

GRANT LETTER OF UNDERSTANDING

Grant ID: 24-13103

This Grant Letter of Understanding (the “*LOU*”) is entered into by and between the following parties for all provisions to be effective as of the date the last party executes this agreement as set forth on the signature page hereto (the “*Effective Date*”):

- (i) PSL Foundation (“*Grantee*”); and
- (ii) Arnold Ventures LLC (“*Arnold Ventures*”).

WHEREAS, Arnold Ventures intends to recommend a Grant (defined herein) to Grantee in the amount described in Paragraph 1 of this LOU. The Grant, if made, shall be made from a donor-advised fund with respect to which Laura and John Arnold (the “*Donors*”) have advisory privileges (the “*Donor-Advised Fund*”); and

WHEREAS, Grantee accepts Arnold Ventures’ statement of intention subject to the terms and conditions of this LOU.

NOW, THEREFORE, in consideration of the representations and statements of intent made below, in consideration of the foregoing premises and in accordance with the terms and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and Arnold Ventures express that the following terms represent their mutual desires:

TERMS

1. *Amount and Term.*

- a. Subject to Grantee’s acceptance of, compliance with or the making of, as the case may be, the terms, conditions, agreements, warranties, representations and other provisions set forth in this LOU, Arnold Ventures intends to recommend a Grant to Grantee in the aggregate amount of up to \$273,525.00 (two hundred seventy-three thousand five hundred twenty-five dollars) (the “*Grant*”).
- b. The term of the LOU will commence on the Effective Date and will expire three months after the submission of the final report described in Exhibit 1, unless earlier terminated as provided herein (the “*Term*”).
- c. Notwithstanding any other provision of this LOU, the parties acknowledge that this LOU does not give rise to a legally binding pledge or legally enforceable obligation of Arnold

Ventures, the Donors, the Donor-Advised Fund, or of any associated or sponsoring organization.

2. **Charitable Purpose.** Grantee acknowledges and agrees that it is Arnold Ventures' expectation that Grantee shall use the Grant solely for the purpose of developing and maintaining a database of state and congressional district level estimates of tax and benefit reforms (the "Purpose"). Grantee shall be solely responsible for ensuring that it complies with all applicable local, state, and federal laws.
3. **Publicity and Recognition.** Arnold Ventures encourages Grantee to reference Arnold Ventures when identifying Grantee's supporters in public forums. Grantee may include the name and logo of Arnold Ventures in a general list of Grantee's supporters without prior permission, provided that Grantee treats Arnold Ventures in the same manner that it treats its other similarly situated donors and supporters, and provided further that Grantee complies with the terms of Arnold Ventures' trademark usage guidelines as provided by Arnold Ventures from time to time.

Except as otherwise set forth above, if Grantee desires to use the name or logo of Arnold Ventures, or link to Arnold Ventures, directly or indirectly (*i.e.*, speaking events, press interviews, press release, professional or trade publication, website, advertisement, or other public document or announcement), Grantee shall obtain **prior written consent** from Arnold Ventures for such use, reference, or link. Grantee shall seek such consent at least three (3) business days in advance of Grantee's proposed publicity, and shall provide the content to be approved, as well as the timing and outreach strategy. Grantee shall send all such information to Communications@ArnoldVentures.org, and shall designate a Grantee point of contact with email address and telephone number for such request and future requests.

4. **Payment of Grant Funds.** Subject to the terms hereof, until the Grant has been paid in full, the end of the Term, or this LOU has been earlier terminated pursuant to any provision of this LOU, and provided Grantee is in full compliance with the terms of this LOU including, if applicable, the budget and milestones set forth in Exhibit 1, it is anticipated that Arnold Ventures will direct the Grant to be made in installments (each, an "*Installment Payment*" and collectively, the "*Installment Payments*") in accordance with Exhibit 1, attached hereto and incorporated herein. In no event shall Arnold Ventures, the Donors, the Donor-Advised Fund, or any associated or sponsoring organization, have an obligation to recommend or otherwise make any Installment Payment. No Installment Payment shall be made or recommended, as the case may be, if Arnold Ventures determines, in its sole discretion, that Grantee is not in full compliance with the terms of this LOU or that there has been a material change in strategy or implementation related to the Purpose. If Arnold Ventures decides not to recommend any Installment Payment, Arnold Ventures shall not later be obligated to recommend any

Installment Payment, even if Grantee subsequently cures the underlying issue that caused Arnold Ventures to not recommend such Installment Payment.

5. *Representations and Warranties.* Grantee makes the following representations and warranties:

- a. Grantee is a tax-exempt nonprofit corporation duly formed, validly existing and in good standing in its state of incorporation or formation with all corporate power, authority and permits necessary to carry on its activities, including the Purpose of the Grant.
- b. Grantee currently meets, and at all times during the Term will meet, the following criteria: (i) it is an organization recognized by the Internal Revenue Service as tax-exempt under Internal Revenue Code (the “*Code*”) Section 501(c)(3) and further classified as a “public charity” within the definition of Code Section 509(a)(1) or 509(a)(2), and 170(b)(1)(A), (ii) it is not a “private foundation” within the meaning of Code Section 509(a), and (iii) it is an organization pursuant to which the acceptance of the provisions of this LOU or of the Grant will not adversely affect Grantee’s status as (1) an organization described in Code Sections 501(c)(3) or (2) an organization which is not a “private foundation”. Grantee is not aware of any threat or challenge to the aforementioned statuses.
- c. The Purpose of the Grant is charitable and educational as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3); the Grant will only be used for charitable and educational purposes; and the Grant will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, violate any applicable local, state, federal or foreign law, or provide any benefit to the Donors.
- d. Grantee warrants that all information it has provided and will provide has been, and, for the duration of the Term, will at all times continue to be, true, accurate, and complete in all material respects.
- e. Neither Grantee nor any of its representatives has or will, directly or indirectly, offer, pay, promise, or authorize the giving of money or anything of value to any government official or other person or entity, while knowing or having reason to believe that some portion or all of the payment or thing of value is for the purpose of influencing any act or decision of such government official or such person or entity in violation of their lawful duties or proper performance of functions in order to obtain or retain business for, direct business to, or secure an improper advantage for Grantee or anyone acting on Grantee’s behalf.

6. *Reporting and Information.*

- a. Grantee will provide Arnold Ventures with the milestones, deliverables, and/or grant reports (each a “*Grant Report*” and collectively, the “*Grant Reports*”) described in Exhibit 1. Each Grant Report will utilize the applicable template provided by Arnold Ventures and will include: (i) a general description of Grantee’s use of the Grant during the reporting period (including a description of progress made in fulfilling the Purpose); and (ii) confirmation of Grantee’s compliance with the terms of this LOU. Grantee will also immediately notify Arnold Ventures if there is a proposed or actual change in Grantee’s tax-exempt status or if any portion of the Grant is used for purposes other than charitable purposes as defined by the Code.
- b. Grantee will provide Arnold Ventures prompt written notice (i) if any of the conditions or events set forth in Paragraph 8 (Termination) occur, (ii) of any event which, at the giving of notice or lapse of time, could reasonably be expected to constitute a condition or event set forth in Paragraph 8 (Termination), and (iii) if any civil or criminal complaint, demand, claim, investigation, or adversarial proceeding is asserted or threatened against Grantee, any other entity engaged in the Purpose, or any of their respective employees, contractors, or subgrantees.

7. *Records.* Grantee will maintain records of receipts of and expenditures of the Grant and will keep these records during the Term and for at least five (5) years thereafter.

8. *Termination.* This LOU may be terminated by Arnold Ventures if any of the following has occurred, it being understood and agreed that the determination of whether any such condition or event has occurred will be made by Arnold Ventures in its sole discretion:

- a. any of the warranties or representations made by Grantee in this LOU is or becomes untrue in any respect;
- b. there is a material change in the purpose, character or method of operation of Grantee, or a material change in the leadership of Grantee;
- c. Grantee uses any portion of the Grant for any purpose other than the Purpose;
- d. Grantee has materially misrepresented to Arnold Ventures or the Donors its activities or financial condition;
- e. Grantee fails to comply with any of the provisions of this LOU; or
- f. The Grant or its Purpose does not contribute to the accomplishment of Grantee’s charitable mission as originally anticipated.

The effective date of Arnold Ventures' termination of this LOU (the “*Termination Effective Date*”) shall be the earlier of (i) the date notice is given by Arnold Ventures to Grantee of the termination and (ii) if so elected by Arnold Ventures, the date on which the event triggering the right of termination occurred. The delay or failure of Arnold Ventures to exercise its right to terminate at any time shall not be a waiver of such right, either with respect to the cause giving rise thereto or any other cause for termination, and any payment of any portion of the Grant or recommendation to the Donor-Advised Fund of any portion of the Grant after notice of an event giving rise to a right to terminate shall not be a waiver of the right to terminate or of any rights of Arnold Ventures upon termination, and in no event will such delay, failure or payment give rise to any argument for novation, ratification, estoppel, laches or any other equitable or legal defense if Arnold Ventures later elects to exercise its right of termination.

9. ***Payment Responsibilities; Return of Funds.*** In the event that Arnold Ventures terminates this LOU pursuant to the terms hereunder:
 - a. any remaining Grant payments to Grantee under this LOU shall be cancelled as of the Termination Effective Date;
 - b. if Arnold Ventures terminates this LOU pursuant to any provision hereunder other than subparagraphs (a) or (d) of Paragraph 8 (Termination) of this LOU, Grantee shall promptly return to the granting entity any amounts of the Grant previously paid to Grantee which have not yet been expended as of the Termination Effective Date or which were not used for the Purpose; and
 - c. if Arnold Ventures terminates this LOU pursuant to subparagraphs (a) or (d) of Paragraph 8 (Termination) of this LOU, Grantee shall promptly return to the granting entity any amounts of the Grant previously paid to Grantee.
10. ***Future Assignment.*** Grantee cannot assign, or otherwise transfer, its rights or delegate any of its duties, without the prior written consent of Arnold Ventures, which consent Arnold Ventures may withhold, condition or delay in its sole discretion.
11. ***Indemnification.*** Grantee agrees that it shall defend, indemnify, and hold harmless Arnold Ventures, the Donors, and each of their associated entities, and any of their officers, directors, employees, agents, contractors from and against all damages, costs, liability, and expenses incurred by reason of breach by Grantee under this LOU.
12. ***Entire Agreement.*** This LOU supersedes any prior oral or written understanding or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereto. This LOU may not be amended or modified, nor any of its provisions waived, except in a writing (which may include electronic mail) signed by authorized representatives of Grantee and Arnold Ventures.

13. ***Written Notice.*** Any notice, report, or communication permitted or required to be given under the LOU shall be in writing and shall be delivered by overnight or electronic mail to the address set forth below:

If to Arnold Ventures:

Arnold Ventures LLC
Attn: Quang Vu, Grants Manager
1717 West Loop South, Suite 1800
Houston, Texas 77027
E-mail: qvu@arnoldventures.org

If to Grantee:

PSL Foundation
Max Ghenis, CEO
1320 4th St NE #612
Washington, DC 20002
max@policyengine.org

14. ***Survival.*** The provisions of Paragraphs 1(c) (Amount and Term), 3 (Publicity; Recognition), 7 (Records), 9 (Payment Responsibilities; Return of Funds), 11 (Indemnification) and 14 (Survival) shall survive any expiration or termination of this LOU.

15. ***Multiple Counterparts; Electronic Copies.*** This LOU may be executed through the use of separate signature pages and in any number of counterparts, including electronic counterparts, and each of such counterparts shall, for all purposes, constitute one LOU, notwithstanding that all the parties are not signatories to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this LOU as of the Effective Date.

ARNOLD VENTURES LLC

By: 
Kristen Flack
7033870F4C2E45B...

Name: Kristen Flack

Title: Authorized Signatory

Date: June 26, 2025

ACCEPTED AND AGREED:

PSL FOUNDATION

By: 
Max Ghenis
F0E9D64CF6604E2...

Name: Max Ghenis

Title: _____

Date: June 25, 2025

EIN: 86-3092437

EXHIBIT 1
SPENDING, MILESTONES, REPORTING AND PAYMENT SCHEDULE

Project Background: With this Grant, Grantee will develop and maintain a database of state and congressional district level estimates of tax-and-benefit reforms.

All grant spending will be completed by December 31, 2026 and reports will be completed by Grantee as soon as practicable and in no event later than the deadlines specified below, unless Grantee has received prior written consent to amend these deadlines.

Milestones and Reports	Completion Date
1. Grantee will meet with the Arnold Ventures Public Finance team at least quarterly to provide updates on grant progress.	Throughout the Grant Term
2. Grantee will produce first state and district weight matrices and share draft dashboard with the Arnold Ventures Public Finance team.	May 31, 2025
3. Grantee will calibrate all 51 state files.	June 30, 2025
4. Grantee will do a pilot walkthrough of the interface and API with the Arnold Ventures Public Finance team.	August 15, 2025
5. Grantee will hold a public launch event and live webinar debuting the site.	September 15, 2025
6. Grantee will release a flagship TCJA-extension report.	September 15, 2025
7. Grantee will hold a second release webinar.	November 30, 2025
8. Grantee will produce an uptake memo for the Arnold Ventures Public Finance team summarizing user status, press hits, and stakeholder examples.	November 30, 2025
9. Grantee will produce a final hand-off report and dashboard link for the Arnold Ventures Public Finance team.	December 31, 2026
10. Grantee will provide Grant Reports to Arnold Ventures as required by Paragraph 6.	January 31, 2027

Payment Schedule: Provided Grantee has timely submitted the relevant deliverables and Grant Report and is otherwise in full compliance with the terms of this LOU, Arnold Ventures intends to recommend payment in accordance with the table below.

Installment Payments	Amount	Expected Date
1.	\$273,525.00	Within 30 business days of the Effective Date
TOTAL	\$273,525.00	