JPMorgan Chase Foundation me

Elliott D. Lee
JPMorgan Chase Foundation

August 26, 2013

Alfa Demmellash
Chief Executive Officer
Rising Tide Capital Inc.
334 Martin Luther King Drive
Jersey City, NJ 07305

Grant # 9016131

Alfa

Dear Ms. Demmellash:

We are pleased to inform you that the JPMorgan Chase Foundation has approved a grant of $300,000 to Rising Tide Capital Inc. in support of the Community Business Academy program, the Business Acceleration Services program and the Start Something Challenge and Gala.

We take great pride in our history of supporting organizations and programs that strengthen the communities we serve. We commend the important work of your organization, are pleased to support its efforts with this grant, and look forward to learning about its community impact.

This grant is subject to the attached Terms and Conditions. *Please read this attached document carefully* and *have an authorized officer from your organization sign and return it, indicating acceptance of the grant's Terms and Conditions. Additionally, please review* **Appendix C** *of the Terms and Conditions and disclose any applicable Federal Official Affiliations.*

Upon review and acceptance, please return the signed Terms and Conditions in its entirety within thirty (30) days of receipt to:

JPMorgan Chase Foundation Grant Administration
c/o CyberGrants, Inc.
300 Brickstone Square, Suite 601
Andover, MA 01810

We extend our best wishes for continued success.

Sincerely,

Elliott D. Lee

Elliott D. Lee
Enclosure

TERMS AND CONDITIONS

These Terms and Conditions (this *"Agreement"*) are entered into by Rising Tide Capital Inc. (*"Recipient"*) and the JPMorgan Chase Foundation (*"Foundation"*) as of August 22, 2013. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Recipient and Foundation hereby agree as follows:

ARTICLE I
GRANT; PROGRAM SUPPORTED

Foundation agrees to make a grant in the amount of $300,000 (the *"Grant"*) to Recipient in support of the Community Business Academy program, the Business Acceleration Services program and the Start Something Challenge and Gala (the *"Program"*). The Grant shall be paid by check or electronic payment as follows: a single payment, payable at such time and by such method as shall be determined at the sole discretion of Foundation but shall occur no later than ten (10) Business Days after the receipt of this Agreement signed by Recipient. In the event that the payment is made electronically, Recipient represents that the bank information in **Appendix A** hereto is accurate and complete. *"Business Day"* shall mean a day on which U.S. commercial banks are open for business.

In this Agreement, *"Grant Term"* means the period from through. The term *"Grant Funds"* refers to the Grant plus any interest or other income earned on that amount. The end of the Grant Term shall not mean the termination of this Agreement.

ARTICLE II
ACKNOWLEDGEMENTS

Section 2.1 Acknowledgement of Foundation.

Acknowledgements by Recipient relating to the Grant will be given to "**JPMorgan Chase Foundation**" unless otherwise (a) specified herein or (b) determined by the parties pursuant to Section 2.2(a) below. Recipient will not issue or give any press release, interview or other public statement regarding Foundation, the Grant, this Agreement or the parties' relationship without Foundation's prior written consent. The term *"Acknowledgement"* means any public reference or any other right or benefit provided to Foundation or its Affiliates in recognition of the Grant. The term *"Affiliates"* refers to any entities owned by, controlling, controlled by, or under common control with, directly or indirectly, a party; for this purpose, one entity *"controls"* another entity if it has the power to direct the management and policies of the other entity; *provided* that, for purposes of this Agreement, JPMorgan Chase & Co. (*"JPMC"*) and Foundation shall be Affiliates.

Section 2.2 Any Additional Acknowledgement; JPMC Marks.

(a) Foundation and Recipient may agree that Recipient will provide Acknowledgements other than to "JPMorgan Chase Foundation." In such a case, Recipient will refer to JPMC's brand guidelines at jpmorganchasebrandguidelines.com for the requirements for use of the applicable names, Trademarks (as defined below), or other identifying marks or proprietary indicia of Foundation or any of its Affiliates (*"JPMC Marks"*). Except as otherwise allowed under this Agreement, Recipient must receive written consent of Foundation prior to Recipient's public use or distribution of any materials or statements containing any JPMC Mark.

(b) For any trademark, trade name, service mark or logo of Foundation or its Affiliates (whether or not registered, a *"Trademark"*) to be used as an Acknowledgement for the Grant by Recipient pursuant to this Agreement, Foundation will be deemed to have granted to Recipient a non-exclusive,

non-transferable, revocable sublicense to those Trademarks (a *"Trademark License"*). The Trademark License will terminate upon completion of the Program. Notwithstanding any provision of this Agreement to the contrary, however, Foundation in its sole discretion may modify, limit or terminate a Trademark License at any time. Any use by Recipient of any Trademark, pursuant to a Trademark License or otherwise, shall inure to the benefit of JPMC.

Section 2.3 Foundation References to Recipient.

Foundation and its Affiliates are permitted to (a) disclose the Grant and the Program in their reports to any regulatory or governmental authority and (b) publicly refer to Recipient, the Grant and the Program and to use Recipient's registered marks; *provided* that, to the extent that Foundation or any of its Affiliates issue a press release or other public statement using Recipient's registered marks (other than Recipient's corporate name), Foundation will provide a copy of such press release or statement to Recipient for review prior to publication.

Section 2.4 Deliverables.

Recipient agrees to provide Foundation with the Deliverables as more specifically described in the **Exhibit** hereto.

non-exclusive

Recipient agrees to ensure that Foundation, its Affiliates and any applicable media agencies acting on behalf of Foundation and/or its Affiliates (the *"Agency"*) will have full Intellectual Property Rights (as defined below) to fully utilize or exploit the Deliverables, including, without limitation, the right to publish, reproduce, sublicense, display or distribute them in any form or medium in existence now or hereafter developed, throughout the world for publicity, marketing and promotional purposes of Foundation and its Affiliates (the *"Promotional Purposes"*), without any royalties or other compensation due to Recipient or any third parties.

Recipient grants to Foundation, its Affiliates and the Agency a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to fully utilize or exploit the Deliverables, including, without limitation, the right to publish, reproduce, sublicense, display or distribute them in any form or medium in existence now or hereafter developed, throughout the world for the Promotional Purposes, without any royalties or other compensation due to Recipient or any third parties.

Recipient represents and warrants that the Deliverables to be provided and Recipient's and Foundation's (and its Affiliates' and Agency's) use of the Deliverables do not and will not infringe, violate or misappropriate any patent, copyright, trade secret, trademark or other intellectual property or proprietary rights (collectively, the *"Intellectual Property Rights"*) of a third party. If the Deliverables contain any material or elements that are not owned by Recipient and/or which are subject to the rights of third parties, Recipient is responsible for obtaining, prior to submitting the Deliverables, any and all releases and consents necessary to permit the use and publication of the Deliverables by Foundation, its Affiliates and Agency for the Promotional Purposes, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Deliverables. Foundation reserves the right to request proof of these permissions in a form acceptable to Foundation from Recipient at any time.

ARTICLE III
RECIPIENT STATUS; USE OF GRANT FUNDS

Section 3.1 Recipient Status.

(a) Recipient represents and warrants that it is a not-for-profit organization exempt from federal income taxation under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended

(the *"Code"*), and classified as a public charity under Code Sections 509(a)(1) or 509(a)(2), and agrees that it will be so exempt and classified for so long as Grant Funds are held by Recipient.

(b) Recipient represents and warrants that the execution, delivery and performance of this Agreement does not and will not violate any law, order, regulation or agreement to which Recipient is subject and that once signed by Recipient this Agreement will be a legal and binding agreement of Recipient.

Section 3.2 Restrictions on Use of Grant Funds.

(a) Recipient agrees to use Grant Funds in a manner substantially consistent with the timeframe/schedule, budget and description of the Program as described in Article I herein and the grant proposal submitted by Recipient (the *"Grant Proposal"*) as modified herein; *provided* that those terms may be modified by the parties in writing if they so agree; and *provided further* that if any applicable terms in the Grant Proposal conflict with the terms of this Agreement, this Agreement's terms will prevail.

(b) Recipient will use Grant Funds only for charitable, scientific, literary or educational purposes and will not use Grant Funds: (i) to carry on propaganda, or otherwise to attempt, to influence legislation; (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, a voter registration drive; (iii) to make a grant to another organization; (iv) to make grants to individuals for travel, study or other similar purposes by such individuals (such as scholarships, fellowships or grants for research); (v) to satisfy a charitable pledge or obligation of any person or organization other than Foundation; or (vi) as collateral.

Section 3.3 Return of Grant Funds.

(a) Foundation reserves the right to demand the return of all Grants Funds (and an accounting as to the use of any expended Grant Funds) if:

(i) Recipient does not expend Grant Funds for the Program or otherwise comply with the terms of this Agreement;
(ii) Recipient takes any action which brings, or is likely to bring, Foundation's reputation into disrepute;
(iii) There is any legal action, suit, arbitration or other legal, administrative or governmental investigation, inquiry or proceeding pending or threatened against a director, officer, employee or agent of Recipient for a breach of trust or fiduciary duty; or
(iv) Recipient makes an assignment for the benefit of creditors or seeks judicial protection in any insolvency or bankruptcy proceeding.

Recipient will promptly notify Foundation upon the occurrence of any event in (i) - (iv) above and will comply with any such demand. Upon the occurrence of any such event, Foundation will no longer have any obligation to pay to Recipient any unfunded Grant amounts that would otherwise be or become due hereunder.

(b) Alternatively, Foundation, at its sole discretion, may instead require Recipient to (i) redirect Grant Funds to another program or project of Recipient, (ii) immediately distribute Grant Funds to another organization exempt from federal income taxation under Code Section 501(c)(3), or (iii) change the terms of the Grant.

(c) In addition, upon the occurrence of any event in Section 3.3(a) above, Foundation will have the right to terminate this Agreement immediately upon written notice to Recipient.

ARTICLE IV
INDEMNIFICATION

(a) Recipient will indemnify, defend (with counsel satisfactory to Foundation) and hold harmless Foundation and each of its Affiliates, and each of its and their respective officers, directors, employees, agents, representatives, successors and assigns (each, an *"Indemnified Person"*) from any and all third-party claims, demands, actions or threats of action (whether in law, equity or in an alternative proceeding and whether groundless or otherwise), losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, *"Losses"*), and threatened Losses, in each case due to, arising out of, connected with, related to or incidental to the Grant, the Program or this Agreement, including defamation and any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third person by (i) any Deliverables provided by Recipient or (ii) Foundation and its Affiliates' use of those Deliverables (each, an *"Indemnified Claim"*).

(b) If Recipient fails to defend an Indemnified Person as provided in Article IV(a) after reasonable notice of an Indemnified Claim, Recipient will be bound: (i) to indemnify and reimburse the Indemnified Person for any Losses incurred by such Indemnified Person, in its sole discretion, to defend, settle or compromise the Indemnified Claim; and (ii) by the determination of facts common to an action and subsequent action to enforce the reimbursement rights of the Indemnified Person. No settlement or compromise that imposes any liability or obligation on an Indemnified Person will be made without such person's prior written consent (which may not be unreasonably withheld).

ARTICLE V
REPORTING; COMPLIANCE; COMMUNICATION

Section 5.1 Reporting; Monitoring.

(a) Recipient will provide to Foundation a written report signed by a duly authorized officer of Recipient (an *"Impact Report"*) within 45 days of the end of the Grant Term and at such additional times as requested by Foundation personnel. If the Grant Term is longer than one year, an Impact Report will also be provided (i) within 45 days of the one-year anniversary of the start of the Grant Term and (ii) annually thereafter until the Grant Term has ended. Impact Reports are to be submitted via Foundation's on-line grant system.

(b) Recipient will maintain its books and records such that it can produce any required Impact Report and readily verify its use of Grant Funds. The Impact Report will include the following:

(i) a *Narrative Evaluation*, including (A) a description of the Program's impact on Recipient and Recipient's constituents and/or community and (B) an assessment of the mutually agreed-upon goals and outcomes of the Program (as set forth in **Appendix B** hereto).

(ii) a *Financial Accounting*, comprising a financial statement capturing (A) Grant amounts received by Recipient, (B) any income earned on Grant amounts, and (C) all expenditures of Grant Funds. The Financial Accounting will include information only for the period covered (See Section 5.1(a) above) and only relating to Grant Funds.

(c) Recipient will attach to its Impact Report a copy of its most recently audited financial statements.

(d) Foundation may require Recipient to provide reasonable additional (or further specified) information in an Impact Report.

(e) Upon failure of Recipient to submit an Impact Report within a reasonable period of time after such Impact Report is due, Foundation may withhold any future installments of Grant amounts and any other grant monies otherwise due to Recipient by Foundation until such time as the Impact Report is submitted in a form and substance reasonably satisfactory to Foundation. Recipient acknowledges that failure to timely submit an Impact Report may result in Recipient and its Affiliates being barred from receiving any future Foundation grants.

(f) Foundation will have the right, as reasonable under the circumstances, to monitor and conduct reviews of Recipient's operations relating to the Program, the use of Grant Funds and related books and records.

Section 5.2 Compliance with Laws.

(a) Recipient will perform all of its obligations to Foundation under this Agreement in compliance at all times with all foreign and United States federal, state and local laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to any of the foregoing, that are applicable to Recipient in performing its obligations to Foundation under this Agreement.

(b) Recipient covenants that no part of the Grant shall be used for any activity that may contravene United States federal, state, international or other non-U.S. laws and regulations, including but not limited to anti-money laundering and counter-terrorist financing laws and regulations (collectively, the *"AML Laws"*). Recipient further agrees to exercise due diligence in preventing and detecting any criminal conduct or violations related to the AML Laws and to promptly disclose to Foundation, in writing, any potential or actual violations.

Foundation may terminate this Agreement immediately upon written notice to Recipient if it concludes, in its sole discretion, that Recipient has breached the foregoing representations and warranties or covenants related to the AML Laws or that such a breach is substantially likely to occur unless this Agreement is so terminated. Foundation shall not be obligated to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of the AML Laws.

(c) As of the date of this Agreement, neither Recipient nor any individual, entity, or organization holding any material ownership interest in Recipient, if applicable, nor any officer or director thereof, is an individual, entity, or organization with whom any United States law, regulation, or executive order prohibits United States companies and individuals from dealing, including, without limitation, names appearing on the SDN List (as defined below). Recipient covenants to Foundation that it will not directly or indirectly use the Grant in any manner or otherwise take any action that would cause Foundation to be in violation of any regulation administered by OFAC (as defined below). Foundation covenants to Recipient that it will not cause Recipient to be in violation of any regulation administered by OFAC.

If Recipient or any individual, entity, or organization holding any material ownership interest in Recipient, if applicable, including any officer or director thereof, is determined at any time to be an individual, entity, or organization with whom Foundation is prohibited from dealing by any United States law, regulation, or executive order, including, without limitation, names appearing on the U.S. Department of the Treasury's Office of Foreign Assets Control's (*"OFAC"*) Specially Designated Nationals and Blocked Persons List (the *"SDN List"*), then Recipient shall be deemed to be in material

breach of this Agreement and Foundation shall have the right to terminate this Agreement immediately, without penalty or liability.

(d) Recipient represents and warrants that it, its Affiliates and its and their respective officers, directors, employees, agents and representatives are in compliance with, and covenants that it and they shall remain in compliance with, all foreign and United States federal, state and local laws, rules and regulations of any jurisdiction applicable to the parties concerning or related to ethics, bribery or corruption, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act (collectively, the *"Laws"*). Recipient further covenants that no part of the Grant shall be used for any purpose that would cause a violation of the Laws and agrees to exercise due diligence in preventing and detecting any criminal conduct or violations related to the Laws and to promptly disclose to Foundation, in writing, any potential or actual violations. Upon request, Recipient will provide Foundation with copies of all filings made pursuant to the Laws.

Foundation may terminate this Agreement immediately upon written notice to Recipient if it concludes, in its sole discretion, that Recipient has breached the foregoing representations and warranties or covenants related to the Laws or that such a breach is substantially likely to occur unless this Agreement is so terminated. Foundation shall not be obligated to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of the Laws.

(e) Recipient represents and warrants that the information in **Appendix C** hereto regarding its affiliation with Covered Official(s) (as defined in Appendix C) is accurate and complete.

Section 5.3 Notices.

Unless otherwise specified herein, notices (including any consent or communication hereunder) must be in writing and may be given by any of the following: email, facsimile, first class mail (return receipt requested), or courier. Either party may change its notice address by using this notice procedure. Notices are to be given to a party's address as indicated below.

TO RECIPIENT:

Alfa Demmellash
Chief Executive Officer
Rising Tide Capital Inc.
334 Martin Luther King Drive
Jersey City, NJ 07305
Fax: 201-432-3504

TO FOUNDATION:

JPMorgan Chase Foundation
Attn: Grants Administration
270 Park Avenue, Floor 4
Mail Code: NY1-K705
New York, New York 10017
Fax: 917-464-9291

With a copy to: Elliott D. Lee, the Foundation officer overseeing the Grant (the *"Foundation Officer"*).

ARTICLE VI
MISCELLANEOUS

Section 6.1 Termination.

This Agreement will terminate upon the later of (i) the delivery to Foundation of Recipient's final Impact Report **and** (ii) the end of the Grant Term; *provided* that notwithstanding the foregoing, Foundation may terminate this Agreement pursuant to Sections 3.3(c) or 5.2; and *provided further* that Articles II, III, IV and VI shall survive termination.

Section 6.2 Assignment and Subcontracting.

Recipient may not assign any rights or delegate any obligations under this Agreement (including any assignment by merger or other combination by operation of law) or subcontract any such rights or obligations without the prior written consent of Foundation. Any assignment or attempted assignment contrary to this Section will be null and void.

Section 6.3 Rights and Remedies of the Parties.

Unless expressly stated otherwise in this Agreement, all rights and remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity or otherwise.

Section 6.4 Governing Law and Waiver of Jury Trial.

(a) This Agreement will be governed and construed in accordance with the applicable laws of the State of New York, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in the State of New York, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in New York, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the forgoing, claims for equitable relief may be brought in any court with proper jurisdiction within the United States.

(b) Foundation reserves the right for any director or officer of Foundation to enforce the terms and conditions of this Agreement, including by filing suit in a court of competent jurisdiction. Recipient agrees that it will not contest the standing of any director or officer of Foundation to bring any such suit.

(c) BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF A DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

Section 6.5 Limitation of Liability.

(a) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

(b) The limitations and exculpations of liability set forth above in Section 6.5(a) shall not apply to: (i) a party's indemnification obligations under this Agreement or (ii) claims against a party involving fraud, gross negligence or willful misconduct.

Section 6.6 Severability and Entire Agreement.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent

jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected, and each of those provisions will be valid and enforceable to the full extent permitted by law. This Agreement constitutes the entire agreement of the parties, superseding all prior agreements and understandings as to the subject matter, notwithstanding any oral representations or statements to the contrary, and cannot be amended without the written consent of the parties.

Section 6.7 Construction.

Unless otherwise required by the context, references to *"parties"* refer to Foundation and Recipient and *"party"* refers to Foundation or Recipient, as applicable. When used in this Agreement, the term *"including"* shall mean including without limitation. This Agreement may be signed in counterparts (including by electronic or facsimile transmission), each of which will be considered an original and all of which together will constitute one and the same instrument. This Agreement incorporates and includes all Appendices and Exhibits hereto.

IN WITNESS WHEREOF, Recipient and Foundation agree to be bound by the terms and conditions of this Agreement as of the date first written above.

Rising Tide Capital Inc.
Tax ID: 113720098

By: _____
Name:
Title:

JPMorgan Chase Foundation

By: _____
Name: Dalila Wilson-Scott
Title: President

PLEASE RETURN THIS SIGNED AGREEMENT IN ITS ENTIRETY TO:

Attn: JPMorgan Chase Foundation Grant Administration
c/o CyberGrants, Inc.
300 Brickstone Square, Suite 601
Andover, MA 01810

APPENDIX A

Recipient Bank Information Form

Recipient: Rising Tide Capital Inc. **Grant Number**: 9016131

	Recipient's Bank Information
Bank Name:	TD BANK
ABA Number:	031201360
Address of Bank – line 1	17 UNION AVE
Address of Bank – line 2	EAST RUTHERFORD, NJ 07073
Address of Bank – line 3	
Account Holder:	RISING TIDE CAPITAL INC.
Account Number:	3453297970

APPENDIX B

Grant Goals & Outcomes Summary

Goals/Outcomes	Measures
RTC will provide significant business development services to at least 500 entrepreneurs: • Recruit, enroll and graduate 200 Community Business Academy students • Provide Business Acceleration Services to 300 entrepreneurs • 190 businesses will be started, strengthened or expanded. • 150 new jobs will be created (50 FTE)	500 entrepreneurs received training and/or technical assistance 50 new small businesses were created (?) ← OK 2013-2014 Jay / Louisa 100 small businesses stabilized and strengthened their operations 150 jobs were created (50 FTE) 200 students graduated from CBA 300 entrepreneurs received Business Acceleration Services
	20 / 30 CBA registered users onboarded / " " marketing
Facilitate greater access to capital through Rising Tide Capital Exchange 2.0 for RTC CBA graduates: • Expose [redacted] micro-businesses to the exchange (250) [redacted] exposed • 12 to [redacted]4 micro-loans from 5 micro-lenders are closed via the exchange (spec)	[redacted] micro-businesses exposed to sources of capital through RTC Exchange 2.0 ([redacted] (18) 100 entrepreneurs were matched with potential funding sources through RTC Exchange 2.0 (12 to [redacted]) entrepreneurs received micro-loans via RTC Exchange 2.0 — Jay? (define)
Recruit over 90 participants to compete in the 2013 Start Something Challenge (SSC)	90 entrepreneurs receive technical assistance through the SSC 3 winning entrepreneurs receive a total of $25,000 in cash prizes 15MM media impressions recorded through SSC

APPENDIX C

Federal Official Affiliation Disclosure

The parties acknowledge that JPMorgan Chase Bank, N.A. is required to report information regarding Foundation grant recipients' affiliations with certain federal officials, referred to as *"Covered Officials."* This requirement derives from the *U.S. Honest Leadership and Open Government Act of 2007* (the *"HLOGA"*).

Affiliations to be Reported:

Recipient will provide the name of each Covered Official who (a) participated in the establishment of Recipient or (b) as of the date of this Agreement, participates in the direction and control of Recipient by sitting on its board of directors or acting as a director or chairperson.

"Covered Official" means any current: Member of Congress; Congressional staffer; employee of the Executive Office of the President; employee of the Office of Management and Budget; Presidential Appointee (Deputy Assistant Secretary level and above) and his/her "Schedule C" Assistants of any executive branch agency or department; or military officer ranking Brigadier General, Rear Admiral or above.

Recipient's Affiliations:

In the *first box* below is Recipient's response (if any) from its Grant Proposal regarding its Covered Officials. **Prior to signing this Agreement, Recipient will update/revise this information as needed by crossing out any names/titles in the *first box* below and adding any additional names/titles of Recipient's Covered Officials in the *second box* below. If Recipient does not have an affiliation with any Covered Officials, please write "N/A" in the *second box*.** Reference below to "Title" is to a person's government title, not that person's position with Recipient.

Recipient Affiliation Information as Submitted in the Grant Proposal

Name:	Title/Nature of Affiliation:
N/A	

Recipient Corrections

Name:	Title/Nature of Affiliation:
_____	_____
_____	_____
_____	_____

Recipient acknowledges and agrees that the information it provides in this Appendix will be reported to government authorities under the HLOGA and will become public information.

EXHIBIT

Description of Deliverables

In connection with the Grant, Recipient agrees to provide the following *"Deliverables"* to Foundation via email to partner.info@jpmchase.com with a copy to the Foundation Officer:

1. Promotional Statement.

   - By the end of each six-month period of the Grant Term, a 1,000-word narrative statement (collectively with all supplemental materials listed below in this Section 1, the *"Promotional Statement"*) describing the purpose of the Grant, the problem or challenge it addressed, information about the population served, and the results (both quantitative and qualitative).
     - Unlike the Impact Report, the Promotional Statement will be used for the Promotional Purposes, including Foundation's internal and external promotion of the Program. MARCOM
   - Recipient shall include in the Promotional Statement, or provide as supplemental material:
     - A "human interest" story that highlights the problem or challenge the Grant addressed, describes how the population served was assisted by the Grant, and helps explain the success of the Program. MARCOM
     - A quote for use by Foundation from any of the Program coordinator, a senior officer or manager or the board chair of Recipient, or a beneficiary of the Program that describes the success of the Program. MARCOM
   - If applicable, Recipient shall also include in the Promotional Statement:
     - Key lessons learned and how they might impact Recipient's future mission, strategy, or services. COO/PROG
     - Whether the Grant was used to attract new funding from other sources such as corporations, foundations, or other individuals and, if so, a list of the additional funding sources and dollar amounts. COO/DEV

2. Promotional Video and Photographs. (?) Elec – Type (?) Prof. level.

   - By the end of each year of the Grant Term, a five-minute video (the *"Video"*) that shows the Program in action and provides information about the purpose of the Grant, the problem or challenge it addressed, successes and key lessons learned, information about the population and community served, and the results (quantitative and qualitative).
     - Applicability of this provision to research or planning grants should be discussed with the Foundation Officer.
   - By the end of each quarter of the Grant Term after the start of the Program, in electronic form 3-5 photographs (high resolution, defined as 300 dpi) (the *"Photographs"*, together with the Video, the *"Photographic Materials"*) taken of the Program in action. – MARCOM

3. Recipient Communication Channels and Acknowledgements.

   - Within 30 days of the date of this Agreement, Recipient shall provide:
     - A high-resolution version of Recipient's logo for internal and external use. – MARCOM
     - A statement describing the channels Recipient uses to communicate with clients, funders, community partners, and others (e.g., Twitter, newsletters, Facebook, etc.). – "
     - A statement identifying key officers or managers of Recipient to speak at Foundation internal events. – "
   - Recipient shall provide a final copy or notification of any social media posting by Recipient about the Program or the Grant when it occurs.

- Recipient shall provide copies of any articles about the Program or the Grant from Recipient's internal communications or external media sources (newspapers, blogs, etc.). Articles from external media sources shall not be subject to the provisions of Section 2.4 of this Agreement.

In addition to the above, Recipient agrees that, upon request, senior leadership of Recipient shall participate in media opportunities in conjunction with Foundation, including press releases, press events, op-eds, interviews, panels, webinars, etc.

All acknowledgements shall be subject to the provisions of Article II of this Agreement, and Foundation's prior written consent shall be obtained in accordance with those provisions.

RISING TIDE CAPITAL | TRANSFORMING Lives and Communities through Entrepreneurship™

		Start Something Challenge Program Budget		FY 2013 Budget Totals
		Revenue		
		Honorees	$ 300,000	
		Start Something Challenge Sponsors	$ 100,000	
		Net Revenue: Cash Less In-Kind Expenses		**$ 400,000**
I	Category I	**Program**		
		SSC Program Event Costs	$ 15,000	
		Program Marketing & Advertising	$ 25,000	
		Program Costs		**$ 40,000**
II	Category II	**SSC Entrepreneur Prizes- Cash**		**$ 25,000**
III	Category III	**Celebration- SSC Champions Gala Costs (n=300)**		
		Food & Beverage - ave. estimate $150	$ 45,000	
		Parking ($5 per car/bus transport/valet)	$ 1,000	
		Printing-Gala Signage, Gala Book (Star Ledger)	$ 10,000	
		Consultants:	$ -	
		Honoree/Gala Development Manager	$ 40,000	
		Event Manager	$ 30,000	
		Text A Pledge Dinner Fundraiser	$ 4,000	
		A/V	$ 1,500	
		Decorations ($5K), Gift Bags($3K)	$ 8,000	
		Entertainment	$ 1,500	
		Honoree Awards	$ 1,000	
	III	**Gala Total**		**$ 142,000**
	Category IV	**Staff Allocation - 5% (estimate footnote below)**		
		Salary	$ 64,378	
		Fringe Benefits	$ 10,622	
		Estimated Org. Staff Total		**$ 75,000**
		Total Expenses (Including Org. Staff Alloc.)		**$ 282,000**
		Net Revenue		**$ 118,000**

Footnote:

1. 12 FT Staff @ 80 hrs./staff for Preparation, Program and Gala Implementation and Close-Out