



May 3, 2022

**Alyson Outen**  
**200 Lafayette Street**  
**New York, NY 10012**  
**Alyson.ouden@chobani.com**

Dear Kimberly School District:

Chobani is pleased to inform you that a grant has been approved in the amount of \$7,632.71 to Kimberly School District for School Lunch Debt (the “**Designated Purpose**”).

The Grant must be used specifically for the Designated Purpose by September 1, 2023 (the “**Grant Term**”). You must obtain our prior written approval to change the Designated Purpose of the Grant or extend the Grant Term.

In consideration for receipt of the Grant, the Grantee agrees to comply with all terms, conditions, and obligations set forth in this Award Letter and the General Grant Terms and Conditions, which are incorporated by reference herein (collectively, the “**Grant Agreement**”). Please read the Grant Agreement carefully and sign and return within two weeks from the date hereof.

Sincerely,

Alyson Outen (May 5, 2022 11:53 MDT)

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Alyson Outen  
Corporate Affairs Director  
*On behalf of Chobani, LLC*

Acknowledged and Agreed

Kimberly School District

Laurie Wirtz (May 3, 2022 11:53 MDT)

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By: Laurie Wirtz  
*On behalf of the Grantee*  
Title: Business Manager  
Email: lwirtz@kimberly.edu  
Phone: 208-423-4170 ext. 3311

## GENERAL GRANT TERMS AND CONDITIONS

In addition to the specific terms and conditions in the Award Letter, these Terms and Conditions govern the use and expenditure of the Grant by the Grant recipient (“**You**” or “**Grantee**”). Chobani is awarding this Grant to You *contingent upon your acceptance of the following terms and conditions*:

- 1. Recipient Information:** Grantee has provided a truthful statement to Chobani regarding its eligibility to receive the Grant, including its tax-exempt status (where applicable), which is incorporated by reference herein. If any information provided to Chobani was inaccurate or misleading, the Grant may be subject to forfeiture.
- 2. Expenditure:** This Grant is made for the specific Designated Purpose outlined in the Award Letter and may not be expended for any other purpose without Chobani’s prior written approval.  
Any portion of the Grant funds that have not been spent at the end of the Grant Term shall be returned immediately to Chobani.
- 3. No Assignment or Delegation:** You may not assign, or otherwise transfer your rights or delegate any of your obligations under this Grant without prior written approval from Chobani.
- 4. Records and Reports:** Grantee shall submit complete and accurate reports that describe your progress in achieving the purposes of the Grant, in compliance with the terms of the Grant and include a detailed accounting of the uses or expenditure of Grant funds. Representatives of Chobani will send reporting forms mid-way through and/or at the end of the grant period.

You agree to provide any other information reasonably requested by Chobani.

You will permit Chobani and its representatives, upon request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as Chobani deems necessary or appropriate concerning this Grant award.

- 5. Required Notification:** You are required to provide Chobani with immediate written notification of: (1) any changes in your organization's tax-exempt status (where applicable); (2) your inability to expend the Grant for the Designated Purpose; (3) your inability to fully expend the Grant during the Grant Term; or (4) any anticipated expenditure from this Grant for any purpose other than those for which the Grant was intended.
- 6. Publicity, Grant and Release:** All materials, including but not limited to, press releases, signage, digital marketing/websites, brochures, commercials, radio spots, social media posts (“**Grantee Marketing Materials**”) referencing this particular Grant shall recognize Chobani as the Grantor.  
You agree that any such Grantee Marketing Materials will not be derogatory or disparaging in any way to Chobani or its affiliates. **You will allow Chobani to review and approve the text of any proposed publicity concerning this Grant prior to its release.**

You grant permission to Chobani to use photographs, logos, trademarks, published information, and any other materials you supply in connection with the Grant, without further notice, in press releases and/or publications and release Chobani and its affiliates from any liability related to such use. Chobani agrees that it will not use such materials in any way that is derogatory or disparaging to the Grantee.

- 7. Right to Modify or Revoke:** Chobani reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in Chobani's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this Grant; (2) to protect the purpose and objectives of the Grant or any other charitable activities of Chobani or (3) to comply with the requirements of any law, rule or regulation.
- 8. Indemnity.** The Grantee shall indemnify, defend, and hold harmless Chobani and its affiliates and each of their respective officers, directors, agents and employees (collectively, the "Indemnitee") against any and all damages, costs, judgments, penalties and expenses of any kind (including reasonable legal fees and disbursements) which may be obtained against, imposed upon or suffered by the Indemnitee arising from (i) the provision by Grantee and its employees, subcontractors or agents of the benefits or deliverables provided by it hereunder, including, without limitation, any acts or omissions related thereto, (ii) Grantee's gross negligence, willful misconduct, or breach or alleged breach of this Agreement, and (iii) activities, injuries, damages or other liabilities arising from the Grantee's participation hereunder.
- 9. Miscellaneous.** Chobani hereby reserves the right to enforce the terms of this Grant Agreement, including by filing suit in a court of competent jurisdiction, and the Grantee agrees that Chobani and its directors and officers will have standing to bring any such suit.

The Grantee certifies that the person signing the Grant Agreement on its behalf is a duly elected or appointed officer of the Grantee, authorized to accept this Grant on behalf of the Grantee, and to obligate the Grantee to observe all of the terms and conditions placed on this Grant. The Grantee represents and warrants that it shall comply with all applicable laws, rules, regulations, order and ordinances, and obtain all applicable licenses, permits, releases, and permissions necessary to perform hereunder.

This Grant Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement. Delivery of an executed signature page of this Grant Agreement by facsimile or by electronic mail in portable document format (PDF) will be effective as delivery of a manually executed signature page of this Grant Agreement.

This Grant Agreement will constitute the full understanding between the parties and will be governed by the laws of the State of New York.