

Draft

MEMORANDUM OF UNDERSTANDING (MOU)

This MEMORANDUM OF UNDERSTANDING (MOU) is executed on the 14 day of September 2021 INTERNATIONAL AGREEMENT referred to as 8.b.

BETWEEN

State of SCNRFP (SOUTHERN CHEROKEE NATION AND THE RED FIRE PEOPLE)

(Hereinafter referred to as "State of SCNRFP")

a Neutral Nation

AND:

XXXX

(Hereinafter referred to as "XXXX")

Hosting Nation

WHEREAS XXXX (XXXX) and The State of SCNRFP (SCNRFP) has recognized each other as an international independent sovereign nation and state, a country and nothing within this agreement shall impede nor diminish, nor attempt to impede nor diminish either of the country's sovereignty.

WHEREAS the "State of SCNRFP" and the "XXXX" shall consult with each other about, funding, loans and assistance available to the "XXXX" as offered by the Recognition and the Extraterritorial Trade Mission Office (ETMO) International Agreement referred to as 8.a. by which has already been properly executed by and between the "State of SCNRFP" and the "XXXX".

AND WHEREAS Our Great States also comes together in a good way for Peace and Good Will, and the "State of SCNRFP" hereby officially offers and shall provide support and technologies via trade and commerce, economic development, social needs, technology transfers, education, medical, skilled trade center, housing, agriculture, renewable and alternative energies, shipping, mining, remediation, waste, water, green and brown energies to include oil and gas, infrastructure, domestic jobs, banking, financing, trading, investments, communications, flagging nation, financial center, friendly society, gaming, flagging nation, peace keeping, artificial intelligence (AI), machine learning, robotic process automation or rpa, edge computing, virtual reality and augmented reality, cybersecurity, blockchain, internet of things (IoT), financial center to include a sovereign private banking system, e-trade, humanitarian needs and methods of funding via through and from within our established extraterritorial trade mission office within the "XXXX", allow a foreign capital of the "State of SCNRFP", "State of SCNRFP" international territory shall be allowed to make an ISO change of address of said territory under term of this agreement, whereby it can be changed back by the "XXXX" at such time the agreement ends, and the "XXXX" remains owner of said land unless "XXXX" would decide to sell to the "State of SCNRFP", otherwise ownership control remains with the "XXXX" not the "State of SCNRFP".

The passport of the "State of SCNRFP" shall be accepted by the "XXXX" without visa being required, as the "State of SCNRFP" will accept the passport of the "XXXX" without visa being required. The currency of the "State of SCNRFP" shall be accepted by the "XXXX" as will the "State of SCNRFP" will accept the currency of the "XXXX". State of SCNRFP can be available for use of being a protecting power as a neutral nation. Under the 8.a. was established the approval of the ETMO of the State of SCNRFP within the "XXXX".

AND WHEREAS whereby in signing this 8b investments via "State of SCNRFP" and other valuable benefits will be made available to the "XXXX" Any of the profit centers established within the foreign boundaries of the 8.b. shall be fairly and equally shared with the "XXXX".

AND WHEREAS the Territorial projects shall be to the benefit of both the "State of SCNRFP" and the "XXXX" whereby some projects shall be cooperated by both the "State of SCNRFP" and the "XXXX".

AND WHEREAS with the signing of this agreement the two countries agree to create a method by which both countries shall communicate together for the purpose of the project participation include but not limited to developing and opening a joint task force team for the further cooperation by and between both countries.

AND WHEREAS the two countries having read and understand do hereby agree with this MOU by which both countries confirm with by signing this agreement.

AND WHEREAS in signing this MOU International Agreement the "XXXX" and "State of SCNRFP" agree that it has been ratified by both the "State of SCNRFP" and "XXXX" (Countries).

NOW THEREFORE in consideration of the foregoing provisions, the parties hereto jointly agree to the following:

1. DEFINITIONS

1.1 Where used in this MOU, the following terms have the following meanings:

"Commencement Date" means the date on which this Agreement is signed by the parties.

"MOU" means this Memorandum of Understanding.

"Parties" means parties to this MOU.

"Schedule" means the Schedule A that is attached to this MOU.

2. INTERPRETATIONS

2.1 In this MOU, unless the context otherwise requires:

- a) Headings are for convenience only and do not affect the interpretation of this MOU.
- b) Words importing the singular include the plural and vice versa.
- c) General words in this MOU shall not be given a restrictive meaning by reason of their being preceded or followed by indicating a particular class of acts, matters or things or by examples falling within the general words; and

- d) A reference to a document includes an amendment or supplement to, or replacement or novation of, that document but disregarding any amendment, supplement, replacement or novation made in breach of this MOU.

3. DURATION OF THE MOU

- 3.1 This MOU is for a period of 99 years commencing on the Commencement Date (signing of this agreement), with an automatic renewal terms of 99 years terms to follow.
- 3.2 This MOU could be extended beyond the automatic renewal period by the written approval of the Parties.
- 3.3 This MOU shall be Reciprocal and Irrevocable.

4. OBLIGATIONS OF THE PARTIES

- 4.1 The Parties agree to cooperate together to achieve all projects for the discussion with credit and all projects for discussion with investment that are listed under Schedule A to this MOU.
- 4.2 The Parties agree to start to proceed in order to possible the projects listed under Schedule A after signing the MOU.
- 4.3 The Parties agree to carry out a feasibility study to make plans within 30 days of the conclusion of the MOU. No feasibility study necessary to open and operate the gaming, banking, and other selected projects.
- 4.4 The Parties shall not expose by any means any document, information, and otherwise marked "Classified" and or "Non-Disclosure (NDA).
- 4.5 "XXXX" is to provide Access Account with the "XXXX" National Bank for the "State of SCNRFP" development funds.
- 4.6 "State of SCNRFP" territory shall have sovereign jurisdiction access to inland and offshore to extend to the international waters.
- 4.7 "XXXX" shall provide the full and complete description of the territorial boundaries of said first assigned land to the "State of SCNRFP" within 10 days of the signing of the MOU and or before.

5. TERMINATION AND AMENDMENT

- 5.1 Subject to amendment or earlier termination in accordance with this clause, this MOU will continue for the Team as specified in clause 3 of this MOU.
- 5.2 This MOU may be terminated by mutual consent of the Parties.
- 5.3 This MOU may only be amended by agreement in writing between the Parties but not otherwise.

6. GENERAL

- 6.1 The Parties intend to work together pending any contracts or subcontracts resulting from efforts under this MOU and shall remain in effect, subject to the terms and conditions therein to include but not limited to those specified under Schedule "A".
- 6.2 The Parties agree to settle any disputes arising between them in an amicable manner.
- 6.3 This Agreement shall be governed by the International Law, The International Court of Justice (ICJ) and Any Disputes shall be resolved by Permanent Court of Arbitration (PCA).
- 6.4 This MOU may be executed in Counterparts.
- 6.5 This document shall be ratified within a timely manner and without delay in writing by "State of SCNRFP" and "XXXX" by the procedures allowed and in keeping with the country's constitution (constitution: whether written or uncodified constitution).

IN WITNESS WHEREOF, this Agreement shall be binding and effective upon execution by both signing Countries. The Countries hereto have caused this Agreement to be executed by their duly authorized officers of the state as of the effective date. By Signing below countries acknowledge they have read and understand the complete MOU and agree to the same. In witness whereof, "XXXX" and the "State of SCNRFP" (COUNTRIES) have caused this Agreement to be Executed and delivered as the date set forth hereinabove.

EXECUTED on behalf of XXXX

Official Seal of the XXXX

Title:

Branch:

Signatory Authority

Contact Email:

Address:

IN THE PRESENCE OF NOTARY OR WITNESS:

EXECUTED on behalf of the State of SCNRFP
H.E. Chief Gees-Due OO-Neh-Gah Usti
By the Chief Prime Minister
Signatory Authority
Approved by the Theocracy Government
Contact Email: stateofscnrfp@stategov.services

Official Seal of the State of SCNRFP

IN THE PRESENCE OF NOTARY OR WITNESS:

State of SCNRFP

Before me personally appeared State of SCNRFP represented by Chief Prime Minister Usti, to me known personally and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to me and before me that each, individually, did execute said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the Nation aforesaid, this XX day of XXXX 2021.

U-Do-Hi-Yu A-Da-Nv-Do
NOTARY PUBLIC
State of SCNRFP
My Comm. Expires 02 January 2025

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Notary Signature **XX/XX/2021**
Date
Notary Public
State of SCNRFP, Approved by the Theocracy Government

My Commission Expires: Perpetual

Seal:

SCHEDULE A

Projects for Credit Assistance and Under Reviewed for Investment

To Include but Not Limited To:

1. Infrastructure
2. Health/Medical
3. Education/Training
4. Habitat
5. Energy (Standard, Renewable, Alternative and Otherwise)
6. Electrical Grids and Micro Grids
7. Water
8. Waste and Waste to Energy
9. Remediation
10. Transportation
11. Agriculture
12. Communications
13. Government and National Housing
14. Technologies
15. "XXXX" agrees to provide land to be used for the purposes of the 8a agreement (land can be in a single location or multiple locations as needed that is best suited for the developments and activities as is best for the "XXXX")
16. To Be Determined (TBD)

Further, To Be Determined (TBD)

Investment Projects

To Include but Not Limited To:

1. Peace Keeping Programs
2. Police Programs
3. Financial Center
4. Development Banks
5. General Hospital System under plan and review
6. Manufacturing to include Low-Cost Pharmaceuticals and Nutraceuticals with the under plan and review.
7. Cancer and Heart Centers
8. Western and Traditional Medicines Center
9. Research and Development R&D Centers
10. Flagging Nation
11. Accredited Schools, Colleges, and Universities, Internet and Brick and Mortar
12. SCNRFP Banking and Financial Town, Internet and Brick and Mortar
13. Depository, Internet and Brick and Mortar
14. SCNRFP complete Banking and Transport Services, Trust, Estates, Wealth Management, Currency and Stock Exchange, Hedger Funds, Insurance, Trade, Diplomatic Courier, Postal Service and Otherwise Related

15. All Purpose Communication Network System for Multiple Use
16. Cement Factory
17. Oil and Gas and Mining
18. On and Offshore
19. Upstream and Downstream Investment and Operations for Oil, Gas, Mining
20. Oil, Gas, and Cargo Shipping
21. Port Development Inland and Offshore
22. Agriculture and Fisheries, to include Agriculture Product Cultivation, and Contract Growing
23. Communications to include but not limited to a 5G
24. Gaming and Resort, Internet and B&M
25. E-Trade Center
26. Exploration
27. Create and Implement Technologies
28. Research and Development R&D
29. Distribution and Redistribution Centers
30. Import and Export Between the State of SCNRFP and "XXXX" (Countries)
31. Transportation
32. CC-7
33. CC-7 Import and Export
34. Safe Harbors
35. Protecting Power
36. NNIA Convention
37. Internet and Brick and Mortar Economic Development, Social Needs, Humanitarian and Otherwise.
38. Infrastructure

Projects Introduced by "XXXX" Desiring Financing and or Investment

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Further, To Be Determined (TBD)