

**GRANT AGREEMENT WITH ROCKEFELLER PHILANTHROPY ADVISORS, INC.  
TO ESTABLISH AND MANAGE A SPECIAL PROJECT FUND**

Anadarko Petroleum Corporation, a Delaware for profit corporation, hereby awards a charitable grant in the amount of \$21,855,000 to Rockefeller Philanthropy Advisors, Inc. (RPA), a Delaware not-for-profit 501(c)(3) corporation. RPA agrees to accept this grant for the purpose of establishing and managing a Special Project Fund (the Project) to invest in the long-term health and well-being of people and communities in the Gulf Coast region. The Fund will be used to provide financial resources to regional grantmaking partners to support and strengthen community-based organizations serving distressed communities in Florida, Alabama, Mississippi, and Louisiana directly affected by the Deepwater Horizon oil spill.

**PROJECT DESCRIPTION**

Attachments A and B comprise the project description, timeline and milestones.

**ACCEPTANCE OF THE GRANT AWARD** and establishment of the Project requires the approval of the Board of Directors of RPA. Once the Project is established, RPA will be legally responsible for managing and carrying out its activities and is liable for all actions of the Project. In such capacity, RPA shall have full authority and control over all funds and property contributed to the Project (the "Funds"), contracts and commitments, and distributions.

Because RPA is a charitable organization subject to all the regulations of U.S. public charities, all distributions, including grants and related program expenses are subject to final approval by the Board of Directors of RPA.

**RPA POLICIES AND PROCEDURES**

- RPA will establish a separate fund account on RPA's books and records, designated as the "Anadarko Gulf Coast Project Fund" (the "Project Account"). To the extent that any interest or investment income is earned on the Project funds before disbursement of grant awards as described below, such interest or investment income shall become part of the sums awarded to regional grantmaking partners and shall not inure to the benefit of RPA. Any such interest or investment income shall also be reflected in the Fund financial reports.
- Interested individuals, private foundations, corporations, and government organizations may make irrevocable contributions of any type of approved asset (which includes cash, securities and other assets) to RPA for the Project.

- Unless otherwise expressly stated, RPA will own the rights to all intellectual property in whatever medium created as a result of the Project and will use reasonable efforts to obtain all assignments of rights in writing from any independent consultants or other third parties as necessary to consolidate ownership of all intellectual property (including all copyrights, trademarks and other rights) in RPA.
- The Funds may not be used directly or indirectly to provide compensation or reimbursement of expenses, or any other benefit to Anadarko Petroleum, its employees, suppliers, contractors or members of their families.
- All contracts, grant pledges or other agreements relating to the Project must be reviewed, approved and executed by an authorized officer of RPA.
- No disbursements can be made from the Project Account unless a sufficient balance is available to cover the recommended disbursements and other approved and budgeted expenses.
- This agreement does not create a joint venture, partnership or agency relationship between or among RPA or Anadarko. No Party shall have the power to bind or obligate any other Party in any way whatsoever.
- Should the Project decide, at anytime in the future, to establish a separate, legally recognized charitable organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, RPA will transfer all of its right, title and interest in and to all copyrights, trademarks and other intellectual property rights in materials created in connection with the Project to that separate, legally recognized charitable organization. Should this agreement be terminated prior to the formation of a separate, legally recognized charitable organization for the Project, RPA will transfer all of its right, title and interest in and to all copyrights, trademarks and other intellectual property rights in materials created in connection with the Project to a 501(c)(3) organization that will house the Project.
- This agreement will terminate if one or more of the following events occurs:
  - RPA has determined that Project activities may jeopardize its tax-exempt status or may result in adverse tax consequences to RPA;
  - RPA fails to perform or observe any term of this Agreement and such failure remains unremedied for a period of thirty calendar days after notice thereof has been provided; or
  - RPA determines by mutual agreement with Anadarko, in writing, that this Agreement is terminated.
- RPA agrees to maintain the confidentiality of any information identified in advance as sensitive by either RPA or Anadarko. No such person will sell, transfer, publish, disclose, display or otherwise make available to any third persons such confidential

- RPA shall not permit nor generate any publicity, press release, public announcement, advertising or promotion concerning this Agreement, the services or deliverables provided hereunder, or any aspect of the Project without the prior written consent of Anadarko.
- Anadarko will notify RPA in advance of any press releases, interviews, and other public communications from Anadarko concerning this Agreement, the services or deliverables provided hereunder, or any aspect of the Project, to permit RPA to prepare for resulting inquiries from the press and the nonprofit community.
- Anadarko recognizes that the name, emblem, logo and marks belonging to RPA represent valuable assets and that substantial recognition and goodwill is associated with such assets. Anadarko is not permitted to use the name, emblem, logo, or marks belonging to RPA without the prior written consent of RPA. RPA recognizes that any names, emblems, logos or marks used by Anadarko in connection with the Project represent valuable assets and that substantial recognition and goodwill is associated with such assets. RPA is not permitted to use any such names, emblems, logos, or marks without the prior written consent of Anadarko.

#### **SERVICES PROVIDED**

The following list of services will be provided by RPA:

- Nonprofit 501(c)(3) exempt status for the project and contributions
- Establish and manage a \$20,000,000 grant fund for the Gulf Coast
- Accounting, budget management and reporting
- Quarterly financial reports on funds received and disbursed
- Maintenance of all administrative files and records
- Staffing by professional grantmaking team
- Program framework, performance standards and grantmaking criteria
- Development and management of a strategic communications plan
- Review and evaluate Regional Partner proposals
- Assessment and selection of potential Regional Partners
- Organize, schedule, and conduct meetings and related site visits
- Allocation of funds based on need and capacity to deliver outcomes
- Oversight and management of Regional Partner grant awards
- Convene and facilitate Regional Partner meetings
- Communicate with potential Regional Partners on status of requests
- Provide technical assistance to Regional Partners to increase capacity
- Monitor Regional Grantee activities for both compliance and effectiveness
- Review, analysis of Regional Partner reports on grantee outcomes
- Production of financial and program reporting for Anadarko
- Ongoing liaison with Anadarko via authorized representative

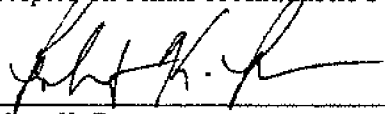
**SERVICES ASSESSMENTS**

The Project will be assessed \$1,855,000 on a total grant to establish the project of \$21,855,000. Travel costs and expenses are included.

**ACCEPTANCE**


This agreement will be valid for the life of the project and RPA will commence operations of the Project upon the approval of this agreement by both parties and the receipt of the initial grant disbursement.

Accepted on behalf of **Anadarko Petroleum Corporation:**

  
\_\_\_\_\_  
Robert K. Reeves  
Senior Vice President, General Counsel,  
and Chief Administrative Officer

Jan. 6, 2011  
Date

On behalf of **Rockefeller Philanthropy Advisors, Inc.:**

  
\_\_\_\_\_  
Melissa A. Berman  
President & CEO

13 Dec 2010  
Date