

Fiscal Sponsorship Agreement
between
Greening Forward
and
Green Schools Alliance, Inc.

This Fiscal Sponsorship Agreement (this "Agreement" or "FSA") is entered into by and between Green Schools Alliance ("GSA" or "Fiscal Sponsor"), located at 1875 Connecticut Ave NW, 10th Floor, Washington, DC 20009 and Greening Forward, located at 901 Hunts Point Ave, FL 2, Bronx, NY 10474 ("GF" or "Sponsored Organization"). The collaboration and initiatives that will be undertaken through this Agreement are based on a spirit of cooperation, reciprocity, and of mutual benefit to both parties.

1. GSA hereby agrees to sponsor GF and to assume administrative, programmatic, financial, and legal responsibility for purposes of the requirements of funding organizations. GF agrees to implement and operate their project, in accordance with the terms of this agreement and with any requirements imposed by funding organizations.
2. The Sponsored Organization shall be operated in a manner consistent with GSA's tax-exempt status and as described in this agreement. No material changes in the purposes or activities of GF's operations shall be made without prior written permission of the Fiscal Sponsor and in accordance with any requirements imposed by funding organizations, nor shall the GF carry on activities or use funds in any way that jeopardizes the Fiscal Sponsor's tax-exempt status.
3. GF shall not attempt to influence legislation or participate or intervene in any political campaign on behalf (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).
4. GF will provide all information and prepare all reports, including interim and final reports, required by funding organizations, with the Fiscal Sponsor's assistance and final approval.
5. On behalf of the Sponsored Organization, the Fiscal Sponsor will establish and operate for the use of the Project a designated account ("Account") segregated on the Fiscal Sponsor's books. All amounts deposited into a GF's Account will be used in its support, less administrative charges, if any, and subject to the conditions set forth below.
 - a. GSA will establish a bank account for the Sponsored Organization's authorizing officials daily use, but retains oversight and the ability to close the account at any time.
 - b. In the event that the authorizing official is requesting a reimbursement for his/her self, the other authorizing official will sign in his/her place.

- c. If Greening Forward's account is overdrawn, Greening Forward will reimburse Green Schools Alliance for the balance of the accounts and any fees that occur.
 - d. Disbursements will be restricted to the support and implementation of GF only.
6. The Sponsored Organization designates Ryan Szvetcz and Narke Norton to act as authorizing officials. The authorizing officials shall act as principal coordinator of GF's daily business with the Fiscal Sponsor, and shall have authority to sign disbursement requests.
7. The Fiscal Sponsor and Sponsored Organization will maintain all financial records relating to GF according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law. GSA will provide GF with monthly accounting reports, will maintain accounting records, retain records as long as required by law, and make records available to auditors as required by law.
8. The Fiscal Sponsor and the Sponsored Organization will reflect the activities of GF, to the extent required, on their state and federal government tax returns and financial reports. All disbursements from an Account shall be treated as payments made to or on behalf of the Sponsored Organization to accomplish the purposes of GF. The Sponsored Organization will provide the Fiscal Sponsor with proper documentation to accomplish this, including furnishing the Fiscal Sponsor with the Sponsored Organization's Federal Employer Identification Number.
9. In consideration of the Fiscal Sponsor's agreement to sponsor GF, and to cover the Fiscal Sponsor's expenses as outlined above, GSA will receive 5% of all GF donations.
10. Termination - This agreement will be subject to review, and will terminate if any of the following events occur:
 - a. The Fiscal Sponsor requests the Sponsored Organization to cease activities that it deems might jeopardize its tax-exempt status and the Project fails to comply within a period of ten (10) days;
 - b. The Sponsored Organization fails to perform or observe any other covenant of this agreement, and this failure remains un-remedied fifteen (15) days after notice in writing;
 - c. Upon expiration of thirty (30) days either the Sponsored Organization or the Fiscal Sponsor has given written notice of its intent to terminate the agreement.
11. Term - This FSA is executable upon the signing of the agreement by both parties. It shall begin January 9, 2017 when executed by both parties, and will expire on June 30, 2017 to coincide with the end of GSA's fiscal year, unless cancelled earlier by either party. At the end of the first term, the FSA will be reviewed by both parties to determine the term extension.

12. Use of Trademarks and Content - Both GF and GSA uniquely and independent of each other retain sole and exclusive ownership of all rights related to their respective trademarks and program names, with the exception of the limited rights being granted by this Agreement. All other rights relating thereto are expressly reserved by GF and GSA as independent agents.
13. Notice - Any legally binding notices to be given to the other party shall be in writing and may be delivered by hand, facsimile transmission with receipt confirmation capability or by certified mail with return receipt requested. Notices to GF and GSA shall be made to the persons and addresses identified in the signature line below as representatives of the GF and GSA.
14. Governing Law. This Agreement shall be construed in accordance with the laws of the state of New York, disregarding any conflict of interest rules, which may direct the application of the laws of any other jurisdiction. No provision of this Agreement shall be construed against any party by reason of that party having drafted the same. Each party hereby specifically submits itself to the jurisdiction of the federal and state courts sitting in the state of New York, and each party agrees that any suit relating to this Agreement shall be brought exclusively in such federal or state court.
15. Liability. Notwithstanding any language to the contrary herein, in no event shall either party be liable to the other for any incidental, consequential or special damages of any kind hereunder, even if informed of the possibility of same.
16. Nondiscrimination. The parties shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability, veteran status or other classification protected by law.
17. Force Majeure. Neither party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by force majeure. Force Majeure means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and/or other unforeseeable accidents.

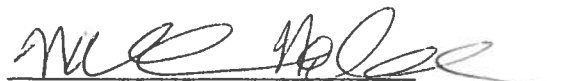
In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

Accepted for the Fiscal Sponsor:



Authorized signer

For the Sponsored Organization:



Authorized signer