

EXHIBIT A
MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNIVERSITY OF LOUISVILLE
AND
THE UNIVERSITY OF LOUISVILLE REAL ESTATE FOUNDATION

THIS AGREEMENT ("Agreement") entered into as of this 1st day of October 2017, by and between the University of Louisville and its Board of Trustees (hereinafter, respectively, the "University" and the "University's Board of Trustees") and the University of Louisville Real Estate Foundation, Inc. and its Board of Directors, (hereinafter, respectively, the "Foundation" and the "Foundation's Board of Directors").

The University and the Foundation shall work as partners to strengthen the University through activities that support the mission and priorities of the University.

The Foundation is a Kentucky nonprofit corporation that has been recognized by the Internal Revenue Service as a tax-exempt charity under Section 501(c)(3) of the Internal Revenue Code, as amended (the "Code"), and is primarily responsible for purchasing and holding real estate for the University's overall enhancement in accordance with donor intent (where applicable) and its fiduciary responsibilities. Although the Foundation is a separate legal entity from the University (and not a public agency) and consistent with its stated purposes in its Articles of Incorporation, the Foundation exists to promote the interest and welfare of the University.

The Foundation receives, invests in, purchases and develops real estate for the benefit of the University. The Foundation acts in a fiduciary capacity to the University. The University designates the Foundation as the repository of private real estate gifts made in support of the University unless otherwise specified by the donor. With the exception of receiving private real estate gifts made in support of the University, the Foundation engages in no fund-raising activities on behalf of the University

In consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

I. Foundation Name, Seal and Logotype

A. During this Agreement's term only, and consistent with its mission to help advance the plans and objectives of the University, the Foundation is granted a royalty-free, non-exclusive, non-transferable license to use the name, "University of Louisville", the name "U of L", and the University of Louisville cardinal bird (registration number 2007784) so long as this Agreement is in effect (the "University Marks"). The Foundation will operate under its own seal and logotype, which, during the term of this Agreement, shall include the University Marks or any combination thereof.

B. All Foundation use of or materials containing the University Marks shall be well suited in

accordance with the purposes of this Agreement and shall be of a high quality that does not derogate from or adversely affect the University Marks or the goodwill and reputation associated therewith or with the University. The Foundation will conform its uses to quality standards approved by the University in its reasonable discretion, which may be changed by the University periodically with written notice to the Foundation and which shall, in no event, be lower than the standards the Foundation applies to maintaining its own trademarks . The Foundation agrees that the University Marks are the University's exclusive property, have acquired secondary meaning and that all related rights and goodwill in the University Marks shall inure solely to the University's benefit. The Foundation shall not acquire any rights or interest in the University's Marks, nor shall the Foundation challenge, attack or contest the ownership or validity of the University's rights in the University Marks.

II. University Governance

A. The University's Board of Trustees is responsible for overseeing the mission, leadership, operations and performance of the University.

B. The University's Board of Trustees is responsible for setting priorities and long-term plans for the University.

C. The University's Board of Trustees, through its designees, is responsible for the employment and compensation of all University employees and for the appointment, compensation, evaluation, and removal of the University President.

III. The Foundation's Relationship to the University

A. Unlike the University, the Foundation is not an agency of the Commonwealth of Kentucky. The Foundation is a Kentucky nonprofit corporation that exists separate and apart from the University and is not subject to the University's control, but which exists to further the University's charitable and educational purposes. The Foundation is a tax-exempt charity pursuant to Section 501(c)(3) of the Code. The purposes of the Foundation shall be as set forth in its Articles of Incorporation, effective November 19, 2014.

B. The Foundation's Board of Directors is responsible for overseeing the Foundation's operations, including control and prudent management of its assets and of all gifts of real estate made for the benefit of the University and held by the Foundation, consistent with donor intent. Oversight is governed by a comprehensive set of bylaws and articles of incorporation that clearly address the board's fiduciary responsibilities, including expectations of individual board members based on ethical guidelines and policies.

C. The Foundation shall establish, maintain and enforce policies to identify and manage potential conflicts of interest among its board members and staff.

D. The Foundation is responsible for employing, compensating, and evaluating all of its employees, including the Foundation Chief Executive; provided that the Trustee Foundation Board Members (defined below) and the University President shall be invited to serve on any personnel committee that hires, reviews, sets compensation for or makes decisions on the removal of the Foundation Chief Executive.

E. The Foundation will use its best efforts to assure that the activities of the Foundation align with the mission and goals of the University and meet applicable accreditation standards. The University will use its best efforts to notify the Foundation of applicable accreditation standards.

IV. The University's Relationship to the Foundation

A. The University President is responsible for communicating University priorities and long-term plans, as approved by the University's Board of Trustees, to the Foundation. The Foundation shall engage in no fund-raising on behalf of the University, with the exception of receiving, at the request of the President of the University or the President's formal designee, private real estate gifts made in support of the University.

B. The University President shall be an *ex-officio*, voting member of the Foundation's Board of Directors.

C. Effective July 1, 2018, at the request of the Chair of the University's Board of Trustees, at least three (3) members of the University's Board of Trustees shall serve as voting members of the Foundation's Board of Directors (the "Trustee Foundation Board Members").

D. The Foundation Chief Executive shall be invited on a regular basis to meetings of the University President's Executive team.

E. The Foundation Chief Executive or his or her designee shall be included as an *ex-officio* member of any University-wide strategic or facilities planning committee.

F. The University, at its option, may contract with the Foundation at fair market value rates for special services different in nature and scope from the Foundation's core responsibility to purchase, hold, and manage real estate for the University's overall enhancement. The services, if any, and compensation amount will be negotiated on an annual basis by April 30th of the preceding fiscal year. The University agrees to provide the Foundation with access, at standard internal University rates, to the University's enterprise and identity management systems, including access to University email and Ulink services and storage space on the University's shared drive or an equivalent successor. To the extent the Foundation asks the University to provide customized functionality for the Foundation or requests that University personnel provide significant support for the Foundation's e-discovery obligations, the University and Foundation will timely negotiate reasonable compensation rates for those services. The Foundation agrees that it will comply with the University's policies and procedures related to access to and use of University email and Ulink services and shared drive storage space, including University policies and procedures related to data security. The University will provide the Foundation with a shared drive exclusively for the use of the

Foundation. The University will provide that shared drive with the same level of security it provides to its own shared drives and agrees that it will not access information stored on that shared drive or other information that the University clearly knows is Foundation information without the express written permission of the Foundation, except as part of normal maintenance or desktop support operations.

G. The University's Chief Financial Officer shall serve, *ex-officio, as* a voting member of the Foundation's Finance Committee.

H. To ensure effective achievement of the items in this Agreement, the University and Foundation officers and representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities. The University and the Foundation will review and, if necessary, amend this Agreement at least every two years, but at a minimum after either institution amends its bylaws. This Agreement may be amended only by a written document signed by both parties and approved by the University's Board of Trustees and the Foundation's Board of Directors.

V. Foundation Responsibilities

A. Asset Management

1. The Foundation agrees to provide the University with timely information about the current market value of its assets, as requested.
2. The Foundation will consult with the University prior to the purchase of or disposition of any assets to ensure alignment with the University's strategic needs and plans. It is agreed that real property purchased by the Foundation should directly or indirectly support the mission of the University. At the express request of the University's Board of Trustees, the Foundation may serve as an instrument for executing the entrepreneurial activities of the University and engage in such activities as purchasing, developing, or managing real estate for multiple purposes, including but not limited to University expansion, student housing, or office building and research facilities.
3. To the extent that the Foundation has revenues that exceed its obligations, such funds shall be invested or used for the benefit of the University, as determined from time to time by the Foundation's Board of Directors.
4. All transfers of funds from the Foundation to the University or to the University of Louisville Foundation, Inc. must be documented in writing or electronically in a form that has a retrievable transaction trail.
5. The Foundation will engage an independent accounting firm annually to conduct an audit of the Foundation's financial and operational records and will provide the University with a copy of the annual audited financial statements, including management letters and responses to management letters within 30 days of receipt or provision.

Within 90 days of the issuance of an audit report with audit findings, the Foundation shall demonstrate to the University that satisfactory progress has been made to implement a corrective action plan. If the University recommends that specific actions be included in the corrective action plan, the Foundation Chief Executive shall promptly communicate the University's recommendations to the Foundation's independent accounting firm and the Foundation's Board of Directors for their consideration.

B. Foundation Funding and Administration

1. The Foundation will maintain its tax-exempt status under Section 501(c)(3) of the Code and carry on its work exclusively for the charitable and educational purposes of the University of Louisville.
2. The Foundation is responsible for establishing an annual operations and capital budget to underwrite the cost of Foundation programs, operations and services which will be provided to the University for review and comment prior to being presented for approval by the Foundation's Board of Directors. In setting its budget, the Foundation shall consider in good faith all suggestions offered by the University regarding the proposed budget and how the budget might be better aligned with the University's mission, goals, and objectives.
3. In addition, the Foundation may use payments received from the University, whether direct (e.g., administrative fees) or in-kind, under the terms of any annual service contract with the University, as described in paragraph IV.F.
4. In establishing a financial plan, the Foundation will provide for necessary office space, computer and telephone systems, utilities, adequate personnel, office supplies, and other such services that may be necessary or required to fulfill its responsibilities and obligations. The Foundation will look for opportunities to coordinate and collaborate and share space and services with the University of Louisville Foundation, Inc. in order to deploy the resources of both organizations as effectively and efficiently as possible.
5. The Foundation shall maintain copies of the plans, budgets, and records developed in connection with the performance of its obligations.
6. The Foundation will provide copies of its financial data and records to the University, upon request, within a reasonable period of time. The Foundation will also provide copies of its annual report and other information that may be publicly released.
7. The Foundation must have a confidential and anonymous mechanism to encourage individuals to report any inappropriateness within the Foundation's financial

management and must prohibit punishment of or retaliation against any employee for reporting problems

8. Officers and employees of the Foundation who have check-signing authority or who handle cash or negotiable instruments must be bonded in an amount determined to be reasonable by the Foundation's governing body, after consultation with the University.
9. The Foundation's Board of Directors, after consulting with the University's insurance and risk management personnel, shall evaluate the potential risks arising from the Foundation's operation and obtain commercially reasonable amounts of general liability and directors'/officers' insurance.
10. Other than those records created and maintained by the University's Office of Advancement, the Foundation shall be responsible for, and custodian of donor records related to the gifts received by the Foundation for the University's benefit and shall make those records available to the University upon reasonable request.
11. The Foundation must have a policy consistent with best practices governing retention and destruction of documents including electronic files. The Foundation and University's policies shall be generally consistent with respect to Foundation records relating to assets held for the University's benefit or transactions or fund transfers involving the University.
12. The Foundation acknowledges that, as of the effective date of this Agreement, it owes the University \$7.8mm, which is the balance of the loan the University made to the Foundation in 2015. The Foundation agrees and commits to repaying the loan amount pursuant to the document attached hereto as Attachment A.

VI. Terms of the Memorandum of Understanding

A. Either party may terminate this Agreement, upon the affirmative vote of not less than 75% of the members of its governing body and 180 days prior written notice to the chief executive officer and Board Chair of the other party. The party initiating the Agreement's termination must act in good faith to schedule and participate in a meeting to resolve differences, which meeting shall include University and Foundation executives and both parties' Board Chairs (or their designees) within 30 days of the initial written notice of intention to terminate the Agreement. At such meeting, the parties shall use their best efforts to resolve all differences.

B. If, after the meeting described in the preceding paragraph, differences remain, the parties shall mutually select a neutral mediator to facilitate a dispute resolution process. Both parties, as represented by their top executives and board chairs, shall participate in good faith in the mediation and use their respective best efforts to resolve all differences. If a neutral mediator has not been selected or the mediation is not successful within sixty days' after the meeting

described in the paragraph VI.A, the parties shall continue to cooperate in good faith to resolve differences. On the date which is 90 days after the meeting described in paragraph VI.A, the parties' top executives and board chairs shall once again meet – including with the mediator if one has been selected. If, at the conclusion of that meeting the parties agree that a resolution is possible they shall agree on a path for achieving such resolution. If, however, at the conclusion of that meeting one or more of the parties do not believe a resolution is possible, the parties shall work together in good faith over the next 60 days to formulate a plan of termination, which plan shall govern their separation and their relationship after termination of this Agreement. If the parties have not agreed on a plan of termination within that 60 day period, then the Agreement shall terminate at the end of such 60 days.

C. Notwithstanding the foregoing, either party may terminate this Agreement upon the affirmative vote of not less than 75% of its governing body in the event the other party materially defaults in the performance of its obligations and fails to cure the default within a reasonable period (not less than 90 days) after receiving written notice of intention to terminate this Agreement (which notice shall describe the material default in reasonable detail).

D. Notwithstanding the foregoing, both parties recognize that, whether this Agreement has been terminated or remains in full force and effect, the Foundation has a fiduciary duty to fulfill its responsibilities to the University and its donors. That obligation continues after the termination of this Agreement.

E. The Foundation agrees to comply with all state and federal laws applicable to it and to maintain its tax-exempt status at all times. Consistent with provisions appearing in the Foundation's Articles of Incorporation, in the event of the dissolution and liquidation of the Foundation or in the event the Foundation ceases to be recognized under Section 501(c)(3) of the Code, the Foundation will transfer its assets and property to the University, if the University is then in existence and otherwise competent to receive them.

F. The parties' obligations under paragraphs I, III.B, III.E, V.A, V.B, VI.D. and VI.E shall survive the termination of this Agreement.

G. This Memorandum of Understanding supersedes and replaces all prior Agency Agreements between the University and the Foundation.

H. This Memorandum of Understanding may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by email transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by email shall be deemed to be their original signatures for any purposes whatsoever.

This Memorandum of Understanding, made as of this 26th day of October, 2017, between the University and the Foundation is intended to set forth policies and procedures that will contribute to the coordination and understanding of their mutual activities and responsibilities. It shall, subject to the provisions above, remain in effect until June 30, 2019 and shall automatically renew for additional two year terms unless modified by the parties.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the day and date first above written.

The University of Louisville

Signature on file

By: J. David Grissom
Chair, Board of Trustees

Date: 10/30/2017

Signature on file

By: Gregory C. Postel, M.D.
Interim President

Date: 10/30/17

The University of Louisville Real Estate Foundation, Inc.

Signature on file

By: W. Earl Reed III
Chair, Board of Directors

Date: 10/27/17

Signature on file

By: Keith M. Sherman
Interim Executive Director & COO

Date: 10/26/17

DRAFT - For discussion purposes only
 Use of TIF Cash for business planning for ULREF

Beginning balances	FY18	FY19	FY20	FY21	FY22	Total	Ending balances
Cash on hand (beginning of year)	5,769,336	2,651,919	1,383,196	645,238	110,779		
Cash held in money markets related to LOC	5,389,000						
	11,269,336	2,651,919	1,383,196	645,238	110,779		

Revenue/Cash receipts	FY18	FY19	FY20	FY21	FY22	Total
Tax Incremental Financing	5,411,300	5,481,647	5,574,835	5,680,757	5,680,757	22,148,539
Expenses/Cash paid out						
Interest expense - KYT Note Payable	587,009	564,431	541,854	519,277	496,700	2,709,270
Interest expense - ULREF LOC	210,720	45,154	45,154	45,154	45,154	391,336
Interest expense - UL payable	367,500	292,500	217,500	142,500	67,500	1,087,500
Interest expense - Preston Garage	373,600	373,600	373,600	373,600	373,600	1,868,000
Repairs and maintenance	287,944	526,946	526,946	526,946	526,946	2,395,728
Taxes	357,739	357,739	357,739	357,739	357,739	1,788,695
Total	2,184,512	2,160,370	2,062,793	1,965,216	1,867,698	10,240,529
Net Income/(loss) - Cash basis	3,226,788	3,321,277	3,512,042	3,715,541	3,813,118	11,908,010

Net Capital disposals	FY18	FY19	FY20	FY21	FY22	Total
Capital needs	(1,094,205)	10,000,000	1,000,000	1,000,000	2,000,000	14,000,000
Net cash available for reserves and debt payments	13,401,919	15,975,196	5,895,238	5,360,779	5,923,897	25,908,010
KYT Debt payment	(19,500,000)	(750,000)	(750,000)	(750,000)	(750,000)	(3,750,000)
ULREF LOC payment	(6,999,980)	(2,000,000)	(2,000,000)	(2,000,000)	(2,000,000)	(5,500,000)
UL Payable payment	(9,800,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(9,800,000)
ULREF Loan	(28,800,000)	(1,500,000)	(1,500,000)	(1,500,000)	(1,500,000)	(7,500,000)
Preston Garage	(9,340,000)	(9,340,000)	(1,000,000)	(1,000,000)	(1,000,000)	(9,340,000)
Reserves/escrow/other capital needs	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(5,000,000)
Net cash used for reserves and debt payments	(74,439,980)	(10,750,000)	(14,590,000)	(5,250,000)	(5,250,000)	(40,890,000)
Cash on hand (end of year)	2,651,919	1,383,196	645,238	110,779	873,897	5,000,000