GRANT AGREEMENT
Coleman A. Young Foundation

GRANT AMOUNT: The Mandell and Madeleine Berman Foundation (the Foundation) agrees to a grant totaling $50,000 to Coleman A. Young Foundation (the Agency), with the understanding and agreement of the points described below.

GRANT PERIOD: The grant period of one year, effective January 1, 2014.

PURPOSE: The purpose of this grant is to provide funding for the College Access & Awareness Program (CAAP), an effort to increase interest and commitment to college education among Detroit youth and their parents through exposure to college campuses and pre-tour mentoring and preparation. To this end, the Coleman A. Young Foundation will partner with the Detroit Parent Network, Osborn LCAN and Southwest LCAN to serve 600 youth and their parents in Spring, Summer and Fall 2014. The Skillman Foundation will include this project in its current cohort of Youth Development grantees and, as such, will provide the project with various resources including help with program evaluation.

STIPULATIONS: This grant is presented on the assumption that the objectives described in the grant proposal can and will be accomplished within the grant period. If delays in accomplishing the objectives are experienced or expected, the Foundation shall be notified immediately.

In addition, the Agency agrees:

1. To ensure that all grant-funded activities are strictly nonpartisan and do not consist of participating in political campaigns or campaigns for public office.

2. To use the grant funds solely for the purposes of the specific project as described above. Any significant changes in the purposes for which grant funds are spent must be approved in writing by the Foundation before implementation.

3. To return any portion of the funds granted which are not used solely for the purpose of the grant stated above.

4. To maintain its books to show these grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on those books. The Agency shall keep adequate records to substantiate such expenditures. The Agency shall make such books and records available to the Foundation at reasonable times for review and audit, if requested by the Foundation.

5. To acknowledge the Foundation in any public releases, credits or publications that mention the project funded, and to send copies of them to the Foundation. Grantees are asked to clear written statements about the Foundation with the Foundation before publication.

6. To notify the Foundation immediately if the Internal Revenue Service proposes to revoke or alter the grantee's tax exempt status, which under I.R.S. tax classification is currently described under the Tax Code sections 501(c)(3) and/or 509(a)(1),(2), or (3).

PAYMENTS: Financial fulfillment of this grant shall be made in two payments of $25,000 each in January 2014 and August 2014. The payments are subject to receipt of a signed agreement by the Foundation and interim reports.

REPORTS: The first interim report, a verbal summary by phone or in person, should be scheduled on or around April 1, 2014. At that time, it will be expected that the Coleman A. Young Foundation will have a fully developed plan for its activities for Spring and Summer 2014. It will also report at that time on any changes to the original proposal or budget. The other reports will be aligned with the Skillman Foundation

Youth Development reporting schedule and should follow Skillman Foundation reporting guidelines: The second interim report is due July 1, 2014 and the final report is due December 1, 2014. The Foundation may wish to conduct a verbal or in-person debrief at other intervals.

In the event that the Foundation determines, in its sole discretion, that the Agency has breached or failed to carry out any material provision of this Agreement, the Foundation may, in addition to any other legal remedies it may have, including the termination of this Agreement, refuse to make any further grant payments to the Agency, and the Foundation may demand in writing return of all or part of the unexpended grant funds, which the Agency shall immediately repay to the Foundation. The amount of such unexpended grant funds to be repaid to the Foundation shall not include funds needed to meet obligations incurred by the Agency to third parties, in good faith, for the purposes of the specific project described above, prior to the Agency's receipt of the Foundation's written demand for repayment.

Finally, this agreement in its entirety between the parties hereto supersedes prior discussion or agreements that may have existed between the parties and may be modified only in writing and signed by both parties.

Mandell L. Berman, Trustee

Date 1/21/14

Sarai Brachman Shoup, Director

Date January 15, 2014

Signature of Responsible Officer
Coleman A. Young Foundation

Date 1/10/14 KT

Print name and title Khary K. Turner Executive Director