



GRANT STATEMENT

THIS GRANT STATEMENT is entered into and forms a part of that certain Grant Agreement dated December 15, 2010 (the "Agreement") by and between PetSmart Charities, Inc. ("PetSmart Charities") and the "Organization" identified below. The Parties are entering into this Grant Statement to set forth additional terms and conditions for a Grant from PetSmart Charities to the Organization. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

<i>Parties and Contact Information</i>			
PetSmart Charities:	PetSmart Charities, Inc.	Organization:	<u>Williamson County (Regional Animal Shelter)</u>
Address:	19601 North 27 th Ave Phoenix, AZ 85027	Address:	<u>1855 SE Inner Loop</u> <u>Georgetown, TX 78626</u>
Principal Contact:	<u>Bryan Kortis</u>	Principal Contact:	<u>Ms. Cheryl Schneider</u>
Notice contact:	Legal Department	Notice contact:	<u>Ms. Cheryl Schneider</u>
Tel:	1-800-738-1385	Tel:	<u>512-943-3597</u>
Fax:	1-623-580-6561	Fax:	<u>512-930-8015</u>

<i>Grant Terms</i>	
Effective Date:	<u>December 15, 2010</u>
Grant Funds:	<u>\$48,000 for the Grant Purpose as stated below.</u>
Grant Conditions:	<u>Prior to PetSmart Charities' distribution of the Second Installment of Grant Funds, the Organization must satisfy the following conditions (the "Grant Conditions"), as determined by PetSmart Charities in its sole and absolute discretion:</u> <input type="checkbox"/> <u>The Organization must have completed approximately 650 of the spay/neuter surgeries described in the Grant Purpose.</u>

Grant Distributions:	<p><u>PetSmart Charities will distribute the Grant Funds to the Organization for the Grant Purpose as follows:</u></p> <p><input type="checkbox"/> <u>First Installment: \$24,000.</u></p> <p><input type="checkbox"/> <u>Second Installment: Approximately 12 months after the First Installment is paid, \$24,000.</u></p>
Grant Purpose:	<p><u>The Grant Funds will total \$48,000 over two years. The Grant Funds will be used by the Organization solely for the purpose of:</u></p> <p><input type="checkbox"/> <u>Focus of surgeries: Approximately 1,300 spay/neuter surgeries on free-roaming cats located in Cedar Park, Leander and Liberty Hill, Texas.</u></p> <p><input type="checkbox"/> <u>In the first 12 months of the Grant Period, completing approximately 650 spay/neuter surgeries, with:</u></p> <p><input type="checkbox"/> <u>\$22,750 for the cost of surgeries, including rabies vaccinations, at an average of \$35 per.</u></p> <p><input type="checkbox"/> <u>\$1,250 for outreach materials and advertising.</u></p> <p><input type="checkbox"/> <u>In the second 12 months of the Grant Period, completing approximately 650 spay/neuter surgeries, with:</u></p> <p><input type="checkbox"/> <u>\$22,750 for the cost of surgeries, including rabies vaccinations, at an average of \$35 per.</u></p> <p><input type="checkbox"/> <u>\$1,250 for outreach materials and advertising.</u></p>
Grant Period:	<p><u>The Grant Period will commence on the Effective Date set forth in this Grant Statement, which in no event shall be earlier than effective date of the Agreement and will continue for a period of 24 Months.</u></p>

Reporting Obligations:

In addition to any requirement set forth in the Grant Agreement, the Organization agrees to provide the following reports to PetSmart Charities in connection with this Grant Statement, on or before the deadlines set forth below. PetSmart Charities reserves the right to change the method and format of how reports are provided.

Interim report: By November 1, 2011, via mail to PetSmart Charities:

☐ An interim project report on the results and impact of the project to date, including the number of surgeries performed to date as part of the Grant, broken down by the number of (a) neuters, (b) spays, (c) in heat, and (d) pregnant.

☐ A detailed report on the expenditure of Grant Funds to date, including receipts, and a detailed report on the total income and expenses to date for the project funded by the Grant.

☐ A budget for the project's second year.

☐ For non-governmental organizations: (1) The Organization's updated audit, if the Organization's income for the fiscal year was equal to or greater than \$500,000. (2) The Organization's updated IRS Form 990. (3) If the report is due prior to an updated audit and/or IRS Form 990 being completed: (a) the Organization's unaudited actual statement of activities (income and expenses) and balance sheet for that fiscal year; and (b) a statement as to when the audit and/or IRS Form 990 will be sent to PetSmart Charities.

Final report: By April 1, 2013, via mail to PetSmart Charities:

☐ A final project report on the results and impact of the project, including the number of surgeries performed as part of the Grant, broken down by the number of (a) neuters, (b) spays, (c) in heat, and (d) pregnant.

☐ A detailed report on the expenditure of Grant Funds, including receipts, and a detailed report on the total income and expenses for the project funded by the Grant.

Statistical reports: Via e-mail to freeroaming@petsmartcharities.org:

☐ Types of data to be submitted: (1) Cat intake from Cedar Park, Leander and Liberty Hill, respectively, with respect to the Organization. (2) Free-roaming cat intake from Cedar Park, Leander and Liberty Hill, respectively, with respect to the Organization. (3) Kitten (6 mos. or younger) intake from Cedar Park, Leander and Liberty Hill, respectively, with respect to the Organization.

☐ Due dates: (1) Pre-project data: By March 1, 2011, data for calendar year 2010. (2) Post-project data: By March 1, 2012, 2013, 2014, and 2015 all the types of data listed above, for the 2011, 2012, 2013 and 2014 calendar years, respectively.

Additional Terms:	<p>As of the date of signing this Grant Statement, the Organization represents to PetSmart Charities that each of its representations, warrants and covenants provided in the Agreement and this Grant Statement are true and correct, including, but not limited to, those set forth in Section 8 of the Agreement.</p> <p>_____</p>
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This Grant Statement shall not be binding on either Party until executed by both Parties. Organization acknowledges and agrees that PetSmart Charities may rescind any offer contained herein at any time until the Agreement has been executed by both Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Grant Statement to be signed by their respective and duly authorized representatives as of the last date set forth below.

“PETSMART CHARITIES”

PETSMART CHARITIES, INC.

Signature:_____

Name:_____

Title:_____

Date:_____

“ORGANIZATION”

WILLIAMSON COUNTY (REGIONAL ANIMAL SHELTER)

Signature:_____

Name:_____

Title:_____

Date:_____

Please make a copy of this document for your records and mail this signed original to:

**PetSmart Charities, Inc.
Attn: GRANTS
19601 North 27th Avenue
Phoenix, AZ 85027**