. Franke College of Forestry and Conservation. The specific use of any re-designated gifts within the College will be determined by the President, in consultation with the Foundation, the appropriate Dean or other University leadership, and the Donor or their appointed philanthropic representative, if living and able.

In the unlikely event that, at some future date, the W.A. Franke College of Forestry should cease to exist, the President, in consultation with the Foundation, the appropriate dean or University

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leadership, and the Donor or their appointed philanthropic representative, if living and able, is hereby authorized to make changes in the use of the Gift most in keeping with the Donor's original intent. Any changes or modifications to this Agreement, and the terms herein, may only be executed and agreed to by the University, the Donor and/or the Donor's authorized designee.

The Donor and/or his designee shall retain a legal right of action for the legal enforcement of this Agreement and the terms herein. Should an action under this Frustration clause be taken by either party, or other action to terminate this Agreement be pursued by either party, the remedy to such action will be first to attempt to resolve the dispute through mediation. Should mediation be unsuccessful the parties can then pursue appropriate legal actions as deemed necessary.

Separate from disputes arising from the Termination or Frustration clauses in this Agreement, the following actions taken by the Foundation or University will provide Donor the right to immediately terminate this Agreement and all terms within. These egregious actions are (i) if the University uses any material portion of the gift for endowment purposes or program expenses not stated in this Agreement or otherwise agreed to by the Donor, (ii) pledging the endowed funds as collateral or otherwise borrowing against such gift funds, (iii) a removal of the Naming rights that is inconsistent with stated Naming terms in this Agreement, and (iv) selling Naming rights to a separate, third party donor for the Global Leadership Initiative or College of Forestry and Conservation and all related programs and resources of those schools as listed in this Agreement.

Borrowing or Pledging. The University may not pledge the Gift funds in any manner, or borrow against the Gift funds.

Binding Commitment. Donor acknowledges that the Foundation and the University will rely on the Donor's commitment in allocation of funds for the Franke Global Leadership Initiative and W.A. Franke College of Forestry and Conservation, and in solicitation of funds from other donors, and therefore intends that they, as well as their heirs, successors and the executor of their estate(s) shall be legally bound by this Agreement. Any portion of the Gift that remains unpaid at the death of Donor shall become an obligation of their estate(s), and Donor agrees to so provide in their estate planning documents.

Confidentiality. The parties to this Agreement will treat the terms herein as confidential but acknowledge that this Agreement is subject to all public disclosure laws that apply to the University. The Donor may disclose the terms of this Agreement to its lawyers, accountants, financial advisors, family members, as needed in judicial processes, and to other similar "need to know" people.

Assignment. This Agreement and the rights and benefits it confers may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties with respect to this naming gift. This Agreement may not be modified or amended except by written agreement executed by all parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope

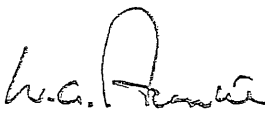
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or intent of this Agreement, or its provisions, or in any way affect the interpretation of this Agreement.

Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Montana without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Venue for any action will be Missoula County, Montana.

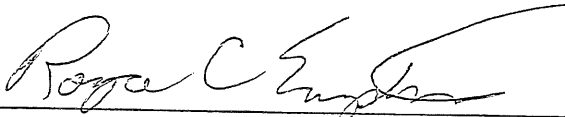
Board of Regents Approval. This Agreement and the recognition and Namings provided for herein are subject to approval by the Board of Regents of the Montana University System and this Agreement will not be effective unless and until approved by the Board.

Intending to be bound, the parties have executed this Agreement effective on the above date.



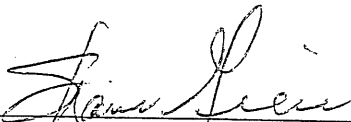
William A. Franke, Donor

September 23, 2016
Date



Royce C. Engstrom, President
University of Montana

Sept 23, 2016
Date



Shane Giese, President & CEO
University of Montana Foundation

September 23, 2016
Date

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