

HOUSTON ENDOWMENT INC.
A PHILANTHROPY ENDOWED BY JESSE H. AND MARY GIBBS JONES

ANN B. STERN
President and CEO

February 19, 2016



Mr. Ed Barrios
President
Friends of Brazoria Wildlife Refuges
Post Office Box 505
Lake Jackson, TX 77566-0505

Dear Mr. Barrios:

It is my pleasure to inform you that the Board of Directors of Houston Endowment Inc. (the "Foundation") has authorized a grant of \$300,000 to Friends of Brazoria Wildlife Refuges ("Grantee") subject to Grantee's acceptance of the terms and conditions set forth in this agreement.

The following terms and conditions apply to this grant:

1. This grant is to be used toward pre-acquisition due diligence costs associated with protecting land in the Columbia Bottomlands, as described in your proposal received December 11, 2015.
2. Provided an authorized officer of Grantee has signed and returned this agreement by March 4, 2016, this grant has been approved for payment as follows:
 - \$300,000 on or before April 30, 2016
3. Permission is hereby given for Grantee to use any wording contained in this agreement in press releases. Only proposed releases for publication or broadcasting containing additional information need be submitted to the Foundation for approval. Grantee agrees to forward to the Foundation copies of any news releases, published materials, or media articles mentioning this grant which come to Grantee's notice or attention. The Foundation retains the right to release information regarding this grant to any public media.
4. If Foundation funds were received for a purpose other than general operating support and there are any Foundation funds in excess of \$999.99 remaining that were not used for the purpose stated above, those funds must be returned to the Foundation, unless there is an agreement as to the utilization of the unused funds.
5. Grantee agrees to furnish to the Foundation a written report within one year from the date of funding this grant, as to the status and/or results of the projects and activities financed by this grant, including an accounting of all funds expended.
6. Grantee agrees to keep its financial and other records so that they adequately show that the funds were used exclusively for the grant's purposes.
7. Grantee warrants that Grantee currently is (i) a public charity described in Section 501(c)(3) or a governmental unit described in Section 170(c) of the Internal Revenue Code of 1986 (not a private

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foundation or a private operating foundation), and (ii) that receipt of this grant will not adversely affect Grantee's current status.

8. Grantee agrees to furnish the Foundation with any information concerning (A) the occurrence of an adverse event which may significantly affect the ongoing operations of Grantee, or (B) a proposed change in Grantee's current classification as either a public charity or a governmental unit.
9. Grantee agrees to supply the Foundation with such information as the Foundation may require to review the use of these grant funds and their effect upon the public charity status of Grantee.
10. Any violation of the terms and conditions set forth herein will permit the Foundation to terminate any and all obligations with respect to further distributions, whether to be made as part of this grant or any other approved grant from the Foundation.
11. Acknowledgment of Grantee's agreement to the terms and conditions set forth in this agreement will be made by a duly authorized officer of Grantee as provided below.
12. The Foundation desires that all resources of Grantee be dedicated to accomplishing its charitable purposes. Accordingly, Grantee agrees not to recognize the Foundation, its Board members or staff, or this grant with certificates, plaques, or similar mementos.

Assuming the terms and conditions of this grant are acceptable, an authorized officer of Grantee should execute both copies of this agreement and return one copy to Houston Endowment Inc., attention Grant Department. You may contact Elizabeth G. Love, Senior Program Officer, with any questions about this grant.

Very truly yours,



Ann B. Stern

As an officer of Friends of Brazoria Wildlife Refuges, I certify that I am duly authorized to bind the organization to the terms of this agreement, and do hereby agree to and accept the terms set forth above this 7 day of MARCH, 2016.

FRIENDS OF BRAZORIA WILDLIFE REFUGES

By Edward Barrios
Name

President FOBWR
Title