

**SECURED PARTY CREDITOR “DONE 4 U”
PROCESS ARRANGEMENT
MAILING ADDRESS
CHANGED JAN 27, 2016**

LETTER OF ENGAGEMENT – PLEASE READ, SIGN, AND DATE ALONG WITH YOUR PAYMENT CONTRIBUTION, THANK YOU

Thank you for selecting **UCL TRUST**, (hereinafter “Consultant”) to provide you (hereinafter “Client”) with the Secured Party Creditor Document Templates, Legal Research and Proofreading Services. Pursuant to our conversations up to this date, please be advised that we will be providing aforementioned services on an as needed basis, (hereinafter “Services”), and that the Client has not been advertised or pressured to sign up for this service. Client freely volunteers to abide by the provisions of this Letter of Engagement.

PLEASE READ THIS LETTER OF ENGAGEMENT CAREFULLY. YOUR USE OF CONSULTANT’S SERVICES INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS AND THAT YOU HAVE AGREED TO BECOME A PARTY TO, AND TO BE LEGALLY BOUND BY, THIS LETTER OF ENGAGEMENT.

THE TERMS AND CONDITIONS OF SERVICES:

1. ACCEPTANCE.

The terms and conditions of services contained herein (this “**Letter of Engagement**”) apply to all quotations made, invoices, and proposals entered into by the consultant (“Consultant”). Some of the terms set forth herein may differ from those in a Client’s communications and some may be new. This acceptance is conditional on Client’s assent to the terms set out here in lieu of those in Client’s communications. The Consultant’s failure to object to provisions contained in any communication from Client shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must specifically be agreed to in writing by an officer of the Consultant before becoming binding on the Consultant. All proposals, change orders and other contracts must be approved and accepted by the Consultant in accordance with this Letter of Engagement.

2. SCOPE OF SERVICES.

a. **Services.** Consultant agrees to prepare all the necessary Redemption / Secured Party Creditor documentation (the “Services”) as follows:

- ASSISTANCE IN THE CLIENT’S ACQUIRING THE CORRECT BIRTH CERTIFICATE
- ASSISTANCE IN THE CLIENT’S SELECTION OF TRUST AND SPC DATA
- TIMELY RESPONSE TO ALL EMAILS AND PHONE CALLS, WITH RARE EXCEPTION, USUALLY WITHIN THREE BUSINESS DAYS
- CONSULTANT AVAILS ONESELF TO UP TO A MAXIMUM OF 100 CUMULATIVE INDIVIDUAL PHONE CALLS AND/OR EMAILS TO ASSIST A “BACK AND FORTH” WITH THE CLIENT SUCH AS “HAND-HOLDING” THROUGH THE SIGNATURES AND ANSWERING QUESTIONS
- DECLARATION OF TRUST
- TRUST MEETING MINUTES
- TRUSTEE APPOINTMENT AND ACCEPTANCE
- TRUST CERTIFICATE UNITS (for each beneficiary)
- DISTRIBUTION NOTICE TO BENEFICIARIES
- ACQUIRING OF AN EIN NUMBER FOR TRUST
- SECURITY AGREEMENT FOR TRUST
- HOLD HARMLESS AGREEMENT AND INDEMNITY AGREEMENTS FOR ALL TRUSTEES
- COPYRIGHT NOTICE FOR THE TRUST/TRUST LEGAL NAME

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- UCC-1 FOR THE CORRECT UCC REGION FOR THE CLIENT AND TRUST ALONG WITH THE EXACT FEE AMOUNT, MAILING INSTRUCTIONS, ATTACHMENTS, FULL SUPPORT
- ACCEPTING FOR VALUE OF THE BIRTH CERTIFICATE
- ISSUING OF A BOND OFF THE BIRTH CERTIFICATE FOR FUTURE DISCHARGE PROCESSES
- COVER LETTER TO SECRETARY OF TREASURY TO SET UP DISCHARGE ACCOUNT
- ORDER FOR DEPOSIT OF BOND FOR DISCHARGE
- FORMS 56 FOR SECRETARY'S OF TREASURY (2)
- W8 BEN FORM
- AFFIDAVIT OF STATUS
- NOTIFICATIONS OF RECORD TO SECRETARY OF TREASURY
- NOTIFICATIONS OF RECORD TO 1-2 SECRETARIES OF STATE (IF NECESSARY)
- LEGAL NOTICE AND DEMAND WITH FULL APOSTILLE INSTRUCTIONS AND GUIDANCE
- UCC-3
- PUBLIC SERVANT QUESTIONNAIRE
- BAILORS TRUST UCC-1

-A PERMANENT BACKUP OF THE ENTIRE SPC PROCESS, TO PROTECT YOU IN CASE OF LOSS OF YOUR FILES

- a. **Non-Study.** The SPC 4 U process that is the subject matter of this contract, is limited to answering questions to the client on HOW to sign and do the paperwork "correctly" from our point of view. The full explanation of every detail in the process, is covered in the STATUS CORRECTION COURSE, which is another product/service, separate from this.
- b. **Commencement of Services.** Commencement of Services shall begin within 10 days after the correct birth certificate and full SPC DATA SHEET has been completed and e-mailed to filings@understandcontractlawandyouwin.com
- c. **Client Obligations.** Client is obligated to respond to all phone calls, emails regarding the process, as certain questions or inquiries may be necessary in order to complete the documents or move the process forward. Client is not obligated to respond timely, but any delay from the client shall not convert the Consultant to a fault for non-timeliness.

Client is responsible for acquiring paper, pens, and other tools; as well as signatures, notarizing, scanning and emailing back to the Consultant, so that the entire documents can be review before proceeding forward with the next step(s). Consultant needs Client's cooperation for the review of each step to ensure correctness before the next step shall be initiated.

- d. **Communications.** The priority and first-line of communication regarding follow up through your process, is to e-mail filings@understandcontractlawandyouwin.com, NOT contact@understandcontractlawandyouwin.com. You will also be given private number and email for the rep who is working on your paperwork. Make sure if you contact them direct to ALSO CC: filings@understandcontractlawandyouwin.com

3. PAYMENT.

- a. **Privacy and Confidentiality.** Many clients feel comfortable keeping their relationship with UCL PRIVATE and CONFIDENTIAL. We highly suggest this relationship to be private and not in the permanent records of a federal reserve bank transaction or via real-time monitoring and record-keeping by any corporate agencies or de facto agencies who wish to monitor UCL's company bank records. It is advised to consider a confidential payment option as your privacy is paramount.

- b. **Fee.** Client hereby submits legal or lawful tender in the amount of a **fee of \$1500** in United States Dollars; (cash or blank money order preferred), or equivalent in lawful money (gold, silver) if arrangements can be made, or the equivalent value of Bitcoin. Please discuss your options and method of payment with **Mark, Grant, or Tyler at 505-340-3632**. Acceptable payment requests may be to mail part or all of the fee by cash, blank money order, paypal from our website (especially if overseas), or Bitcoin. Ask your consultant about a slight discount for payments via cash, just make sure to call **505-340-3632 to place your order**.

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- c. **Mail Address for Payment.** *Unless requested specifically by Tyler, all monies shall be mailed exactly as follows and ONLY to the following address:*

UCL TRUST
c/o CONTRACT LAW SOLUTIONS
#114
213-37 39th Avenue
Bayside, NY 11361

<----- This is a Mail Address to Put on the Outside of the Priority Mail Envelope... DO NOT write a money order or check "To" either of these entities. Leave "To" and "From" Blank!

The ONLY method of mailing your payment along with this contract is via USPS Priority Mail. Do NOT send via "Priority Mail EXPRESS", Certified, or any Signature Confirmation. Doing so will delay receiving your package.

d. Client is instructed NEVER TO agree to western union money, and NOT TO make a purchase or get payment instructions from a "Blake" or "Napoleon" from 760 area code, has been saying he works for UCL and asking people to western union money to him. This individual is NOT a part of our company, but has been known to say that he is and is doing so unlawfully.

e. **Your comfort is our priority. If you feel uncomfortable in any way by sending money in the mail, ask your consultant about sending a portion of the funds and then the rest of the payment fee one week later, as this will give you an opportunity to ensure that your service is immediately being attended to by UCL in a timely and agreeable manner.**

f. **Refunds.** The Client shall have seventy-two (72) hours (the "**Rescission Period**") from the execution of this Letter of Engagement and/or any Proposal to rescind this contract for Services and be entitled to a full refund. If the Client terminates the Agreement after the expiration of the Rescission Period, the Client is only entitled to a partial refund for Services not yet rendered. In no instance shall the Client be entitled to rescind this contract for Services and be entitled to a full refund *after* the first set of documents are engaged in, **client may request a portion of refund within 30 days minus \$100/hr of paperwork done and consulting** ("Consulting" includes *all* emails/calls with clients), and shall be calculated by the client. **There is absolutely no portion of refund after 30 days of payment delivered to the Consultant.**

g. **Refunds Details.** If a refund is entitled and required pursuant to the terms above, Client agrees that refund or partial refund may take up to twenty (20) days, once the amount is agreed upon and verbal or written confirmation by Consultant.

h. **Expenses.** Client is responsible for their own out of pocket expenses such as certified mail, computer paper, mailing costs, manilla envelopes, filing/recording costs.

4. CONFIDENTIAL INFORMATION.

Consultant agrees to maintain of the highest level of security to maintain the Client's relationship with Consultant and private details private and will under no circumstances be shared.

5. LIMITATIONS ON LIABILITY.

IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR ANY OF ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF THAT PARTY, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING IN ANY WAY TO THIS LETTER OF ENGAGEMENT OR ITS IMPLEMENTATION. IN NO EVENT SHALL THE TOTAL COLLECTIVE LIABILITY OF THE CONSULTANT, ITS AFFILIATES, AND ANY OF

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ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS ARISING OUT OF OR RELATING IN ANY WAY TO THIS LETTER OF ENGAGEMENT OR ITS IMPLEMENTATION EXCEED THE TOTAL AMOUNTS PAID BY CLIENT TO CONSULTANT FOR SERVICES PROVIDED HEREUNDER.

6. GENERAL PROVISIONS.

a. **Governing Law.** This Letter of Engagement shall be governed by and construed in accordance with **UNIDROIT Principles of International Commercial Contracts** (the “**UNIDROIT Rules**”), without regard to the conflicts of laws rules thereof. Each party hereby irrevocably submits to the jurisdiction of the **International Center for Dispute Resolution** (the “**ICDR**”) as the forum and venue for binding Arbitration for any and all actions or proceedings arising out of or relating to this Letter of Engagement, and each party hereby irrevocably waives the defenses of improper venue or an inconvenient forum for the maintenance of any such action or proceeding to the fullest extent permitted by law.

b. **Severability; Waiver.** If any provision of this Letter of Engagement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way, the parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. No waiver of any breach of this Letter of Engagement will be effective unless made in writing and signed by an authorized representative of the waiving party. The waiver by either party of any breach of this Letter of Engagement will not operate or be interpreted as a waiver of any other or subsequent breach.

c. **Notice.** Any notices required or permitted hereunder shall be given to the appropriate party by electronic mail or any other means the parties may specify in writing. Such notice shall be deemed given: (a) if delivered personally, upon delivery as evidenced by delivery records; (b) if sent by e-mail, upon receipt of a delivery confirmation or from the other party confirming receipt, or (c) if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing.

NOTE: NEITHER CONSULTANT, NOR ITS OFFICERS, DIRECTORS, AND/OR SUB-CONTRACTORS (COLLECTIVELY, “CONSULTANT”) GUARANTEES ANY RESULTS IN ANY AND ALL MATTER(S). CONSULTANT DOES NOT ENGAGE IN ANY ACTIVITIES THAT COULD BE CONSIDERED THE UNLAWFUL PRACTICE OF LAW BY CONDUCT EXHIBITING AND/OR PERFORMING SERVICES IN ANY COURT OF JUSTICE IN ANY MATTER. THIS INCLUDES LEGAL ADVICE AND COUNSEL AND/OR THE PREPARATION OF LEGAL INSTRUMENTS AND/OR CONTRACTS BY WHICH THE LEGAL RIGHTS ARE SECURED, ALTHOUGH SUCH MATTER(S) MAY NOT BE DEPENDING ON ADJUDICATION IN ANY COURT OF JUSTICE.

Thank you for your interest in our services and engaging UCL TRUST, Consultant.

AGREED AND ACCEPTED this ____ day of _____, 20 ____:

Client's Signature

Client's Contact Telephone Number(s)

Client's Printed Name

Client's EMAIL ADDRESS

PLEASE FILL OUT RIGHT-SIDE SO WE KNOW YOU FULLY UNDERSTAND THE CONTRACT!

<p>"I have read the refund provisions in sections 3(f) and (g)." -----></p> <p><i>(hand-write "I agree" in box to the right)</i></p>	<p>“</p> <p>“</p>						
<p>"I understand to send this contract with the payment via USPS (united states postal service) PRIORITY MAIL and NOT via "PRIORITY MAIL EXPRESS", NOT Certified Mail, and I will <u>NOT</u> Add or Require Any SIGNATURE CONFIRMATION". -----></p> <p><i>(hand-write "I agree" in box to the right)</i></p>	<p>“</p> <p>“</p>						
<p>Please Circle The Rep Who You Have Spoke With Who Signed You Up -----></p> <p><i>(circle one)</i></p>	<table> <tr> <td>Ava-Sophia: Grace</td> <td>Tyler Henderson</td> </tr> <tr> <td>Mark Diamond</td> <td>Andre</td> </tr> <tr> <td>William</td> <td>Grant-T. Major</td> </tr> </table>	Ava-Sophia: Grace	Tyler Henderson	Mark Diamond	Andre	William	Grant-T. Major
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<p>Enclosed is -----></p> <p><i>(circle one)</i></p>	<table> <tr> <td> \$1400 Cash Order(s) <i>(\$100 Discount)</i> </td> <td align="center"> OR </td> <td> \$1500 POSTAL Money with Receipt Attached & Nothing Written On It At All – To/From Fields Leave BLANK) </td> </tr> <tr> <td align="center" colspan="3"> OR Alternative Amount (Group Rate, etc): \$_____ in Cash / Blank Money Order(s) <i>(circle one)</i> </td> </tr> </table>	\$1400 Cash Order(s) <i>(\$100 Discount)</i>	OR	\$1500 POSTAL Money with Receipt Attached & Nothing Written On It At All – To/From Fields Leave BLANK)	OR Alternative Amount (Group Rate, etc): \$_____ in Cash / Blank Money Order(s) <i>(circle one)</i>		
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<p>"I will now fill out the SPC DATA SHEET in Microsoft Excel and e-mail it as is (as EXCEL attachment) to the filings@understandcontractlawandyouwin.com email-address,along with a copy of my Certificate of Live Birth."</p> <p>-----></p> <p><i>(hand-write "I agree" in box to the right)</i></p>	<p>“</p> <p>“</p>						

SPC PREPARATION INSTRUCTIONS:

BIRTH CERTIFICATE INSTRUCTIONS: To do the process, we need a LONG FORM Birth Certificate, which usually will be titled at the top the “Certificate of Live Birth” and NOT an “Abstract of Birth” and NOT a “Birth Record” and not “Certificate of Birth”. How do you know the difference? The document shouts to you which one it is, expressly in BOLD CAPITAL LETTERS centered in the middle of the page at the top of the document. It will say one of those variations, and we usually will need the right one only! ***We need the Certificate of Live Birth in most states.*** However, there are **a few exceptions: in Texas, Illinois, Connecticut, city of New York, and older State of New York ones, they are called a “Certificate of Birth”**, and they do not put the word “Live” in there. So, in those exceptions those are OK. Usually when ordering you ask for the “LONG FORM”. If you are born in another territory or other country (other than a U.S. State), then ask us for further instructions but we can also make you a private citizen/secured party creditor in many other countries too, like Canada, Australia, and elsewhere. Just ask us.

BEST PLACE TO ORDER BC'S: One option is that you can go down physically to the County Clerk in the County that you were born, and they should have the right one there. Order directly through vital statistics website, or <https://www.fastbirthcertificates.com> or <http://use.fastbirthcertificates.com/> or <http://www.usbirthcertificate.com>. These private company sites are very good because they have a Toll Free Phone Number, where you can ask questions! One you've obtained the “Certificate of Live Birth”, scan it into the computer, if possible please try to save it as a PDF, if not a jpg is OK., also *Please Please* save the file right side up (NOT upside down), and sent it to us via email along with your spc excel data form.

SCANNER INSTRUCTIONS: If you don't have a scanner, we suggest you consider investing in one (you can buy one from Wal Mart, Costco, Office Max, or Staples, or online (Amazon, Ebay, etc). It's 2015... good idea to get a home office scanner! The other option is to have a USB thumb drive, which you can transfer copies of your files to, and bring with you to the Staples or Office Max “Copy and Print” center and ask an attendant to print the files for you. We strongly suggest getting a good scanner so that you can work around the clock, save money and trips, and it is just easier for you and a wise investment. However if you are traveling, or have other circumstances then the copy print center is a good option! Please make sure you can scan in the docs in PDF format in 1 file, or a small number of files rather than something like 56 individual files. We do NOT accept sideways scans, upside down scans, or cell phone pictures (with shadows or blurs in them). Only through a scanner, as these are very important professional and serious documents!

MAIL PREPARATION: Visit a Post Office and get one Certified Mail Receipt, and one Registered Mail Receipt, and one Registered Mail Sticker with a unique Registered mail number (red/white with black print). Some post offices will not give you the Registered unique sticker, so just go to other post offices. When you go to the postal clerk, just tell them you are about to mail a Registered mail package, and need a Registered Sticker with the number on it.

IF YOU HAVE DONE ANY PREVIOUS UCC FILINGS: Please send them to us, or send us the UCC Filings Numbers and STATE it was filed in. Most people's UCC's are done wrong and will need to be terminated and/or updated, to be comprehensive and correct.

HOW WE WILL COMMUNICATE: When you are fully signed up with the entire information and that is confirmed, you will be assigned to you own Certified SPC Processor Consultant, who is specially trained and will hold your hand throughout the entire process. You will be able to text, email, call this partner of ours, at anytime, also nights and weekends, rather than call or email UCL main lines like a general inquiry. As a client, you will get immediate and direct contact to one individual working with you for the whole process. Your full process will be done from start to finish, for one set donation amount, no matter what. For the average client there are up to 100 communications via phone, email, or text for review instruction and communication for the completion of your spc process.

HOW LONG WILL IT TAKE TO COMPLETE MY FILINGS? Most people can get their filings done within 2-3 Weeks of us having confirmed all their information, populated your data sheets, and confirmed your birth certificate and other input data. However please allow ample background check on your BC, all your input data, plus meticulous review of every single page of your documents before sending them to you, which is checked by 2 of our staff. Meticulous checking of how every “t” is crossed and every “i” is dotted, takes time! Please be patient!! All of your documents are prepared in one sitting up front, before the first step is sent to you, rather than us typing up one page at a time slowly over many slow months. This is the most efficient, you will see yourself! :=)