

STATEMENT OF INTENTION

This Statement of Intention is made by and between the Lions Eye Foundation of Southern California, Inc., a non-profit California corporation, hereinafter "Eye Foundation"; the Mobile Health Screening Project., Inc. a non-profit California corporation, hereinafter "Mobile Screening Unit" and the Lions Eye Foundation of Southern California Memorial Trust, a charitable trust, hereinafter "Memorial Trust." This memorandum of understanding is made with reference to the following facts:

- a. All three of the above entities were formed by members of Lions Clubs and operate for the purposes and with the objectives of The International Association of Lions Clubs to promote sight conservation and blind activities.
- b. Each of the above entities recognize that the specific purposes and objectives of each organization can best be performed by mutual cooperation among them and that such cooperation will better enable the above entities, obtain funds and property to finance their common objectives and to better publicize the purposes and objectives of Lionism among Lions Clubs, their members and the public.

In recognition of the foregoing matters, the undersigned by execution of this Statement of Intention signify their intention to develop a common marketing plan to unify their operations in the following manner: It is not the intention of the parties to make a legally binding contract.

1. Services to Be Performed by Each Entity. Each of the undersigned will operate its organization to fulfill the following purposes and objectives:

- a. The Mobile Health Screening Unit will purchase, maintain and use a specially designed motorhome, hereinafter the "Eye Mobile," for the purpose of conducting health, vision, and hearing tests at fairs and other events to be operated by Lions Clubs who are members of the Eye Foundation and other agencies serving the public at large.
- b. The Eye Foundation will provide funds and conduct projects relating to sight conservation and blind activity, including the assistance of Lions Clubs in providing glasses for distribution in other countries, providing funds to the Lions Dohen Eye & Tissue Bank and other organizations which perform sight conservation or blind activities and assist Lions Clubs in providing surgery for needy persons.
- c. Except as hereinafter provided, the Memorial Trust shall manage all major contributions received by any of the entities in one or more common funds and shall distribute the net income and principal to the extent permitted by its Declaration of Charitable Trust to assist the Mobile Screening Unit and the Eye Foundation. The Memorial Trust shall give priority to expenses of the Mobile Screening Unit and the Eye Foundation.

2. Fund Raising Efforts The undersigned shall cooperate with one another in the development of a common plans for publicizing the operations, goals, and objectives of the three entities for the purpose of increasing the monies available to fulfill the purposes and objectives of the undersigned.

- a. In order to achieve the foregoing objectives, the Eye Foundation shall assume the primary responsibility for developing and implementing the marketing plan from time to time, including development of literature, speakers bureau, promotional items and seminars promoting the unified plan of giving during lifetime or after death of a Lion or members of the public to the undersigned.

3. Division of Money and Property Received. Any money or property received by any of the undersigned shall be divided as follows:

- a. To the Eye Foundation:
 - 1) All donations by Lions Clubs who are or wish to become members of the Eye Foundation up to the sum of \$499;
 - 2) All charges by the Eye Foundation to the recipient of any services performed by it;
 - 3) The proceeds of any grants obtained by it from any source;
- b. To the Mobile Screening Unit:
 - 1). All charges by it to Lions Clubs or others for the use of the Eye Mobile;
 - 2) Any donations from Lions Clubs or others up to the sum of \$499;
 - 3) The proceeds of any grants or sponsorships obtained by it from any source;
 - 4) Any funds or property received on the distribution of the estate of Hazel Thompson;
- c. To the Memorial Trust;
 - 1) All tangible, real or personal property proposed to be contributed by any Lions Club, person or other entity to any of the undersigned. No such gift shall be received by any of the undersigned unless or until the gift has been investigated and authorized to be received under the gift acceptance policy of the Memorial Trust.
 - 2) All cash donations in excess of \$499;
 - 3) The proceeds of any life memberships issued by Eye Foundation or the Mobile Screening Unit;
- d. To each of the undersigned:
 - 1) Any rents, interest or dividends earned upon property held by it.

4. Joint Duties. The undersigned shall develop, continue and revise when appropriate common marketing programs in which the role of all three entities shall be described. No advertising, requests for funds, programs or other promotional activities shall be undertaken by any of the undersigned without describing the role of all three entities.

5. Liability for Payment of Expenses. Each of the undersigned shall be responsible for all expenses and liabilities incurred by it in the operation of such entity.

6. Disclaimer of Liability. It is not the intention of the parties hereto to create a co-partnership or joint venture among and between themselves and none of the undersigned shall be responsible for the debts, bills, or liabilities of each of the other entities to this Statement of Intention.

7. Duties

a. Each of the undersigned shall comply with the rules and regulations of The Statement of Intention.doc

International Association of Lions Club with respect to the use of the name of Lions, its trademark, and symbols in the individual and joint activities of the undersigned.

- b. Each of the undersigned shall to the maximum extent permitted by law cooperate with one another in the fulfillment of the purposes and objectives of the parties as set forth in this Statement of Intention.

8. Duties of The Eye Foundation. Subject to the rules and regulations of the Eye Foundation, the Board of Directors of the Eye Foundation shall manage all funds held by the Eye Foundation to pay its current and future expenses, debts and liabilities, and shall in addition to its obligations to the undersigned select such activities and projects as may enable it to expand any funds provided to it by the Memorial Trust for the purposes of sight conservation and blind activities. The Board of Directors of the Eye Foundation shall not substantially increase its expenditures without a reasonable expectation that funds for such purposes shall be distributed by the Memorial Trust to the Eye Foundation and to the Mobile Screening Unit in accordance with practices of the undersigned in the prior two years.

9. Duties of Mobile Screening Unit.

- a. Subject to the rules and regulations of the Articles of Incorporation and Bylaws of the Mobile Screening Unit, the Board of Directors of the Mobile Screening Unit shall not increase annual expenditures in an amount which cannot be substantially anticipated to be received from the Memorial Trust. The Board of Directors of the Mobile Screening Unit may set aside as a reserve or expend from time to time.
- b. Within 90 days after execution of this agreement, the Board of Directors of the Mobile Screening Unit shall amend its Bylaws to provide that all future election of members of the Board of Directors of the Mobile Screening Unit shall be elected by majority of the members of Board of Directors of the Eye Foundation and that the Bylaws shall further be amended to provide no subsequent amendment of the Articles of Incorporation and Bylaws of the Mobile Screening Unit shall be adopted without the written consent of the majority of the members of the Eye Foundation.

10. Duties of Memorial Trust. The Trustees of the Memorial Trust shall manage all funds and property held by it from any source, including the Eye Foundation and the Mobile Screening Unit in one or more funds as the Trustees may deem appropriate to fulfill the purposes of the entities to this Statement of Intention. The Trustees may employ accountants, professional investment advisors and such entities as they deem appropriate for these purposes.

- a. To the extent that income is available for such purposes, the Trustees of the Memorial Trust shall not less frequently than annually distribute any net income available to it to the Eye Foundation and the Mobile Screening Unit in sums sufficient to pay their regular expenses on an annual basis and to cover any new projects approved by it, conducted by either of said entities. Any funds not so distributed may be distributed by the Trustees to other charitable organizations located within the United States of America whose goals and objectives are the promotion of sight conservation and /or blind activities.

11. Withdrawal. Any entity to this Statement of Intention may withdraw from this agreement upon sixty days written notice to the other entities.

- a. Upon a withdrawal, no party is entitled to any property then held by another party to the Statement of Intention.
- b. Upon the withdrawal of any party, this Statement of Intention shall be in no further force or intent.
- c. Notwithstanding the withdrawal of an entity to this Statement of Intention, no entity shall thereafter make or suffer to be committed any adverse comment, criticism, or statement to any Lions Club or other person respecting the reason for withdrawal from this Statement.

IN WITNESS WHEREOF the undersigned have executed this Statement of Intention.

Dated: _____

LIONS EYE FOUNDATION OF
SOUTHERN CALIFORNIA, INC.

By: _____
President

Dated: _____

MOBILE HEALTH SCREENING
PROJECT, INC.

By: _____
President

Dated: _____

LIONS EYE FOUNDATION OF
SOUTHERN CALIFORNIA MEMORIAL
TRUST

By: _____
Chairman-Board of Trustees

Oscar Bugarini
5105 Fairway View Drive
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