



CITGO Petroleum Corporation

P.O. Box 4689
Houston, TX 77210-4689

August 12, 2025

Dr. Matt Maxwell
Superintendent
Lemont High School District 210
800 Porter Street
Lemont, IL 60439
mmaxwell@lhs210.net

Dear Dr. Matt Maxwell,

CITGO Petroleum Corporation ("CITGO") is pleased to make a donation in total amount of **Fifty Thousand and 00/100 Dollars (\$50,000.00)** ("Donation") to **Lemont High School District 210** ("Grantee"), to support Grantee's **CITGO Innovation Academy at Lemont High School** project, as further described in Exhibit A attached hereto (the "Charitable Program"). CITGO's donation is subject to and conditioned upon the terms stated in this letter agreement (this "Agreement"), and Grantee's written acceptance of same.

Therefore, Grantee agrees to and accepts the following terms and conditions for the Donation:

1. Subject to Section 9 of this Agreement, any Donation provided by CITGO shall be made to Grantee in accordance with the following schedule:
 - (a) One Hundred percent (100%) of the Donation on or after October 1, 2025 as determined solely by CITGO.
2. Within thirty (30) days upon receipt of the Donation from CITGO, Grantee agrees to promptly complete the Charitable Contribution Receipt Form using the CITGO Grants Management System online, hosted by Versaic at <https://citgo.versaic.com/login>.
3. Grantee agrees that the funds from the Donation will be used for the sole charitable purpose of the Charitable Program. Grantee shall be solely responsible for managing and implementing the Charitable Program and agrees that CITGO shall have no liability for, and Grantee agrees to protect, defend and indemnify CITGO against, any claims relating to the Charitable Program.
4. Grantee shall provide any progress reports in accordance with the schedule and other requirements in Exhibit B attached hereto detailing the objectives achieved, charitable class of individuals benefitted through the Charitable Program, and other information requested by CITGO.

5. Grantee represents and warrants that it is a political subdivision of the state of Illinois, exempt from federal income taxation.
6. Grantee further represents and warrants that Grantee shall comply with all applicable laws and regulations in the performance of this Agreement and implementation of the Charitable Program, including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended, all other applicable U.S. (federal, state, local, or municipal) and non-U.S. anti-corruption, anti-bribery and anti-money-laundering laws, and U.S. sanctions laws and regulations, and Grantee shall promptly disclose to CITGO any conflicts of interest that exist or arise between Grantee, its directors, officers, and employees and CITGO.
7. Grantee shall provide to CITGO immediate written notice if it becomes aware, at any time during the term of this Agreement, of any of the following in relation to this Agreement: (i) any misappropriation of Donation funds; (ii) a violation of Grantee's conflicts of interest policy; (iii) a formal investigation of an allegation of any of the foregoing; or (iv) any breaches of this Agreement.
8. Grantee agrees CITGO shall have the right to issue press releases and use and publish on CITGO's website or in any materials any information relating to the Donation and any photographs, testimonials and other data and information submitted by Grantee to CITGO in connection with the Charitable Program. In addition, any promotional messages, press releases and/or slogans used by Grantee in connection with the Charitable Program must be reviewed and approved in writing in advance by CITGO before the same may be used. Grantee agrees to not issue any press releases regarding the Donation or to use CITGO's or its affiliates' names or marks in any advertising, publicity or other materials, without CITGO's prior written consent.
9. This Agreement shall commence on the Effective Date of **July 1, 2025**, and shall continue in full force and effect until the later of: (a) **June 30, 2026** or (b) the conclusion of the Charitable Program and submission of all applicable reports in accordance with this Agreement; unless this Agreement is earlier terminated by either party at any time and for any reason, with or without cause, upon at least thirty (30) days prior written notice to the other party. CITGO reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any grant funds, if CITGO determines such action is necessary: (1) because there is a legitimate concern whether Grantee has fully complied with or may be unable to fully comply with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of the grant, the Charitable Program, or any other charitable activities of CITGO; or (3) to comply with any law or regulation applicable to Grantee, CITGO, or this Agreement. Furthermore, If CITGO determines, in its sole discretion, that Grantee has breached any of the provisions of this Agreement, CITGO may, in addition to any other rights and remedies it may have under applicable law or at equity, demand the return of any or all of the amounts of the Donation not properly spent for, or committed to, the Charitable Program in accordance with this Agreement, and Grantee agrees to and shall immediately repay such amounts to CITGO. Upon any such termination CITGO shall have no further obligations or liability to Grantee.

10. Grantee shall provide CITGO with recognition on all sponsor listings including press releases, media advisories, websites and social media associated with the Charitable Program, as approved by CITGO in writing and in accordance with the IRS regulations. In addition, all signage for the Charitable Program will be at the sole expense of Grantee and must be approved by CITGO in writing in accordance with Exhibit C attached hereto.
11. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Texas, without regard to any conflicts of laws or provisions of another jurisdiction. Both parties accept and consent and agree to the exclusive jurisdiction of the applicable state and federal courts of and located in Harris County, Texas for the resolution of any disputes arising under or relating to this Agreement.
12. This Agreement, including Exhibits A, B and C, constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications, representations, whether written or oral, concerning the subject matter hereof. To the extent of any inconsistencies or conflicting terms between this Agreement and Exhibits A, B and/or C, this Agreement shall govern and control. This agreement may be amended only by a written document signed by an authorized representative of each party.
13. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall be considered one and the same agreement.

Please acknowledge the Grantee's understanding and agreement with the foregoing provisions by signing this Agreement where indicated below and returning a signed copy of this Agreement to me at the address above.

Upon receipt of a signed original copy of this Agreement, CITGO will arrange for the Donation to be contributed to Grantee.

[Signature page follows]

Please do not hesitate to contact **Karina Hernandez** at **khernan@citgo.com** or **(832) 486-4364** if you have any questions.

Sincerely,

DocuSigned by:


D65463D305C24D1...
Shannon McNary

Manager, Public Affairs and Corporate Citizenship
CITGO Petroleum Corporation

Acknowledged and Agreed to this 12th **day of** August, **2025**

LEMONT HIGH SCHOOL DISTRICT 210

By: _____

Name: **Dr. Matt Maxwell**

Title: **Superintendent**

Date: _____

EXHIBIT A

CHARITABLE PROGRAM

Organization Name

Lemont High School District 210

Name of Program

CITGO Innovation Academy at Lemont High School

Charitable Program Summary

Grantee will enhance the CITGO Innovation Academy at Lemont High School by providing approximately 1,400 students with comprehensive STEM learning experiences that integrate makerspace technology across all disciplines. Through project-based learning, students will engage with tools such as 3D printing, coding platforms, spheros, podcasting, and greenscreen technologies to apply theoretical knowledge to real-world scenarios. The curriculum is designed to interweave technology with lessons in mathematics, science, engineering, and the arts, promoting deeper understanding and retention of STEM concepts. Students will participate in robotics competitions, coding boot camps, science fairs, and internships to build technical skills and explore professional pathways. The program includes community outreach and networking through guest speaker events, workshops, and mentorship programs with industry professionals. These experiences help students develop confidence, persistence, and a growth mindset while fostering a sense of belonging. By bridging the gap between education and industry, the Academy prepares students for post-secondary majors, certification programs, and future careers in STEM. The initiative supports students from diverse socio-economic and cultural backgrounds, ensuring equitable access to high-quality STEM education.

Goals/Objectives

Grantee will achieve the following goals and objectives in implementing the Charitable Program:

- Promote student engagement and exploration in STEM activities and concepts.
- Enhance curriculum through integration of makerspace technology.
- Connect students with industry professionals through outreach and mentorship.
- Support academic performance and future readiness in STEM fields.
- Foster confidence, collaboration, and innovative thinking through hands-on learning.

Activities/Outcomes/Measures of Success/Metrics

Grantee will implement the listed activities to achieve the following outcomes. Grantee will report on success towards achieving the outcome while implementing the Charitable Program using the measures of success below:

#	Activity	Outcome	Measure of Success	Metric
1	Science and Technology Lessons	Confidence and Proficiency	Increased Competency in class rubrics	% of students who met or exceeded the rubric
2	School-Wide Lessons	Confidence and Proficiency	Increased Competency in class rubrics	% of students who met or exceeded the rubric
3	Introduction to CITGO Innovation Academy (Freshman)	Confidence and Proficiency	Increased Competency in class rubrics	% of students who met or exceeded the rubric
4	Continued CITGO Innovation Academy Lessons (Sophomore Year)	Confidence and Proficiency	Increased Competency in class rubrics	% of students who met or exceeded the rubric
5	Community Outreach: STEM Night Events, STEM Day Events, and Summer School Supplies	Interest and Exploration	Increased Participation	% increase of student participation compared to 2024
6	Common Grounds Coffee House Supplies/Lessons	Persistence and Application	Continued Persistence	% of students who met or exceeded the rubric
7	Junior and Senior Year CITGO Innovation Academy Lessons and Implementation	Innovation	Improved Skills and Application	% of students who met or exceeded the rubric

Reportable Metrics

Grantee shall use the following metrics in measuring the effectiveness of the Charitable Program and shall cover such metrics in the progress reports to be provided in accordance with Section 4 of this Agreement.

Target Metrics	Target Number
Provide the number of students and educators that will be directly impacted or benefited by CITGO funds.	1,400
Provide the number of scholarships to be awarded with CITGO funds (if any).	0

Award Total and Financial Report

Any amounts donated by CITGO to Grantee hereunder shall be applied as follows:

CITGO FINANCIAL REPORT

ORGANIZATION NAME	Lemont High School District 210			
PROGRAM NAME	CITGO Innovation Academy at Lemont High School			
		Actual Expenditure Period 1 Jul 1, 2025 - Dec 31, 2025	Actual Expenditure Period 2 Jan 1, 2026 - Jun 30, 2026	
	BUDGET			BALANCE
PROGRAM	\$50,000.00	\$0.00	\$0.00	\$50,000.00
OPERATION AND ADMINISTRATIVE	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$50,000.00	\$0.00	\$0.00	\$50,000.00

CITGO Funded Program Expenditure

Budget Line Items	BUDGET	Actual Expenditure Period 1 Jul 1, 2025 - Dec 31, 2025	Actual Expenditure Period 2 Jan 1, 2026 - Jun 30, 2026	BALANCE
Science and Technology Lessons	\$13,400.00			\$13,400.00
School Wide Lessons	\$5,200.00			\$5,200.00
Replacement Equipment	\$10,000.00			\$10,000.00
Field Trips	\$7,700.00			\$7,700.00
Outreach	\$7,200.00			\$7,200.00
Professional Development	\$6,500.00			\$6,500.00
	\$0.00			\$0.00
Total	\$50,000.00	\$	\$	\$50,000.00

CITGO Funded Operation and Administrative Expenditure

Budget Line Items	BUDGET	Expenditure: Period 1	Expenditure: Period 2	BALANCE
	\$			\$
Total	\$	\$	\$	\$

EXHIBIT B

CITGO Petroleum Corporation

Report Schedule, Templates, and Instructions

REPORT SCHEDULE

METRICS, PROGRESS, AND FINANCIAL REPORTS ARE DUE ON THE FOLLOWING SCHEDULE	
Report Period	Due Date
<i>Period 1</i> July 1, 2025 – December 31, 2025	January 31, 2026
<i>Period 2</i> January 1, 2026 – June 30, 2026	July 31, 2026

All reporting must be completed online using the CITGO Grants Management System hosted by Versaic at <https://citgo.versaic.com/login>

Please contact Karina Hernandez at khernan@citgo.com to get instruction on completing follow-up forms.

EXHIBIT B (Continued)

CITGO Petroleum Corporation

Report Schedule, Templates, and Instructions

INTERIM AND FINAL PROGRESS REPORT INSTRUCTIONS

Please complete the Progress Report Tab in the CITGO Grants Management System. The Progress Report requires the following information:

I. Organization Information

- a. Name of Person Preparing Report
- b. Title

II. Goals & Objectives / Program Activities

- a. Please provide the goals and objectives of the Charitable Program which should reflect the goals and objectives set forth in Exhibit A of this Agreement.
- b. Please provide a short description of the implemented activities in this reporting period. Note whether planned activities have been completed. If not, please explain any delays or changes.

III. Benefits and Outcomes

- a. If applicable, please provide any information on the changes that occurred as a result of the activities and outputs, such as changes in the participants' behavior, knowledge, skills, status and level of functioning, and to what extent these changes are likely to contribute towards achieving the Charitable Program's goals and objectives.
- b. Beneficiary Feedback. If available, provide information on feedback and experiences of beneficiaries and stakeholders. Include meaningful examples that magnify the success or identify challenges with the Charitable Program.
- c. If applicable, provide information on any successes, problems, or issues faced during implementation in this reporting period. Describe how your organization will build on success or address challenges. List any lessons learned. What happened? How is learning incorporated to improve program implementation.

IV. Attachments / Acknowledgement

- a. Financial report. Download template, complete report and upload.
- b. Attach other documents to support your organization's obligations under this Agreement. Such documents may include, but are not limited to, a list of attendees for an activity, a program, flyer, brochure, and photos. Please note that any and all documents submitted become the property of CITGO. CITGO has the right to utilize any such documents in accordance with Section 7 of this Agreement.
- c. Acknowledgement. Certify that the information provided in the progress report is true and accurate by signing and dating the document.

When complete, please ensure to select "Save and Close".

EXHIBIT C

CITGO Petroleum Corporation Promotional and Logo Guidelines



PROMOTIONAL GUIDELINES FOR THE CITGO INNOVATION ACADEMY

Naming:

When mentioning the CITGO Innovation Academy in press releases, announcements, on social media, etc., please use the following formulations:

- "CITGO Innovation Academy at (name of your school)"
- "CITGO Innovation Academy @ (name of your school)"
- "CITGO IA at (name of your school)"
- "CITGO IA @ (name of your school)"

Please do not use "CIA"

Social Media:

CITGO Innovation Academy social media posts may tag the CITGO Corporate social media accounts. A list of the corporate accounts is below for you to use when creating your posts. Please tag these accounts on all posts.

Facebook: [@CITGOPetroleumCorporation](#)

Instagram: [@CITGOPetroleumCorporation](#)

Twitter: [@CITGO](#)

Hashtag:

- [#CITGOInnovationAcademy](#).

DO NOT abbreviate to #CIA. This hashtag can be included in the main body of your text and include the school, or at the end.

Examples:

- The Underwater robotics team had a [STEMtastic](#) competition day!
[#CITGOInnovationAcademy](#)
- Students from the [#CITGOInnovationAcademy](#) at Moody High School are working hard and coming up with [STEMtastic](#) ideas for their next robotics competition.



LOGO STYLE GUIDE

THE CITGO INNOVATION ACADEMY

This guide is a tool for the correct use of The CITGO Innovation Academy logo(s).



Full Color Version

	C100 M66 Y0 K2 R0 G93 B170		White
	C25 M0 Y2 K0 R186 G229 B244		
	C2 M7 Y77 K0 R253 G226 B90		

Full color version should be used at all times when possible.

Spacing

Distance other graphics a minimum one logo space.



One & Two Color Versions

Two color black and white preferred when full color cannot be used.

One color option to be used when color count is limited.

Note: Yellow is shown to replicate a background color and not part of the official logo.

The CITGO Innovation Academy logo is designed to be altered based on the school name and school colors. Current versions to the left and new versions should only be created by CITGO.

PROGRAM NAME

The CITGO Innovation Academy at *(school name)*

For example, the two current programs are:

- The CITGO Innovation Academy at E.K. Key Elementary
- The CITGO Innovation Academy at Moody High School

DO NOT:

- Alter the logo(s) in anyway
- Add additional typography or graphics around the logo(s)
- Create a new version of the logo(s) on your own
- Combine the logo(s) with other logos or artwork

DO:

- Contact CITGO with any questions, concerns or requests.
- Request official artwork from CITGO