

_____, 2024

[*Grantee Organization Address and Contact*]

Re: Grant Request Dated _____, 2024

Dear [*Grantee contact*],

On behalf of the Marilyn Lichtman Foundation (the “Foundation”), I am pleased to inform you that the Board of Directors of the Foundation has approved a grant of [*Amount*] to [*Grantee organization*]. This grant is being made to support the program, project or use described in the Grant Application you submitted, and must be used exclusively for such purposes; and if your organization passes grant funds on to another organization to be used for such purposes, no portion of the grant may be used to support your organization.

By countersigning this Grant Notification and Acceptance Letter below, you acknowledge and confirm that you are a tax-exempt public charity under Sections 501(c)(3) and 509(a) of the Internal Revenue Code (the “Code”) and not a Type III supporting organization described in Section 509(a)(3)(B)(iii) of the Code.

This grant is made subject to the Terms and Conditions attached as Exhibit A to this Grant Notification and Acceptance Letter. Please note that the Grantee Report referenced in paragraph 4 of the attached Terms and Conditions, and attached as Exhibit B to this Grant Notification and Acceptance Letter, is due by the one-year anniversary of the date of this Grant Notification and Acceptance Letter or by an earlier date if requested by the Foundation. The Grantee Report should not be submitted with this Grant Notification and Acceptance Letter.

Kindly return one original countersigned Grant Notification and Acceptance Letter via mail or email for our files. Once this documentation is received, the Foundation will distribute the grant funds. If you have any further questions regarding this grant, please contact me at rbrull@marilynlichtmanfoundation.org.

Sincerely,

MARILYN LICHTMAN FOUNDATION

By: _____
Robert Brull, President

Agreed to this _____ day of _____, 20__.

[*Grantee organization*]

By: (Name & Title) _____

:

Exhibit A

MARILYN LICHTMAN FOUNDATION

Terms and Conditions of Foundation Grants

Upon acceptance of a grant from Marilyn Lichtman Foundation (the “Foundation”), your organization (“Grantee”) agrees to the following terms and conditions, which are incorporated into and made a part of the underlying Grant Notification and Acceptance Letter containing terms of the grant by and between the Foundation and Grantee (the “Grant Letter”). Any conflict between the provisions of the Grant Letter and the terms and conditions contained herein will be resolved in favor of the Grant Letter.

1. Grant funds shall be used solely for the project(s), program(s) or cause(s) described in the Grant Letter and Grant Application, and Grantee shall promptly repay to the Foundation any portion of the amount granted which is not used for such purpose(s). Any changes in the purposes for which grant funds are spent must be approved in writing by the Foundation before implementation.

2. If Grantee is an organization (such as, but not limited to, a foundation) that is recognized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and which passes grant funds on to the organization identified in the Grant Application (the “Sub-Grantee”), by signing the Grant Letter the Grantee attests that the Grantee has an expenditure responsibility policy and will exercise expenditure responsibility over the Sub-Grantee with respect to the grant. In such situations, all grant funds shall be provided to and used by the Sub-Grantee for the purposes described in the Grant Application, and no grant funds shall be used to support the Grantee including, without limitation, Grantee’s administrative overhead.

3. The Grant will be paid according to the payment terms set forth in the Grant Letter or as otherwise agreed with the Foundation in writing. The Foundation may revoke this grant at any point prior to disbursement.

4. Grantee agrees to furnish written reports to the Foundation as specified by the Foundation, including without limitation the Grantee Report contained in Exhibit B. The reports shall describe the charitable programs conducted with the aid of the grant and the expenditures made with grant funds and shall report on compliance with the terms of this grant.

5. Grantee agrees to maintain its financial and other records such that the records adequately show the use of the grant funds exclusively for the grant’s purposes. Grantee shall provide reasonable access to its records to the Foundation for the purposes of inspection, and the Foundation shall have the right to audit Grantee in connection with the grant. If the Foundation determines from written reports, inspections, audits or otherwise that Grantee has materially increased its administrative expenditures (as compared to financial information provided with Grantee’s Grant Application), the Foundation reserves the right to demand the return of all or a portion of the grant funds.

6. Grantee represents and warrants that it is a public charity, that the grant will not cause it to lose its status as a public charity, and that its determination letter from the Internal Revenue Service is valid and has not been revoked.

7. Grantee agrees to supply the Foundation with such information and provide the Foundation and its representatives with such access, as may be necessary or desirable to permit the Foundation to review the use made of the grant.

8. The Foundation shall have the option, in its sole discretion, if Grantee does not adhere to these terms and conditions, or if Grantee's conduct invalidates or jeopardizes its legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.

9. The grant is not to be used in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

10. Grantee shall not use any portion of the grant funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or in any other manner inconsistent with its status as an exempt organization under Section 501(c)(3) of the Code.

11. Grantee agrees to permit the Foundation, without further notice to Grantee, (a) to include information about the grant and/or Grantee (including Grantee's name, logo and website, and photographs related to the grant) in Foundation's public records, and (b) to disseminate such information about the grant and/or Grantee to the public (i) in press releases, publications or printed materials; (ii) through print, social, broadcast or electronic media; or (iii) through the Foundation's website – MARILYNLICHTMANFOUNDATION.ORG.

12. Any legal suit, action or proceeding arising out of or relating to the Terms and Conditions and/or the grant, shall be brought in federal or New York State courts based in Nassau County, New York, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.

13. In the event the Foundation is compelled to take legal action against Grantee to enforce the terms and conditions of this document and/or the Grant Letter, the Foundation shall be entitled to collect from Grantee all costs incurred in such action, including reasonable attorneys' fees.

14. All notices with respect to the grant shall be in writing and addressed to the parties at the addresses set forth in the Grant Application or to such other address that may be designated by the receiving party in writing. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), certified or registered mail (in each case, return receipt requested, postage prepaid) or e-mail. Except as otherwise provided herein, a notice is effective only (a) upon receipt of the

receiving party, and (b) if the party giving the notice has complied with the requirements set forth herein.

15. These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Exhibit B

MARILYN LICHTMAN FOUNDATION

Grantee Report

This report shall be furnished to the Marilyn Lichtman Foundation (the “Foundation”) by the one-year anniversary of the date of the Grant Notification and Acceptance Letter or by an earlier date if requested by the Foundation. The Foundation reserves the right to request additional information and documentation if it determines that the information and documentation provided herein is insufficient to satisfy its legal obligations as a private foundation exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

This completed report, and all addenda, should be submitted electronically to Robert Brull, President, at rbrull@marilynlichtmanfoundation.org.

1. Name of Grantee:
2. Grant Application Date:
3. Grant Date (Date of Grant Notification and Acceptance Letter):
4. Date of Grantee Report:
5. Describe the charitable program(s) conducted with the aid of the grant.
6. If no charitable program(s) have been conducted with the aid of the grant, please explain why.
7. Describe the expenditure(s) made with the grant funds and how they further the charitable program(s) for which the grant was made.
8. Provide documentation showing that the grant funds were, and are being, used exclusively for the grant’s purpose(s).
9. Provide documentation showing that administration expenditures (as a percentage of revenues) have not materially increased as compared to the financial information provided at the time of the Grant Application.

By signing below, Grantee confirms, agrees and acknowledges that all information and documentation provided in and with this Grantee Report are true, complete and accurate and further confirms, agrees and acknowledges that there have been no material changes to Grantee or its operations since the date it applied for the grant and/or the last Grantee Report, whichever is later.

[Grantee]

By: _____
Name: _____
Title: _____
Date: _____