

THE PLAY EVERYWHERE CHALLENGE WINNER AWARD LETTER

The Play Everywhere Challenge ("Challenge") is a call for ideas organized by KaBOOM!, Inc., a District of Columbia nonprofit corporation ("KaBOOM!") designed to help uncover the best replicable, scalable innovations in city redevelopment and design that will make play easy, available and fun for all kids and families. It is an opportunity to reimagine what and where a play space is and can be.

Robert Wood Johnson Foundation ("RWJF" and other supporting sponsors (collectively, the "Sponsors) have funded the Challenge to award \$15,000.00 (the "Award Amount" as indicated in Congratulatory Email) to City of Portland, by and through its Portland Bureau of Transportation (the "Award Recipient") under the KaBOOM! Play Everywhere Challenge program pursuant to the terms outlined below (the "Agreement"), dated as of August 29, 2016 (the "Effective Date").

1. USE OF FUNDS

a. The Award Recipient will use the Award to support the specific project described in the Application (the "Purpose"). The Award Recipients shall, within 30 days after written notice from KaBOOM!, remit any portion of the Award that KaBOOM!, in its sole discretion, has determined was used in violation of the Agreement, including but not limited to the parameters below, or was not used for the Purpose; provided, that prior to any such remittance by Award Recipients, KaBOOM! may, in its sole discretion, provide Award Recipients with a reasonable opportunity to cure the purported violation.

b. The Award Recipient undertakes the project supported by the Grant funds on its own behalf and not on behalf of KaBOOM! or Robert Wood Johnson Foundation and any other supporting sponsors, and the award shall in no way be construed as creating the relationship of principal and agent, of partnership or of joint venture as between KaBOOM! or Robert Wood Johnson Foundation and any other supporting sponsors and the Award Recipient or any other person involved in the project. By accepting the award, the Award Recipient acknowledges that neither KaBOOM! or Robert Wood Johnson Foundation and any other supporting sponsors nor their respective subsidiaries and affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, errors, injuries or damages, whether direct, indirect, incidental or consequential, associated with the use of the award funds or the Award Recipients sponsored project.

2. THE TERM OF THE GRANT

a. The term of the Award (the "Initial Term") commences on August 29, 2016 and continues through December 23, 2016 (Fall Projects) and March 1, 2017 through June 30, 2017 (Spring

Projects). In the event that any unused portion of the Award exists at the end of the Initial Term, the Award Recipient must notify KaBOOM! in writing 30 days prior to the end of the Initial Term to request a 90-day extension on the same terms and conditions as the Agreement (the "Extension"). Except as set forth in this Section 2(a), promptly upon written notice from KaBOOM!, the Award Recipient shall return any unused portion of the Award at the end of the Initial Term or the Extension, if applicable.

b. The Award Recipient is and shall remain in full compliance and agree to be bound by the terms of The Play Everywhere Challenge Official Rules and Conditions.

3. PAYMENT OF THE GRANT

a. Subject to the conditions set forth herein, KaBOOM! will pay the Award Recipient in one (1) installment of **\$15,000.00** (the "Award Amount" as indicated in Congratulatory Email) on or after March 1, 2017 and after receiving a fully executed copy of the Agreement signed by an authorized person of the board/staff of the Award Recipient to accept the Award on the terms and conditions set forth herein.

4. TAX STATUS

The Award Recipient confirms that, under the United States Internal Revenue Code of 1986, as amended (the "Code"), the Grantee is exempt from federal income tax under section 501(c)(3) or is a school, municipality or local business.

The Award Recipient agrees to advise KaBOOM! immediately if there is any change in the Award Recipients status during the Initial Term or the Extension, as applicable.

5. FINAL REPORT

The Award Recipient agrees to provide a final report to KaBOOM! no later than 30 days from the installation or event date, describing the goals achieved to date, how the Payment has been spent, and the extent to which the Payment did or did not achieve the goals set out in Sections 1 and 13 of the Agreement. Award Recipients shall also furnish a financial report to KaBOOM!. The financial report shall show actual expenditures reported as of the date of the report against the approved line item budget.

6. RIGHT TO EVALUATION

KaBOOM! has the right to evaluate the Award Recipients project through the services of an evaluation agency (the "Evaluation Agency") during the Initial Term or the Extension, if

applicable, at no extra cost to the Award Recipients. The Evaluation Agency shall provide reasonable notice to the Award Recipient of any proposed evaluation and its evaluation activities will not unreasonably interfere with Award Recipients normal operation of business. The Award Recipient shall afford to the Evaluation Agency reasonable access, during normal business hours, to all of its properties, books, and records, and all other information concerning the Award Recipients business, properties and personnel as the Evaluation Agency may reasonably request. However, in no event will the Award Recipient be required to furnish the Evaluation Agency with any confidential documents or information.

7. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF KaBOOM! NAME AND LOGO

KaBOOM! and its supporting sponsors may include information about the Challenge and the Award Recipient in its periodic reports and may make information about the Challenge and the Award Recipient public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. KaBOOM! and the Award Recipient agree that the Award Recipient may include the KaBOOM! name on lists of the Award Recipients funders, contributors and/or supporters (the "Award Recipients Lists"), and that in each instance in which the Award Recipients discloses the KaBOOM! name, it shall refer to KaBOOM! as "KaBOOM!," and not by any other name or variation of that name. The Award Recipient Contributor Lists may include information about the amount of the Award, and the goals of the Challenge. Award Recipients shall not use the KaBOOM! name, logo, trademark or otherwise refer KaBOOM! in any capacity without the prior written consent of KaBOOM!, as applicable. Notwithstanding anything to the contrary contained in this Section 7, any announcements or public reports about the Challenge by Award Recipient, other than announcements or public reports published online.

8. REQUESTS FROM KaBOOM!

KaBOOM! and its supporting sponsors may also from time to time request site visits of Award Recipients operations, with appropriate lead-time and planning. The intent of such visits will be to view the progress of the project. Except as otherwise provided in this Agreement, permitting such site visits is neither mandatory nor a condition of the Award.

9. LEGAL REQUIREMENTS

The Award Recipients will use the Award to support the specific project described in the Application (the "Purpose"). The Award Recipients shall, within 30 days after written notice from KaBOOM!, remit any portion of the Award that KaBOOM!, in its sole discretion, has determined was used in violation of the Agreement, including but not limited to the parameters below, or was

not used for the Purpose; provided, that prior to any such remittance by Award Recipients, KaBOOM! may, in its sole discretion, provide Award Recipients with a reasonable opportunity to cure the purported violation.

Award Recipients may not use any portion of the Award for any of the following:

- a. to operate itself in any manner which is not exclusively related to the Purpose or is not stated in its certificate of incorporation or other comparable organizational documents;
- b. to carry on propaganda, or otherwise attempt to influence legislation (within the meaning of sections 4945(d)(1) and 4945(e) of the Code);
- c. to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Code);
- d. for any award to an individual for travel, study, or other similar purposes (within the meaning of section 4945(d)(3) of the Code), unless such an award satisfies the requirements of section 4945(g) of the Code;
- e. for any award to an organization described in section 4945(d)(4) of the Code unless the requirements of section 4945(h) of the Code (relating to the exercise of expenditure responsibility) are met;
- f. for unreasonable administrative expenses or for other excessive expenses;
- g. for any purpose which is not exclusively religious, charitable, scientific, literary, or educational, or to foster national or international amateur sports competition (but not for the provision of athletic facilities or equipment), or for the prevention of cruelty to children or animals (within the meaning of section 170(c)(2)(B) of the Code);
- h. to hire or recruit or refer for a fee for employment, or to continue to employ in the United States an alien, knowing that the alien is an unauthorized alien (as defined in 8 U.S.C. §1324a(h)(3) with respect to such employment, as provided under 8 U.S.C. §1324a(a)(1) and (2)); or

- i. to engage in any illegal, fraudulent or morally reprehensible (as determined in KaBOOM! and its supporting sponsors' sole discretion) behavior.

10. LIABILITY INSURANCE

The Award Recipient agrees to maintain its self-insured retention program at all times during the Initial Term and the Extension, if applicable.

11. WARRANTY AND INDEMNITY

Award Recipients warrant that their Applications are their original work and, as such, the Award Recipient is the sole and exclusive owner and rights holder of the submitted Application and that it has the right to submit the Application in the Challenge and grant all required licenses. Each Award Recipient agrees not to submit any Application that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) is confidential or proprietary information; or (3) otherwise violates the applicable state, federal or local law. To the maximum extent permitted by law, each Award Recipient agrees to defend, indemnify and hold harmless the Play Everywhere Challenge Entities from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Award Recipient and/or a breach of any warranty set forth herein. Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), Award Recipient agrees to defend, indemnify and hold harmless the Play Everywhere Challenge Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any Application or other material uploaded or otherwise provided by the Award Recipient that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the non-compliance by the Award Recipient with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the Award Recipients involvement with the Challenge; (e) acceptance, possession, misuse or use of any award or participation in any Challenge-related activity or participation in this Challenge; (f) any malfunction or other problem with the Challenge Site; (g) any error in the collection, processing, or retention of entry

information; or (h) any typographical or other error in the printing, offering or announcement of any Award or Award Recipients.

12. MISCELLANEOUS

The Agreement constitutes the entire agreement between KaBOOM!, its supporting sponsors and the Award Recipient and supersedes any prior oral or written agreements or communications between the parties regarding the subject matter herein. The Agreement may not be amended, modified or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party. All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages. Neither the Agreement nor any of the rights, interests or obligations thereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will be binding upon the parties and their respective successors and assigns. If any provision or portion of any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Agreement may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

[The remainder of this page is intentionally left blank.]

Exhibit A

IN WITNESS WHEREOF, KaBOOM! and the Award Recipient have caused this Agreement to be executed as of the date first written above by their authorized signatories.

Please return a signed copy of this Award Letter electronically to playeverywhere@kaboom.org

Authorized Signature for Award Recipient	Date	Printed Name	
Portland Bureau of Transportation			
Name of Award Recipient Organization	Authorized Signatory Job Title		
(503) 823-5185			
Phone Number	E-mail Address		
1120 SW 5 th Ave, Suite 800	Portland	OR	97204
Mailing Address	City	State	Zip
Federal Tax ID # (9 Digit EIN)		Non-profit Status (e.g.501(c)(3))	
Sitton Elementary School and George Middle School Walking School Bus Stops			
Play Everywhere Project Title			
Greg Raisman			
Project Lead Name (If different from above)		Project Lead Signature (If different from above)	
Project Lead Organization (If different from above)			
KaBOOM! CFO	Date	George T. Megas	

KaBOOM! 4301 Connecticut Ave. NW Suite ML-1 Washington DC 20008