

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made and entered into by and between the Rhode Island Commerce Corporation (the “Grantor”) having an address of 315 Iron Horse Way, Providence, Rhode Island 02908 and the Grantee who has submitted an application for a Grant (the “Grant”) from the Grantor.

For good and valuable consideration, the receipt of which is acknowledged, the parties, intending to be legally bound, mutually agree as follows:

ARTICLE 1. GRANT AWARD

1.1 To fulfill the purposes provided in H.R. 748, the CARES Act, Public Law 116–136 of the 116th United States Congress (the “Act”) and subject to all of the terms and conditions hereof and in reliance upon all representations, warranties, assurances, certifications, covenants and agreements contained herein, the Grantee shall be entitled to a Grant in an amount determined by the Grantor in its sole discretion not to exceed \$15,000.

ARTICLE 2. PURPOSE AND USE OF THE GRANT AWARD

2.1 The Grant may be used for reasonably necessary costs and/or expenses incurred or held in arrears between March 1, 2020 and the date of application by the Grantee for the Grant, for purposes that are permissible under the Act and all regulations and/or guidance promulgated in connection therewith.

2.2 The Grantee shall have expended the Grant by December 30, 2020.

2.3 The Grantee may not use Grant funding for reimbursement of expenses paid with funding from other state or federal grants or forgivable loans.

ARTICLE 3. INSPECTION, REVIEW AND AUDIT

3.1 Upon two (2) business days’ notice, the Grantor may review and/or audit all books, records, documents or other information of the Grantee in its possession or control at the Grantee’s place of business or other location directed by the Grantor.

ARTICLE 4. REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Grantee hereby represents and warrants to the Grantor as follows:

4.1.1 It is a duly organized and legally existing entity and is registered with the Rhode Island Secretary of State (or is a sole proprietorship and not required to register with the Secretary of State) and has no existing tax liens.

4.1.2 It has the legal power and authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all necessary action of its governing body, shareholders, officers, managers and/or members of the Grantee, as applicable.

4.1.3 The execution, delivery and performance by the Grantee of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in its certificate of formation, bylaws, operating agreement or other organizational document, or contained in any agreement, instrument, document, bond indenture, law, rule, regulation, order, decree, writ, judgment, injunction, or award to which it is now a party or by which it or any of its assets is bound or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of such party except as contemplated by this Agreement.

4.1.4 There are not pending against the Grantee any bankruptcy or insolvency proceedings, including without limitation any type of proceedings commenced by or against such party under the United States Bankruptcy Code or insolvency laws of any state.

4.1.5 It has filed all federal, state and municipal tax returns or reports required to have been filed by it and has paid all taxes which have become due pursuant to any assessments received by it other than taxes that are being contested in good faith by timely proceedings in accordance with applicable law, and such party knows of no basis for any additional assessment in respect to such taxes.

4.1.6 Neither this Agreement, nor any of the other agreements, documents, certificates or written statements furnished to the Grantor by or on behalf of the Grantee in connection with the transactions contemplated by this Agreement including the application for the Grant contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

4.1.7 That no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Grantee, or any agent or representative of Grantee, to any officer or employee of the Grantor, the State, the federal government or any agency or instrumentality of the foregoing with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

4.1.8 No member or delegate to the Congress of the United States of America, member or employee of the State of Rhode Island, and no member of its governing body, and no other public official of the governing body of the State of Rhode Island who exercises any

functions or responsibilities in the review or approval of the undertaking of this Agreement, shall: (a) participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association which he is directly or indirectly interested; or (b) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

4.2 Grantee hereby covenants as follows:

4.2.1 It shall maintain sufficient legal, financial, technical, operations and managerial capacity, and adequate functional capacity to plan, manage, and complete its responsibilities under this Agreement and applicable law.

4.2.2 It shall maintain satisfactory records of the activities of the Grantee including, but not limited to, all records supporting the application for the Grant such as payroll records, profit and loss statements and bank records together with financial records with respect to the receipt and expenditure of the Grant. All such records shall be maintained by the Grantee for a period of five (5) years from the date of the last expenditure of Grant funding by the Grantee.

4.2.3 It shall not discriminate against any employee or applicant for employment related to the Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, age, disability, national origin, ancestry, or status as a veteran. Acceptance of the Agreement also signifies compliance with applicable federal and State laws and regulations prohibiting the aforementioned discrimination in the provision of services.

4.2.4 It will file all federal, state, county and municipal tax returns or reports required to be filed by it and it will pay all taxes which have become due pursuant to any assessments received by it other than taxes that are being contested in good faith by timely proceedings in accordance with applicable law.

4.2.5 It shall comply with all applicable statutes, regulations or ordinances of governmental agencies and authorities having jurisdiction over it including all provisions of the Act, regulations promulgated in connection therewith and all guidance issued by the federal government in relation to the Act as well as any regulations or guidance promulgated by the State or its instrumentalities in relation to funding received under the Act or in relation to the Grant program.

4.2.6 It will comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.) with regard to this Agreement, if applicable.

ARTICLE 5. INDEMNIFICATION.

5.1 Indemnification. Grantee shall indemnify, defend, and hold harmless the Grantor and the State and their respective agents, officers, employees, and representatives from all claims, of any nature, and suits, inclusive of appeals, in any way arising out of this Agreement including all costs, attorney's fees, and other expenses caused by any act or omission of the Grantee and/or its agents.

ARTICLE 6. DEFAULT; TERMINATION; REMEDIES.

6.1 Default. The following shall constitute events of default under the terms of this Agreement:

6.1.1 The failure to expend the Grant funds by December 30, 2020.

6.1.2 The expenditure of Grant funds for any purpose other than specifically permitted hereunder.

6.1.3 Any representation, warranty, certification, assurance or any other statement of fact contained in this Agreement or the application for the Grant or any representation or warranty set forth in any document, report, certificate, financial statement or instrument now or hereafter delivered to Grantor in connection with this Agreement, is found to be inaccurate, false, incomplete or misleading when made, in any material respect.

6.1.4 The Grantee has violated any other term of this Agreement.

6.2 Remedies - Termination.

6.2.1 If Grantee defaults under the terms of this Agreement, without any further notice, presentment or demand, the Grantor may:

- (a) Deny the issuance of any Grant disbursement not yet issued;
- (b) Terminate the Grant;
- (c) Obtain repayment of all amounts of the Grant previously disbursed; and/or
- (d) Exercise any other remedy available under applicable law.

6.3 This Section 6 shall survive termination of the Agreement.

ARTICLE 7. INTEREST; ATTORNEY'S FEES

7.1 In the event of a default, all amounts due from Grantee to Grantor shall bear interest at the annual rate of twelve percent (12%) from the date of the default giving rise to the right to repayment and Grantee shall promptly pay any and all reasonable costs and expenses (including attorneys' fees) incurred by Grantor in connection with this Agreement and/or the Grant.

ARTICLE 8. MISCELLANEOUS

8.1 Headings. The headings in the Agreement are intended solely for reference and will be given no effect in the construction or interpretation of the Agreement.

8.2 Entire Agreement. The Agreement supersedes all prior oral and written proposals and communications, if any, and sets forth the entire Agreement of the parties with respect to the subject matter hereof. The Agreement may not be altered or amended except in writing, signed by authorized representatives of the parties.

8.3 Governing Law; Jurisdiction. The Agreement shall be governed, construed, and enforced in accordance with the laws of the State, without regard to its conflict of laws rules and as applicable federal laws relating grants and the Act. Suit, if any, must be brought in the State courts. The venue for any court action shall be the superior court of Providence County. All parties hereby consent to the personal jurisdiction of said court.

8.4 No Waiver. No waiver of any default, failure to perform, condition, provision, or breach of the Agreement will be deemed to imply or constitute a waiver of any other like default, failure to perform, condition, provision, or breach of the Agreement.

8.5 Severability. If any paragraph, term, condition, or provision of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State, then the paragraph, term, condition, or provision so found will be deemed severed from the Agreement, but all other paragraphs, terms, conditions, and provisions will remain in full force and effect.

8.6 Survival. Notwithstanding anything contained herein to the contrary, provisions of the Agreement which by their nature contemplate rights and obligations of the parties to be enjoyed or performed after the expiration or termination of the Agreement will survive until their purposes are fulfilled.

8.7 Public Record. The parties understand that the Agreement is a public record as defined by the Access to Public Records Act, and once fully executed, will be available in accordance with the Access to Public Records Act. Use by the public of the information contained in the Agreement shall not be considered an act of the Grantor. The Grantee agrees that its name and the amount of the Grant will be public information and may be made available publicly.

8.8 Assignment of Agreement. Grantee may not assign its right under this Agreement without the consent of the Grantor, which may be withheld in the sole discretion of the Grantor.

8.9 Information Sharing. Grantee authorizes the Grantor to share any and all information, data and/or records in the possession, custody or control of the Grantor with the State or the federal government. The Grantee also authorizes the Grantor and the Rhode Island Division of Taxation to share information concerning the Grantee for the purpose of verifying any tax

information the Grantor deems relevant to the applicant and the proposed grant. The Grantee waives any confidentiality pertaining to tax information under Rhode Island Law.

8.10 Reporting. The Grantee shall provide such reporting as requested by the Grantor.

8.11 Time of the Essence. Time is of the essence under this Agreement.

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____