

GRANT AGREEMENT

This Grant Agreement ("Agreement") is entered into as of March 28, 2025 ("Effective Date") by and between the COSLEY FOUNDATION, INC., an Illinois not-for-profit corporation (the "Foundation"), and the WHEATON PARK DISTRICT, an Illinois Park District (the "WPD").

RECITALS

WHEREAS, the Foundation's purposes are exclusively charitable and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and its mission, in part, is to support the Cosley Zoo, located at 1356 N. Gary Ave., Wheaton, IL 60187, through fundraising, charitable giving, and other financial support to support the operation and maintenance of the Cosley Zoo ("Purposes");

WHEREAS, WPD owns and operates the Cosley Zoo;

WHEREAS, in order to provide appropriate care for the animals housed at the Cosley Zoo, the Cosley Zoo's animal keepers and other professional staff determined that it was necessary to purchase an MR5 Active Pro 5 Laser ("Medical Equipment") to be used in connection with animal care ("Medical Equipment"); and

WHEREAS, the Foundation has agreed to award WPD a grant in the amount of \$14,055 ("Grant") to fund the purchase of the Medical Equipment and related costs ("Grant Purposes") and WPD desires to accept the Grant in accordance with and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Parties hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated into this Agreement and made a part hereof.
2. Grant. The Foundation hereby awards the Grant to WPD solely for use in connection with the Grant Purposes and WPD accepts such Grant on the terms and conditions set forth in this Agreement.
3. Representations and Warranties. WPD represents and warrants that all Grant funds provided by the Foundation under this Agreement will be used solely (i) to fund the purchase of the Medical Equipment in accordance with the Grant Purposes; (ii) in accordance with the terms set forth in this Agreement; and (iii) in furtherance of the Foundation's Purposes. Grant funds may not be used for any other purpose.
4. Grant Payments. The Grant will be paid to WPD upon the Foundation's receipt of the following from WPD: (i) a copy of an invoice reflecting the purchase of the Medical Equipment and any related expenses ("Invoice"); and (ii) documentation acceptable to the Foundation evidencing that the Invoice was paid in full by WPD ("Payment Confirmation"). The Foundation will issue disbursement of the Grant within 30 days of its receipt of the Invoice and accompanying Payment Confirmation.

5. Grant Period. This Agreement is effective as of the Effective Date and will terminate upon the Foundation's disbursement of the Grant to WPD ("Grant Period"). Notwithstanding the foregoing, in the event WPD (i) fails to demonstrate that the Grant (or any portion thereof) is being used in accordance with the terms of this Agreement or is otherwise in material breach of the terms of this Agreement; (ii) fails to comply with the terms of this Agreement and its obligations hereunder; or (iii) dissolves, liquidates its assets, or otherwise ceases to conduct its operations, the Foundation may terminate this Agreement effective immediately. In the event of such termination, WPD will return all unused Grant funds to Foundation and any unexpended Grant funds will be forfeited.


6. Enforcement and Governing Law. The provisions of this Agreement shall be regarded as divisible and separate; if any of said provisions should be declared invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby. This Agreement shall be construed, and the legal relations of the parties hereto shall be determined, in accordance with the laws of the State of Illinois without reference to the law regarding conflicts of law.

7. Notices. All notices and other communications under this Agreement shall be in writing and shall be effective (a) upon personal delivery, (b) upon telephonically confirmed delivery by facsimile, (c) on the first business day after receipted delivery to a courier service that guarantees next-business-day delivery, under circumstances where such guaranty is applicable, or (d) on the third business day after mailing by certified or registered mail.

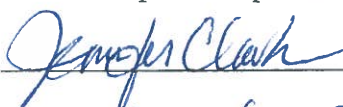
* * * *

IN WITNESS WHEREOF, the parties to this Agreement have signed it on the day and date first written above.

WHEATON PARK DISTRICT

By: 
Name: John Kelly
Title: President

**COSLEY FOUNDATION, INC., an
Illinois not-for-profit corporation**

By: 
Name: Jennifer Clark
Title: President