

MATCHING GRANT PROGRAM AGREEMENT

This Matching Grant Program Agreement (“Agreement”) is entered into as of the Effective Date by and between Houston First Corporation, a Texas local government corporation (“HFC”) whose address is 1001 Avenida de las Americas, Houston, Texas 77010, and Grantee, whose full legal name and address for notice are defined below (“Grantee”).

ARTICLE 1: DEFINITIONS

The following terms used in this Agreement shall have the meanings defined or referenced below:

“Grant Amount” shall mean the following amount: \$_____.

“Grant Documents” shall mean this Agreement, the Matching Grant Program Application Form, and the Instructions for Submission and Grant Guidelines.

“Grantee” shall mean the following entity: _____ whose address for notice is _____.

“Project” shall mean the following activity or event, being described more particularly by Grantee in the Application Form: _____.

“Project Completion Date” shall mean: _____. (Depending on the nature of the Project, such date represents either the last calendar day of organized activities for an event-specific Project or, in the case of a continuing Project, a post-activation date agreed to mutually by the parties.)

ARTICLE 2: CONDITIONAL GRANT

2.1 Subject to the terms and conditions of this Agreement, HFC hereby grants to Grantee and Grantee accepts from HFC a conditional grant in support of the Project equal to the Grant Amount.

2.2 Grantee acknowledges that amounts disbursed to or on behalf of Grantee pursuant to this Agreement shall be exclusively for reimbursement of eligible Project costs incurred in accordance with the Grant Documents.

2.3 Within 45 calendar days after the Project Completion Date, Grantee shall apply to HFC for a final disbursement of the Grant Amount, less any advance disbursements. Such final disbursement request must be submitted on Grantee’s letterhead, signed by an authorized representative of Grantee, include an itemized statement of eligible Project costs, and contain supporting or back-up documentation for all amounts shown on the request. HFC shall disburse the Grant Amount to Grantee within 30 calendar days of approval of such final disbursement request.

2.4 If any line items in the final disbursement request submitted by Grantee are disputed by HFC for any reason, including lack of supporting documentation, then HFC shall temporarily delete the disputed item and disburse the approved portion of the Grant Amount; provided, however, that HFC shall promptly notify Grantee of the dispute and request clarification or remedial action, as appropriate. If such dispute is settled to the satisfaction of HFC within 30 calendar days of notice to Grantee, then HFC agrees to disburse such amount promptly.

2.5 If for any reason the sum of Grantee's Project expenses is less than the Grant Amount, then Grantee acknowledges, notwithstanding any provision in the Grant Documents to the contrary, that HFC shall have no obligation to disburse any remaining unpaid portion of the Grant Amount.

2.6 HFC's obligation to make any disbursements of the Grant Amount is and shall be subject at all times to satisfaction by Grantee of each of the following conditions precedent:

- (a) Grantee shall have delivered to HFC all documents, receipts, invoices, instruments, forms of evidence, or other materials requested by HFC under the terms and conditions of this Agreement, including any of the other Grant Documents;
- (b) HFC shall have reviewed and approved or accepted the other documents related to the Project and any such document not completed in all respects shall have been completed to the satisfaction of HFC; and
- (c) Grantee is not in default under the terms of this Agreement, and there exists no event, omission or failure of condition which, after notice or lapse of time, or both, would constitute a default.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 As a material inducement to HFC's entry into this Agreement, Grantee represents and warrants to HFC that, as of the Effective Date and continuing thereafter:

- (a) Grantee is in compliance with all laws and regulations applicable to its organization, existence and transaction of business, and has all necessary rights and powers to undertake and develop the Project as contemplated under the Grant Documents;
- (b) Grantee is authorized to execute, deliver and perform its obligations under the Grant Documents, and such obligations shall be valid and binding obligations of Grantee;
- (c) Grantee has or shall obtain when required, and at all times shall have obtained, all permits, licenses, exemptions, and approvals necessary to undertake and develop the Project as contemplated under the Grant Documents;
- (d) Except as disclosed to HFC in writing, there are no claims, actions, suits, or proceedings pending, or to Grantee's knowledge threatened, against Grantee or affecting the Project;
- (e) To the best of Grantee's knowledge, all reports, documents, instruments, information and forms of evidence delivered to HFC concerning the Grant Amount or required under the Grant Documents are accurate, correct and sufficiently complete to give HFC true and accurate knowledge of their subject matter, and do not contain any misrepresentation or omission; and
- (f) Grantee has timely collected and remitted any sales or other taxes due in connection with the Project; submitted and applicable exemption forms, and has no knowledge of any basis for any additional payment with respect to any such taxes and assessments.

ARTICLE 4: RELEASE AND INDEMNIFICATION

4.1 **GRANTEE AGREES TO AND SHALL RELEASE HFC, ITS DIRECTORS, OFFICERS,**

EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE BY GRANTEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SPONSORS, OR PARTNERS UNDER THIS AGREEMENT.

4.2 GRANTEE AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS HFC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY “INDEMNITEES”) FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, COURT COSTS, AND LEGAL OR OTHER EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES), EXCEPT ARISING SOLELY FROM THE INDEMNITEES’ SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, WHICH THE INDEMNITEES MAY INCUR AS A DIRECT OR INDIRECT CONSEQUENCE OF: THE PURPOSE TO WHICH GRANTEE APPLIES THE GRANT AMOUNT; FAILURE OF GRANTEE TO PERFORM ANY OBLIGATIONS AS AND WHEN REQUIRED BY THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS; ANY FAILURE AT ANY TIME OF ANY OF GRANTEE’S REPRESENTATIONS OR WARRANTIES TO BE TRUE AND CORRECT; OR ANY ACT OR OMISSION BY GRANTEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SPONSORS, OR PARTNERS. GRANTEE SHALL IMMEDIATELY PAY TO HFC UPON DEMAND ANY AMOUNTS OWING UNDER THIS INDEMNITY. GRANTEE’S DUTY AND OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

4.3 Neither party will be liable to the other for any indirect, consequential, special, incidental, punitive, or exemplary damages, including, without limitation, interest or lost revenues, howsoever arising, whether characterized in negligence, tort, contract, or other theory of liability, even if the party has been advised of the possibility of or could have foreseen such damages.

ARTICLE 5: DEFAULT AND TERMINATION

5.1 Grantee shall be in default under this Agreement if any of the following occur:

- (a) Grantee fails to perform or fulfill any term or condition of this Agreement, including the other Grant Documents;
- (b) Any representation or warranty made by Grantee, or anyone acting on its behalf, is determined to have been false or incorrect in any material respect when made;
- (c) The Project is altered in any material manner or to an extent such that it no longer meets the eligibility requirements set forth in the Grant Documents;
- (d) Grantee fails to comply with any law applicable to the Project or this Agreement;
- (e) Grantee reorganizes, merges, consolidates, or otherwise changes its ownership or tax-exempt status in violation of the Grant Documents without the prior written consent of HFC; or
- (f) Grantee assigns, sublets or transfers any interest in this Agreement without the prior written

consent of HFC.

5.2 If Grantee is in default, then HFC shall have the right to terminate this Agreement upon notice to Grantee, in addition to any and all rights available at law or in equity.

5.3 HFC may terminate this Agreement at any time by giving 30 calendar days' written notice to Grantee. HFC's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

ARTICLE 6: MISCELLANEOUS PROVISIONS

6.1 Force Majeure. Timely performance by both parties is essential to this Agreement. However, neither party will be liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. For purposes of this Agreement, Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authorities. The term Force Majeure does not include strikes, slowdowns or other labor disputes; changes in general economic conditions, such as inflation, interest rates, economic downturn, or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. This relief is not applicable unless the affected party uses due diligence to remove the Force Majeure as quickly as possible; provides the other party with prompt written notice of the cause and its anticipated effect; and provides the other party with written notice describing the actual delay or non-performance incurred within 10 calendar days after the Force Majeure ceases.

6.2 Inspections and Audits. HFC and its designees shall have the right to examine and review Grantee's books, records and billing documents which are directly related to the Project or the use of the Grant Amount. Grantee shall maintain such books, records, and billing documents in accordance with generally accepted accounting principles, consistently applied, for at least two years after the Project Completion Date. Nothing in this section shall affect the time for bringing a cause of action or the applicable statute of limitations.

6.3 Successors and Assigns. HFC and Grantee, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement. Grantee shall not assign, in law or otherwise, sublet or transfer any interest in this Agreement without the prior written consent of HFC.

6.4 Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

6.5 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or, if earlier, on the third day following deposit with the United States Postal Service by registered or certified mail, return receipt (or electronic return receipt) requested, Federal Express, UPS, or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

6.6 Survival. Grantee shall remain obligated to HFC under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

6.7 Form of Documents. The form and substance of all reports, documents, instruments, and forms of evidence to be delivered to HFC under the terms of this Agreement and any of the other Grant Documents shall be subject to HFC approval and shall not be modified, superseded or terminated in any respect without the prior written approval of HFC.

6.8 Relationship of Parties. The relationship of Grantee and HFC is and shall remain solely that of a grantor and grantee and shall not be construed as a joint venture, equity venture, partnership, joint employer, or any other relationship. HFC neither undertakes nor assumes any liability, responsibility or duty to any third party with respect to Grantee or the Project. Grantee is not an agent of HFC and is not authorized to transact business, enter into agreements, or otherwise make commitments in the name of or on behalf of HFC.

6.9 Governing Law/Venue. The Agreement shall be governed by the laws of the State of Texas, without regard to any conflict of law provisions. Litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

6.10 Extent of Agreement. This Agreement, including the other Grant Document and any exhibits which are made a part thereof, represents the entire and integrated agreement between HFC and Grantee and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may not be altered or amended except in writing executed on behalf of all of the parties.

The parties hereto have caused this agreement to be duly executed, to be effective for all purposes as of the first date of the date of countersignature by HFC (the "Effective Date"):

("Grantee"):

By:

Date: _____

Name:

Title:

Houston First Corporation:

By:

Date: _____

Name: Dawn Ullrich

Title: President & CEO