



## NATIVE SAN & COMPANY

MICHAEL JAMES FERGUSON JR FOREIGN PRIVATE TRUST

Noble Firdaus El Express Trust

Clan Mother Red Wolf Bey Express Trust

Native Sun Finance, LLC

3<sup>rd</sup> Eye Trust Services

### MICHAEL JAMES FERGUSON JR CONSERVATORSHIP AND

YOQUESHA AUNDRIA TERRY CONSERVATORSHIP &  
AMBASSADOR TEMPLE OF MOORISH AMERICA

(Sovereign Aniyunwiya Nation); [S.A.N.]

### **Mutual Non-Disclosure, Confidentiality Agreement**

For the general purpose of this document, the MICHAEL JAMES FERGUSON JR CONSERVATORSHIP is herein referred to as the First Party, and YOQUESHA AUNDRIA TERRY CONSERVATORSHIP & AMBASSADOR TEMPLE OF MOORISH AMERICA (Sovereign Aniyunwiya Nation); [S.A.N.] is referred to as the Second Party.

This communication has been created in an effort to ensure that mutual confidentiality, non-disclosure, non-solicitation, and non-circumvention issues are addressed and agreed to prior to the final contractual agreement being signed and released. It is done with the understanding that confidential information may need to be released prior to the signing of the agreement, and both Parties identified in this agreement would be in need of keeping information protected. We move forward with this respective venture with the assumption that both Parties have had their respective representatives review and sign this document for the record.

This **Mutual Confidentiality Non-Disclosure, Non-Circumvention and Non-Solicitation Agreement** is made as of the 26<sup>th</sup> day of August, 2021, by and between: MICHAEL JAMES FERGUSON JR CONSERVATORSHIP, including its affiliated firms, and consultants, represented in signature on this agreement by Noble Mikhail Jabal M. Firdaus El, (collectively herein referred as the “First Party”); the YOQUESHA AUNDRIA TERRY CONSERVATORSHIP & AMBASSADOR TEMPLE OF MOORISH AMERICA (Sovereign Aniyunwiya Nation; [S.A.N.], including its affiliated firms, and consultants, represented in signature on this agreement by NOBLE FERGUSON EL, (collectively herein referred as the “Second Party”), with all Parties, collectively known as “the Parties”).

The Parties confirm that each is fully empowered, legally qualified and duly authorized to execute and deliver this Agreement and to be bound by the following terms and conditions.

### **Mutual Confidentiality, Non-Disclosure, Non-Circumvention, and Non-Solicitation**



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The Parties hereby acknowledge that this agreement is that of a Private Business Matter, with sensitive information to be shared only between the parties. In regard to mutual confidentiality, non-disclosure, non-circumvention, and non-solicitation, the Parties, for the purpose of jointly evaluating and potentially pursuing business opportunities expect to receive or obtain knowledge from each other, which is confidential or proprietary in nature. In consideration of a Party receiving or obtaining knowledge of such Confidential Information, the Parties shall apply their best efforts to ensure that other entities and individuals with whom they communicate adhere to the confidentiality, non-disclosure, and non-circumvention-related clauses in this agreement.

**1 -Definition of Confidential Information. (a)** For purposes of this Agreement, “Confidential Information” shall include: (i) information or material proprietary to the disclosing Party, or designated, or treated as confidential by the disclosing Party and not known by persons outside the disclosing Party’s company except under obligation of confidentiality; (ii) any computer software (in object code and source code form), data or information developed or provided by the disclosing Party or its suppliers, any know-how, methodologies, including methods of manufacture or research, equipment, or process used by the disclosing Party to provide services to its clients or customers, and including, without limitation, any unpublished patent applications, patentable information, copyrightable information, trade secrets, and any other proprietary rights of the disclosing Party inherent therein or appurtenant thereto; (iii) information or documentation received by the disclosing Party under obligation of confidentiality; (iv) information or documentation concerning the disclosing Party’s projects, and project proposals, architectural or engineering drawings or plans, inventions, designs, operating plans and procedures, cost information, pricing information, profits, markets, current and prospective business or marketing plans, and related business or financial information; (v) information regarding the disclosing Party’s employees to which such employees have an expectation of privacy; and (vi) information relating to the disclosing Party’s finances, financial performance or condition or financial projections. A Party’s Confidential Information includes any summaries, analysis, extracts, compilations, studies or other documents (whatever the form or data storage medium) prepared by either Party which contain, reference, and are based upon or otherwise reflect Confidential Information of the disclosing Party. **(b)** Confidential Information does not include: (i) information which does not relate or which was not presently known by the receiving Party prior to the time of its disclosure by the disclosing Party, as shown by the receiving Party prior written records and not subject to an obligation to maintain its confidentiality; or (ii) information which is

disclosed to the receiving Party by a third Party without violation of any rights of the disclosing Party; or (iii) information which was publicly available at the time of the disclosure, (iv) information which becomes publicly available through no fault of the receiving Party, or (v) information that is independently derived by the third Party, or (vi) is disclosed in any event, after the expiration of five (5) years from the date such information was given to, or received by recipient Party.

**2- Non-disclosure, Non-circumvention, and Limitations on Use of Confidential Information.** (a) The receiving Party agrees to hold in confidence and not to disclose, directly or indirectly, or transfer to any person or entity, any of the Confidential Information of the disclosing Party, except as set forth herein. In addition, the receiving Party shall not use at any time any of the Confidential Information of the disclosing Party for any purpose other than the Purpose, except at the written request or with the express written consent of the disclosing Party. The receiving Party further agrees not to contact clients or customers, as well as potential clients or customers, of the disclosing Party to discuss the Confidential Information of the disclosing Party or its use without the express written consent of the disclosing Party. In satisfying its obligations under this section, each Party shall maintain the confidentiality of the Confidential Information of the other Party using at the same level of consideration it cares to conduct its own trade secrets and proprietary or Confidentiality, however nevertheless in a ethical manner. (b) Each receiving Party will disclose Confidential Information of the disclosing Party only within the boundaries of said Party's company, any subsidiaries or affiliated companies and only to those employees who have an inquiry based on the satisfying of one's Obligation to its consultants who are appointed by the disclosing Party and are bound by confidentiality agreements containing protections equal to those set forth herein. To each Party is responsibility and liability on wrongful use or disclosure of Confidential Information by its employees, subsidiaries, affiliates, consultants and agents. (c) Each Party also agrees not to decompile, disassemble or reverse engineer any Confidential Information of the other Party, and each Party shall use commercially reasonable efforts to prevent third parties from decompiling, disassembling or reverse engineering any of the Confidential Information of the other Party.

**Remedies:** The Parties acknowledge that any use or disclosure of Confidential Information in a manner inconsistent with this Agreement will cause the disclosing Party irreparable damage for which remedies other than injunctive relief would be inadequate. The receiving Party agrees that the disclosing Party shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure, in addition to other appropriate remedies.



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Bound by Disclosure, if either Party receives a request to disclose Confidential Information of the other Party pursuant to a subpoena, a court order, the Freedom of Information Act (FOIA), or other legal process, or is otherwise compelled by a statutory or regulatory requirement to disclose such information, such Party shall provide prompt written notice to the disclosing Party to allow the disclosing Party to seek a protective order or other appropriate protection for its Confidential Information. In the event that disclosure is legally required, the Party so obligated shall use commercially reasonable efforts to obtain confidential treatment for any such Confidential Information that is so disclosed.

**Term of Confidentiality in Agreement:** Each Party's obligation to maintain the confidentiality of the other Party's Confidential Information and use it only for the Purpose shall maintain for a period of fifteen (15) years from the date of this Agreement.



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IN WITNESS WHEREOF, the Parties have duly executed this Mutual Confidentiality Non-Disclosure, Non-Circumvention and Non-Solicitation Agreement as of this date first above written.

**For Michael James Ferguson Jr Conservatorship** (and its affiliates or parties)

\_\_\_\_\_

Noble Mikhail Jabal M. Firdaus El

Title: Independent Contractor / Authorized Power of Attorney / SAA

Date:

**For** \_\_\_\_\_

Signature: \_\_\_\_\_

Noble \_\_\_\_\_

Title: CFO-Treasurer / Trustee / MBR

Date:

MICHAEL JAMES FERGUSON JR CONSERVATORSHIP  
A PRIVATE CONSERVATOR'S TRUST  
916 WALLACE AVENUE 2<sup>ND</sup> FLOOR  
PITTSBURGH, PA 15221  
PHONE: 917-257-5140  
EMAIL ADDRESS: SOVEREIGNANIYUNWIYANATION@YAHOO.COM

REGISTERED 2021  
SOVEREIGN ANIYUNWIYA NATION OF ALABAMA

U.S. DEPARTMENT OF TREASURY  
DEPOSITORY TRUST COMPANY

ACCOUNT NUMBER : \*\*\*\*\*5426 / 0000359745

## MICHAEL JAMES FERGUSON JR CONSERVATORSHIP

This communique has been generated to support a request to transfer, convey or pass-thru value currently held in the Private U.S. Treasury / Depository Trust Company Account, belonging to MICHAEL JAMES FERGUSON JR (\*\*\*\*\*5426 and 0000359745), but only under circumstances and legal regulations in jurisdictions where it is only lawful to so execute and administrate. Account(s) information is enclosed. The information contained in this report is current only as of dates referenced for two reports from which the information was gathered.

As used in this document, unless the context otherwise requires, references to “we”, “she”, “us”, “our” and “MICHAEL JAMES FERGUSON JR” refer to the consolidated operations of MICHAEL JAMES FERGUSON JR, and its associated consortium of nonprofit organizations and for-profit firms.

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U.S. DEPARTMENT OF TREASURY  
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## MICHAEL JAMES FERGUSON JR CONSERVATORSHIP

**Re:** Transfer of Securities / Assets from the Depository Trust Company / U.S. Treasury of MICHAEL JAMES FERGUSON JR, by MICHAEL JAMES FERGUSON JR., Foreign Private Trust & Ambassador Temple of Moorish America (Sovereign Aniyunwiya Nation) [S.A.N.], to an account in Fidelity, under the name of YOQUESHA AUNDRIA TERRY / YOQUESHA AUNDRIA TERRY CONSERVATORSHIP. This communication briefly explains the purpose of the funding.

Dear Sir/Ma'am:

On behalf of MICHAEL JAMES FERGUSON JR, please accept this letter as your authorization to access and assess the subject account and transfer securities or the cash funds value of Five Hundred Million United States Dollars/Units (\$500,000,000 USD/Units only) from U.S. Treasury Account (DTC) of MICHAEL JAMES FERGUSON JR – \*\*\*\*\*5426 to an established account Fidelity.

I have outlined information relative to the purpose of the transfer within this document, as well as included (in attachments) supporting documentation relative to the authorization granted by MICHAEL JAMES FERGUSON JR to conduct this business on behalf of him, his family, and associated firms/organizations.

MICHAEL JAMES FERGUSON JR'S Private Depository Trust Company Account Identifier Numbers: \*\*\*\*\*5426 and 0000359745. CUSIP Numbers: F97699758 and 316337807. Certificate numbers pertaining to the securities vary in type, to include investment securities, savings bonds (E, EE, SN, I, Private Placement, etc.), stocks etc., and have been provided to us directly by the Bloomberg Finance, L.P./Internal Revenue Service/United States Treasury Department.

MICHAEL JAMES FERGUSON JR Foreign Private Trust-dba NOBLE FERGUSON EL-District of Columbia registered non-profit sole proprietor: Initial File No.: TN0006123531 / U.S. Department of State Authentication Number: 19010664-1 and EIN: 82-2417329 / 98-6091205 ; Native Sun Finance, LLC: EIN 87-1666954. MICHAEL JAMES FERGUSON JR dba NOBLE FERGUSON EL, NOBLE MIKHAIL JM FIRDAUS EL ; YOQUESHA AUNDRIA TERRY, NOBLE TERRY BEY & CLAN MOTHER RED WOLF BEY are the only name(s) on the account.

### MICHAEL JAMES FERGUSON JR FOREIGN PRIVATE TRUST AND PURPOSE OF THE TRANSACTION

NOBLE FERGUSON EL aka Michael Ferguson El is a private citizen/national who currently resides in Pittsburgh, PA, and operates one (1) registered nonprofit sole proprietor and one (1) nonprofit corporation (Between Noble Firdaus El Express Trust & MICHAEL JAMES FERGUSON JR FOREIGN PRIVATE

TRUST – dba NOBLE FERGUSON EL serving for MICHAEL JAMES FERGUSON JR CONSERVATORSHIP as Michael Ferguson El and the Native Sun Finance, LLC – Entity Number), while also serving as co-owner and co-chairman of the NATIVE SAN & Company (a for-profit company currently registered in the State of Alabama (USA). Founded in December 2019, MICHAEL JAMES FERGUSON JR provides community outreach social program to citizens and citizen-based groups or tribes following support by Ambassador Temple of Moorish America (Sovereign Aniyunwiya Nation) EIN 82-2614613 [S.A.N.]. The EIN of the NATIVE SAN & Company, LLC is 87-1722940.

The Clan Mother Red Wolf Bey Express Trust doing business as Clan Mother Red Wolf Terry Bey and The Native San & Company, LLC have been established and partnered to provide business management and humanitarian and community outreach services to communities in the United States, as well as International Regions. With regards to this sustainable goal, we have fashioned from a great manifestation of self determined and self-willed individuals who meet the standards of qualifying to bring excellent services in their respective areas. We have purposely recruited members who are strategically positioned in the occupations that they have matured in areas of loving their ongoing years of experience. In addition to the combination of sustainability, we have also recruited a team of young professionals who bring about a thorough energy of wonderful ideas and flowing trend in assisting in the educational training and executing. Together, we believe that we represent a business model structured for the future, integrating corporate revenue and generational wealth to manage and the ushering forth humanitarian and social development services that raise the bar for developing better sustainable communities which we covenant.

### **Purpose of the Transaction**

We have partnered with MICHAEL JAMES FERGUSON JR, and YOQUESHA AUNDRIA TERRY, to participate in several key projects involving humanitarian services and functions, which will be supported by business operations provided by venture partners. We request this transfer as a means of generating funding to support these efforts. The investment is a part of our commitment to sponsor humanitarian mechanisms and methods that generates projects in multiple regions throughout the national and international communities.

On behalf of MICHAEL JAMES FERGUSON JR FOREIGN PRIVATE TRUST, we authorize you to deduct any outstanding fees due from the credit balance in the subject account. We acknowledge that Fidelity reserves the right to review all assets being conveyed or transferred prior to acceptance.

NOBLE FERGUSON EL and CLAN MOTHER RED WOLF TERRY BEY is the legal owner of the shares, which are clear of any liens, claims or encumbrances. We hereby acknowledge that the information and instructions on this form are complete and accurate and that Fidelity will rely on such information and instructions, which shall be binding on the undersigned.

We understand that Fidelity, in acting on the instructions herein, has no duty to us with respect to the transfer or delivery of the assets identified herein, other than to make a reasonable effort to carry out the instructions. In consideration of your accepting these instructions, NOBLE FERGUSON EL hereby releases and discharges Fidelity from any liability or claim in connection with the foregoing instructions and agree to indemnify and hold Fidelity harmless against loss from any action, claim or demand of any



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person as a result of Fidelity complying with these instructions, except where gross misconduct and negligence take part with Fidelity.

**Office of Foreign Assets Control (OFAC)**

On August 26, 2021, to include August 27, 2021, we provided information to OFAC to verify and confirm that we were not listed on any database that was associated with money laundering or terrorist organizations. The review of the database resulted in no such findings or associations.

**Accuracy of the Data provided in the Resource Reports**

Neither the Securities and Exchange Commission nor the Internal Revenue Service/United States Department of Treasury, nor any other regulatory body or entity has disapproved of these securities or passed upon the accuracy or adequacy of the reports from which the data was retrieved. There is currently no outstanding penalties or liens associated with this account.

Please do not hesitate to contact me should there be any questions or concerns.

Best Regards

**Noble Mikhail Jabal M. Firdaus El (Independent Contractor)**

Super Account Administrator

Michael James Ferguson Jr Foreign Private Trust

Chief Executive Officer – Clan Mother Red Wolf Bey Express Trust

Co-Chairman – Native San & Company, LLC

Administrative Office of NOBLE FERGUSON EL

2501 Mastin Lake Road NW Suite 3563, Huntsville, AL 35810 USA

**Email:** [mikhailfirdausel@gmail.com](mailto:mikhailfirdausel@gmail.com) **Telephone:** 917-257-5140 **Web:** [sovereignaniyunwiyonation.wordpress.com](http://sovereignaniyunwiyonation.wordpress.com)

**On behalf of:**

NOBLE FERGUSON EL - Owner / Trustee

MICHAEL JAMES FERGUSON JR FOREIGN PRIVATE TRUST

Member / Chairman - Native San & Company, LLC

CFO-Treasurer / Trustee - Noble Firdaus El Express Trust

P.O. Box 3563

Huntsville, AL 35810

Telephone: +1 306-400-3225 or 917-257-5140

Email: [mfergusonel@gmail.com](mailto:mfergusonel@gmail.com)

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