

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

AGREEMENT

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of February, 2011, by and between Gastonia Conference Center, LLC, a North Carolina limited liability company (the "Manager") and the City of Gastonia, North Carolina, a North Carolina municipal corporation (the "Owner").

WITNESSETH

WHEREAS, under the terms of that certain agreement entered into on 2<sup>nd</sup> day of February, 2011, the parties have agreed that the Manager shall manage a conference center owned by the Owner in the City of Gastonia, North Carolina (the "Center"); and

WHEREAS, the Owner is desirous of defraying expenses of the development of the Center by conducting a fundraising campaign pursuant to which certain areas of the Center including the ballroom, six conference rooms, the 2nd floor pre-function area, the 1st floor foyer, and the building in its entirety may be named in honor of or at the request of benefactors; and

WHEREAS, the Manager has agreed to solicit and collect funds from interested individuals, foundations and corporations;

NOW THEREFORE, in consideration for the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt of sufficiency are hereby acknowledged, the parties hereto agree as follows:

1. Manager's Duties. The Manager, on Owner's behalf, shall:

(i) Have right to solicit and collect funds in connection with the Center;

(ii) Have the exclusive right to offer to benefactors the opportunity to have the areas set forth above named in the benefactor's honor or at the request of the benefactor, provided, however, that Manager shall not enter into any commitments or agreements which provide for the naming of the Center or any part or area until such commitments or agreements have be approved by Owner;

(iii) Seek to secure sponsorships, donations and patron participations;

(iv) Establish and cause to be produced appropriate solicitation materials, commitment documents and agreements;

2. Owner Resources. The Owner shall make available its employees and staff, as well as its governing boards, bodies, and elected officials for: (i) assistance with the solicitation effort to be undertaken by the Manager, including introductions to contributors; (ii) promotion of the fundraising campaign through public pronouncements; and (iii) providing legal consultations and assistance from Owner's legal staff, as requested by the Manager.

3. Term. The Manager's duties hereunder shall begin immediately upon the groundbreaking for the Center and shall continue for a period of one year (the "Term"); provided, however, that should any of the areas set forth above still be available to be named in honor of or at the request of a benefactor, then this Agreement shall automatically be extended for an additional year.

4. Cooperative Agreement with Community Foundation of Gaston County, Inc. The Manager agrees that in the event of an association with the Community Foundation of Gaston County Inc., it will work in cooperation with that organization to solicit contributions.

5. Expenses Advanced by Manager. The Manager shall provide upfront funding for limited items necessary for fundraising including solicitation materials, administrative costs and similar expenses; provided, however, the Manager shall not be responsible for advancing legal expenses. All advances made by the Manager may be reimbursed by the Manager as funds become available from the collection contributions.

6. Manager Compensation. For its services hereunder, the Manager shall be entitled to receive nine percent (9%) of any and all amounts collected, and the dollar value of any and all commitments secured, during the Term of this Agreement, payable as the funds are collected or commitments reduced to writing. In addition, the Manager shall be entitled to receive the same commission upon any contributions or commitments received after the termination of this Agreement, to the extent that the Manager solicited naming rights commitments from such party or parties during the Term of the Agreement.

#### 7. Miscellaneous Provisions.


(i) In addition to any other remedies available in law or in equity, an aggrieved party hereunder shall be entitled to injunctive relief.

(ii) This Agreement shall be construed under and governed by the Laws of the State of North Carolina.

(iii) No assignment of this Agreement will be effective unless consented to by the non-assigning party; provided, however, that this Agreement may be assigned to any parent or subsidiary company or any entity in which the contracting party holds a controlling interest.

IN WITNESS WHEREOF, the undersigned have executed and sealed this Agreement as of the day and year first above written.

Gastonia CC, LLC, a North  
Carolina limited liability company

By: 

Its: President

CITY OF GASTONIA, NORTH  
CAROLINA, a North Carolina municipal  
corporation

By: 

Its: CITY MANAGER

**Exhibit A Gastonia Downtown Conference Center: FUND RAISING PRICE SCHEDULE**

<b>Tier/ Level</b>	<b>Description</b>	<b>Cost /value of gift</b>	<b>Inclusions</b>
<b>Tier 1</b> Exclusive naming rights for the building	At this level, the benefactor selects the name of the Gastonia Downtown Conference Center. Naming of interior spaces / rooms is not included	<b>\$1,000,000</b>	➤ Plaque or painting prominently displayed near main entrance with a description inscription..
<b>Tier 2</b> Naming of the Main Ballroom	At this level, the benefactor selects the name of the 5,000 square foot Main Ballroom	<b>\$325,000</b>	➤ Large lettering prominently displayed at the primary ballroom entrance. A plaque prominently placed near primary entrance to the ballroom ➤ Door signs with inscription at each ballroom entrance
<b>Tier 3</b> Naming of session rooms (listed below)	This level allows benefactor to name individual session rooms which surround the ballroom and serve as primary meeting spaces for groups up to 85 attendees		➤ The name of the room and inscription placed on a handsome door sign at the entrance(s) to the room
Conference Room A	Conference room located on the first floor adjacent to the lower gallery	<b>\$40,000</b>	
Conference Room B	The largest of the conference rooms located on the second floor near the future hotel entrance	<b>\$70,000</b>	
Conference Room C	Conference room adjacent to the large open second floor gallery; overlooks Marietta Street	<b>\$40,000</b>	
Conference Room D	Prominent room adjacent to second floor gallery	<b>\$60,000</b>	Conference room D and E should be named as one
Conference Room E	Multi-functional space shares moveable wall with Conference Room D	<b>\$40,000</b>	
Conference Room F	Meeting room/ can be used as a hospitality suite or green room has private bath	<b>\$35,000</b>	
<b>Tier 4</b> Business Center	Full service business center available to all meeting attendees offering support services	<b>\$20,000 cash or \$30,000 in-kind gift of equipment / supplies</b>	➤ Inclusions negotiable based on sponsorship level
<b>Tier 5</b> Other Community	At this level the benefactor can be part of the new center and show community support	Cost will vary depending on item	➤ Inclusions will vary and may be a negotiable item in each case
Interior / Exterior Art	Artwork dedicated to an individual or organization	TBD, per piece	➤ Complimentary space for dedication party with 20% F&B discount
Way-signage Sponsor	Logo or name displayed on directional signage	TBD, package price	➤ TBD, based on term and value of gift
Bricks or Pavers	Friends of the Center can add their names to the project	TBD, per piece	➤ TBD

CERTIFICATES

1. Approval as to form this 28 day of Feb, 2011

Melissa A. Dray  
City Attorney  
City of Gastonia

2. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, Article 3, Chapter 159 of the General Statutes of North Carolina.

This the 28<sup>th</sup> day of February, 2011

Melinda B. Usery  
Financial Services Director  
City of Gastonia

3. Reviewed as to form this 28<sup>th</sup> day of February, 2011

Billy C.  
Purchasing & Warehouse Manager