

THIS LETTER OF INTENT (the “Agreement”) made as of this _____ day of _____, _____
(the “Execution Date”).

BETWEEN (the “Parties”) The Phoenix Group and _____,
Investor Name *Investor Address*

BACKGROUND

- A. The named investor wishes to associate themselves in business as a limited partner with The Phoenix Group.
- B. A period of negotiation and exchange of information is needed in order to finalize terms.

This Agreement will establish the basic terms included in a future Limited Partnership Agreement between the Parties. The terms contained in this Agreement are not comprehensive and it is expected that additional terms may be added and existing terms may be changed or deleted. The basic terms are as follows:

1. **NON BINDING.** This Agreement does not create a binding agreement between the Parties and will not be enforceable. Only the Limited Partnership Agreement, duly executed by the Parties, will be enforceable. The terms and conditions of the Limited Partnership Agreement will supersede any terms and conditions contained in this Agreement. The Parties are not prevented from entering into negotiations with third parties with regard to the subject matter of the Agreement.
2. **FORMATION.** By this Agreement the Parties signal their intention to enter into an investment relationship in accordance with the laws of the State of Texas subject to negotiation of the terms of the Limited Partnership Agreement. The rights and obligations of the Parties will be as stated in the applicable legislation of the State of Texas (the “Act”) except as otherwise provided in the Limited Partnership Agreement.
3. The purpose of the investment is to provide a documented commitment from the Investor to The Phoenix Group to enter into good faith negotiations with project owners of Socially Responsible Impact Investment projects.
4. The investor, by executing this Agreement, is committed to funding a \$ _____ (USD) investment to The Phoenix Group as equity transactions are required for project(s) negotiated by The Phoenix Group.
5. **TERM OF AGREEMENT.** This Agreement shall expire 12 months following the Execution Date (the “Expiration Date”).
6. **REPRESENTATIONS.** The Parties each represent and warrant that the qualifications, skills, and experience which they will each bring to the Agreement are truly and accurately reflected in any descriptions of the same given to any of the other Parties. The Parties further represent and warrant that they are each in a position to make any agreed capital contribution to the project(s) on, or in advance of, the need date(s) defined by The Phoenix Group. If the representations of one or more of the Parties are untrue upon the need for investment commitments, then any remaining Parties may terminate the Agreement without penalty.

INVESTOR APPROVAL OF AGREEMENT:

Printed Name Signature Date