

Preamble: The following MEMORANDUM OF AGREEMENT, as provided by Global Alliance Investment Association, is intended as a guide. If it is acceptable as is, when signed by the parties it becomes a legal contract. If there are points requiring negotiation, GAIA will entertain them by telephone or fax so that they may be corrected or rewritten to suit the needs of all participants.

**MEMORANDUM OF AGREEMENT (MOA)
Deed of Assignment for Consideration No. 18102001**

This is a Memorandum of Agreement regarding contracts derived from the referenced collateral, Bonus Certificate 3392-181.

This Memorandum of Agreement, entered into as of July 1, 2000, is by and between JVP M-P ASSO., INC., Address, RP and GLOBAL ALLIANCE INVESTMENT ASSOCIATION, (GLOBAL) a Nevada corporation with corporate offices at 5344 Images Ct, Las Vegas, Nevada 89107, U.S.A.

Whereas, GLOBAL is in the business of providing collateral to qualified entities in a variety of denominations appropriate to the needs of qualified entities, and

Whereas, JVP is a qualified entity desirous of obtaining collateral, and

Whereas, GLOBAL is the owner of all rights, title and interest derived from the valid debt obligation of the United States, particularly Bonus Certificate 3392-181, hereinafter referred to as the "Bonus Collateral" or DEED (DEED OF ASSIGNMENT FOR CONSIDERATION), and

Whereas, JVP will use the Bonus Collateral or a portion thereof "Righteously", herein meaning for humanitarian purposes allowing no part of any proceeds derived from the use of this collateral to be used for any war-related activity, now

Therefore, the parties hereto, in consideration of the promises, representations, warranties herein made and other considerations agree to the following terms and conditions:

1. Availability. GLOBAL warrants it has in its legal possession all rights, title and interest derived from Bonus Certificate 3392-181, the Bonus Collateral, worth in excess of 10 Trillion Dollars (US) and shall assign to JVP so much of the Bonus Collateral as shall be mutually agreed.

2. Place where DEEDs and/or proceeds shall be utilized. The project(s) for which the Bonus Collateral shall be used shall be located outside the territory of the United States and no attempt at funding shall occur within the United States. JVP expressly warrants hereby that JVP will in no way allow any part or portion of the DEED(s) issued to JVP to be used in any so-called "high yield" or trading program.

3. Validity. GLOBAL warrants that the Bonus Collateral is valid debt of the United States Treasury and is guaranteed by the Federal Reserve.

4. Confirmation. GLOBAL reserves the right to coordinate the making of any and all claims for the collection of all DEEDs so issued and JVP shall make no effort to make a claim on the Bonus Collateral, or to verify its validity, with the Federal Reserve or the U.S. Treasury without the express written permission of GLOBAL. All requirements of the Uniform Commercial Code, which is by treaty superior to all other law and from which there is no appeal, were completed February 16, 1999, thus leaving the debtor(s) no recourse but to pay the debt and its accumulating interest.

5. Consideration. In consideration of assigning the Bonus Collateral to JVP, JVP will pay or cause to be paid to GLOBAL from the loan proceeds, 50% of each and every fund emission. The remaining 50% of each and every fund emission shall be retained by JVP.

As a further consideration, JVP (or its designee) shall arrange for the purchase of gold equal to the GLOBAL portion of each emission to be held in the name of GLOBAL (or its designee) by JVP (or its designee) to be used as collateral for a line-of-credit to be accessed by GLOBAL subject to a limit of eighty percent (80%), and

As a further consideration JVP (or its designee) shall arrange for the establishment of bank accounts in the name of GLOBAL (or its designee) through which GLOBAL may access its line-of-credit.

6. Implementation. The parties hereto realize that most banks do not have the funds adequate to singularly fund a loan of the magnitude herein contemplated. Accordingly, the funding process may entail several steps, including the issuance of a credit facility, such as a Certificate of Deposit, a Collateral Receipt, Letter of Credit, or Bank Guarantee by one institution and then funding to that credit facility by one or more other institutions, or it may be useful to utilize the Guaranteed Investment Contracts of qualifying insurance companies. The commitment of the Bonus Collateral shall therefore be permitted to precede the release of the proceeds while the funding process is carried out. The parties hereto will cooperate to facilitate the loan(s) and will make full disclosure of the relevant events related to issuance of collateral through to distribution of proceeds.

7. Possession. During the loan, the collateral shall be in the possession of the lender. Upon satisfaction of the loan, ownership and possession of the collateral shall be returned to GLOBAL.

8. Notices. Any written notice, demand or request that is required to be made hereunder, may be served in person, by FAX, or by Courier (e.g. FedEx, DHL), addressed to the party to be served at the address set forth in the first paragraph hereof. The addresses stated herein may be changed as to the applicable party by providing the other party with notice of such address change in the manner provided in this paragraph.

9. Invalidity. In the event any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

10. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, may be submitted to arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. Procedures. Should litigation arise, service of process may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected. As the parties are in different countries, a period of thirty days beyond the time otherwise allowed to answer service of process shall be permitted.

12. Governing Law. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all

other expenses, to the extent taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

13. Merger. This agreement is the entire agreement by and between the parties and may only be modified by written agreement signed by both parties.

14. Authority. Each party represents and warrants that it is duly organized and validly existing, in good standing under the laws of the jurisdiction of its incorporation (if applicable), is qualified to do business and is in good standing with full power and authority to consummate the transaction contemplated hereby.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of July 1, 2000 in Makati City, R.P.

Signed, sealed and delivered by:

Global Alliance Investment Association

JVP M-P Asso, Inc.

by _____
E.J. Ekker, President

by _____
xxxxxxxxxxxxx, President

by _____
Ronald W. Kirzinger, Secretary

by _____
xxxxxxxxxxxxx, Secretary