DATE : 08/04/2019

REF  :

LESSEE CODE:

LESSOR CODE:

TRANSACTION CODE:

**DEED OF AGREEMENT**

**The Lessor** :

Address :

Company Reg No :

Represented by :

Nationality :
Passport No. :

 (Hereinafter to the 'Lessor' on one part)

**And**

**The Lessee :**

Address :

Represented by :

Nationality :

Passport No. :

Telephone :

(Hereinafter to the 'Lessee' on the other part)

WHEREAS. The Lessee desires to lease Bank Guarantee/Stand-By Letter of Credit (BG/SBLC) from the Lessor. Lessee confirms with full corporate and legal responsibility that funds available to fulfill the requirements for the Lease of this instrument is ready and Lessee further confirm to cooperate with the Lessor.

WHEREAS. The Lessor desires to Lessee transfer and assign all rights title and interest of the SBLC available to the Lessee. Lessor represents and warrants that it has the ability and resource to arrange through associates, contracts and sources, with full corporate responsibility, financial instrument in the term of assignments to be provided to Lessee. Lessor hereby declares under penalty of perjury that the BG/SBLC will be backed by funds that are good, clean, clear, and free of non criminal origin, the BG/SBLC will be free and clear of all liens, encumbrances and third party interests.

**NOW THEREFORE**, The Lessee has agreed to lease the BG/SBLC at **6%** + **2%** of Face Value for the instrument requested and Lessor has agreed to issue BG/SBLC for Lessee and both Parties hereby agree to the following:

**Description of Instrument:**

1. Instrument: Bank Guarantee/Stand-By Letter of Credit (BG/SBLC)

2. Total Face Value: **Total Face Value: 5Billion EURO (FIVE BILLION EURO)**

3. Issuing Bank: Barclays Bank Plc, Deutsche Bank AG, HSBC

4. Age: One Year and One Day

5. Buying Price: 6**%+2%+** of Face Value package.

6. Delivery: MT-760 {Bank-To-Bank Swift}

7. Payment: Wire Transfer {Swift MT103}

8. Hard Copy: Bonded Courier Service {within three banking days}

**LEASE PROCEDURE:**

• Lessor and Lessee execute, sign and initiate the Deed of Agreement, which thereby automatically becomes a full commercial recourse contract agreement.

•Within Three (03) banking days, the Lessee and Lessor bank will make security deposit of 0.25% face value of instrument to an accredited Escrow Agent. A transmission wire copy will be sent to the Lessor and Lessee for confirmation with the Escrow Agent.

•Within three (03) banking days after confirmation of the deposit by the Escrow Agent in his account, Lessor‘s Bank will issued MT799 pre-advice to confirm receiving Bank readiness to receive the BG/SBLC via MT760. After verification of MT799, Lessor’s Bank delivers BG/SBLC via MT760.

•After receiving and verifying that MT760 (ICC600 or latest version), the Lessee’s bank will release MT103 {Bank to Bank Swift} for the lease cost of 6% and 2% commission as in FPA.

• Within Two (02) after MT760 is received by the Lessee, the Escrow Agent will release the Euro 250,000.00 back to the Lessee.

• The Lessor will deliver the hard copy of the BG/SBLC to the Lessee’s Bank via bank bonded courier in Three (03) banking days.{Bank to Bank Swift}

**NON-SOLICITATION**

The Lessor hereby confirms and declares that the Lessor, its associates or representatives or any person or persons on its behalf has/have never ever solicited the Lessee, its shareholders or associates or representatives in any way whatsoever that can be construed as a solicitation for this transaction or for future transactions.

**FORCE MAJEURE**

**Any delay or failure of performance by** Lessee **or** Lessor **in the obligations under this agreement also attract 1% payment of the face value of BG/SBLC as penalty.**

Any delay in or failure of performance by either party of their respective obligations under this agreement shall not constitute a breach hereunder or give rise to any claims for damages if, and to the extent that such delays or failures in performance are caused by events or circumstance beyond the control of such party.

The term “Beyond the Control of Such Party “Include Lawful order of Government or Authority, Act of War, Rebellion or Sabotage, Fire, Flood, Earthquake or other natural disasters. Any other cause not within the control of such party or which is by exercise of reasonable diligence, the party will be unable to foresee or prevent or remedy.

**ARBITRATION**

All disputes and questions whatsoever which arises between the parties to this agreement and touching on this agreement on the construction or application thereof or any account cost, liability to be made hereunder or as to any act or way relating to this agreement shall be settled by the arbitration in accordance with the arbitration laws of the ICC.

This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. Neither of the parties may alter, amend, nor modify this agreement, except by an instrument in writing signed by both parties. This agreement will be governed by and construed in accordance with the laws of United Kingdom. In the event that either party shall be required to bring any legal actions against the other it enforce any of the terms of this agreement the prevailing party shall be entitles to recover reasonably attorney fees and costs.

Lessee initials Lessor initials

For and On behalf of the Lessee. For and On behalf of the Lessor

**FOR OR ON BEHALF OF THE LESSEE**.

Name:

Designation:

Passport #:

Issue date:

Expiry date:

(PASSPORT PIC IN COLOR)

**(CORPORATE SEAL)**

Lessee initials

For and On behalf of the Lessee.

The Seller/Lessor and Lessee agree to the following banking co-ordinates pertaining to the agreement herein above stated:-

 **LESSOR’S BANK CO-ORDINATES TO ISSUE SBLC**:

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **IBAN NUMBER** |  |
| **SORT CODE** |  |

**LESSOR and LESSEE reserve the right to change the bank coordinates stated herein at anytime by providing written request to the undersigned, THE RECEIVING BANK IS DIFFERENT TO SENDING BANK. (IT’S OUR BANK REGULATIONS AND PROCEDURE).**

 **LESSOR BANK CO-ORDINATE TO RECEIVE FEE**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **IBAN NUMBER** |  |
| **SORT CODE** |  |

**LESSOR BANK CO-ORDINATE TO RECEIVE LEASE COST 6%**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **IBAN NUMBER** |  |
| **SORT CODE** |  |

In consideration of the mutual benefits to be derived by the associates or affiliated individuals, agents, companies, designees, trustees or executors, it is understood and agreed that the parties hereto are mutually desirous of effecting this business transaction in co-operation with one another for their mutual benefit and all signatory parties agree to abide by the following terms and conditions:

1. Each party agrees that they will not make any contact with, deal with or be involved with individuals, trader and investor introduced by another signatory without specific permission of the introduced signatory for the Investor.

2. The signatory agrees to keep confidential the identity of and all contacts so provided by any other signatories.

3. The parties hereto agree that all commissions or fees as agreed by the parties shall be paid in full at the end of every transaction.

4. This agreement shall be legally binding on the parties hereto, their principals, employees, representatives, agents and assigns in all countries of the world.

5. The parties hereto affirm that in every case they will act with the highest standards of ethics and honesty in all their dealings.

This agreement shall be respected and honored at all times, unless otherwise mutually agreed upon and any party will permit no attempt or hint of circumvention.

Each of the above parties agrees and understands that any overt or covert action of circumvention prescribed by this agreement shall be a fraudulent act against the other party and will be subject to

Judicial action, recompense for damages, possible punitive damages and injunctive relief imposed by the legal process.

 **FOR AND ON BEHALF OF THE LESSOR.**

Name:

Passport No:

Date of expiry:

Place of Issue:

(PASSPORT PIC IN COLOR)

**(CORPORATE SEAL)**

 **LESSEE BANK CO-ORDINATE TO RECEIVE BG/SBLC MT760**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **IBAN NUMBER** |  |
| **SORT CODE** |  |

 **LESSEE BANK CO-ORDINATE TO ISSUE MT103 LEASE COST 6%+2**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **IBAN NUMBER** |  |
| **SORT CODE** |  |

Seller/Lessor initials

 **CLIENT INFORMATION SHEET**

In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Marketing Commission Circular of December 1998, concerning the prevention of money laundering, the following information may be supplied to banks and/or other Federal Institutions for purposes of verification.

|  |  |  |  |
| --- | --- | --- | --- |
| 1) | **Lessee’s Name** | : |  |
|  | Business Address | : |  |
|  | Telephone and Mobile # | : |  |
|  | Facsimile | : |  |
|  | E-Mail Address | : |  |
| 2) | **Represented By** | : |  |
|  | Nationality | : |  |
|  | Passport No. | : |  |
|  | Date if Issue | : |  |
|  | Date of Expiration | : |  |
|  | Telephone and Mobile # | : |  |
|  | E-Mail Address | : |  |
|  | **Bank co-ordinates** | : |  |
|  | Name of Bank: | : |  |
|  | Bank Account Name | : |  |
|  | Bank Account Number: |  |  |
|  | Bank SWIFT CODE: |  |  |

Declaration: I hereby swear under penalty of perjury, that the information provided is both true and accurate. I am the signatory on the aforementioned bank account. All monies engaged in this transaction are derived from non-criminal origin; and, are good, clean and cleared. The origin of funds are in compliance with Anti-Money-Laundering Policies as set forth by the Financial Action task Force (FATF) 6/01

LESSEE / CLIENT Certificate of Incorporation

LESSEE PASSPORT.

**VERBIAGE OF THE FINANCIAL INSTRUMENT VIA SWIFT MT799**

FROM:

BANK NAME:

BANK ADDRESS:

DATE OF ISSUE:

MATURITY DATE:

CURRENCY: EUROS

PRINCIPAL AMOUNT: FIVE HUNDRED MILLION (500,000,000.00).

REMITTER:

ACCOUNT NO:

TO:

BANK NAME:

BANK ADDRESS:

BANK SWIFT CODE:

ACCOUNT NAME:

ACCOUNT NUMBER IBAN:

ACCOUNT NUMBER:

BANK OFFICER NAME:

BANK OFFICER TEL:

BANK OFFICER FAX: 3

BANK OFFICER EMAIL:

RE: TRANSACTION CODE:

PLS, INPUT YOUR PREFARED VERBAGE AND ACCOUNTS COORDINATE AND AMOUNT.

(FIND PREFARED VERBIAGE AS ATTACHED) .

FOR AND ON BEHALF OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_:

NAME BANK OFFICER (1) NAME BANK OFFICER (2)

TITLE TITLE

PIN CODE PIN CODE

LESSOR’S FUNDING BANK VERBIAGE FOR POF VIA MT799 SWIFT MESSAGE.

SWIFT MESSAGE TEXT – POF MT799 BLOCKED FUNDS
SENDER:

BANK NAME :
ADDRESS :
SWIFT CODE
BANK OFFICER
REF. NUMBER:

RECEIVER:
BANK NAME:
ADDRESS:
ACCOUNT NAME:
BENEFICIARY:
Ref -Transaction:
ACCOUNT NO:
SWIFT CODE:
IBAN#:

BANK OFFICER NAME:
BANK EMAIL:
BANK TEL DLINE :

WE, ……….. LOCATED AT ……………., CONTRACT NO. ………. ----HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY THAT OUR CLIENT ……………..HAS ON DEPOSIT WITH OUR BANK UNDER THEIR SOLE AUTHORITY AND SIGNATURE IN ACCOUNT No………….   FUNDS TOTALLING THE SUM OF …………… MILLION EUROS (€ ……….,000,000.00);

THESE FUNDS ARE CLEAN, CLEARED, OF NON-CRIMINAL ORIGIN AND ARE FREE OF ANY LIENS AND ENCUMBRANCES AND ARE AVAILABLE TO THE CLIENT WITHOUT ANY RESTRICTIONS.

FURTHER THIS LETTER CONFIRMS THAT WE HAVE PLACED AN ADMINISTRATIVE BLOCK ON THESE FUNDS IN FAVOR OF ..................... FOR A PERIOD OF 60 DAYS, AND VERIFY THAT THE FUNDS WILL REMAIN UNENCUMBERED DURING THIS PERIOD.

THIS INSTRUMENT IS VERIFIABLE & CONFIRMABLE BY RESPONSIBLE BANK INQUIRY.

THESE FUNDS HAVE BEEN RESERVED AND BLOCKED FOR THE SOLE AND EXCLUSIVE BENEFIT OF .............. with ACCOUNT NUMBER………., THIS MT799 BLOCKED FUND IS IRREVOCABLE, TRANSFERABLE AND IS SUBJECT TO THE UNIFORM COMMERCIAL ICC CODE 600 AS IT PERTAINS TO SUCH BANK CREDITS INSTRUMENTS.

FOR AND ON BEHALF OF ……

BANK OFFICER NAME                                                         BANK OFFICER NAME
TITLE                                                                                                   TITEL
PIN CODE                                                                                      PIN CODE
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                                               \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **LESSOR PASSPORT**

 **RESOLUTION OF THE BOARD OF DIRECTORS**

 Minutes of the meeting of the Board of Directors, held on Wednesday, 24 April 2019

 **Articles of Incorporation of the Company.**

A special meeting of the Board of Directors of …………………………………………………..(hereinafter referred to as “Corporation”) was duly held in accordance with the Articles of Association/By Laws of the Corporation.

 Present at the meeting were the following Directors:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Director and Chairman,

The meeting of the Directors undertook the following Corporate Resolution, which has been recorded in the Minute of the Book of the Corporation.

It was unanimously resolved to utilize funds/assets in deposit at (name of the Bank) for an investment opportunity.

Additionally it was unanimously resolved, that ………………………………….., Director of the Corporation since (Y/M/D) and authorized signatory of the funds/assets on deposit, is authorized to use corporate bank accounts, to enter into instrument and fee agreements as necessary, to make selections as to which investment will suit best the placement of these funds/assets so as to assure the anticipated financial returns and to receive and distribute all profits from the investment.

The necessary authority and powers required to undertake these tasks and responsibilities are hereby granted to:

Name :

Passport No. :

Country of Origin :

It is therefore, unanimously resolved that the appointed officer and director shall have the authority to negotiate all details and sign the final contract with the officer representing the investment and bank officers.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name :**

**Company:**

**Title  : Chairman & CEO**

**Passport No :**

**Country of issue :**

**Date of Issue: < SEAL >**

 **IRREVOCABLE MASTER FEE PROTECTION AGREEMENT**

**BANK INSTRUMENT DESCRIPTION**

**Description of Instrument:**

**1. Instrument: BG/SBLC**

**2. Total Face Value: 5 Billion EURO (FIVE BILLION EURO)**

**3. Issuing Bank: BARCLAYS BANK PLC, DEUTSCHE BANK AG, HSBC LONDON**

**4. Age: One Year and One Day**

**5. Leasing Price: 6%+2%+ of Face Value package**

**6. Delivery: MT-760 {Bank-To-Bank Swift}**

**7. Payment: Wire Transfer {Swift MT103}**

**8. Commission: 2.00% (1% LESSOR SIDE – 1% LESSEE SIDE), per separate IMFPA**

**WE, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(AS THE LESSEE, HEREINAFTER AS THE “PAYER”), REPRESENTED BY THE DIRECTOR AND THE AUTHORIZED SIGNATORY Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, THE HOLDER OF\_\_\_\_\_\_\_\_ PASSPORT NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, WITH OFFICE ADDRESS AT** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, DO HEREBY IRREVOCABLY GUARANTEE, WITH FULL PERSONAL AND CORPORATE RESPONSIBILITY AND AUTHORITY UNDER PENALTY OF APPLICABLE PERJURY LAWS, TO ACT AS PAYER TO PAY THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT WITH AN IRREVOCABLE CORPORATE PAYMENT ORDER WHICH IS AN INTEGRAL PART OF ABOVECODED AGREEMENT IN THE TOTAL AMOUNT OF TWO PERCENT (2%) OF THE TOTAL FACE VALUE OF THE BANKINSTRUMENTS.**

**TOTAL TWO PERCENT (2%) CONSULTANT FEES, ONE PERCENT (1%) FOR THE SELL SIDE AND ONE PERCENT (1%) FOR THE BUY SIDE, WHICH SHALL BE PAID INTO THE BELOW BANK ACCOUNT/S OF BOTH PARTIES’ BENEFICIRIES FOR DISTRIBUTION AND WHICH SHALL INCLUDE ALL ROLLS AND EXTENSIONS.**

**LESSOR SIDE: 1% of face value of each and every tranche of total contract amount, including any and all rolls and extensions:**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **IBAN NUMBER** |  |
| **SORT CODE** |  |

**LESSEE SIDE: 1% OF FACE VALUE OF EACH AND EVERY TRANCHE INCLUDING ROLLS AND EXTENSIONS:**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER** |  |
| **BANK TELEPHONE** |  |
| **BANK FAX** |  |

**THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT& IRREVOCABLE CORPORATE PAYMENT ORDER AND THE PAYMENT OF CONSULTING FEES HEREIN ARE SUBJECT TO THE INTERNATIONAL CHAMBER OF COMMERCE “ICC” AND THE ICC ARBITRATION ACT AS ADOPTED BY THE ICC OFFICE IN HONG KONG, BY THREE ARBITRARY APPOINTEES IN ACCORDANCE WITH ICC RULES. ALL NC/ND CLAUSES AS PRESCRIBED BY ICC RULES (LATEST EDITION) SHALL APPLY TO THIS AGREEMENT AND PAYMENT ORDER. THIS AGREEMENT AND IRREVOCABLE CORPORATE PAYMENT ORDER IS IRREVOCABLE, DIVISIBLE, AND UNCONDITIONAL, AND MAY BE ASSIGNED ONLY BY THE BENEFICIARIES NAMED HEREIN. THIS AGREEMENT AND IRREVOCABLE CORPORATE PAYMENT ORDER MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH ONE SHALL BE DEEMED AN ORIGINAL AND ALL TOGETHER SHALL CONSTITUTE ONE AND THE SAME DOCUMENT.**

**A SIGNED FAX OR ELECTRONICALLY TRANSMITTED COPY OF THIS DOCUMENT SHALL BE DEEMED BINDING ON THE “PARTIES” WITH THE FORCE AS THE SIGNED ORIGINAL. THE AGREEMENT AND IRREVOCABLE CORPORATE PAYMENT ORDER IS VALID WHEN COMMENCEMENT OF THE ABOVE-REFERENCED TRANSACTION TAKES PLACE AND SHALL REMAIN VALID AND ENFORCEABLE FOR THE FULL TERMS OF THE TRANSACTION, INCLUDING ANY NEW AGREEMENT BETWEEN THE PARTIES AND/OR THEIR ASSIGNS.**

 **THE BENEFICIARIES RESERVE THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANY TIME BY PROVIDING WRITTEN REQUEST TO THE BUYER/PAYER. UPON EXECUTION OF THE AGREEMENT AND THE FINAL AGREEMENT AND PRIOR TO, OR SIMULTANEOUSLY WITH THE FIRST TRANSACTION, WE GUARANTEE THAT THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT AND IRREVOCABLE CORPORATE PAYMENT ORDER WILL BE LODGED WITH THE LESSEE’S/PAYER’S BANK.**

**THE LESSEE’S/PAYER’S BANK SHALL PROVIDE THE BENEFICIARIES BY E-MAIL OR BY TELE/FAX WITH COPIES OF THE SWIFT RELATED TO ALL PAYMENT INSTRUCTIONS UPON THE CLOSING OF EACH AND EVERY TRANSACTION OF THE ABOVE TRANSACTION.**

 **THE LESSEE BANK DETAILS TO PAY COMMISSION:**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER** |  |
| **BANK TELEPHONE** |  |
| **BANK FAX** |  |

**IN THE EVENT THAT THE TRANSACTION WAS NOT PERFORMED OR ONLY PERFORMED IN PART, THE PAYMASTERS / BENEFICIARIES LISTED ABOVE SHALL NOT HOLD THE UNDERSIGNED PAYER RESPONSIBLE FOR ANY EXPENSES, CHARGES AND/OR COST, OR HOLD THE PAYER LIABLE FOR ANY CIVIL AND CRIMINAL ACTIONS. THE UNPERFORMED PART OF THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT WILL THEREFORE AUTOMATICALLY BECOME NULL AND VOID.**

**THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT & IRREVOCABLE CORPORATE PAYMENT ORDER SHALL BE LODGED IN OUR BANK AND A COPY FROM THAT BANK WILL BE FORWARDED TO ALL BENEFICIARIES.**

**WE AGREE TO THIS ABOVE IRREVOCABLE MASTER FEE PROTECTION AGREEMENT & IRREVOCABLE CORPORATE PAYMENT ORDER IN ITS ENTIRETY.**

**SIGNED ON THIS 3 DAY OF March, 2019**

**For and On behalf of the Lessee:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE: (CORPORATE SEAL)**

**Name:**

**Title:**

**Passport No:**

**Place of Issue:**

**Issue date:**

**Expiry date:**

**WE ACKNOWLEDGED THE ABOVE IRREVOCABLE FEE PROTECTION AGREEMENT IN ITS ENTIRETY.**

**SIGNED ON THIS 3 DAY OF March, 2015**

**FOR AND ON BEHALF OF LESSOR:**

**SIGNATURE: (CORPORATE**

**SEAL)**

**Name:**

**Title: Provider**

**Passport No:**

**Place of Issue:**

**Issue date:**

**Expiry date:**