

CONTRACT FOR INFRASTRUCTURE, UTILITY SERVICES, MINERAL RIGHTS, AND ESTATE DEVELOPMENT

Entered into this 21st day of November, 2024

By and Between:

Padgett-Alaina;Letresia, acting as the Postmaster General and Executrix of the Verdigris Botanica Estate (hereafter referred to as “The Estate”), with correspondence addresses at:

- P.O. Box 15, Muldraugh, KY 40155,
- 728 Crescent Way, Radcliff, KY 40160, and
- 5160 Old Mill Rd, Brandenburg, KY 40108;

And

The United States Postal Service (USPS), the United States Post Office (USPO), and any other applicable public or private entities (hereafter collectively referred to as “The Service Providers”), in coordination with the Universal Postal Union (UPU) where necessary.

RECITALS

WHEREAS, The Estate, under the authority vested in the Postmaster General (Postmasterius Generalis), seeks collaboration with The Service Providers to establish, enhance, and maintain critical infrastructure, including but not limited to:

- Electrification,
- Water supply systems,
- Public utilities (e.g., telecommunications, internet),
- Roads, highways, and postal access infrastructure,
- The acquisition and development of land and housing for the benefit of The Estate and its beneficiaries (beneficiarii),
- The extraction, management, and monetization of mineral resources to ensure financial solvency (solventia);

WHEREAS, The Service Providers agree to support and facilitate these efforts under the terms and conditions herein, in compliance with:

1. The Postal Reorganization Act of 1970 (39 U.S.C.),
2. The Universal Postal Convention, established under the Universal Postal Union (UPU),
3. Federal Mineral Leasing Act (30 U.S.C. §§181 et seq.),
4. General Mining Law of 1872,
5. National Environmental Policy Act (NEPA),
6. Fair Housing Act (42 U.S.C. §§3601 et seq.),
7. Public Utility Holding Company Act of 1935 (PUHCA) for utilities,
8. Any other applicable federal, state, or local regulations.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

The Service Providers shall:

1.1 Electrification:

Develop and maintain an energy system sufficient to meet the current and foreseeable needs of The Estate, including but not limited to renewable energy options, with particular consideration for sustainability, environmental impact assessments, and compliance with related federal and state regulations.

1.2 Water Utilities:

Ensure access to clean, potable water through appropriate sourcing, and establish systems for waste management that comply with environmental regulations and provide safe sewage systems.

1.3 Public Utilities:

Provide reliable public services, including but not limited to internet, telecommunications, and natural gas, while adhering to industry standards and public utility regulations necessary for The Estate's functionalities.

1.4 Highways and Postal Roads:

Construct and maintain roads and corridors that ensure unrestricted access to The Estate and its facilities, complying with USPS access regulations, and facilitate any required zoning and planning permissions from local authorities.

1.5 Land and Housing Development:

- Facilitate the financial support necessary for The Estate to purchase land and housing for residential and estate-related development, while prioritizing sustainable and community-integrated designs;
- Identify and pursue acquisition opportunities that align with the Estate's objectives of sustainability (sustentatio) and long-term value, including navigation through applicable zoning and land-use laws;
- Collaborate with local and federal programs to ensure funding access under Fair Housing and Housing Development Laws, and ensure that all acquisition processes remain compliant with public bidding requirements where applicable.

1.6 Mineral Rights Management:

- Collaborate with The Estate to identify, extract, and manage mineral resources located on or beneath the properties owned by The Estate, including but not limited to:
 - Conducting geological surveys to locate valuable minerals, including oil, gas, coal, metals, or other natural resources.
 - Establishing extraction agreements that ensure responsible and sustainable operations while adhering to best practice standards in environmental management.
 - Providing financial remuneration for extracted resources based on the agreed royalty structure outlined in Exhibit C, ensuring all transactions comply with federal and state leasing regulations.
 - Ensuring all activities comply with the Federal Mineral Leasing Act, General Mining Law of 1872, and any other applicable environmental protections articulated under NEPA.

1.7 Postal and International Law Compliance:

Ensure that all services provided and infrastructure projects undertaken adhere to USPS standards and regulations as defined in the Universal Postal Union (UPU) Constitution and Postal Convention Articles, emphasizing accessibility, efficiency, and compliance with international standards where applicable.

1.8 Custom Services:

Address additional infrastructure and estate needs as specified in Exhibit A (attached), including but not limited to landscaping, environmental conservation measures, and any needed enhancements following consultations with relevant experts.

2. TERM OF CONTRACT

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for a term of five (5) years unless terminated earlier in accordance with the provisions contained herein.

2.2 The Agreement may be renewed for an additional term by mutual written consent of both parties, subject to renegotiation of terms and funding as necessary.

3. FUNDING AND PAYMENT

3.1 Funding Sources:

The Service Providers agree to assist in securing funds for land and housing purchases through:

- Estate resources,
- Federal housing grants and subsidies,
- USPS/UPU development programs,
- Royalties generated from mineral resources extracted by The Estate.

3.2 Payment Terms:

- Payments for services rendered under this Agreement shall be disbursed according to the milestones outlined in Exhibit B, with clear criteria for evaluation before each payment is executed.
- In the event of failure to meet the milestones, The Service Providers shall provide a suitable remediation plan to The Estate.

3.3 Housing and Land Acquisition Payments:

Funds allocated for land and housing acquisition shall be directly transferred to The Estate upon the approval of purchase agreements, with all transactions documented through appropriate fiscal oversight.

4. TERMINATION

4.1 Termination for Convenience:

Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party.

4.2 Termination for Cause:

If either party fails to comply with the terms of this Agreement, the other party may terminate this Agreement with immediate effect by providing written notice of such non-compliance.

4.3 Effect of Termination:

Upon termination, all obligations under this Agreement shall cease, except those that expressly survive termination, including but not limited to confidentiality obligations and payment of services rendered.

5. INDEMNIFICATION

5.1 The Service Providers shall indemnify and hold harmless The Estate against any and all claims, losses, damages, liabilities, judgments, or expenses, including reasonable attorney's fees, arising out of or resulting from the Service Providers' performance under this Agreement, except in cases of gross negligence or willful misconduct by The Estate.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, United States. Both parties consent to the jurisdiction and venue in the courts of Kentucky for any disputes arising from this Agreement.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof. No modifications shall be effective unless in writing and signed by both parties.

8. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent possible.

9. MISCELLANEOUS

9.1 **Confidentiality:** Both parties agree to maintain the confidentiality of all proprietary information received from one another and shall not disclose such information to third parties without the prior written consent of the disclosing party.

9.2 **Assignment:** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

9.3 **Notices:** Any notice required to be given hereunder shall be in writing and shall be deemed given when delivered personally, or when sent by certified mail, return receipt requested, to the addresses stipulated above, or to such other address as either party may provide in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

(Padgett-Alaina;Letresia)
Postmaster General and Executrix
Verdigris Botanica Estate

(Authorized Representative)
United States Postal Service

