

GIFT AGREEMENT

INTRODUCTION

The Purpose of this document is to memorialize the agreement between Henry and Susan Samuelli (Donors), the UCI Foundation (Foundation), and the University of California, Irvine (UCI) regarding a gift to be made by the Donors to the UCI School of Engineering in support of its electrical and computer engineering programs and other related disciplines within the School. This agreement will be made a part of the Foundation's permanent records and is intended to serve as a guide to those who will administer these funds in the future.

DESCRIPTION OF THE GIFT

The Donors wish to demonstrate their support of the University of California, Irvine School of Engineering by irrevocably pledging \$20 million to be paid as follows: \$10 million on or before December 31, 1999, and an additional \$10 million to be paid at the discretion of the Donors, with completion of pledge payments on or before December 31, 2003. UCI expects the School of Engineering to increase significantly in size and quality over the next decade. If the campus and the School of Engineering increase in enrollment as expected, the School of Engineering should grow to approximately 120 or more faculty during the next decade. It is the Donors wish to support this growth.

THE UCI FOUNDATION

The UCI Foundation represents that it is qualified as a charitable organization (federal ID 95-2540117), for which the Donors are or will be entitled to charitable contribution tax deductions under Internal Revenue Code sections 170(b)(1)(A), 170(c), 2055 and 2522.

USES OF INITIAL \$10 MILLION GIFT

The distribution of the initial \$10 million gift will be as follows:

A. \$3.0 million Endowed Faculty Positions

A total of three endowed faculty positions, one each in electrical engineering, computer engineering, and a Microelectromechanical Systems (MEMS) related area within the School of Engineering. Specific allocation will be determined by the Dean of the School in consultation with the Donors.

The faculty positions supported by this endowment may be either senior faculty of academic distinction who shall be known as Samuelli Professors of (appropriate discipline) or younger faculty early in their academic careers who shall be known as Samuelli Faculty Fellows. The Dean of the School of Engineering with the approval of the Chancellor shall determine the number of Professors and Fellows, and term of the Fellows. A Samuelli Faculty Fellow may typically hold this position for no more than three years.

The endowment payout shall be used to support the teaching, research, and service activities of the faculty recipients. The faculty recipients shall determine the use of funds according to a budget approved annually by the appropriate campus administrator in the normal budgetary process. However, no portion of the endowment income may be applied to a faculty's academic year salary.

Upon the recommendation of the Dean and approval by the Chancellor, the Samueli Professor may be held for 5-year renewable terms, subject to satisfactory review of the professor's performance. The Donors understand that the establishment of these endowed faculty positions is subject to the approval of the President of the University of California.

B. \$3.5 million Graduate Fellowship Endowment

Distribution of endowment payout will be divided to support competitive fellowships for enrolled graduate students among (a) electrical engineering (30% of payout), (b) computer engineering (30% of payout), and (c) the Dean of the School of Engineering for distribution at his discretion (40% of payout).

C. \$1.0 million Undergraduate Scholarship Endowment

Distribution of endowment payout will be divided to support competitive scholarships for enrolled undergraduate students majoring in engineering among (a) electrical engineering (30% of payout), (b) computer engineering (30% of payout), and (c) the Dean of the School of Engineering for distribution at his discretion (40% of payout).

D. \$2.0 million Current-use Funds for Dean's Discretionary Use

A fund or funds will be created to support those activities, programs, or capital projects that the Dean of the School of Engineering has deemed of highest importance.

E. \$0.5 million Current-use Fund for Special Projects

A fund will be created to support special projects in the School of Engineering such as faculty summer salary assistance and other priority projects. This fund will be administered at the discretion of the Dean of the School of Engineering.

USES OF SECOND \$10 MILLION GIFT

The second \$10 million gift will be distributed by the same formula listed above for the first \$10 million or, as decided by the Dean of the School of Engineering after consultation with the Donors, and approval of the Chancellor, for other purposes deemed to be in the best interests of the School of Engineering.

NAMING CONSIDERATIONS

In recognition of the Donors support as described by this document, and upon receipt of the initial \$10 million gift, UCI agrees to name in perpetuity, subject to the approval of the President of the University of California, the UCI School of Engineering "The Henry Samueli School of Engineering." In the future, should there be additional departments added to the School of Engineering, the Dean of the School of Engineering and the Chancellor of UCI may, in consultation with the Donors, change the name of the School to reflect those additions. The naming will be handled consistent with University policy, including identification of the School name and building on maps, through appropriate signage, and in all written materials referencing the School.

UNIVERSITY RENOVATION COMMITMENTS

UCI has committed approximately \$800,000 over the next 1-2 years to replace vacuum pumps, replace elevator controls, and upgrade the electronic communication network in the Engineering Tower building.

The University further agrees to improve the Engineering Tower building through expenditure of up to \$500,000 over the next 5 years to address such items as interior lighting upgrades, research and teaching laboratory upgrades, classroom expansion and bathroom modifications to improve the appearance and functionality of the building.

ADMINISTRATION OF ENDOWMENT

The Donors understand that the portion of their gift that is endowed will be managed by the Board of Directors of the UCI Foundation in accordance with the Foundation's investment and disbursement policies. The current endowment fund spending policy allows for allocation of income equivalent to 5% of the 36 month moving average market value of the endowment portfolio. Income earned in excess of the spending rate may be reinvested in endowment principal. Changes to current policy may occur upon recommendation by the Chancellor to the UCI Foundation Board of Trustees for ratification. The funds may be combined with the Foundation's other assets for investment purposes. The Chancellor may authorize the addition of income to principal to the funds to mitigate the effects of inflation. If funds are not expended in any year, upon the recommendation of the Dean of the School of Engineering and the approval of the Chancellor, the income will be added to the corpus of the endowment.

The Donors have been advised of UCI's cost recovery fee policy, currently 5% on all gifts. There are several source options available for the payment of the cost recovery fee. The Donors agree that the fees will be assessed as determined by the dean in consultation with Chief Financial Officer of UCI Foundation.

BINDING OBLIGATION

This agreement shall be binding upon and inure to the benefit of the Donors, the University and the Foundation, and their respective successors, heirs, assigns, administrators and executors. The Donors intend this Gift Agreement to be fully enforceable against the Donors estate, to the extent that the obligation has not been satisfied by gifts completed following the date of this Agreement. The Donors agree to insert dispositive provisions in their will or living trust that will be consistent with this Agreement. Without in any way limiting their obligation to make the above described gifts, the Donors may cause such obligation to be satisfied in whole or in part by other related family entities.

UNFORESEEABLE CIRCUMSTANCES

In the unlikely event that, at some future time, it becomes impossible for any of the categories specified above for the gift to serve the specific purpose for which they were created, the Chancellor shall direct that the principal and income from any of these categories be devoted to purposes that are deemed to be the most consistent with the wishes of the Donors and, if possible, in consultation with their heirs.

MISCELLANEOUS

- a. Situs: This gift agreement is executed in and shall be governed by the laws of the state of California.
- b. Effective date: The effective date of this agreement shall be 12-15-99.

For the Donors:

Henry Samueli 12-15-99
Henry Samueli Date

Susan F. Samueli 12-15-99
Susan F. Samueli Date

For the University:

Ralph J. Cicerone December 17, 1999
Ralph J. Cicerone Date
Chancellor

William J. Lillyman 12/17/99
William J. Lillyman Date
Executive Vice Chancellor

For the School:

Nicolaos G. Alexopoulos
Nicolaos G. Alexopoulos Date
Dean, School of Engineering

For the UCI Foundation:

Thomas R. Moebus 12/17/99
Thomas R. Moebus Date
President, UCI Foundation

cc: McDougall
Longhurst

SUSAN AND HENRY SAMUELI

August 27th, 2004

John Longhurst, M.D., Ph.D.
Associate Dean and Director
Susan Samuelli Center for Integrative Medicine
University of California, Irvine
C240 Medical Sciences
Irvine, California 92697-4076

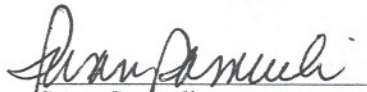
Dear John,

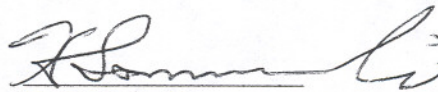
We are writing to let you know of our approval for UC Irvine and the College of Medicine to direct one million dollars of our five million dollar gift towards a new administrative chair for the Susan Samuelli Center for Integrative Medicine. It is our understanding that this chair, pending approval by the campus and the University of California's Office of the President, shall be called the Susan Samuelli Chair for Integrative Medicine.

This one million dollar funding allocation is being made as a result of support provided to UC Irvine as a part of our original gift agreement dated November 11, 1999 and amended in December 2003.

It is our hope that this new chair will complement the excellent work being performed by the Center.

Sincerely,


Susan Samuelli


Henry Samuelli

2101 East Coast Hwy., 3rd Floor Corona del Mar, CA 92625

**ADDENDUM TO THE GIFT AGREEMENT
TO ESTABLISH
THE CENTER FOR COMPLEMENTARY AND ALTERNATIVE MEDICINE
IN THE
UCI COLLEGE OF MEDICINE**

In consideration of the mutual agreements set forth herein, reliance upon said agreements, and other good and valuable consideration, this Addendum is executed by and between Henry and Susan Samueli (Donors), The Regents of the University of California for benefit of the Irvine campus (University) and The UCI Foundation (Foundation) regarding a gift to support the UCI College of Medicine (School).

As established by a unanimous vote of The Susan Samueli Center for Complementary and Alternative Medicine's (Center) board on September 19, 2003, the name of the Center shall be changed to the "Susan Samueli Center for Integrative Medicine". As a result of the Center's agreed upon change of name, all parties to the original gift agreement dated November 17, 1999 agree to amend paragraph five's ("Purpose") first sentence as follows:

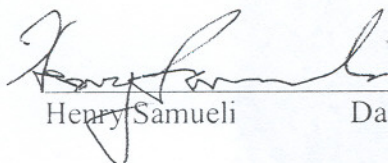
The purpose of this gift is to establish the "Susan Samueli Center for Integrative Medicine" in the UCI College of Medicine.

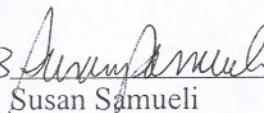
THIS ADDENDUM IS MADE AND ENTERED INTO AS OF THE FOLLOWING DATES BY
AND BETWEEN:

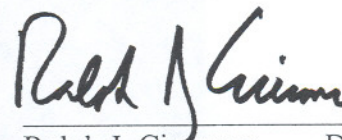
For the Donors:

For the Donors:

For the University:

 12-30-03
Henry Samueli Date

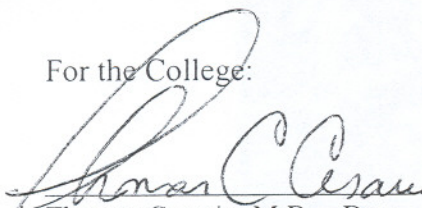
 12/20/03
Susan Samueli Date

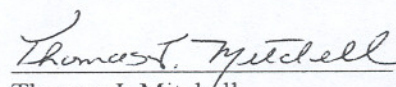
 12/14/03
Ralph J. Cicerone Date
Chancellor

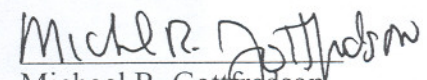
For the College:

For the Foundation:

For the University:


Thomas Cesario, M.D. Date
Dean, College of Medicine


Thomas J. Mitchell
President


Michael R. Gottfredson
Executive Vice Chancellor

GIFT AGREEMENT

INTRODUCTION

The Purpose of this agreement is to summarize the mutual understanding of Henry and Susan Samueli (Donors), The UCI College of Medicine (School), the UCI Foundation (Foundation), and the University of California, Irvine (UCI) regarding a gift to support the College of Medicine. This agreement will be made a part of the Foundation's permanent records and is intended to serve as a guide to those who will administer these funds in the future.

DESCRIPTION OF THE GIFT

The Donors hereby irrevocably pledge \$5,000,000 (Five Million Dollars) to establish a fund as described by this document. The Donors intend to complete the pledge by December 31, 1999.

These funds may be used in accordance with the original intent of the Samuelis¹ to support complementary and alternative medicine. The funds will be administered in a manner that is consistent with University policy and after approval by the center director(s) and, when necessary, in consultation with the Board of Advisors.

THE UCI FOUNDATION

The UCI Foundation represents that it is qualified as a charitable organization (federal ID 95-2540117), for which Donors are or will be entitled to charitable contribution tax deductions under Internal Revenue Code sections 170(b)(1)(A), 170(C), 2055 and 2522.

PURPOSE

The purpose of this gift is to establish a Center² for Complementary and Alternative Medicine in the UCI College of Medicine. The proposed Center will conduct meaningful research and develop medical school curricula that will provide physicians with a solid, evidence-based understanding of a wide range of complementary and alternative therapies and that will serve as a resource for science-based information for other health care providers and the community-at-large.

¹ See attached concept paper, which was developed in consultation with Susan Samueli, and reviewed and approved by Henry and Susan Samueli.

² With this signed gift agreement, the College of Medicine will commence application to the UCI Council on Research, Computing, and Library Resources for naming an informal center. In the unlikely event that this designation is not approved, the UCI Foundation and the College of Medicine will work with the donors to incorporate other suitable wording, reflecting the stature of this gift.

The proposed Center will form a Board of Advisors that will initially focus its efforts on strategic planning for the Center. These planning efforts will include careful evaluation of research emphases; curricular needs and physician training; and community outreach and education. With her consent, Susan Samueli will be a founding member of this Board of Advisors, providing leadership in the early development of the proposed Center, and will participate in an advisory capacity as long as she chooses.

The proposed Center will build on the considerable knowledge and experience of its faculty to study the efficacy of various therapeutic modalities considered to be a part of complementary and alternative medicine, including herbs and homeopathic medicine, as they relate to areas such as cardiovascular, autoimmune and neuromuscular diseases; cancer treatment and prevention; and menopause and aging. In addition, the proposed Center will foster UCI's emergence as a leader in the area of acupuncture by supporting basic and clinical research into the mechanism of action and the efficacy of acupuncture as a modality. The proposed Center will encourage and foster multidisciplinary studies that involve appropriate faculty from across the campus as well as from other institutions.

Through the UCI College of Medicine, the proposed Center will help educate new physicians to understand and evaluate the value of complementary and alternative therapies and will also serve as a source of science-based information for medical professionals, alternative practitioners and the community.

RECOGNITION

In recognition of this gift and subject to approval by the UCI Council on Research, Computing and Library Resources, UCI agrees to name the proposed Center for Complementary and Alternative Medicine within the College of Medicine as the "Susan Samueli Center for Complementary and Alternative Medicine." The naming will be consistent with University policy, including identification of the Susan Samueli Center for Complementary and Alternative Medicine in print materials and through appropriate signage.

In reliance upon the gift herein described, the UCI Foundation will use this agreement as a basis to solicit other gifts to support the proposed Center, and UCI may commence staff recruitment, board development and other functions to initiate Center activities.

UNFORESEEABLE CIRCUMSTANCES

In the unlikely event that, at some future time, it becomes impossible for any of the categories of the fund to serve the specific purpose for which they were created, the Chancellor shall direct that the principal and income from any of these categories be devoted to purposes that are deemed to be the most consistent with donors' wishes, AND if possible in consultation with their heirs.

MISCELLANEOUS

- a. Situs: This gift agreement is executed in and shall be governed by the laws of the state of California.
- b. Effective date: The effective date of this agreement shall be 11/17/99.

For the Donors:

For the University:

Henry Samueli 11-17-99
Henry Samueli Date

Ralph J. Cicerone 11/24/99
Ralph J. Cicerone Date
Chancellor

Susan Samueli 11-17-99
Susan Samueli Date

William J. Lillyman 11/23/99
William J. Lillyman, Ph.D. Date
Executive Vice Chancellor

For the School:

For the Foundation:

Thomas C. Cesario 11-24-99
Thomas C. Cesario, M.D. Date
Dean, College of Medicine

Thomas R. Moebus 11-19-99
Thomas R. Moebus Date
President, UCI Foundation



UNIVERSITY of CALIFORNIA • IRVINE
FOUNDATION

Gift Agreement

I. Introduction

The purpose of this Gift Agreement ("Agreement") is to summarize the mutual understanding of The Samueli Foundation ("Donor"), The University of California, Irvine Foundation ("Foundation"), and The Regents of the University of California for the benefit of The Henry Samueli School of Engineering ("School") and the University of California, Irvine campus ("UC Irvine") (hereinafter collectively may be referred to as the "Parties") regarding an irrevocable gift. This Agreement will be made a part of the Foundation's records and is intended as a guide to those who will administer the funds in the future.

II. The University of California, Irvine Foundation

The Foundation represents that it is qualified as a charitable organization and a 501(c)(3) non-profit public benefit organization (Federal ID 95-2540117).

III. Description of the Gift

The Donor hereby irrevocably pledges \$2,000,000 (two million dollars) (hereinafter referred to as the "Gift") to the Foundation. This Gift will be fulfilled on or by December 31, 2008.

If payments are made with stock, the securities will be transferred to an account in the name of the Foundation. The value of the payment will be established on the date of transfer of the stock. The Foundation is authorized to sell the stock as soon as it is determined to be prudent. The proceeds from the sale of the stock will be invested in accordance with the investment policies of the Foundation.

IV. Purpose, Use, and Administration of the Funds

The goal of this Gift is to support the *UC Irvine/Israeli Scholar Exchange Endowment for Engineering Science* program between UC Irvine, the Technion, and Tel Aviv University. This program will facilitate the exchange of faculty, research staff and students initially between these two named universities. The program may be expanded to include other Israeli Universities and Institutions as needed.

The endowment created will be managed by the Foundation's Board of Trustees in accordance with the Foundation's investment and disbursement policies, and in accordance to the terms and conditions of the Uniform Management of Institutional Funds Act (UMIFA).

The Chancellor may authorize the return of payout to the fund principal under the following circumstances:

- during the period prior to pledge fulfillment
- during periods when the endowment may not be used
- when the payout exceeds the annual needs of the academic program or designated Gift purpose.

The Donor is aware that the Gift will comply with current policy and administrative guidelines of the University of California and UC Irvine. Additionally, the Donor understands that the Gift will be subject to UC Irvine's administrative fee policies for gifts to the campus.

V. Future Considerations

The Foundation and UC Irvine are committed to the Donor's objectives and will pursue the specific Gift purpose(s) as defined by the Donor's intentions reflected in this Agreement. There is a possibility that, in the future, it may become impossible for this Gift to serve the Donor's specific purpose(s) found in this Agreement. If this unlikely circumstance should occur, UC Irvine will consult with the Donor or his/her heirs, if practicable, and the UC Irvine Chancellor will direct that the Gift be devoted to purposes at UC Irvine that the Chancellor, in consultation with the Foundation's President and the School's Dean, deems to be most consistent with the Donor's wishes.

VI. Recognition and Naming

In appreciation of this Gift, UC Irvine agrees to name the endowment for the Donor. The proposed name will be the **"UC Irvine/Israeli Scholar Exchange Endowment for Engineering Science"** consistent with University policy.

The Donor agrees to allow UC Irvine to publish his/her names in various publications and press releases and publicity vehicles after receiving consent and appropriate approvals from the Donor. For recognition purposes, the Donor shall be identified as "Samueli Foundation".

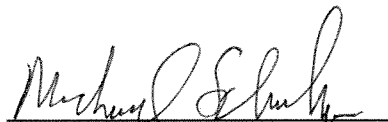
VII. Binding Obligation

The Donor intends this Agreement to be fully enforceable against the Donor to the extent that the obligation has not been satisfied by gifts completed following the date of this Agreement.


VIII. Miscellaneous

- a) Situs: This Agreement is executed in and shall be governed by the laws of the state of California.
- b) Amendment: This Agreement may be amended at any time by written agreement signed by each party.
- c) Date: The effective date of this Agreement shall be the date this Agreement is fully executed.

For the Donor:

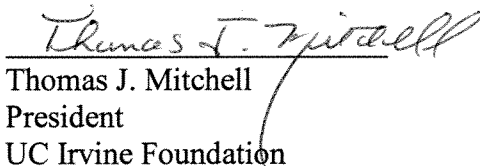

Michael Schulman

For UC Irvine:


Date 10/16/07 Michael V. Drake
Chancellor


10/18/07
Date

For the Foundation:


Thomas J. Mitchell
President
UC Irvine Foundation

10-18-07
Date

For the School:


Nicolaos G. Alexopoulos
Dean
The Henry Samueli School of Engineering

10/18/07
Date



UNIVERSITY OF CALIFORNIA, IRVINE
FOUNDATION

Please mail or fax this completed form to:

Deborah Sarkas
Director of Development & External Relations
University of California, Irvine
School of Social Ecology
300 Social Ecology I
Irvine, CA 92697-7050

Company Name: The Samueli Foundation

Address: 2101 E. Coast Highway 3rd Floor Corona Del Mar, CA 92625

Primary Contact: Maggie Scherer

Telephone: (949) 760-4400 Fax: () Email:

GIFT:

- ☐ Enclosed is our check payable to **UC IRVINE** in the amount of \$ _____
☐ This gift is the first installment for our pledge (please see information below)
☐ Please charge this \$ _____ gift to our credit card (an authorized signature is required at the end of this form):

☐ MasterCard ☐ VISA ☐ Discover ☐ American Express

(name of cardholder)

(card number)

(exp. MM/YY)

PLEDGE:

X We hereby pledge \$500,000 payable over five years for staff support to the Center for Unconventional

Security Affairs.*

☒ Please bill us: ☐ monthly ☐ quarterly ☐ semi-annually ☒ annually for 5 payments
(number of payments)

* The first payment of \$100,000 was made on January 31, 2008.

* Note that gift payments made be made for a period of up to five (5) years.

A reminder notice will be sent to you one month prior to the payment date(s).

RECOGNITION:

☒ Please contact me/us regarding an appropriate naming opportunity commensurate with this gift/pledge.

☐ "I/We wish to remain anonymous" at the following level:

____ Show name, not amount; ____ Show amount, not name; ____ Do not show name or amount

SIGNATURE of Authorized Representative:

Susan Samueli
Signature

4/3/08
Date

Name: Susan Samueli

Title: Samueli Foundation Co-founder



UNIVERSITY of CALIFORNIA • IRVINE

FOUNDATION

Gift Agreement

I. Introduction

The purpose of this agreement is to summarize the mutual understanding of The Samueli Foundation (Donor), the University of California, Irvine Foundation (Foundation), and The Regents of the University of California for the benefit of the Irvine Campus (UCI), regarding an irrevocable gift in support of the School of Medicine (School). This agreement will be made a part of the Foundation's and UCI's records and is intended as a guide to those who will administer the fund in the future.

II. The University of California, Irvine Foundation

The Foundation represents that it is qualified as a charitable organization and a 501(c)(3) non-profit public benefit organization (federal ID 95-2540117).

III. Description of the Gift

The Donor hereby irrevocably pledges a total of \$50,000 to the Foundation. The pledge will be fulfilled on or before December 31, 2010.

IV. Purpose and Administration of the Fund

The purpose of the gift is to support of the Hans Keirsteads's Spinal Muscular Atrophy Project. The Donor understands that the gift will be administered in accordance with the University of California and UCI's administrative guidelines and procedures, and will be subject to the current administrative fees for gifts to the campus.

V. Recognition

UCI may publish the name of the Donor/s in various publications, press releases, and publicity vehicles. For recognition purposes related to this agreement, the Donor shall be identified as "The Samueli Foundation."

VI. Binding Obligation

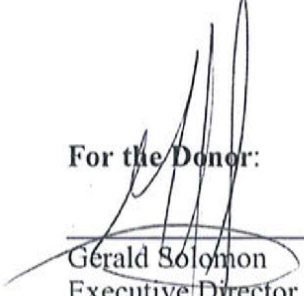
The Donor intends this pledge agreement to be fully enforceable against his/her estate to the extent that the obligation has not been satisfied by gifts completed following the date of this agreement.

VII. Miscellaneous

- a) Situs: This agreement is executed in and shall be governed by the laws of the state of California.
- b) Amendment: This agreement may be amended at any time by written agreement signed by each party.
- c) Date: The effective date of this agreement shall be the date this agreement is fully executed.

Signature Page Follows

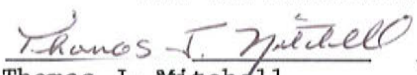
For the Donor:



Gerald Solomon
Executive Director
The Samueli Foundation

1-7-10
Date

For UCI: and the Foundation



Thomas J. Mitchell
Vice Chancellor, University Advancement
and President, The University of California
Irvine Foundation

1-8-10

Date



UNIVERSITY of CALIFORNIA • IRVINE

FOUNDATION

Gift Agreement

I. Introduction

The purpose of this Agreement is to summarize the mutual understanding of the Samuelli Foundation (Donor), the University of California, Irvine Foundation (Foundation), and The Regents of the University of California for the benefit of the Irvine Campus (UCI), regarding an irrevocable gift in support of the School of Medicine (School). This Agreement will be made a part of the Foundation's and UCI's records and is intended as a guide to those who will administer the fund in the future.

II. University of California, Irvine Foundation

The Foundation represents that it is qualified as a charitable organization described in Section 501(c)(3) and as a public charity under 170(b)(1)(A) of the Internal Revenue Code. (Federal ID 95-2540117).

III. Description of the Gift

The Donor hereby irrevocably pledges a total of \$137,500 to the Foundation. The Gift will be fulfilled on or before December 31, 2015.

Payments will be made in money or in marketable securities acceptable to the Foundation. If payments are made with stock, the securities will be transferred to an account in the name of the Foundation. The value of the Gift will be established on the date of transfer of the stock. The Foundation is authorized to sell the stock as soon as it is determined to be prudent. The proceeds from the sale of the stock will be invested in accordance with the investment policies of the Foundation.

IV. Purpose and Administration of the Fund

The purpose of the Gift is to support the School of Medicine in the following ways:

- \$37,500 to sponsor three tables at the UC Irvine Health Heroes Gala at \$12,500 each. This includes \$2,475 non-charitable goods and services, leaving a net charitable contribution of 35,025.
- \$100,000 to support the Preventive Cardiology Program "Fund-A-Need."

The Donor understands that the Gift will be administered in accordance with the University of California and UCI's administrative guidelines and procedures, and will be subject to the applicable administrative fees for gifts to the campus.

V. Future Considerations

The Foundation and UCI are grateful for the Donor's support of the campus and are committed to fulfilling the Donor's objectives reflected in this Agreement. As research and academic programs move forward, there is the possibility that it may become impracticable for this Gift to serve the specific purpose of the stated intentions. If this unlikely circumstance should occur, UCI will consult with the Donor, if possible, and the UCI Chancellor will direct that the Gift be devoted to UCI purposes that the Chancellor deems to be most consistent with the Donor's wishes.

VI. Recognition

UCI may publish the name of the Donor in various publications, press releases, and publicity vehicles. For recognition purposes related to this Agreement, the Donor will be identified as "Samueli Foundation."


VII. Binding Obligation

The Donor intends this Gift Agreement to be fully enforceable to the extent that the obligation has not been satisfied by gifts completed following the date of this Agreement.

VIII. Miscellaneous

- a) Situs: This Agreement is executed in and will be governed by the laws of the state of California.
- b) Entire Agreement: This Agreement constitutes the entire understanding of the Parties concerning the terms of this Gift.
- c) Amendment: This Agreement may be amended at any time by written agreement signed by each party.
- d) Date: The effective date of this Agreement will be the date this Agreement is fully executed.

For the Donor:




Gerald R. Solomon
Executive Director

7/29/15

Date

For UCI and the Foundation:



Gregory R. Leet
Vice Chancellor, University Advancement,
Vice President and COO, UCI Foundation

8/20/15

Date



UNIVERSITY of CALIFORNIA • IRVINE

FOUNDATION

Gift Agreement

I. Introduction

The purpose of this agreement is to summarize the mutual understanding of The Samueli Foundation or its designee (Donor), the University of California, Irvine Foundation (Foundation), and The Regents of the University of California for the benefit of the Irvine Campus (UCI), regarding an irrevocable gift in support of The Henry Samueli School of Engineering (School), (collectively "Parties"). This agreement will be made a part of the Foundation's and UCI's records and is intended as a guide to those who will administer the fund in the future.

II. The University of California, Irvine Foundation

The Foundation represents that it is qualified as a charitable organization described in Section 501(c)(3) and as a public charity under 170(b)(1)(A) of the Internal Revenue Code. (Federal ID 95-2540117).

III. Description of the Gift

The Donor hereby irrevocably pledges a total of \$1,400,000 to the Foundation. The pledge will be fulfilled on or before December 31, 2020, according to the following schedule:

- \$280,000 on or before December 31, 2016
- \$280,000 on or before December 31, 2017
- \$280,000 on or before December 31, 2018
- \$280,000 on or before December 31, 2019
- \$280,000 on or before December 31, 2020

Payments will be made in money or in marketable securities acceptable to the Foundation. If payments are made with stock, the securities will be transferred to an account in the name of the Foundation. The value of the gift will be established on the date of transfer of the stock. The Foundation is authorized to sell the stock as soon as it is determined to be prudent. The proceeds from the sale of the stock will be invested in accordance with the investment policies of the Foundation.

IV. Establishment of the Funds

This Gift, combined with a separate gift in the amount of \$100,000 from Opus Foundation, will create a \$1,500,000 endowment fund within the Foundation to support the establishment of a new administrative endowed chair in support of the Department of Electrical Engineering and Computer Sciences (Department) within the School. This fund will be called the Nicolaos G. and Sue Curtis Alexopoulos Presidential Chair Fund. The University of California will establish a matching fund of \$500,000 to be named the Nicolaos G. and Sue Curtis Alexopoulos Presidential Chair Matching Fund. Collectively, these two funds will be referred to as "Chair Funds."

The Nicolaos G. and Sue Curtis Alexopoulos Presidential Chair Fund, a true endowment to be held by the University of California, Irvine Foundation, will be established when this Gift Agreement has been reviewed, signed and dated by the Donor and an appropriate university official and has been fully funded.

The Nicolaos G. and Sue Curtis Alexopoulos Presidential Chair Matching Fund, a fund functioning as an endowment to be held by The Regents and invested by the Chief Investment Officer of The Regents, shall be established upon formal approval of the Chair by the President of the University. Approval will be contingent upon full funding of the Nicolaos G. and Sue Curtis Alexopoulos Presidential Chair Fund by Donor.

In the unlikely event that the Nicolaos G. and Sue Curtis Alexopoulos Presidential Chair Fund does not meet the pledged amount, the Chancellor of the Irvine campus is authorized to re-designate the purpose of this fund, taking into consideration Donor's expressed wishes as to the designated purpose described in this document. Any University matching funds will be returned and the Chair will not be established.

The establishment of the Chair Funds will comply with current policies of the UC Regents and the UC Irvine Foundation.

V. Purpose and Administration of the Fund

The Chair Funds will be administered in accordance with UCI Policies and Procedures on Endowed Chairs: Establishment, Administration, and Appointment of Faculty. As an administrative chair, the chair holder will be the Chair of the Department of Electrical Engineering and Computer Science.

The expendable distribution from the Nicolaos G. and Sue Curtis Alexopoulos Presidential Chair Fund shall be transferred to The Regents and used to support faculty salaries and/or graduate fellowships in the Department. The expendable distribution from the Nicolaos G. and Sue Curtis Alexopoulos Presidential Chair Matching Fund shall be used to support the teaching, research, and service activities of the Department. Distributions shall be made under the direction of the Chair of the Department of Electrical Engineering and Computer Science in the School in accordance with established UC Irvine policies and procedures.

The Donor understands that the gift will be administered in accordance with the University of California and UCI's administrative guidelines and procedures, and will be subject to the current administrative fees for gifts to the campus.

The Nicolaos G. and Sue Curtis Alexopoulos Presidential Chair Fund will be managed by the Foundation's Board of Trustees in accordance with the Foundation's investment and disbursement policies, and in accordance with the terms and conditions of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). The Chancellor may authorize the return of payout to the fund principal of the Chair Funds under the following circumstances:

- During the period prior to pledge fulfillment;
- During periods when there are no qualified expenses as described under "Purpose and Administration;"
- When the payout exceeds the annual needs of the academic program or designated gift purpose.

VI. Future Considerations

The Foundation and UCI are grateful for the Donor's support of the campus and are committed to fulfilling the Donor's objectives reflected in this Agreement. As research and academic programs move forward, there is the possibility that it may become impracticable for this Gift to serve the specific purpose of the stated intentions. If this unlikely circumstance should occur, UCI will consult with the Donor, if possible, and the UCI Chancellor will direct that the Chair Fund payout be devoted to UCI purposes that the Chancellor deems to be most consistent with the Donor's wishes.

VII. Recognition

UCI may publish the name of the Donor in various publications, press releases, and publicity vehicles. For recognition purposes related to this agreement, the Donor will be identified as "The Samueli Foundation."

The proposed name for the endowed chair supported by this pledge will be the "Nicolaos G. and Sue Curtis Alexopoulos Presidential Chair in Electrical Engineering and Computer Science." The Donor understands that this name is subject to the approval of the University of California President, upon recommendation by UCI's Chancellor.

The naming of endowed chairs is subject to approval by the University of California President. If at any time following the approval of a naming, circumstances change substantially so that the continued use of that name may compromise the public trust, the General Counsel of the University will consult with the California Attorney General, whose responsibility is to protect the philanthropic intentions of California's citizens and donors, regarding future action.

VIII. Binding Obligation

The Donor intends this Agreement to be fully enforceable to the extent that the obligation has not been satisfied by gifts completed following the date of this agreement.

IX. Miscellaneous

- a) Situs: This Agreement is executed in and will be governed by the laws of the state of California.
- b) Entire agreement: This Agreement constitutes the entire understanding of the Parties concerning the terms of this Gift.
- c) Amendment: This Agreement may be amended at any time by written agreement signed by each party.
- d) Date: The effective date of this Agreement will be the date this Agreement is fully executed.

Signature Page Follows

For the Donor:




Gerald R. Solomon
Executive Director

9/8/15

Date

For UCI:



Howard Gillman
Chancellor

11-16-15

Date

For the Foundation:



Gregory R. Leet
Vice President and COO

10/29/15

Date

In Acknowledgment, For the School:



Gregory Washington
Dean

10/16/15

Date