

July 25, 2022

Dear Prospective Anchor Members:

The purpose of this letter agreement (this “Agreement”) is to set forth the agreement pursuant to which **PREFECTURE NO. [1][0][0][3]** (“**NEWCO JPA 1.003-1**”), a Constitutional Entity (the “Prefectural Corporation”), has been engaged by the undersigned (the “**Principal**”) of a to be formed Joint Powers Authority (the “**JPA**” or limited partnership structure - the “**Partnership**”), in connection with the transactions contemplated herein.

In furtherance of U.S. Prefectural Commissioner Hatem Alghuti —mission to protect and Strengthen the Family Unit, by providing access to interest free mortgage loans for the American people and a constitutionally accurate, sound, safe, and honest medium of exchange to purchase and build for themselves and their posterity, the Partnership will propose a strategic alliance between the **Prefectural Anchor Institutions** (“**Anchor Institutions**”) a [] based association, and the Partnership (the “**Transaction**”), as more particularly described below.

Appointment and Retention of **NEWCO JPA 1.003-1**. Effective as of the date hereof, **NEWCO JPA 1.003-1** acknowledge their appointment to serve, and **NEWCO JPA 1.003-1** hereby agrees to act, as the sponsor of the Transaction. The individual representatives of the Principal set forth in **Exhibit A** attached hereto shall act as an advisory group (the “Advisory Group”) to provide instruction to **NEWCO JPA 1.003-1** with respect to the Transaction.

1. **Expenses**. **NEWCO JPA 1.003-1** shall be promptly reimbursed by the Trust established by declaration (referred herein as the “Millennial Trust Foundation”) in the manner described below — for all reasonable out-of-pocket expenses incurred in connection with the engagement contemplated hereunder, including services retained for the benefit of **PREFECTURE NO. [1][0][0][3]** (“Third Party Fees”).

2. **Fund Formation and Special Purpose Vehicles**. Promptly after the date hereof, **NEWCO JPA 1.003-1** and the Principal shall use good faith efforts to negotiate the structure of the JPA (Partnership). The purpose of the JPA and the proposed investment in the [Trust Property] is set forth on Exhibit B attached hereto. A preliminary, non-binding structure of the Partnership and various funds (including the formation of special purpose vehicles) is set forth on **Exhibit B** attached hereto.

3. **Promissory Note**. Upon execution of this Letter Agreement, the Millennial Trust Foundation - Fund I, JPA 1.003 shall designate one or more third party advisers to acquire and transfer the title secured the property conveyed in the promissory note attached herein as **Exhibit (D)**. **A final agreement shall include an amended and re-instated deed of trust.**

4. **Intellectual Property.** See **Exhibit E**.

5. **Appointment of Advisors.** The Principal hereby agrees [upon completing the requirements of Phase I detailed in the Schedule attached hereto as Exhibit E] that **NEWCO JPA 1.003-1** may appoint one or more third party advisers, in its discretion to the Advisory Group to act on behalf of the Partnership provide services to the Partnership including, without limitation: (i) asset manager, depositor, arranger, servicer, underwriter, broker dealers, trustee, investment bank, and other parties; and (ii) seek prospective investors of the Partnership. The Principal shall have the right to review and approve the appointment of any Advisor.

6. **Termination.** This Agreement shall terminate automatically upon the earlier of: (i) consummation of the Prefectural Caucus Requirements as detailed below - **Exhibit C**, (ii) the mutual agreement of the parties, or (iii) thirty (30) days after written notice of either party.

7. **Confidentiality.** The terms and conditions of this Agreement, the Partnership and agreements related to the Transaction and all communications between **NEWCO JPA 1.003-1** and the Principal, as well as their respective affiliates, are confidential and proprietary in nature (the "Confidential Information").

9. **Miscellaneous.**

(a) **Survival.** The rights and obligations contained in Sections 4, 5, 7, 8 and 9, shall survive the resignation or removal of Hatem Alghuti or any termination or expiration of this Agreement.

(b) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by fax or email (as evidenced by sender's confirmation such notice was sent) or three (3) business days after being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address as set forth below or as subsequently modified by written notice.

(c) **Governing Law; Venue.** If any dispute, controversy or claim arises out of or in connection with this contract, including any question regarding its existence, validity, interpretation, breach or termination (a 'Dispute'), it shall be referred, upon written notice (a 'Dispute Notice') given by one party to the other, to a senior member from each party. Any Dispute not resolved within 14 days of the Dispute Notice being received may be referred by either party to mediation before a mediator to be agreed between the parties or, failing such agreement, to be appointed by the Dispute Resolution Committee, which will include one individual or organization selected by each of the advisory group members and named in Exhibit A. If either party fails or refuses to agree to or participate further in the mediation procedure or

(d) if, in any event, the Dispute is not resolved within 60 days from receipt of the Dispute Notice, the Dispute shall be referred to and finally resolved by arbitration pursuant to the Rules of a Neutral International Arbitration. Failure to strictly abide by the terms of this section will adversely affect any right or protection offered to the advisory group member existing herein with respect to any benefit (including financial benefit) of the transaction. The principal amount of any capital investment made by the violating party will be returned within 90 days of notice of violation.

(e) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY FOR ANY CLAIM ARISING OUT OF RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(f) Amendments and Waivers. term of this Agreement may be amended or waived only with the written consent of the Principal.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

(h) NO LEGAL, TAX OR ACCOUNTING ADVICE FROM FORTIS. THE PRINCIPAL IS NOT A LAW FIRM OR AN ACCOUNTING FIRM AND DOES NOT PROVIDE ANY LEGAL, TAX OR ACCOUNTING ADVICE. THE PRINCIPAL ACKNOWLEDGES THAT HE SHOULD NOT CONSTRUE ANY ACTIONS OF PRINCIPAL IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTION AS CONSTITUTING LEGAL, TAX OR ACCOUNTING ADVICE. THE PRINCIPAL REPRESENTS AND WARRANTS THAT HE WILL RETAIN (OR WILL AUTHORIZE NEWCO JPA 1.003-1 TO RETAIN ON THEIR BEHALF) LEGAL COUNSEL OR ACCOUNTANTS AS REQUIRED IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Facsimile or PDF electronic copies shall be treated as originals.

(j) Severability. If any part of this Agreement is deemed to be invalid by any court of law, the remaining provisions of this Agreement shall remain in full force and effect and may be enforced in accordance with the provisions hereof.

(k) Third Party Rights. Nothing expressed or referred to in this Agreement will be interpreted or construed to give any person or entity, other than the parties and, to the extent permitted by this Agreement, the respective heirs, successors and assigns of the parties, any legal or equitable right, remedy or claim under or with respect to this Agreement or any term, condition or other provision of this Agreement.

(l) Interpretation of Agreement. This Agreement constitutes a fully negotiated agreement among commercially sophisticated parties and therefore shall not be construed or interpreted for or against either party hereto and no presumption or burden of proof shall arise favoring or disfavoring either party hereto by virtue of the authorship of any of the provisions of this Agreement.

(m) Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof.

(n) Further Assurances. Each party hereto shall cooperate and shall take such further action and shall execute and deliver such further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.

Please execute this Agreement in the space(s) provided below to confirm our mutual understandings and agreements as set forth in the Agreement, effective as of the date first set forth above.

Accepted and Agreed to:

[MAJORITY HOLDER 1]

By: _____

Name: _____

Its: _____

EXHIBIT A - ADVISORY GROUP MEMBERS

<u>MAJORITY HOLDER</u>	<u>INDIVIDUAL REPRESENTATIVE</u>	<u>EMAIL</u>	<u>TELEPHONE</u>
Hatem Alghuti	Officer PC2		281-667-2662

<u>ADVISOR</u>	<u>INDIVIDUAL REPRESENTATIVE/ ORGANIZATION</u>	<u>EMAIL</u>	<u>TELEPHONE</u>
Hatem Alghuti			281-667-2662
LP / Investor			
Anchor I			
Anchor II			
Anchor III			
Anchor IV			
Anchor V			
Anchor VI			
Anchor VII			

EXHIBIT- B

EXHIBIT B - GENERAL TERMS

The following terms and conditions of the proposed investment in **NEWCO JPA 1.003-1** remain subject to changes and prior to the end of Phase I - final definitive documentation will incorporate market and other variables. The parties shall agree to non-binding terms related to the JPA “Terms Agreement” which will be added to and made a part of this agreement. The Terms Agreement shall include the name of the JPA, the responsibility of each member, potential distribution between the participants, the business plan to establish a JPA committee between faith communities for the purpose of implementing various financial and technology initiatives to strengthen the family unit.

DETAILS-1 - SHARES OF THE BLOCK CORPORATION

Description	Share(s)	Unit Price	Cost	
US	10	1.00 Silver	10.00 NID	\$1.29292929
Block Corp Shares	21000			10,495 Available

Anchor Institutions - 1.00 Dollar Silver for Ten shares of Block Corp #3 - as recorded in the Books of the Trust.

OPTIONAL SALE IN CURRENCIES OTHER THAN GOLD SILVER

Description	Share(s)	Unit Price	Cost	FUNCTION
(A) US	1 share	\$10.00	1.00 NID	$A / B = 0.817$
(B) England	1 share	£8.17 *** (\$1.224 per £)	1.00 KOI	$B / C = 0.869$
(C) Jordan	1 share	7.10 JD		$(A / B) \times (B / C) = 0.709973$

Approval of Prefectural Commissioner Required. This Table is used for information purposes only.

Purpose of Partnership

The purpose of the Partnership shall be to acquire debt or equity in {BLOCK III CORP BOND} in the United States of America (the “Underlying Assets”). The Underlying Assets are expected to include debt and equity securities issued by multiple originators of {LP} Member Institutions (the “LP Obligors”), and may include and not be limited to purchases of Prefectural Corporate securities in private or public offerings or secondary transactions. The Partnership will be managed by an entity to be chosen by the Majority Holder with the approval of the Advisory Group to analyze and select the Underlying Assets on behalf of the Partnership, subject to the following:

The Partnership shall execute the first interest free loan by acquiring 140 Bonds, the proceeds of the bonds will be distributed to **three funds (i)** The Fund-I will acquire the note securing the residence of the officer or sponsor of the Prefectural Corporation, (ii) Blocker Holding (ii) US MADINAH MINT SERVICE JPA. The JPA will mint Fifty (50) US-614 Rounds per bond - or - One Thousand (1000) US-614 Coins per Anchor (DCXIV-DOLLAR BOND).

Six Interest Free loans will be extended to each Anchor including members of the Advisory Group in Phase II - See Schedule (Attachment F). Phase I is expected to be complete upon establishing 475 Prefectural Corporations.

Activities of JPA

NEWCO principal activities will be to (i) serve as a strategy manager and officer of the Prefectural Corporation (ii) introduce the Partnership to potential candidates of the Partnership to serve as advisors and Anchor Institutions for the Caucus, whom the Partnership will meet with, conduct due diligence on, and ultimately engage in its sole discretion to execute the Strategy on its behalf using funds from the **BLOCK III CORP FUND**, and (ii) ensure that each investment so made by the Strategy Manager on behalf of the Partnership includes terms and conditions designed to meet the **family first** initiative and other goals stated in the **Prefectural Commission Family program**.

Expenses of the Partnership

The Partners shall pay the expenses of the Partnership from the fund, expenses will include any fees and other compensation payable to NEWCO and its affiliates in respect of the services provided by them (to be mutually agreed by those parties).

EXHIBIT- C

EXHIBIT C - ANTICIPATED ORGANIZATION STRUCTURE**General Information**

Prefectural Corporation	The directors shall consist of the nine members of the advisory board. See on Boarding process on Pg 12-16.
Block Corporation	The membership requirement of each anchor institution must be an organization with at least seventy (70) members including the member of the Advisory Group, who meet at least two times per month. The institution must share values consistent with the purpose of the caucus. The Maximum number of Block Corp per Caucus I is 1475.
Prefectural Caucus I - House	Is an area with at least 700,000 households but no more than 712,500. Autonomous Self- Governing Designated area.
Prefectural Caucus II - Census	Is an area with a population no less than 700,000, but no more than 712,500.

Prefectural Caucus

- i. Each household shall be registered as one company¹.
- ii. A minimum of nine companies (or household's) shall be required to establish a (*Residency Corporation*²). The Resident Commissioner shall designated a company of the Corporation to uphold the provisions of one or more articles of this charter. The corporate sole which the companies incorporated under shall serve as the **Resident Manager**.
- iii. **Prefectural Corporation** ("Area Corp") shall consist of six (6) Residency Corporation's, or fifty-four (54) Companies who shall then appoint a chairman, secretary, treasurer. The total number of seats (including the board members) is fifty-seven.

¹ Company- the procedure is similar to one taken by Anchor (Prefectural Corp) Refer to page 12 - 16

² Residency Corporation - On boarding for company and residency corp begins after phase I

- iv. The *Resident Commissioner* of Block #2, has issued a bond establishing a total of 12,500 *Area Corporations* for the first prefectural caucus of the United States of North America, established in the Territory known as Texas, and shall be known as the **County of Leagued Cities**³.
- v. One Financial District shall be established and assigned to each prefectural caucus. Treasury shares shall be held in trust in the books of each individual company of the Prefectural Caucus.

Additional Notes on Optional Organization

- vi. Optional Organizations: Eight (8) Area Corporations form *One Block Corporation*. The Second Block (#2) is sealed upon establishing the ninth Area council. The chairman, secretary, treasurer of the ninth Area Council (Block# 3) will be included in the population count for Block #2. Each Block will consist of no more than *four hundred and eighty-three* (483) Corporate seats or entities. (10,000 shares issued).
- vii. The number of ***Block Corporations*** in one prefectural caucus shall not exceed one thousand four hundred and seventy five (1475) Prefectural Corporations.
- viii. The Number of prefectural caucuses in the United States for the Gregorian year 2024 shall be recorded as four-hundred and seventy-five (475).

³ COLC

FORMATION

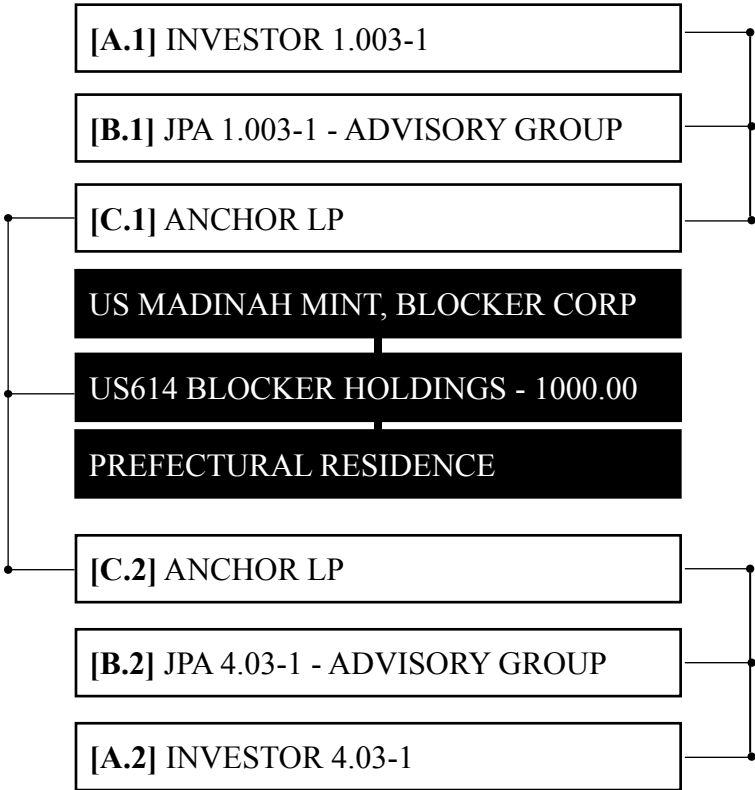


EXHIBIT - E

EXHIBIT (E)- ONBOARDING PROCESS

**CERTIFICATE OF INCORPORATION
OF
PREFECTURE NO. [] [] [] [] —UNITED SOVEREIGN ALLIANCE, JPA.**

ARTICLE I

The name of the JPA is [THE UNITED SOVEREIGN ALLIANCE ("USA"), US ENTITY]

ARTICLE II

The registered office of the corporation is []. The name of the registered agent is [].

ARTICLE III

The nature of the JPA or purpose to be conducted by the company is to engage in any lawful act or activity for which the company may be organized under an Organic Act, and under [compliant] general laws in accordance with the charter establishing the corporation].

ARTICLE IV

The total number of shares of stock which the corporation shall have authority to issue is [1000] shares of common stock, par value [0.01⁴] dollars per share.

ARTICLE V

The name and mailing address of the incorporator is as follows:

Name

Mailing Address

ARTICLE VI

The powers of the incorporator shall terminate upon filing this certificate of incorporation. The name and mailing addresses of the persons who are to serve as directors until the first annual meeting of stock holders or until their successors are elected and qualify is:

Name

Mailing Address

⁴ Refer to Bylaws – treasury stock. Dollars or USD is defined in Appendix-01 (refer to 10.00 dollars –or– one-half gold dinar)

ARTICLE VII

In furtherance and not in limitation of the powers conferred upon the people by Almighty God in accordance with the Criterion and the constitution of the United States of North America, the board of directors are expressly authorized and empowered to adopt, amend and repeal bylaws of the corporation, subject to the power of the stockholders of the Joint Power Authorization to adopt, amend or appeal and bylaws made by the Board of Directors.

ARTICLE VIII

Unless and except to the extent that the bylaws of the Corporate shall so require, the election of directors of the corporation need not be by written ballot.

ARTICLE XI

Any amendment, repeal, or modification of the foregoing sentence shall not adversely affect any right or protection of the of a director of the corporation existing hereunder with respect to any act or omission occurring prior to such amendment, modification, or repeal.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore named for the purpose of forming a corporation pursuant to the charter attached herein [], does hereby make and file this Certificate of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly has hereunto set the incorporator's hand this _____ day of _____, 2022.

_____, Incorporator

**ARTICLES OF ORGANIZATION
OF
[NEWCO JPA 1.003-1 , Corporate Sole]**

The undersigned, acting as organizer of a corporate sole under the Autonomous Self-Administrative Designation Act of the DCXXII Charter (the "Act"), pursuant to Chapter Two Article 282 of the Criterion, does hereby adopt the following Articles of Organization for [NEWCO JPA, Corporate Sole] (the "company").

#555

**ARTICLE I
NAME**

The name of the company is [NEWCO JPA 1.003-1, Corporate Sole]

**ARTICLE II
DURATION**

The period of the company is perpetual, or until the earlier dissolution of the company in accordance with the provisions of its regulation.

**ARTICLE III
PURPOSE**

The purpose for which the Company is organized is the transaction of any or all lawful business for which the company may be organized under the Act.

**ARTICLE IV
REGISTERED OFFICE, AGENT**

The address of the Company's initial registered office is described as

_____, and the name of the Company's initial registered agent at that address is _____(given name), the son of _____ (fathers name), _____ (surname).

**ARTICLE V
MANAGEMENT**

The company will initially be managed by one manager. The manager of the Company.

Name

Address

**ARTICLE VI
Organizer**

The name and address of the organizer is, _____,
Street number , street name, city.

The powers of the organizer shall terminate upon filing of Articles of Organization.

IN WITNESS THEREOF, these articles have been executed on _____,
by the undersigned sole organizer.

_____, Organizer

BYLAWS
OF
[NEWCO US ENTITY, JPA]
A CONSTITUTIONAL ENTITY
Date of Adoption
_____, 20_ _