

LETTER OF INTENT

This Letter of Intent is entered into as of the _____ Day of _____, 200__ by and between the undersigned parties hereto (the Parties) and shall remain in effect until the project is completed or until _____, 200__ and is not intended to be legally binding.

- I. The purpose of this Letter of Intent is to document the intention of the Parties to proceed promptly and in good faith to develop a Project Impact Center (PIC) located in the City of _____ in the State of _____.
- II. Without attempting to limit the ability of the Parties to finalize the structure of the transaction in the way most agreeable to either party, this Letter of Intent indicates that the Parties intend to participate in the development of the PIC identified above. The signers of this agreement shall appoint no more than three (3) representative from their respective organizations to serve on the steering committee that shall develop the PIC.
- III. Sponsoring Organization agrees to operate a PIC as an extension of its outreach ministry and shall incubate the program in a period of 8 -12 month as a volunteer program. During this period, Project IMPACT USA, Inc. shall assist the sponsoring organization to identify financial support.
- IV. By signing this agreement the Sponsoring Organization agrees to complete the Feasibility Study within 15 days.
- V. Project IMPACT USA, Inc. will make the final approval of the PIC based on the feasibility study. Upon final approval, the sponsoring organization will sign both the Affiliation Agreement and the Non-Disclosure Agreement and submit a payment of \$10,000 to cover PIUSA's costs to start the PIC.
- VI. This Letter of Intent is not a legally binding contract. Binding commitments will exist only after the Parties have signed both the Affiliation Agreement and the Non-Disclosure Agreement and the Sponsoring Organization has submitted a \$10,000 start-up fee.
- VII. In the event that the Parties elect not to proceed with the association, their sole obligation to each other shall be to respect their mutual confidentiality and return any information received by each from the other party during their association.
- VIII. The Parties are committed to do everything within their power to complete the development of the PIC with-in 90 days after completion of the initial training. The Parties also recognize that events and circumstances over which neither has control could prevent this from occurring by the above date and, if it is not possible to close the transaction by such date, then the Parties shall do everything in their power to close as soon thereafter as possible, however, within the original

or extended/revised term of this Letter of Intent.

- IX. The Parties shall keep confidential and shall not disclose any discussions, materials and data related to the association without the permission of Project IMPACT USA, Inc. and shall make no press releases or other public statements relating to the association. Data and documents passed between the Parties shall be returned to the rightful owner if the relationship contemplated by the Letter of Intent is not consummated.
- X. The Parties agree that this agreement will be considered null and void when one or more of the following conditions occur:
- Failure of the feasibility Study to indicate community support
 - Failure of the Sponsoring Organization to complete the feasibility Study within the designated time period unless an extension is mutually agreed to by both parties
 - Failure of the Sponsoring organization to secure the \$10,000 start-up fee
 - Failure of the Sponsoring organization to secure adequate staff and facilities as outlined in the Affiliation Agreement

IN WITNESS THEREOF, the Parties have signed this Letter of Intent as of the date set forth herewith.

Sponsoring Organization

Project IMPACT USA, Inc.

Representative's Name

Representative's Name

Name (print)

Name (print)

Title

Title

Date

Date