

TheGeorgeFoundation

Est. 1945

Grant Contract 170(c) Organization

January 20, 2015

Judge Robert Hebert
County Judge
Fort Bend County
301 Jackson, Suite 719
Richmond, TX 77469

It is my pleasure to inform you that the Trustees of The George Foundation ("Foundation") have awarded a grant of \$75,000.00 for three years (\$25,000 each year) to Fort Bend County ("Grantee") to increase public transportation services in the Richmond/Rosenberg area as described in your proposal of 10/15/2014.

This grant is made subject to the following terms and conditions:

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|-----------------------------|---|
| Approval Date: | 1/20/2015 |
| Ref. #: | 2014-0157 |
| Grant Timeframe: | 3/1/2015 - 2/28/2018 |
| Grant Terms: | <p>Grant funds are to be disbursed as follows:</p> <p>February 2015 - \$25,000 February 2016 - \$25,000 February 2017 - \$25,000</p> <p>Executed Grant Contract must be on file prior to disbursement of approved funding.</p> <p>Grantee agrees to keep its financial records so that they adequately show that the funds were used exclusively for the Grant's purpose. Any funds not used for the purpose of the Grant are to be returned to the Foundation.</p> <p>To document the progress of the Grant, the Foundation may schedule a phone interview or a site visit prior to the end of the grant period.</p> <p>We understand that your operation may not proceed exactly as you have proposed. If you find this to be the case, please contact Quynh-Anh McMahan, Grant Officer, to discuss any requested amendments to the</p> |

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|----------------------|--|--------------|-----------|------------------|-----------|---------------------|------------|------------------|-----------|---------------------|------------|------------------|-----------|------------------|-----------|
| | <p>Grant. She may be reached at gmcmaahan@thegeorgefoundation.org or by phone at 281.342.6109 x 115.</p> <p>As stated above, the Grant is being made according to your grant proposal, and if there are significant changes in any part of the Grant or your plans for executing same, an amendment to the Grant is required.</p> | | | | | | | | | | | | | | |
| Requirements: | <table> <tr> <td>Contract Due</td><td>2/13/2015</td></tr> <tr> <td>Gift Receipt Due</td><td>4/30/2015</td></tr> <tr> <td>Progress Report Due</td><td>12/31/2015</td></tr> <tr> <td>Gift Receipt Due</td><td>4/30/2016</td></tr> <tr> <td>Progress Report Due</td><td>12/31/2016</td></tr> <tr> <td>Gift Receipt Due</td><td>4/30/2017</td></tr> <tr> <td>Final Report Due</td><td>3/31/2018</td></tr> </table> <p>Required report(s) give Grantee an opportunity to discuss with the Foundation the impact of grant activities as well as provide the Foundation with documentation of Grant expenditures. Required reports must be received by the Foundation for your organization to remain in compliance with the Grant Contract and allow the grant file to be marked completed.</p> <p>Please refer to the Foundation's website for Progress and Final Report Forms and guidelines (www.thegeorgefoundation.org). The Foundation encourages reports to be submitted electronically by emailing to grants@thegeorgefoundation.org.</p> | Contract Due | 2/13/2015 | Gift Receipt Due | 4/30/2015 | Progress Report Due | 12/31/2015 | Gift Receipt Due | 4/30/2016 | Progress Report Due | 12/31/2016 | Gift Receipt Due | 4/30/2017 | Final Report Due | 3/31/2018 |
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| Final Report Due | 3/31/2018 | | | | | | | | | | | | | | |

Grantee is an organization described in Section 170(c) of the Internal Revenue Code of 1986 (hereafter all section references are to Internal Code of 1986 or corresponding provisions of subsequent Federal tax laws), and the Grant will be used exclusively for public purposes.

The Grant will not affect adversely Grantee's status as an organization described in Section 170(c).

Grantee must furnish the Foundation with any information concerning a proposed change in Grantee's status as an organization described in Section 170(c).

If Grantee's status under 170(c) changes and the Foundation requests, Grantee agrees to return the amount of the Grant to the Foundation.

The Foundation encourages Grantee to publish news of the Grant with photo and article of award. Grantee may release information regarding the receipt of the Grant without prior approval of the Foundation provided compliance with all the applicable terms and conditions of this letter have been met. Copies of such news releases or other written materials which include Grant information should be furnished to the Foundation.

Any violation of the terms and conditions as set forth in this letter will permit the Foundation to terminate any and all obligations with respect to further distributions, whether to be made as part of this Grant or any other approved grant from the Foundation regardless of whether such distributions have been previously promised or pledged.

The Foundation is pleased to support the mission of Fort Bend County and looks forward to hearing of progress and successes.


The George Foundation:



Roger Adamson, CEO

The duly authorized officers of Grantee shall make acknowledgement of Grantee's agreement to the terms and conditions set forth in this letter by signing below.

Fort Bend County:



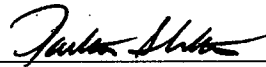
Signature, County Judge

Robert E. Hebert

Printed Name

February 3, 2015

Date



Signature, Director of Transportation Dept.

Paulette Shelton

Printed Name

2-3-15

Date