



## **KASPAROV**

**CHESS FOUNDATION**

Kasparov Chess Foundation Asia Pacific  
143 Cecil Street, #18-00  
GB Building  
Singapore 069542  
Tel: (65) 96337946  
Business Reg. #201328272C

October 31, 2013

Dear Mr. Leong:

This agreement (the "Grant Agreement") applies to the grants totaling \$500,000 (such grants, in aggregate, the "Grant") made by the Kasparov Chess Foundation (the "Foundation") to Kasparov Chess Foundation Asia Pacific (the "Grantee") on several dates during the 2013 and 2014 calendar years (each such date, a "Grant Payment Date"). The Grant is made to support the Grantee's mission of promoting and encouraging the study and play of chess in East Asia, Southeast Asia and the Pacific Region, as a means of intellectual development (the "Project").

The Grantee agrees that, as of each Grant Payment Date, and as of the date of this Grant Agreement:

1. The Grant, as well as any income earned from any investment of Grant funds, (i) has been and will be used only for the Project, which has included and will include only exclusively, charitable or educational activities that are described in section 170(c)(2)(B) of the United States Internal Revenue Code of 1986, as amended (the "Code"), (ii) has been and will be expended in accordance with the Grant

[www.kasparovchessfoundation.org](http://www.kasparovchessfoundation.org)  
Make Your Move for Chess Education

A 501(c)(3) non-profit foundation  
80 Jesse Court  
Montville, NJ 07045  
Phone: (201) 317-8581  
[info@kasparovchessfoundation.org](mailto:info@kasparovchessfoundation.org)

Agreement, and (iii) has not been and will not be expended for any other purpose without the Foundation's prior written approval.

2. No part of the Grant has been or will be used (i) to attempt to influence legislation, (ii) to attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive, or (iii) to make grants to other organizations or individuals, or (iv) to undertake any activities for any purpose that would not be deemed to be a charitable or educational purpose described in Code section 170(c)(2)(B).

3. No part of the Grant has been or will be used (i) to fund an endowment, (ii) to purchase land, a building or a leasehold, (iii) to fund any renovation or other betterment of real estate, or (iv) to purchase any equipment with a useful life of more than one year.

4. If any part of the Grant was not or is not expended or committed in accordance with the Grant Agreement for charitable or educational purposes described in Code section 170(c)(2)(B), the Grantee will notify the Foundation, whereupon the Foundation will have the absolute right to change the terms of or cancel the Grant. If the Grant is cancelled, the Grantee agrees to return the unexpected amount of the Grant to the Foundation immediately and to provide an accounting as to the use of any expended funds.

5. The Grantee will submit a written report to the Board of Directors of the Foundation within a reasonable period of time after the final expenditure of the Grant funds. Except as set forth in the immediately succeeding sentence, if the Grant funds are expended over a period of time that exceeds one

[www.kasparovchessfoundation.org](http://www.kasparovchessfoundation.org)  
Make Your Move for Chess Education

A 501(c)(3) non-profit foundation  
80 Jesse Court  
Montville, NJ 07045  
Phone: (201) 317-8581  
[info@kasparovchessfoundation.org](mailto:info@kasparovchessfoundation.org)

year, the Grantee will furnish interim reports within a reasonable period of time after the close of each year during which Grant funds are outstanding, in addition to furnishing the final report. The Grantee will furnish to the Foundation a report for the 2013 and 2014 calendar years as soon as is reasonably practicable following the date of this Grant Agreement. These reports should discuss, but not limited to (i) the use of funds, (ii) compliance with the terms of this Grant Agreement, and (iii) the progress made by the Grantee toward achieving the purposes for which the Grant was made.

6. The Foundation may (i) monitor the progress of the Project (including by making site visits), (ii) discuss the Project, its implementation, and finances with representatives of the Grantee, and (iii) review records and other material, including records of receipts, expenditures and other financial records, connected with the Project, which the Grantee will maintain.

7. The Foundation hereby reserves the right to enforce the terms of this Grant Agreement, including by filing suit in a court of competent jurisdiction, and the Grantee agrees that the Foundation will have standing to bring any such suit.

8. This Grant Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement. Delivery of an executed signature page of this Grant Agreement by facsimile or by electronic mail in portable document format (PDF) will be effective as delivery of a manually executed signature page of this Grant Agreement.

[www.kasparovchessfoundation.org](http://www.kasparovchessfoundation.org)  
Make Your Move for Chess Education

A 501(c)(3) non-profit foundation  
80 Jesse Court  
Montville, NJ 07045  
Phone: (201) 317-8581  
[info@kasparovchessfoundation.org](mailto:info@kasparovchessfoundation.org)


9. This Grant Agreement will constitute the full understanding between the parties and will be governed by the laws of the State of New York.

\*\*\*

If the Grantee agrees to and accepts the terms of this Grant Agreement please sign where indicated below and return copy to **Michael Khodarkovsky** at **office@kasparovchessfoundation.org**

On behalf of the Foundation, may I extend every good wish for the success of this project.

Very truly yours,

  
Michael Khodarkovsky  
Executive Director

AGREED TO AND ACCEPTED BY  
Kasparov Chess Foundation Asia Pacific

BY:

  
Name: Ignatius Leong  
Title: Director

[www.kasparovchessfoundation.org](http://www.kasparovchessfoundation.org)  
Make Your Move for Chess Education

A 501(c)(3) non-profit foundation  
80 Jesse Court  
Montville, NJ 07045  
Phone: (201) 317-8581  
[info@kasparovchessfoundation.org](mailto:info@kasparovchessfoundation.org)