

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made by Project S.T.E.A.L. Inc and Mi Casa at Barton/Winkle Court Military Village (collectively the "Parties") on January 29, 2024 (the "Effective Date"). The MOU will establish the basic terms listed below in an attempt to clarify the salient points of a future agreement between the Parties. The terms contained in this MOU do not represent the comprehensive terms of the future agreement between the Parties and it is expected that additional terms may be added and terms existing in this MOU may be deleted or changed. Accordingly, the Parties have described the terms they plan to implement below:

1. Description of the Transaction. Purpose: This Memorandum of Understanding (MOU) outlines the collaboration between Project S.T.E.A.L. Inc (hereinafter referred to as "Project S.T.E.A.L.") and Winkle Court Military Village (hereinafter referred to as "Winkle Court") for the initiation and execution of a fundraising initiative to support veterans in need of transitional support.
Background: Project S.T.E.A.L. is a nonprofit organization dedicated to providing comprehensive support and assistance to veterans during their transition to civilian life. Winkle Court Military Village is committed to the well-being of its resident veterans and providing them with a stable and supportive living environment. Fundraising Initiative: Project S.T.E.A.L. Inc is launching a fundraising campaign to generate resources to support veterans residing at Winkle Court Military Village. A percentage of the proceeds from this initiative will be allocated to assist veterans in need of transitional support, with a focus on maintaining housing and securing gainful employment. Roles and Responsibilities: Case Management and Liaison Services: Project S.T.E.A.L. Inc will serve as case managers and liaisons for veterans at Winkle Court, facilitating their access to external services that contribute to housing stability and employment opportunities. Rehabilitation of Units: A portion of the funds raised will be dedicated to rehabilitating the living units at Winkle Court Military Village, ensuring a safe and comfortable environment for the veterans residing there. Term of Agreement: This MOU shall be effective [start date] and remain in force until [end date], unless terminated by mutual agreement or by either party with written notice. Financial Arrangements: Detailed financial arrangements, including the percentage of proceeds allocated for each purpose, will be outlined in a separate agreement and attached as an addendum to this MOU. Communication and Reporting: Both parties agree to maintain open communication and provide regular updates on the progress of the fundraising initiative and the utilization of funds. Confidentiality: Any sensitive information shared between Project S.T.E.A.L. Inc and Winkle Court Military Village during the course of this collaboration shall be treated with the utmost confidentiality.
2. Responsibilities.
 - a. Project S.T.E.A.L. Inc agrees to assume the following responsibilities:
 - Develop and implement a comprehensive fundraising strategy to generate resources for supporting veterans at Winkle Court.
 - Transparently allocate funds raised, specifying the percentage designated for transitional support services, unit rehabilitation, and any other agreed-upon purposes.
 - Assign dedicated case managers to veterans at Winkle Court, acting as liaisons to connect them with external services for housing stability and gainful employment.
 - Regularly assess the needs of individual veterans and provide personalized support plans.
 - Forge partnerships with external service providers such as employment agencies, counseling services, and housing assistance programs.
 - Ensure seamless coordination and communication between Project S.T.E.A.L., Winkle Court, and external service providers.
 - Provide regular progress reports to Winkle Court Military Village, detailing the impact of the fundraising initiative and the support provided to veterans.
 - Include financial reports, programmatic outcomes, and any challenges faced during the implementation.
 - Engage in community outreach efforts to raise awareness about the fundraising initiative and its goals.
 - Facilitate informational sessions for Winkle Court residents to understand the available support services and resources.
 - b. Mi Casa at Barton/Winkle Court Military Village agrees to assume the following responsibilities:
 - Designate a point of contact at Winkle Court to serve as the primary liaison with Project S.T.E.A.L. Inc.
 - Foster open and regular communication channels to address any issues or concerns promptly.
 - Share relevant information about veterans residing at Winkle Court with Project S.T.E.A.L., ensuring confidentiality is maintained.
 - Provide necessary data and insights that can aid Project S.T.E.A.L. in tailoring their support services.
 - Collaborate with Project S.T.E.A.L. to identify priority areas for unit rehabilitation.
 - Facilitate access for Project S.T.E.A.L. personnel and contractors to carry out necessary renovations and improvements.
 - Encourage veterans at Winkle Court to actively participate in Project S.T.E.A.L. programs and services.
 - Promote a sense of community and support among veterans through events, workshops, or support groups.
 - Provide feedback on the effectiveness of the support services and rehabilitation efforts.
 - Collaborate with Project S.T.E.A.L. to conduct periodic evaluations and make necessary adjustments to improve the partnership.


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a. Project S.T.E.A.L. Inc agrees to provide the following resources:

- Assign dedicated case managers to assess the individual needs of veterans.
- Develop personalized support plans that address housing stability, employment opportunities, and overall well-being.
- Facilitate job readiness workshops and training programs.
- Connect veterans with potential employers through partnerships with local businesses and employment agencies.
- Provide assistance in securing affordable and stable housing.
- Collaborate with housing agencies and landlords to create housing solutions tailored to veterans' needs.
- Arrange access to counseling services for veterans dealing with mental health challenges.
- Provide support groups and resources for managing stress, PTSD, and other mental health concerns.
- Assist veterans in accessing educational resources, including scholarship information and vocational training programs.
- Collaborate with local educational institutions to provide opportunities for skill development.
- Offer financial literacy programs to help veterans manage their finances effectively.
- Provide information about available financial assistance programs and benefits.
- Collaborate with legal professionals to offer assistance with legal issues veterans may face.
- Provide information on legal rights and resources available for legal support.
- Assist veterans in navigating healthcare services and accessing medical benefits.
- Collaborate with healthcare providers to ensure timely and comprehensive medical care.
- Organize community events and activities to foster social connections among veterans.
- Facilitate mentorship programs to help veterans integrate into the local community.
- Establish an emergency assistance fund to address immediate needs, such as utility bills, groceries, and transportation.
- Provide a safety net for unexpected financial challenges that veterans may encounter.
- Allocate funds for the renovation and improvement of living units at Winkle Court Military Village.
- Coordinate with contractors and volunteers to carry out necessary upgrades and repairs.
- Advocate for veterans' rights and collaborate with legal professionals to address legal challenges.
- Facilitate networking opportunities for veterans to connect with each other and share experiences.
- Establish support groups that focus on specific needs, such as job seekers' support or mental health support.

b. Mi Casa at Barton/Winkle Court Military Village agrees to provide the following resources:

- Offer stable and affordable housing options for veterans.
- Provide well-maintained living units with necessary amenities.
- Facilitate community engagement events to foster a sense of belonging among veterans.
- Organize social activities and programs within the village to encourage camaraderie.
- Implement security measures to ensure the safety of residents.
- Collaborate with local law enforcement to enhance the security of the village.
- Coordinate with Project S.T.E.A.L. Inc to identify areas in need of unit rehabilitation.
- Support the renovation efforts by providing access to units and necessary approvals.
- Collaborate with healthcare providers to ensure access to medical services.
- Promote wellness programs and initiatives within the village.
- Have a protocol in place for crisis intervention, including mental health emergencies.
- Collaborate with local crisis intervention services to ensure immediate support when needed.
- Maintain open lines of communication with residents about available services.
- Forge partnerships with local businesses for employment opportunities.
- Advocate for veterans' employment within the local community.

4. Closing Date. The closing date of this project is expected to occur on or about February 28, 2025

5. Additional Sections:

- o All parties agree to comply with federal, state, and local laws, regulations, and ordinances relevant to the fundraising initiative, support services, and any other activities conducted under this MOU.
- o Parties agree to treat any confidential information shared during the collaboration with utmost confidentiality. This includes personal information about veterans and sensitive organizational information.
- o Each party agrees to indemnify, defend, and hold harmless the other parties from any claims, liabilities, costs, or

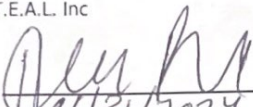

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- Parties may specify insurance requirements, such as liability insurance, to cover potential risks associated with the fundraising initiative and support services.
 - The MOU can be terminated by either party, such as a material breach of terms, non-compliance with laws, or mutual agreement. Parties must Specify the notice period for termination.
 - The parties will be excused from performance under the MOU due to events beyond their control, such as natural disasters, acts of war, or other force majeure events.
 - 'Military Tribute Banners' Owns the exclusive rights to the affiliated logos. All marketing and media related to the fundraising efforts for the partnership will be shared.
 - funds will be managed, audited, and accounted for by Project S.T.E.A.L. Inc. Project S.T.E.A.L. Inc will provide Mi Casa at Barton Regular statements of funds acquired during the fundraiser along with Receipts of transactions related to the rehabilitation of Winkle Court Military Villages and the related Case Management services provided to ensure transparency.
 - All parties to non-discrimination on the basis of race, color, religion, sex, national origin, disability, or any other protected status in accordance with applicable laws.
 - Amendments should be in writing and require the mutual agreement of all parties involved.
 - Official notices between the parties, ensuring that communication is clear and formal.
6. Non-Binding. Notwithstanding anything to the contrary above, this MOU is not a legally binding agreement but is intended to generally represent the intentions of the parties at this time and to provide a basis upon which the object of the terms discussed above can be pursued.

This MOU accurately reflects the understanding between the Parties as of January 29, 2024.

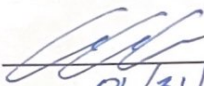
FIRST PARTY

Project S.T.E.A.L. Inc

By: 
 Date: 01/31/2024
 Name: Kijana Prowant
 Title: CEO
 Address: 14625 Potranco Rd
San Antonio, Texas 78253

SECOND PARTY

Mi Casa at Barton/Winkle Court Military Village

By: 
 Date: 01/31/2024
 Name: Alejandro Cardenas
 Title: Owner
 Address: 17 Aston Glen
San Antonio, Texas 78257