

**LETTER OF AGREEMENT
BETWEEN A&O SHEARMAN LLP
AND
HENDRIK SCHMIDT**

- 1. Parties.** This Letter of Agreement (from now on named: LOA) is made and entered into by and between A&O SHEARMAN LLP (from now on named The Attorneys) and HENDRIK SCHMIDT (from now on named The Partner).
- 2. Purpose.** This LOA aims to establish the terms and conditions under which The Attorneys and The Partner will conduct them according to mutually agreed terms concerning receiving and distributing donations to be received from well-meaning Donors and being facilitated by Mrs. KAROL VINSON.
- 3. Terms of the LOA.** This LOA is effective upon the day and date last signed and executed by the duly authorized parties to this LOA and the governing bodies of the parties. This LOA may be terminated, without cause, by either party upon [2 months] written notice, which notice shall be delivered by hand or by certified mail to the address listed above. This LOA shall be interpreted and governed by the laws of the State of Michigan or any country in which any breach occurred, giving rise to dispute between the parties, at the option of the aggrieved party.
- 4. Donation.** This is to certify that the Partner has been approved to receive a donation of \$13,000,000.00 (Thirteen Million US Dollars) and food and clothing for up to 5,000 people.
- 5. Terms of Donation.** The Partner agrees to the following Terms:

 - I. To accept 30% of the cash donation equivalent to \$3,900,000.00 (Three Million, Nine Hundred Thousand US Dollars) to be spent on running expenses? The funds will be spent on salary for the working team, transportation, communication, etc.
 - II. To keep the Donor's identity confidential because they are not looking to be thanked or talked about.
 - III. To receive donations from the Donors through an existing and well-known charity organization.
 - (IV) The Partner further clarifies not to who falls in the category below:
 - (A) Persons convicted of a felony, criminal fraud, gambling, or a gambling-related offense whose sentence, parole, mandatory supervision, or probation ended less than 5 years ago.

A&O

SHEARMAN LLP

A LIMITED LIABILITY PARTNERSHIP (LLP)

New York County Courthouse
60 Centre Street, New York,
NY 10007, USA

Telephone: +1 (301) 690-0503

(B) Persons convicted of a misdemeanor involving moral turpitude whose sentence, parole, mandatory supervision, or probation ended less than 5 years ago.

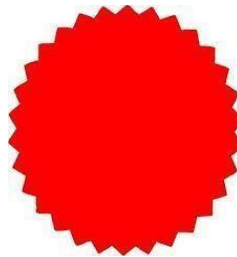
(C) Persons who are or have been professional gamblers.

6. Signatures. In witness of this, the parties to this LOA have executed it on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this LOA as set forth herein.

All words in the LOA are singular, shall also include the plural and vice versa and words in the male gender shall also be construed in this LOA to include the female and neuter gender; This LOA is made in two (2) copies, one (1) copy each to the two (2) parties, each of which shall be deemed an original.

AS MENTIONED, this LOA is consciously and willingly reached, signed, and delivered between both parties. The effective date of this LOA is the date of the signature last affixed to this page.

 DATE: 27th JAN 2026.
[THOMAS H. STANLEY] for A&O Shearman LLP



[HENDRIK SCHMIDT] DATE: