



CenterPoint Energy Foundation Grant Agreement

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| Date of Agreement: | October 8, 2024 |
| Grantee: | Tomball Legacy Fund |
| Purpose of Grant: | City of Tomball Park Improvements - Juergens & Jerry Matheson Parks |
| Total Amount of Grant: | \$160,000 |
| Award Date: | October 8, 2024 |
| Grant Period: | December 2, 2024 – May 1, 2025 |
| Payment Schedule: | Payable by Nov. 30, 2024 |

This grant is awarded by the CenterPoint Energy Foundation (hereinafter referred to as the “Foundation”) subject to the following terms and conditions:

- A. Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the “IRS”) as a public charity under sections 501(c) (3) and 509(a)(1) or (2) of the Internal Revenue Code (the “Code”), and Grantee will inform the Foundation immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.

- B. This grant may be used only for Grantee’s charitable activities as fully described below in “Specific Purpose of the Grant.” While the Foundation understands that Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any of the Foundation’s funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in the Grantee’s proposal and any related attachments thereto, and may not be expended for any other purposes without the Foundation’s prior written approval. Grantee accepts responsibility for complying with this agreement’s terms and conditions and will exercise full control over the grant and expenditure of grant funds and Grantee shall hold the Foundation and CenterPoint Energy harmless from any claims arising as a result of Grantee’s actions in connection with the grant and expenditure of grant funds. In addition, Grantee accepts responsibility for “City of Tomball Park Improvements - Juergens & Jerry Matheson Parks” and will exercise full control over “City of Tomball Park Improvements - Juergens & Jerry Matheson Parks” and Grantee shall hold the Foundation and CenterPoint Energy harmless from any legal liability or claims for injuries or damages suffered by any person while present on the premises of “City of Tomball Park Improvements - Juergens & Jerry Matheson Parks” or in connection with the development or construction of “City of Tomball Park Improvements - Juergens & Jerry Matheson Parks.” The Foundation may request that Grantee return any unexpended grant funds remaining at the end of the project period.

- a. City of Tomball Park Improvements - Juergens & Jerry Matheson Parks: CenterPoint Energy Foundation funding will be directed to the Jerry Matheson Park splashpad shading at \$160k in support of on-going park improvements.
- C. Grantee will provide promptly such additional information including, but not limited to, financial records to demonstrate how funds are used, reports, and documents as the Foundation may request within reasonable organizational capacity constraints.
- D. Grantee will allow the Foundation to review and approve the text of any proposed publicity concerning this grant prior to its release excluding social media mentions. If this grant is to be used for a film, video, book, or other such product, the Foundation reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as a funder of the product.
- E. During the course of the project period, Grantee should notify the Foundation of any significant developments that affect the organization or the purpose for which this grant was given including, but not limited to, leadership, governing structure, staffing, mission, and objectives.
- F. The Foundation reserves the right to cancel this agreement and discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if, in the Foundation’s sole discretion, action is necessary or any of the following has occurred: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; (3) to comply with any law or regulation applicable to Grantee, to the Foundation, or this grant; or (4) Grantee is not making satisfactory progress toward the goals of the program as detailed in the application.

Grantee’s funds will be distributed upon receipt of a signed agreement indicating Grantee’s agreement to the terms and conditions set forth above and attached. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf of the Grantee, I understand and agree to the foregoing terms and conditions of the Foundation’s grant and hereby certify my authority to execute this agreement on Grantee’s behalf.

Grantee Authorized Signature

David Esquivel

Printed Name: _____

Title: _____

Date: _____

CenterPoint Energy Authorized Signature: _____

Amanda Schmitt, President, CenterPoint Energy Foundation

Date: _____