

GRANT AGREEMENT

Between

THE INTERGOVERNMENTAL COOPERATION AUTHORITY OF HARRISBURG

And

CAPITAL REGION ECONOMIC DEVELOPMENT CORPORATION

This Grant Agreement (the "Agreement") is made and entered into as of this 12th day of March, 2026 (the "Effective Date"), by and between THE INTERGOVERNMENTAL COOPERATION AUTHORITY OF HARRISBURG, a public authority and instrumentality of the Commonwealth of Pennsylvania for the City of Harrisburg, Dauphin County, Pennsylvania, organized and existing under Act 2018-124 (H.B. 2557), § 201, approved October 24, 2018 ("Act 124"), 53 P.S. § 42201, et seq. (hereinafter referred to as the "Grantor"), and CAPITAL REGION ECONOMIC DEVELOPMENT CORPORATION ("CREDC"), a domestic nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 3211 North Front Street, Suite 201, Harrisburg, Pennsylvania 17110 (hereinafter referred to as the "Grantee").

ARTICLE I. PURPOSE AND AUTHORITY.

Section 1.1. Purpose. The purpose of this Agreement is to establish the terms and conditions under which the Grantor will provide funding to the Grantee to undertake and complete an economic redevelopment planning project for the City of Harrisburg (the "Project"). The Project is intended to promote economic development, create jobs, and enhance the overall economic vitality of the City of Harrisburg.

Section 1.2. Authority. This Agreement is authorized pursuant to Act 124, which empowers the Grantor to provide grants for economic development purposes within its jurisdiction.

ARTICLE II. GRANT AWARD

Section 2.1. Grant Amount. Subject to the terms and conditions set forth in this Agreement, the Grantor hereby awards to the Grantee a grant in the amount of Fifty Thousand Dollars (\$50,000.00) (the "Grant Funds") to be used exclusively for the purposes described in this Agreement.

Section 2.2. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the Project is completed and all reporting requirements have been satisfied, but in no event later than twenty-four (24) months from the date of this Agreement (the "Termination

Date"), unless earlier terminated in accordance with the provisions of this Agreement or extended by mutual written agreement of the parties.

Section 2.3. Availability of Funds. The obligations of the Grantor under this Agreement are contingent upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Grantor at the end of the period for which funds are available. No liability shall accrue to the Grantor in the event of such termination.

ARTICLE III. PROJECT DESCRIPTION AND IMPLEMENTATION

Section 3.1. Project Description. The Grantee shall use the Grant Funds to engage Pennsylvania Downtown Center (PDC), a Pennsylvania nonprofit organization dedicated to the revitalization of communities in the Commonwealth of Pennsylvania, which in turn will undertake and complete an economic redevelopment planning project for the City of Harrisburg, which shall include, but not be limited to, the following components:

1. Comprehensive assessment of current economic conditions in the City of Harrisburg;
2. Identification of key economic development opportunities and challenges;
3. Development of strategic recommendations for economic revitalization;
4. Creation of an implementation plan with specific action items, timelines, and responsible parties;
5. Stakeholder engagement and community input processes; and
6. Preparation of a final written report documenting findings, recommendations, and implementation strategies.

Section 3.2. Project Timeline. The Grantee shall complete the Project according to the following timeline:

1. Project Initiation: Within thirty (30) days of the Effective Date
2. Final Report Submission: No later than March 31, 2027

Section 3.3. Project Modifications. Any substantial modification to the Project description or timeline as set forth in this Agreement must be approved in writing by the Grantor prior to implementation. The Grantor shall have sole discretion to determine whether a modification is substantial.

ARTICLE IV. DISBURSEMENT OF GRANT FUNDS

Section 4.1. Disbursement. The Grant Funds shall be disbursed to the Grantee in full within thirty (30) days of the Effective Date, with the understanding that the Grant Funds being disbursed herein are intended to be used as seed money by CREDC to partially fund the project until total project funding is secured through DCED or other funding sources.

Section 4.2. Disbursement Requirements. The disbursement of Grant Funds is contingent upon:

1. Grantee's submission of all required reports and documentation for the applicable project phase; and
2. Grantor's approval of the progress made on the Project.

Section 4.3. Method of Payment. All payments shall be made by check or electronic funds transfer to an account designated by the Grantee. The Grantee shall provide the Grantor with the necessary banking information to facilitate such transfers.

ARTICLE V. USE OF GRANT FUNDS

Section 5.1. Eligible Expenses. The Grant Funds may be used only for direct costs associated with the implementation of the Project, including but not limited to:

1. Professional services related to economic development planning;
2. Data collection and analysis;
3. Community engagement activities;
4. Production and distribution of reports and other project deliverables;
5. Administrative costs directly related to the Project, not to exceed fifteen percent (15%) of the total Grant Funds; and
6. Other expenses specifically approved in writing by the Grantor.

Section 5.2. Ineligible Expenses. The Grant Funds may not be used for:

1. General operating expenses of the Grantee not directly related to the Project;
2. Capital expenditures, including construction or renovation of facilities;
3. Political activities or lobbying;
4. Entertainment expenses;
5. Alcoholic beverages;
6. Costs covered by other funding sources; or
7. Any other expenses deemed inappropriate by the Grantor.

Section 5.3. Unexpended Funds. Any Grant Funds not expended by the Termination Date shall be returned to the Grantor within thirty (30) days after the Termination Date, unless otherwise agreed to in writing by the Grantor.

ARTICLE VI. REPORTING REQUIREMENTS

Section 6.1. Final Report. The Grantee shall submit a comprehensive final report to the Grantor within thirty (30) days after completion of the Project, but no later than the Termination Date. The final report shall include:

1. A comprehensive summary of all Project activities and outcomes;
2. An assessment of the Project's success in meeting its objectives;
3. Strategic recommendations for economic revitalization in the City of Harrisburg;
4. An implementation plan with specific action items, timelines, and responsible parties;
5. A complete financial report detailing all expenditures of Grant Funds;
6. Copies of all materials produced as part of the Project; and
7. Any additional information requested by the Grantor.

Section 6.2. Financial Records and Audit. The Grantee shall maintain accurate and complete financial records of all expenditures related to the Project in accordance with generally accepted accounting principles. The Grantor reserves the right to audit, or have audited, the Grantee's financial records related to the Project at any time during the term of this Agreement and for a period of three (3) years following the Termination Date. The Grantee shall cooperate fully with any such audit.

ARTICLE VII. COMPLIANCE WITH LAWS

Section 7.1. General Compliance. The Grantee shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement.

Section 7.2. Non-Discrimination. The Grantee shall not discriminate against any employee, applicant for employment, or participant in the Project on the basis of race, color, religion, sex, national origin, age, disability, or any other status protected by applicable law.

Section 7.3. Conflict of Interest. The Grantee shall establish safeguards to prohibit employees, officers, and directors from using their positions for purposes that constitute or present the appearance of a conflict of interest. The Grantee shall disclose in writing to the Grantor any actual or potential conflicts of interest that may arise during the term of this Agreement.

ARTICLE VIII. INTELLECTUAL PROPERTY AND PUBLICITY

Section 8.1. Ownership of Project Materials. All reports, data, and materials produced as part of the Project shall be jointly owned by the Grantor, the Grantee, and to the extent provided under any other funding arrangements, by any other third-party benefactor providing financial support to the Project. The Grantor shall have the right to use, reproduce, and distribute such materials for any purpose without further permission from or compensation to the Grantee.

Section 8.2. Acknowledgment of Support. The Grantee shall acknowledge the support of the Grantor in all publications, presentations, and other public communications related to the Project. Such acknowledgment shall include the statement: "This project was supported by a grant from The Intergovernmental Cooperation Authority of Harrisburg."

Section 8.3. Publicity. The Grantee shall coordinate with the Grantor on any press releases, public announcements, or other public communications related to the Project. The Grantor shall have the right to review and approve such communications prior to their release.

ARTICLE IX. REPRESENTATIONS AND WARRANTIES

Section 9.1. Grantee Representations and Warranties. The Grantee represents and warrants that:

1. It is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania and has all requisite power and authority to enter into and perform its obligations under this Agreement.
2. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the Grantee.
3. This Agreement constitutes a legal, valid, and binding obligation of the Grantee, enforceable against the Grantee in accordance with its terms.
4. It has the expertise, personnel, and resources necessary to carry out the Project as described in this Agreement.
5. It is not subject to any contractual or other obligation that would prevent or impair its ability to perform its obligations under this Agreement.
6. It is not in violation of any statute, regulation, order, or restriction of any governmental authority or agency that would materially and adversely affect its ability to perform its obligations under this Agreement.

Section 9.2. Grantor Representations and Warranties. The Grantor represents and warrants that:

1. It is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania and has all requisite power and authority to enter into and perform its obligations under this Agreement.
2. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the Grantor.
3. This Agreement constitutes a legal, valid, and binding obligation of the Grantor, enforceable against the Grantor in accordance with its terms

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default. Each of the following shall constitute an event of default under this Agreement:

1. Grantee's failure to comply with any material term or condition of this Agreement;
2. Grantee's use of Grant Funds for purposes other than those specified in this Agreement;

3. Grantee's failure to submit required reports or other documentation in a timely manner;
4. Grantee's submission of false or misleading information to the Grantor;
5. Grantee's insolvency, bankruptcy, or other financial inability to complete the Project; or
6. Grantee's violation of any applicable law, regulation, or ordinance in the performance of this Agreement.

Section 10.2. Remedies. Upon the occurrence of an event of default, the Grantor may exercise one or more of the following remedies:

1. Temporarily withhold disbursement of Grant Funds pending correction of the deficiency by the Grantee;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award;
4. Require the return of all or part of the Grant Funds previously disbursed;
5. Withhold future grant awards; or
6. Take other remedies that may be legally available.

Section 10.3. No Waiver. The Grantor's failure to exercise any right or remedy upon the occurrence of an event of default shall not constitute a waiver of its right to exercise such right or remedy upon the occurrence of a subsequent event of default.

ARTICLE XI. TERMINATION

Section 11.1. Termination for Cause. The Grantor may terminate this Agreement for cause upon the occurrence of an event of default as described in Section 10.1. Termination for cause shall be effective upon written notice to the Grantee.

Section 11.2. Termination for Convenience. Either party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party. In the event of termination for convenience, the Grantee shall be entitled to receive payment for all allowable costs incurred for work satisfactorily performed up to the date of termination.

Section 11.3. Effect of Termination. Upon termination of this Agreement for any reason:

1. The Grantee shall promptly return to the Grantor any unexpended Grant Funds;
2. The Grantee shall submit a final financial report and any other reports required by the Grantor within sixty (60) days of the termination date;
3. The Grantee shall cooperate with the Grantor to ensure an orderly transition of the Project to the Grantor or its designee, if applicable; and
4. The parties shall continue to comply with any provisions of this Agreement that, by their nature, extend beyond the termination of the Agreement.

ARTICLE XII. INDEMNIFICATION AND INSURANCE

Section 12.1. Indemnification. The Grantee shall indemnify, defend, and hold harmless the Grantor, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the Grantee's performance of this Agreement, provided that such claim, liability, loss, damage, cost, or expense is not caused by the negligent or willful misconduct of the Grantor.

Section 12.2. Insurance. The Grantee shall maintain, at its own expense, the following insurance coverage during the term of this Agreement:

1. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
2. Workers' Compensation Insurance as required by the laws of the Commonwealth of Pennsylvania;
3. Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate; and
4. Such other insurance as may be reasonably required by the Grantor.

The Grantee shall provide the Grantor with certificates of insurance evidencing such coverage prior to the disbursement of any Grant Funds.

ARTICLE XIII. GENERAL PROVISIONS

Section 13.1. Relationship of Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Grantor and the Grantee. The Grantee is an independent entity and shall not represent itself as an agent or representative of the Grantor.

Section 13.2. Assignment. The Grantee shall not assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the Grantor. Any attempted assignment without such consent shall be void.

Section 13.3. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

Section 13.4. Amendment. This Agreement may be amended only by a written instrument executed by both parties.

Section 13.5. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given

when delivered personally, when sent by confirmed electronic mail, when sent by courier service with confirmation of receipt, or five (5) days after being mailed by first class, registered, or certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth in Article I, or to such other address as either party may specify by notice to the other.

Section 13.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

Section 13.7. Jurisdiction and Venue. Any legal action arising out of or relating to this Agreement shall be brought in the Court of Common Pleas of Dauphin County, Pennsylvania, and the parties hereby consent to the exclusive jurisdiction of such court and waive any objection to the venue of such action.

Section 13.8. Waiver of Jury Trial. Each party hereby waives its right to a jury trial in any action arising out of or related to this Agreement.

Section 13.9. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 13.11. Survival. The provisions of Sections 6.3, 8.1, 12.1, and any other provisions that by their nature extend beyond the termination of this Agreement shall survive the termination of this Agreement.

Section 13.12. Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, or government action; provided, however, that the party experiencing such delay promptly notifies the other party and uses reasonable efforts to mitigate the effects of such circumstances.

Section 13.13. Further Assurances. Each party shall execute and deliver such additional documents and take such additional actions as may be reasonably necessary or desirable to carry out the provisions of this Agreement and to effectuate the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

GRANTOR:

THE INTERGOVERNMENTAL COOPERATION AUTHORITY OF HARRISBURG

By:  _____

Name: Douglas E. Hill

Title: Board Chairman

Date: 03/13/2026

GRANTEE:

CAPITAL REGION ECONOMIC DEVELOPMENT CORPORATION

By:  _____

Name: Ryan C. Unger

Title: President & CEO

Date: 3/20/26