



December 22, 2023

Joseph Tumbleson, Emergency Manager
City of Texas City Texas
1801 9th Avenue N
Texas City, TX 77590

Re: Air Monitors

Dear Mr. Tumbleson:

Marathon Corporation's Community Investment Program is committed to collaborating with our stakeholders to invest in organizations and initiatives that make a positive, meaningful impact in communities where we operate.

We are pleased to announce that Marathon will support your organization with a grant in the amount of \$158,000 for the above referenced purpose. Enclosed, please find our check.

This grant is subject to the terms set forth in the attached Grant Terms. By accepting the grant funds, City of Texas City Texas indicates it agrees to said Terms.

To gather data on our collective Community Investment impact, you may be contacted in the future to participate in our impact report to share relevant updates, results and outcomes for relevant program years.

If you have any questions, please contact Iman Montgomery, Corporate Social Responsibility Representative, at (985) 535-7944 or ismontgomery@Marathonpetroleum.com, who will be coordinating our support of this grant.

We are proud to support your organization. Best wishes for success in your work.

Sincerely,
Marathon Community Investment Programs

GRANT TERMS

Grantor: Marathon Community Investment Programs (the "Grantor")

Grant Recipient: CITY OF TEXAS CITY TEXAS (the "Grantee")

Grant Amount: \$158,000

Grant Purpose: Air Monitors (the "Purpose")

- a. **Tax Status:** The Grantee represents and warrants that it is an exempt governmental unit treated as a public organization under Internal Revenue Code Section 509(a)(1).
- b. **Expenditure of Funds:** The grant funds must be used exclusively for the Purpose stated and may not be used for any other purpose unless the Grantee obtains the Grantor's prior approval in writing. However, if applying the funds towards the Purpose would require the Grantee to distribute the grant funds without the Grantee's discretion to another entity or individual, this grant will be deemed general and unrestricted with a non-binding recommendation that the grant funds be used for the Purpose. Additionally, the Grantee will not use any of the grant funds to satisfy a charitable pledge or obligation of any person or organization other than the Grantor.
- c. **Responsibility:** Grantee understands and agrees to assume all risk and danger related to the Project and further agree to assume all responsibility for, and all risk of damage to, property or injury to person that may occur as a result of the Project.
- d. **Return of Grant Funds:** The Grantee agrees to return any grant funds not expended for the purposes described above to the Grantor, c/o Foundation Source at 55 Walls Drive, 3rd Floor, Fairfield, CT 06824-5163. The Grantee may also be required to return the enclosed grant if the Grantee is no longer recognized by the Internal Revenue Service as having the above described tax-exempt status.
- e. **Other Terms:** These Grant Terms encompass the entire agreement between the parties and supersede all previous understandings and agreements between the parties, whether oral or written. This grant is subject to these Grant Terms; by cashing the grant check, the Grantee indicates its agreement to these terms. If check is not cashed within 180 days, it will be voided.