

GRANT AGREEMENT

THE THOMAS AND STACEY SIEBEL FOUNDATION (“Donor”) intends to make a grant to the COUNTY OF SAN MATEO (“Grantee”), in accordance with the terms of this grant agreement dated May 20, 2016 (“Agreement”). By signing this Agreement and accepting grant funds Grantee agrees to the terms and conditions set forth below.

A. **Grant.** Donor intends to make a grant to Grantee in the amount of THREE MILLION DOLLARS (\$3,000,000) (“Grant”). The Grant will be made to Grantee at the following times and in the following installments (“Grant Installments”), provided that the criteria for each such installment is satisfied as provided below:

1. Upon the San Mateo County Board of Supervisor’s authorization and acceptance of this Agreement and finding that the Project (as defined in Section B.1 below) is categorically exempt from the California Environmental Quality Act, Donor shall donate SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) to Grantee to be used for the Project and any costs or expenses determined by the San Mateo County Sheriff or his/her designee to be associated with the Project (“Project Costs”).
2. Upon Grantee’s receipt of eighty percent (80%) design drawings, Donor shall donate TWO HUNDRED THOUSAND DOLLARS (\$200,000) to Grantee to be used for the Project and Project Costs.
3. Upon Grantee’s receipt of one hundred percent (100%) design drawings, and the receipt of any permits determined by Grantee to be necessary for the Project, Donor shall donate ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$1,950,000) to be used for the Project and Project Costs.
4. Upon substantial completion of the Project, as determined by Grantee, Donor shall donate ONE HUNDRED THOUSAND DOLLARS (\$100,000) to be used for the Project and Project Costs.

The completion of the milestones set forth in this Section A shall be determined by the general contractor, *provided however*, that if Donor does not agree with such measurement, the determination of the completion of the milestones shall be made by an independent consultant mutually selected by Donor and Grantee. The expense of such consultant shall be borne by Donor and shall not reduce the Grant.

Notwithstanding any other provision in this Agreement, in the event the San Mateo County Board of Supervisor’s does not accept this Agreement by October 4, 2016, then Donor may, upon written notice to Grantee, terminate this Agreement. If Donor exercises such termination right, Donor shall have no further obligation to make any payments under this Agreement.

B. Purpose Of Grant And Use Of Funds.

1. This Grant shall be used to plan, design, construct, and install an indoor firearms training facility and to make additional improvements on San Mateo County property at the Coyote Point Recreational Facility, to be County Property upon completion (collectively the "Project").
2. Upon completion of the Project, any amount of the Grant that remains unspent shall be retained by Grantee for use by the San Mateo County Sheriff and his/her designee to maintain, operate, and/or improve the firearms training facilities at the Coyote Point Recreational Area.
3. Grantee may not use the funds for any other purposes without prior written permission from Donor.
4. Grantee shall inform Donor if there are significant changes to personnel key to accomplishing the purposes of the Grant or if the Grant cannot be expended for the purposes set forth in this Agreement.
5. The indoor firearms training facility shall be named the "Siebel San Mateo County Sheriff's Office Firearms Range".

C. Announcement; Publicity.

1. The timing and context of any announcement of this Grant shall not be made without the prior written approval by Donor of such announcement.
2. Standardized (i.e., boilerplate or template) descriptions of Donor or the Grant must not be published, in any form, without Donor's prior written approval. Donor will review any provided publicity materials promptly and will provide Grantee with contact information for providing such materials for review and for follow-up in the event of a time-sensitive matter. In no event will Grantee publish publicity materials that have not been either pre-approved or approved by Donor. Pre-approved statements and references may be re-used subsequently in other publicity materials so long as they are not modified from their pre-approved form. Any Grantee-generated article, written narrative, photograph, slide, and/or audiovisual documentation of Grantee's activities, in whatever form, that mentions or refers to Donor or this Grant, and is to be released to the press or distributed outside Grantee, must be submitted to Donor for approval prior to printing, unless all such references covered by this Agreement that are contained in these materials include only pre-approved templates or boiler-plate language or other pre-approved publicity materials. Any direct quote from Donor to be used by Grantee in publicity materials, whatever its form, must be sent to Donor for approval prior to usage. The use or reproduction of Donor's images or in any of Grantee's publicity materials is prohibited without Donor's prior written approval.

3. For all purposes of this Agreement, the term “publicity materials” shall include all publicity, catalogues, advertising, marketing communications, releases, solicitations or other materials created primarily for distribution to the public that mention or refer to Donor or this Grant.
- D. **Records Maintenance And Inspection.** For at least seven (7) years, Grantee agrees to maintain adequate records to enable expenditure of this Grant to be easily confirmed. Grantee also agrees to make their books and records relating to the expenditure of this Grant available for inspection at reasonable times upon request by Donor. Grantee agrees promptly to resolve any issues identified by Donor as a result of their review of records to the satisfaction of Donor.
 - E. **Termination Of Agreement.** Donor shall have the right to discontinue funding if at any time Grantee fails to comply with the terms of this agreement including but not limited to: (a) Grantee losing its status as described in Section G, (b) Grantee experiencing or becoming involved in a financial fraud, scandal or other defalcation or breach of fiduciary duty which is expected to have a material adverse effect on the business or results of operations of Grantee or its financial viability or (c) Grantee experiencing any other corporate event that Donor reasonably believes, in good faith, will have a material and adverse impact upon the good reputation of Donor in the community and which, in Donor’s reasonable good faith opinion, makes it desirable for Donor to terminate its relationship with Grantee.
 - F. **Indemnity.** Grantee hereby agrees to the fullest extent permitted by law, to defend, indemnify, and hold harmless Donor from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) incurred by Donor arising from or attributable to any negligent or intentional act or omission of Grantee in applying for or accepting the Grant, or in expending or applying the funds furnished pursuant to the Grant, except to the extent that any such claims, liabilities, losses or expenses arise from or in connection with any intentionally wrongful act or omission of Donor.
 - G. **Organizational Tax Status.** Grantee represents and warrants that it is exempt from taxation under IRC Section 170(b)(1)(A) and that the effect of the Grant will not make untrue or incorrect or operate to invalidate any of Grantee’s representations and warranties set forth in this Agreement. Grantee will promptly advise Donor if there is a change with respect to its tax-exempt status.
 - H. **Dispute Resolution.** Any dispute arising out of this Agreement shall be settled by confidential, binding arbitration in San Francisco, California, under the Commercial Arbitration Rules of the American Arbitration Association then existing and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.
 - I. **Provisions.**
 1. **Assignment by Grantee.** Grantee’s rights and obligations under this Agreement, including the right to receive the Grant, may not be assigned or transferred except upon the written consent of Donor to a successor organization which qualifies for tax exempt status under IRC Section 501(a) as an organization described in IRC Sections 501(c)(3) and 170(b)(1)(A). Such consent may not be unreasonably withheld. Donor’s rights and obligations under this Agreement, including the obligation to make the Grant, may not be assigned or transferred

except upon the written consent of Grantee. Such consent may not be unreasonably withheld.

2. **Successors/Binding Nature of Agreement.** While Donor's commitment to make the Grant is not to be considered a legally binding obligation, should Donor make the Grant then the use of the Grant and its terms and conditions as described in this Agreement shall inure to the benefit of Donor and be binding on Grantee and its respective successors-in-interest.
3. **Confidentiality.** Grantee agrees to properly protect Donor's Confidential Information. Grantee agrees that any Confidential Information that it obtains during the term of this Agreement will be disclosed to other operational entities of Grantee on a strict need-to-know basis and only for purposes of managing and meeting the obligations of the Agreement, unless otherwise required by law. For purposes of this Agreement, "Confidential Information" shall include, but not be limited to, account numbers of and other information about asset management and bank accounts; financial information; and personal information about Donor.
4. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction or by any arbitrator pursuant to the arbitration provisions, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding upon the parties.
6. **Expenses.** Each party shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions or requirements contemplated by this Agreement.
7. **No Partnership or Joint Venture.** The parties agree that Donor and Grantee are neither partners nor parties to any joint venture. Nothing in this Agreement creates a partnership or joint venture among Donor and Grantee, or imposes upon any party any liabilities as such.
8. **Headings and Capitalized Terms.** Section and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions. Capitalized terms used in this Agreement shall have the meanings assigned to them by this Agreement.
9. **No Third Party Rights.** No provision contained in this Agreement shall create or give to third parties any claim or right of action against Grantee or Donor.
10. **Modification.** By mutual consent of the parties hereto (including Donor or its designee), any provision of this Agreement relating to the administration of the Grant or the manner in which the Grant is to be used may be modified or deleted and new provisions regarding such administration or use may be added. Any such changes, deletions or additions shall be

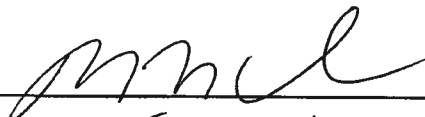
recorded in addenda, which shall form part of this Agreement and require the signatures of the parties concerned.

11. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by Donor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The grant contemplated by this Agreement is a separate and independent transaction from any other transaction between Donor, on the one hand, and Grantee or its affiliates, on the other hand.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
13. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

The parties' authorized signatories have duly executed this Agreement as of May 20, 2016.

DONOR

GRANTEE

By: 

By: _____

Print Name: THOMAS M. SISBEL

Print Name: _____

Title: President

Title: _____

Date: May 20, 2016

Date: _____