

## GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of February 12, 2024, by and between Illuminarium Experiences, LLC (the "Grantor"), represented by Christopher Renaud, Chief Operating Officer / Chief Financial Officer and co-founder, with its operational headquarters based at 705 Center Street, Floor 2, Lewiston, NY 14092, Christopher Renaud as individual district resident and Lewiston Porter Central Schools, a public school district and tax-exempt organization with EIN 16-6001867 (the "Grantee"), located at 4061 Creek Road, Youngstown, NY 14174.

### Recitals

WHEREAS, the Grantor desires to support the development of World Language/Chinese Language instruction in K-12 education at the Grantee's institution;

WHEREAS, the Grantee has expressed its commitment to continue offering World Language/Chinese Language instruction to K-12, including the elementary (K-6) Chinese language program;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Grant of Funds

1.1. The Grantor agrees to provide a grant of One Hundred Fifty Thousand Dollars (\$150,000) to the Grantee (the "Grant"), subject to the terms and conditions set forth in this Agreement.

1.2. The Grant will be distributed over three school years: 2024-25, 2025-26, and 2026-27.

1.3. The Grantor will distribute to the Grantee Fifty Thousand Dollars (\$50,000) on or before August 1, 2024, followed by monthly distributions of Five Thousand Dollars (\$5,000) from September 1, 2025, to June 1, 2026, and from September 1, 2026, to June 1, 2027. The Grantee will work with the Grantor to provide payment from the Grantor to Grantee.

1.4. Christopher Renaud, acting in his personal capacity, may also provide the monthly distribution detailed in paragraph 1.3 in lieu of a monthly payment from Illuminarium and if he does so that the Grantee's will work with respect to Section 3 and Section 5 with respect to documentation needed for tax reporting and deductibility analysis.

#### 2. Use of Funds

2.1. The Grantee shall use the Grant for the development and continuation of World Language/Chinese Language instruction in K-12 at the Grantee's institution. The funds will be

used to ensure that opportunities for Chinese language instruction are available K-12 at the Grantee's institution.

2.2 The Grantee does not abdicate its authority to determine curricular/budgetary decision making related to K-12 World Language/Chinese Language instruction program or the manner in which the program is to be offered. The Grantee will provide notice to the grantor of any change in World Language/ Chinese language programming that may intersect with the use of grant funds.

### 3. Reporting and Accountability

3.1. The Grantee agrees to provide the Grantor with annual reports detailing the use of the funds, the progress of the program, and the impact on the students' learning. Any such reports will be provided without disclosing confidential information or other information protected under local, state, or federal law (i.e., Family Educational Rights and Privacy Act (FERPA)).

### 4. Term and Termination

4.1. This Agreement shall commence on the date first above written and shall continue in effect until the completion of the Grant distribution unless terminated earlier as provided herein.

### 5. Tax Deductibility

5.1. The Grantor acknowledges that the Grant is tax-deductible to the extent allowed by law, as the Grantee is a qualified organization under IRS regulations.

### 6. General Provisions

6.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

6.2. This Agreement shall be governed by and construed in accordance with the laws of the New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ILLUMINARIUM EXPERIENCES LLC

By: \_\_\_\_\_

Name: Christopher Renaud

Title: Chief Operating Officer & Chief Financial Officer

Date: \_\_\_\_\_

Christopher Renaud, acting as individual

By: \_\_\_\_\_

Date: \_\_\_\_\_

LEWISTON PORTER CENTRAL SCHOOLS

By: \_\_\_\_\_

Name: Paul J. Casseri

Title: Superintendent of Schools

Date: \_\_\_\_\_