



CENTERPOINT ENERGY FOUNDATION

GRANT AGREEMENT

Part I

1. Agreement Number: N/A	2. Effective Date: December 31, 2024
3. Grantor: CenterPoint Energy Foundation 1111 Louisiana St 1244B Houston, TX 77002 Contact Person: Amanda Schmitt Telephone: (812) 491-4176 Email: amanda.schmitt@centerpointenergy.com	4. Organization: Fort Bend County, Texas Attn: County Judge 401 Jackson St. Richmond, Texas 77469 Contact Person: Judge KP George Telephone: (281) 341-8608 Email: KP.George@fbctx.gov
5. Donated Item: Kohler Generator KG200 and 600 amp SE rated ATS	
6. Pick Up Time and Location: The Donated Item will be available for installation not later than June 1, 2025. A third-party contractor will deliver the Donated Item to: Landmark Community Center; 100 Louisiana St., Missouri City, TX 77489.	
7. Additional Clauses Agreed: The Organization acknowledges and agrees that the Organization shall be responsible for any maintenance or repair costs associated with the Donated Item, as well as the cost of the fuel required to operate the Donated Item. Grantor shall have no further responsibilities with regard to the Donated Item after the date of donation. The Donated Item will include the benefit of all manufacturer's warranties if such warranties are transferable and Grantor will use commercially reasonable efforts to assist the Organization in making its warranty claims to the manufacturer. The Organization will provide Grantor with a receipt in a form acceptable to Grantor that includes the following components: 1. Legal Name of Organization 2. Date of Grant 3. Description of Property Granted	
The Parties are signing this agreement as of the Effective Date. CenterPoint Energy Foundation Fort Bend County, Texas DocuSigned by: By:  12/19/2024 8:24 AM EST Name: Amanda Schmitt Title: President CenterPoint Energy Foundation	
By:  Name: KP George Title: County Judge	

CENTERPOINT ENERGY FOUNDATION GRANT AGREEMENT

Part II

This Grant Agreement with the agreement number stated in *Box 1 of Part I* (this "Agreement") is dated as of the date stated in *Box 2 of Part I* (the "Effective Date"), and is between the entity named in *Box 3 of Part I* (the "Grantor") and the organization named in *Box 4 of Part I* ("Organization"). The Grantor and Organization are referred to in this Agreement individually as a "Party" and collectively as the "Parties."

The Grantor desires to transfer and deliver to Organization, and Organization desires to accept from the Grantor and take delivery of, the items identified in *Box 5 of Part I* (those items, the "Donated Items").

The Parties therefore agree as follows:

1. Definitions. "Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with that specified Person; "Agreement" is defined in the introductory paragraph of *Part II*; "Business Day" means a day other than a Saturday, Sunday or other day on which banks located in Texas are authorized or required by Law to close; "Claim" means any claim, cause of action, demand, suit, litigation or any threat thereof; "Grantor" is defined in the introductory paragraph of *Part II*; "Effective Date" is defined in the introductory paragraph of *Part II*; "Governmental Entity" means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state, local, or municipal government, foreign, international, multinational or other government, including any department, commission, board, agency, bureau, subdivision, instrumentality, official or other regulatory, administrative or judicial authority thereof, and any non-governmental regulatory body to the extent that the rules and regulations or orders of such body have the force of Law; "Indemnitee" is defined in Section 6(a); "Laws" means all applicable laws, statutes, regulations, rules, treaties, ordinances, judgments, directives, permits, decrees, approvals, interpretations, injunctions, writs, orders or other similar legal requirements of any Governmental Entity having jurisdiction over the Parties, their respective officers, directors, employees, agents, Affiliates or representatives, or the subject matter of this Agreement, as may be in effect from time to time; "Loss" means any liability, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fine, fee, penalty, court filing fee, court cost, arbitration fee or cost, witness fee, as well as each fee and cost of investigating and defending or asserting a Claim, including, without limitation, attorneys' fees and other professionals' fees and disbursements; "Notice" is defined in Section 11; "Party" and "Parties" are defined in the introductory paragraph of *Part II*; "Person" means an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated association, a Governmental Entity or any agency, instrumentality or political subdivision of a Governmental Entity, or any other entity or body; "Restricted Parties List" is defined in Section 9; "Site" means any property, warehouse, building or facility owned, leased or operated by the Grantor from time to time where any Organization Party is present for purposes of this Agreement; "Third Party Claim" is defined in Section 6(b); "Organization" is defined in the introductory paragraph of *Part II*; "Organization Party" means Organization, anyone directly or indirectly employed by Organization, any of Organization's personnel or agents, and anyone for whose acts Organization may be liable; and "Donated Items" is defined in the recitals of *Part II*.

2. Transfer. Upon the terms and subject to the conditions of this Agreement, the Grantor shall transfer and deliver to Organization, and Organization shall accept from the Grantor and take delivery of, the Donated Items.

3. Taxes. All taxes, including, but not limited to, federal, state, provincial, local, or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, withholding, excise, property, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, transfer, license, lease, service, service use, occupation, energy, capital, premium, and any other taxes, assessments, customs duties, fees, levies or other governmental charges of any nature, whether disputed or not, together with any interest, penalties, additions to tax, or additional amounts with respect thereto, if any, due as a result of the transfer of the Donated Items under this Agreement, whether imposed by Law on the Grantor or Organization, will be borne by Organization. The Grantor will duly and timely withhold, or cause to be duly and timely withheld, all taxes required to be withheld by it in accordance with any Law from any amount paid, or credited, or deemed to be paid or credited by it to or for the account of Organization, and will duly and timely remit, or cause to be duly and timely remitted, to the appropriate Governmental Entity such taxes required by Law to be remitted by it. Notwithstanding the foregoing, Grantor understands that Organization is a governmental entity and as such, is exempt from the payment of sales and use taxes. County shall provide evidence of its tax exempt status upon written request by Grantor.

4. Delivery. The Grantor will deliver, or cause to be delivered, the Donated Items to Organization at the time and at the location stated in *Box 6 of Part I*. Organization will be solely responsible for, and shall pay all costs associated with, the delivery of the Donated Items. The Grantor will not be liable to Organization for any costs incurred by Organization as a result of any delay in delivery of the Donated Items.

5. Title and Risk of Loss. Title to and risk of loss of each Donated Item will pass to Organization when any Organization Party takes physical possession of such Donated Item at the delivery location stated in *Box 6 of Part I*.

6. Indemnification.

(A) TO THE EXTENT ALLOWED BY LAW, ORGANIZATION SHALL AT ITS OWN EXPENSE PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE GRANTOR AND ITS EMPLOYEES, AGENTS, PARTNERS, AFFILIATES, SHAREHOLDERS, DIRECTORS AND OFFICERS (EACH AN "INDEMNITEE"), AGAINST ANY LOSS ARISING OUT OF OR RELATING TO ANY ONE OR MORE OF THE FOLLOWING:

(I) ANY DONATED ITEM AFTER TITLE TO SUCH ITEM HAS PASSED FROM THE GRANTOR TO ORGANIZATION UNDER THIS AGREEMENT; (II) THE PRESENCE OF ANY ORGANIZATION PARTY ON ANY SITE; (III) ANY MISREPRESENTATION OR BREACH BY ORGANIZATION OF ANY REPRESENTATION OR WARRANTY IN THIS AGREEMENT OR ANY RELATED AGREEMENT OR CERTIFICATE, OR ANY ALLEGATION THAT WOULD, IF PROVEN, ESTABLISH SUCH A BREACH; (IV) ANY BREACH BY ORGANIZATION OF ANY COVENANT OR OTHER AGREEMENT IN THIS AGREEMENT OR ANY RELATED AGREEMENT OR CERTIFICATE, OR ANY ALLEGATION THAT WOULD, IF PROVEN, ESTABLISH SUCH A BREACH; (V) THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY ORGANIZATION PARTY; (VI) PROPERTY DAMAGE OR BODILY INJURY OR DEATH, AND FINES, PENALTIES, OR ASSESSMENTS ISSUED BY ANY GOVERNMENTAL ENTITY, IN EACH CASE TO THE EXTENT ARISING OUT OF OR RELATED TO THE FAILURE BY ANY ORGANIZATION PARTY TO COMPLY WITH LAW; AND (VII) ANY CLAIMS BY ANY GOVERNMENTAL ENTITY THAT DIRECTLY OR INDIRECTLY ARISE OUT OF OR RESULT FROM THE FAILURE OF A ORGANIZATION PARTY TO PAY, AS AND WHEN DUE, ALL TAXES, DUTIES, LEVIES, ASSESSMENTS, TARIFFS, IMPOSTS, FEES OR CHARGES OF ANY KIND (TOGETHER WITH ANY AND ALL INTEREST, PENALTIES, ADDITIONS TO TAX AND ADDITIONAL AMOUNTS IMPOSED WITH RESPECT THERETO) IMPOSED BY ANY GOVERNMENTAL ENTITY. AN INDEMNITEE MAY MAKE A CLAIM FOR INDEMNIFICATION UNDER THIS SECTION 6 BY PROVIDING NOTICE TO ORGANIZATION OF ANY CLAIM THAT DOES NOT INVOLVE A THIRD PARTY CLAIM.

(B) AN INDEMNITEE SHALL PROVIDE NOTICE TO ORGANIZATION WITHIN A REASONABLE PERIOD OF TIME AFTER RECEIVING WRITTEN NOTICE FROM A THIRD PARTY OF THE COMMENCEMENT OF ANY LEGAL ACTION OR WRITTEN NOTICE OF ANY CLAIMS OR THREATENED CLAIMS AGAINST THAT INDEMNITEE FOR WHICH ORGANIZATION MAY BE LIABLE (A "THIRD PARTY CLAIM"). ANY FAILURE BY AN INDEMNITEE TO PROVIDE NOTICE WITHIN A REASONABLE TIME WILL NOT AFFECT ORGANIZATION'S OBLIGATIONS UNDER THIS SECTION 6, UNLESS AND ONLY TO THE EXTENT THAT ORGANIZATION HAS SUFFERED SOME MATERIAL PREJUDICE DUE TO INDEMNITEE'S DELAY. IF ORGANIZATION WISHES TO ASSUME THE DEFENSE OF THE THIRD PARTY CLAIM, IT SHALL DO SO BY SENDING NOTICE OF THE ASSUMPTION TO THE INDEMNITEE. IF ORGANIZATION ASSUMES THE DEFENSE OF A THIRD PARTY CLAIM, ORGANIZATION SHALL INDEMNIFY THE INDEMNITEE FROM ALL LOSSES SUFFERED AS A RESULT OF THAT THIRD PARTY CLAIM. PROMPTLY AFTER SENDING THE NOTICE, ORGANIZATION SHALL CHOOSE AND EMPLOY INDEPENDENT LEGAL COUNSEL ACCEPTABLE TO ORGANIZATION. AFTER SENDING THE NOTICE, SUBJECT TO SECTIONS 6(C) AND 6(D), ORGANIZATION IS ENTITLED TO CONTEST, PAY, SETTLE OR COMPROMISE THE CLAIM AS IT DETERMINES, EXCEPT THAT IF ANY OF THE INDEMNITEE'S INSURANCE POLICIES PROVIDE COVERAGE FOR THE CLAIM, THAT CONTROL WILL BE EXERCISED IN COORDINATION WITH ANY INSURER PROVIDING THE APPLICABLE INSURANCE COVERAGE. (C) NOTWITHSTANDING SECTION 6(A), AN INDEMNITEE IS ENTITLED, BUT NOT OBLIGATED, TO: (I) PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM; AND (II) DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING AND WITHOUT THE PARTICIPATION OF ORGANIZATION IF: (A) ORGANIZATION FAILS OR REFUSES TO DEFEND THE THIRD PARTY CLAIM; (B) ORGANIZATION AND INDEMNITEE HAVE MATERIALLY DIVERGENT INTERESTS IN THE OUTCOME OF THE THIRD PARTY CLAIM; OR (C) REPRESENTATION OF ORGANIZATION AND THE INDEMNITEE BY THE SAME COUNSEL WOULD, IN THE OPINION OF THE INDEMNITEE, CONSTITUTE A CONFLICT OF INTEREST.

(D) TO THE EXTENT ALLOWED BY LAW, IF ORGANIZATION ASSUMES THE DEFENSE OF A THIRD PARTY CLAIM, IT MAY NOT AFFECT ANY COMPROMISE OR SETTLEMENT OF THE THIRD PARTY CLAIM WITHOUT THE CONSENT OF THE INDEMNITEE, AND THE INDEMNITEE HAS NO LIABILITY WITH RESPECT TO ANY COMPROMISE OR SETTLEMENT OF ANY THIRD PARTY CLAIM EFFECTED WITHOUT ITS CONSENT.

(E) NOTWITHSTANDING SECTION 13, ANY INDEMNITEE THAT IS NOT A PARTY TO THIS AGREEMENT IS A THIRD PARTY BENEFICIARY OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. ANY MODIFICATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS IS BINDING UPON THOSE INDEMNITEES, AND ANY ACTION TAKEN OR CONSENT GIVEN BY THE GRANTOR IS BINDING UPON THOSE INDEMNITEES FOR PURPOSES OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE OBLIGATIONS OF ORGANIZATION UNDER THIS SECTION 6 WILL SURVIVE THE CONSUMMATION, COMPLETION OR TERMINATION OF THIS AGREEMENT.

7. Limitation of Liability. TO THE EXTENT ALLOWED BY LAW, UNDER NO CIRCUMSTANCES WILL THE GRANTOR BE LIABLE TO ORGANIZATION FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THE DONATED ITEMS OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS) ARISING FROM ANY CLAIM WHATSOEVER, WHETHER BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ALLOWED BY LAW, THE GRANTOR'S AGGREGATE LIABILITY SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED AN AMOUNT EQUAL TO THE VALUE OF THE DONATED ITEMS RELATED TO THE CLAIM. THE RELEASES, INDEMNITIES, WAIVERS, ASSUMPTIONS OF AND LIMITATIONS ON LIABILITIES AND REMEDIES IN THIS AGREEMENT APPLY, TO THE EXTENT PERMITTED BY LAW, EVEN IN THE EVENT OF FAULT, NEGLIGENCE, OR STRICT LIABILITY OF THE PERSON RELEASED OR INDEMNIFIED, WHOSE LIABILITY IS LIMITED OR ASSUMED, OR AGAINST WHOM RIGHTS ARE WAIVED. THE PARTIES AGREE THAT THIS SECTION 7 IS CONSPICUOUS AND SATISFIES THE EXPRESS NEGLIGENCE RULE.

8. Warranties Disclaimer. The Grantor is not a manufacturer of the Donated Items and is not in the business of selling or transferring items like the Donated Items in the ordinary course of its business. THE DONATED ITEMS ARE BEING DONATED TO ORGANIZATION "AS IS, WHERE IS" AND WITH ALL FAULTS. THE GRANTOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE DONATED ITEMS, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE DONATED ITEMS, THE MERCHANTABILITY, DURABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE DONATED ITEMS, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE DONATED ITEMS, AND THE GRANTOR HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY (WHICH DISCLAIMER ORGANIZATION HEREBY ACKNOWLEDGES). THE GRANTOR WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DEFECTS, EITHER PATENT OR LATENT (WHETHER OR NOT DISCOVERABLE BY ORGANIZATION) IN THE DONATED ITEMS, OR FOR ANY DIRECT OR INDIRECT DAMAGE TO PERSONS OR PROPERTY RESULTING THEREFROM, OR FOR ORGANIZATION'S LOSS OF USE OF THE DONATED ITEMS OR FOR ANY INTERRUPTION IN ORGANIZATION'S BUSINESS CAUSED BY ORGANIZATION'S INABILITY TO USE THE DONATED ITEMS FOR ANY REASON WHATSOEVER.

9. Restricted Parties. Organization represents and warrants that (a) none of the Organization Parties appear on, or are associated with any name or entity on, the Restricted Parties List, and (b) Organization has no knowledge of any circumstances that may affect the accuracy of clause (a), including, but not limited to, investigations of, or debarment proceedings against, Organization, any Organization Party or any Person with which either of them is associated. Organization shall immediately notify the Grantor if it becomes aware of any such circumstances. "Restricted Parties List" means the United States Department of Commerce Entity List, Denied Persons List, and Unverified List, the United States Department of Treasury Specially Designated Nationals and Blocked Persons List, and the United States Department of State Debarred Parties List.

10. Further Assurances. If at any time after the Effective Date any further action is necessary or appropriate to carry out the purposes of this Agreement, Organization shall take, or cause to be taken, that action.

11. Notices.

(a) For a notice or any other communication under this Agreement (a "Notice") to be valid, it must be in writing and signed by the sending Party, and the sending Party must use one of the following methods of delivery: (i) personal delivery; (ii) registered or certified mail, in each case, return receipt requested and postage prepaid; or (iii) nationally or internationally recognized overnight courier, with all fees prepaid.

(b) For a Notice to be valid, it must be addressed to the receiving Party at the following address for the receiving Party or to any other address designated by the receiving Party in a Notice in accordance with this Section 11: (i) if to the Grantor, the address stated in *Box 2 of Part I*; and (ii) if to Organization, the address stated in *Box 3 of Part I*.

(c) Subject to Section 11(d), a valid Notice is effective when received by the receiving Party in accordance with Sections 11(a) and 11(b). A Notice is deemed to have been

received as follows: (i) upon receipt as indicated by the date on the signed receipt; or (ii) if the receiving Party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no Notice was given, then upon that rejection, refusal or inability to deliver.

(d) If a Notice is received after 5:00 p.m. local time on a Business Day at the location specified in the address for the receiving Party, or on a day that is not a Business Day, then the Notice is deemed received at 9:00 a.m. local time on the next Business Day. If more than one method for delivery of a Notice under Section 11(a) is used, the earliest Notice date under Section 11(c) will control. If a Party gives Notice under this Section 11 that it has a permitted successor or assign, then a Notice will be given as set forth in this Section 11 also to that successor or assign.

12. Assignment and Delegation. Organization shall not assign any part of its rights or delegate any performance under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the Grantor's prior written consent. The Grantor may withhold consent for any or no reason in its sole and absolute discretion. For purposes of this Agreement: (a) a "change in control" is deemed an assignment; (b) "control" means the power, directly or indirectly, to (i) vote more than 50% of the securities that have ordinary voting power for the election of Organization's directors or managers, or (ii) direct or cause the direction of the management and policies of Organization whether by voting power, contract or otherwise; and (c) "merger" refers to any merger in which Organization participates, regardless of whether it is the surviving or disappearing entity. Any purported assignment of rights or delegation of performance in violation of this Section 12 is void and of no effect. The Grantor is entitled to assign its rights or delegate performance under this Agreement, in whole or in part.

13. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any Person other than the Parties.

14. Counterparts. The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

15. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable: (a) the remaining provisions of this Agreement will remain in full force, if the essential terms and conditions of this Agreement for both Parties remain valid, legal and enforceable; and (b) the court or other tribunal rendering the provision invalid, illegal or unenforceable shall modify this Agreement so as to effect the original intent of the Parties to the fullest extent permitted by applicable Law.

16. Modification; Waiver. No amendment of this Agreement will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a Party in accordance with this Section 16 must be signed by an officer or other representative of that Party authorized to do so.

17. Governing Law; Jurisdiction; Venue. The laws of the State of Texas, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, but not limited to, its validity, interpretation, construction, performance, and enforcement. Pursuant to Tex. Civ. Prac. & Rem. Code § 15.015, venue is mandatory in Fort Bend County, Texas for any action against Organization arising out of or relating to this Agreement.

18.

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