

AGREEMENT NUMBER:  
 TRANSACTION CODE:  
 INVESTOR CODE:  
 RECEIVER CODE:  
 DATE: June 05, 2014

## INVESTMENT AGREEMENT through EBICS (Electronic Banking Internet Communication Standard)

**INVESTOR (SENDER):** Don James Jorden

ACCOUNT NAME (Investor name):	Don James Jorden
ACCOUNT NO:	826296722P
ADDRESS:	Geneva Switzerland
BANK NAME:	UBS Bank
Common sever IP:	193.5.110.18
Common sever ID:	AS4377
UTR NO:	UBSWCH001296240322
Global server ID:	AS8XXX
Global server IP:	193.5.110.24
IBAN:	CHKKZH30A00082xxx722P
IMAD No:	00162483UBSWCHZH241806718
SWIFT:	UBSWCHZH30

TOGETHER WITH THE AUTHORIZED REPRESENTATIVE OF OUR COMPANY, MR **ABIODUN AWOYEMI**, **UNITED KINGDOM OF GREAT BRITAIN** CITIZEN, PASSPORT HOLDER NUMBER 510359557  
 HEREINAFTER REFERRED TO AS “**THE PARTY 1**” AND:

**RECEIVER:**

COMPANY NAME	
REPRESENTED BY	
TITLE	
PASSPORT NUMBER	
ISSUED PLACE & DATE	
DATE OF EXPIRY	
COUNTRY OF ISSUE	
BANK NAME	
BANK ADDRESS	
SWIFT CODE	
ACCOUNT NAME	
ACCOUNT No. IBAN	
COMPANY NAME	
COMPANY NAME	

HEREINAFTER REFERRED TO AS: “**THE PARTY 2**”

**1. RECITALS & REPRESENTATIONS**

1.1. WHEREAS, PARTY 1 WISHES TO UNBLOCK/ DOWNLOAD CASH FUNDS CURRENTLY DEPOSITED AT UBS BANK GENEVA SWITZERLAND /IN THE FACE VALUE UP TO €42.000.000.000 (FOURTY TWO BILLION EURO) WITH RISE AND EXTENSION.

1.2. PARTY 1 IS THE OFFICIAL OWNER OF FUNDS GIVEN IN POINT 1.1. PARTY 1 HEREBY DECLARES UNDER PENALTY OF PERJURY THAT THE FUNDS ARE GOOD, CLEAN , CLEAR, AND FREE OF NON-CRIMINAL ORIGIN, AND ARE FREE AND CLEAR OF ALL LIENS , ENCUMBRANCES AND THIRD PARTY INTEREST, AND

1.3. WHEREAS, PARTY 2 CONFIRMS THAT THEY HAVE OPPORTUNITY TO REPRESENT THE BANK, ..... WHICH IS READY, WILLING AND ABLE TO

THE PARTY 1:

THE PARTY 2:

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ACCEPT AND SECURE THROUGH EBICS (Electronic Banking Internet Communication Standard) PROCEDURE TO UNBLOCK/DOWNLOAD THE CASH FUNDS STIPULATED IN ITEM 1.1. AND ENDORSE THEIR DISBURSEMENT AS DESCRIBED IN THIS AGREEMENT, AND

1.4. WHEREAS, THE PARTIES HAVE SPECIAL EXPERIENCE/OPPORTUNITY IN THE AREAS OF BANKING AND INTER BANK SCREEN TRANSACTIONS NECESSARY FOR EXECUTION OF THIS TRANSACTION, AND

1.5. WHEREAS, IT IS AGREED BY THE PARTIES TO SET FORTH CONDITIONS AND THEIR COVENANTS IN WRITING, AND

1.6. INVESTMENT FUNDS TRANSFERRED BY PARTY 1 TO THE PARTY 2 ARE FOR THE EXECUTION OF THE INVESTMENT AGREEMENT Humanitarian/Investment/42B EURO /..... signed MAY 05<sup>TH</sup> 2014 ON THE TERRITORY OF ..... THIS INVESTMENT FUNDS WILL BE ALSO USED FOR MEDICAL, SOCIAL, HUMANITARIAN AND OTHER PROGRAMS IMPROVING STANDARD OF LIFE AND LIFESPAN.

1.7. NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

**2. DESCRIPTION OF FUNDS**

2.1. THE CASH FUNDS IN THE TOTAL AMOUNT OF €42.000.000.000 (FOURTY TWO BILLION EURO) ARE AVAILABLE TO TRANSFER VIA EBICS (Electronic Banking Internet Communication Standard) BY FUNDS PARTY 1 TO THE BANK PARTY 2 ACCORDINGLY THE PROCEDURE DESCRIBED IN ARTICLE 3 OF THIS AGREEMENT.

2.2. PARTY 1 CASH FUNDS DESCRIPTION:

FUNDS TYPE	: CASH FUNDS
LEGAL ATTESTATION	: INTERBANK S2S- WEB LINK”
CURRENCY	: EURO
AGREEMENT AMOUNT	: €42.000.000.000 ( FOURTY TWO BILLION EURO) with
FIRST AMOUNT	rolls and extensions €42,000.000,000 ( FOURTY TWO BILLION EURO)
SENDER BANK	: UBS BANK
ADDRESS OF SENDER BANK	: Geneva Switzerland

PAYOUT	60% SENDER
	25% RECEIVER
	5% SENDER MANDATE GROUP
	2.5% SENDER FACILITATORS
	2.5% RECEIVER FACILITATORS
	5% RECEIVER MANDATE AND CONSULTANTS

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**RECEIVER BANK DETALIS:**

**Ebics access code**

01	Bank name:	
02	Bank address :	
03	Bank swift :	
04	Bank account number:	
05	Bank IBAN:	
06	Account name:	
07	Bank Officer Name	
08	Bank Tel Number	
09	Bank Fax Number :+	
10	Transaction Server ID	
11	Transaction Server IP:	
12	Global Server ID	
13	Global Server IP:	
14	Receiving Server IP:	
15	Receiving Server ID:	
16	IMAD:	
17	UTR:	
18	Web link:	

**3. PROCEDURES:**

The first party and the second party execute, sign and seal this Agreement on the Delivery which thereby automatically becomes a full commercial recourse contract. After the present Investment Agreement is signed Party 1 sends to the Party 2 history of investment financial funds, CIS. The Sender and Receiver agree and confirm the window time for the bank-to-bank communication of bank officers. The officer's bank Party 1 must phone to an officer of the bank Party 2 party prior to the start time and coordinate work.

- The bank officer of the Party 2 will tell on E: mail (BANK E-MAIL) to the bank officer of the Party 1 (after his inquiry on E:mail (BANK E-MAIL) data of the bank (UTC, web-link, password etc.).
- Party 1 Bank officer will key in the password and unique identification code received from the Party 2 and fill in the Party 1 bank account details and the amount to be transferred.
- The password and the identification code are unique to receiving account.
- Party 1 Bank officer will press "starting" button and funds would be immediately transferred to the Party 2 account through the corporate internet banking
- **There is no Telegraphic Transfer or Swift involved.** This service is for bank customers who require confidentiality.
- Receiver should invite 2 representative of the sender to supervise the operations from the ..... Ensure the operations and transfers are legitimate.
- Before starting the transfer, the Party 1 informs the Party 2 about the exact details of the transfer, namely: 1) starting time 2) exact amount 3) pertaining Transaction codes.
- After the transfer is done, the Party 1 Bank officer immediately and without any delay submits to the Party 2 via e-mail: (BANK E-MAIL) the Screen Short code, Access code, Sort code, Slip (the Draft is applied to the Present Contract) and the RELEASE CODES, FINAL CODE for downloading the funds.
  - Upon receiving the funds, Party 2 within 72 hours will transfer :
    - **60 % funds** to Provider's indicated bank account of the Party 1, namely, at the expense of the authorized representative of our company (Don James Jordan), Mr. **ABIODUN AWOYEMI**, as **representative of holder sender** and citizen of **United Kingdom/ Great Britain**, Passport Holder Number **510359557**.

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- **25 %** to the Receiver bank account indicated below in the present agreement.  
**15%** as consultant fees to consultants group to the bank account indicated below in the Present Agreement. Group A: Sender Side 7.5%, (Seven point Five Percent) and Group B: Receiver's Side Group, 7.5% (Seven point Five Percent).
- **Can commence with Euro first tranche FORTY TWO BILLION EURO WITH ROLLS AND EXTENSIONS.** Each party is responsible for their taxation.

Upon receipt of the funds in to the account, Receiver will use the funds in project as listed (SWIFT MT103):

**(1) PARTY 1: THE PROVIDER 60% of 100% FROM FULL FACE VALUE, WITH ROLLS AND EXTENSIONS**

Represented by	MR <b>ABIODUN AWOYEMI</b>
Bank name:	UBS Bank
Address:	Geneva Switzerland
Account name:	Don James Jorden
Account №:	826296722P
IBAN NO.	CHKKZH30A00082xxx722P
SWIFT	UBSWCHZH30

**(2) Party 2: THE RECEIVER; 25 % (TWENTY FIVE PERCENT) FROM FULL FACE VALUE, WITH ROLLS AND EXTENSIONS**

COMPANY NAME	
REPRESENTED BY	
TITLE	
PASSPORT NUMBER	
ISSUED PLACE & DATE	
DATE OF EXPIRY	
COUNTRY OF ISSUE	
BANK NAME	
BANK ADDRESS	
SWIFT CODE	
ACCOUNT NAME	
ACCOUNT NO. IBAN	
COMPANY NAME	
COMPANY NAME	

**(3) SENDER SIDE, Consultants Group A: 5% (FIVE PERCENT) FROM FULL FACE VALUE, WITH ROLLS AND EXTENSIONS**

PAYMASTER	CLOSED
AMOUNT TO BE PAID	
REPRESENTED BY	
TITLE	
CONTACT INFORMATION	
PASSPORT NUMBER	
ISSUE DATE	
EXPIRY DATE	

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<b>NATIONALITY</b>	
<b>SIGN / SEAL / DATE</b>	
<b>BANK NAME</b>	
<b>BANK ADDRESS</b>	
<b>ACCOUNT NO.</b>	
<b>ACCOUNT NAME</b>	
<b>SWIFT INSTRUCTION RE USD</b>	
<b>SWIFT INSTRUCTION RE EUR</b>	
<b>BANK OFFICER</b>	
<b>BENEFICIARY GROUP</b>	
<b>BANK TELEPHONE /FAX</b>	
<b>SPECIAL WIRE INSTRUCTIONS</b>	<b>PREADVISE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER &amp; EMAIL a notification immediately upon each transfer payment together with the transactions code/s to:</b>
<b>REQUIRED MESSAGE</b>	<b>ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK."</b>

**4) SENDER SIDE, Consultants Group B: 2.5% (TWO POINT FIVE PERCENT) FROM FULL FACE VALUE, WITH ROLLS AND EXTENTIONS**

<b>PAYMASTER</b>	<b>CLOSED</b>
<b>AMOUNT TO BE PAID</b>	
<b>REPRESENTED BY</b>	
<b>TITLE</b>	
<b>CONTACT INFORMATION</b>	
<b>PASSPORT NUMBER</b>	
<b>ISSUE DATE</b>	
<b>EXPIRY DATE</b>	
<b>NATIONALITY</b>	
<b>SIGN / SEAL / DATE</b>	
<b>BANK NAME</b>	
<b>BANK ADDRESS</b>	
<b>ACCOUNT NO.</b>	
<b>ACCOUNT NAME</b>	
<b>SWIFT INSTRUCTION RE USD</b>	
<b>SWIFT INSTRUCTION RE EUR</b>	
<b>BANK OFFICER</b>	
<b>BENEFICIARY GROUP</b>	
<b>BANK TELEPHONE /FAX</b>	
<b>SPECIAL WIRE INSTRUCTIONS</b>	<b>PREADVISE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER &amp; EMAIL a notification immediately upon each transfer payment together with the transactions code/s to:</b>
<b>REQUIRED MESSAGE</b>	<b>ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH</b>

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IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK."

**(4) RECEIVER SIDE, Consultants Group B-1: 2.5% (TWO POINT FIVE PERCENT) FROM FULL FACE VALUE, WITH ROLLS AND EXTENTIONS, FACILITATOR**

**(CLOSED)**

<b>COMMISSION</b>	<b>2.5% (TWO POINT FIVE PERCENT) of 100% (One Hundred Percent) of each gross payment made to XXXXXXXXXXXX at the closing of each and every tranche including all rolls, extensions and renewals and/or UNTIL EXHAUSTED and any subsequent transactions between Buyer/Platform and the Principle/Seller.</b>
<b>PAYMASTER NAME</b>	XXXXXXXXXX
<b>PAYMASTER EMAIL</b>	XXXXXXXXXX
<b>BANK NAME</b>	XXXXXXXXXXXXXXXXXX
<b>BANK ADDRESS</b>	XXXXXXXXXX
<b>BANK TELEPHONE</b>	XXXXXXXXXX
<b>Bank officer(1):</b>	XXXXXXX
<b>Bank officer tel./fax(1):</b>	
<b>Bank officer e-mail(1):</b>	
<b>Bank officer(2):</b>	
<b>Bank officer tel./fax(2):</b>	
<b>Bank officer e-mail(2):</b>	
<b>Bank officer(1):</b>	
<b>Bank officer tel./fax(1):</b>	
<b>SWIFT CODE</b>	
<b>ACCOUNT NAME</b>	
<b>ACCOUNT TYPE</b>	
<b>ACCOUNT NUMBER</b>	
<b>FOR BENEFIT OF THE FOLLOWING CONSULTANTS</b>	
<b>Signature</b>	
<b>Special Instructions</b>	PREADVISE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER & EMAIL a notification immediately upon each tranche transfer payment together with the transactions code/s to: XXXXXXXXX Please call +XXXXXXXXXXXXX NOTIFY THAT PAYMENT HAS BEEN SENT.
<b>Required Message</b>	All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to: XXXXXXXXXXXXXXXX AND or legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank. SAME DAY TRANSFER AND IMMEDIATE CREDIT

**(5) RECEIVER SIDE MANDATE AND FACILITATORS 5% (FIVE PERCENT) FROM FULL FACE VALUE, WITH ROLLS AND EXTENTIONS, MANDATE**

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GROUP B-2) **Consultant** : 1.25% of 5% Commission to be paid per Each Tranche until completion of the Contract including Rolls & Extensions: CHELU MARIN - **CLOSED**

Commission	1.25 % of 5% Commission to be paid per Each Tranche - <b>CLOSED</b> <b>1.25% (ONE POINT TWENTY FIVE PERCENT) of 5% (Five Percent) of each gross payment made to CHELU MARIN at the closing of each and every tranche including all rolls, extensions and renewals and/or UNTIL EXHAUSTED and any subsequent transactions between Buyer/Platform and the Principle/Seller.</b>
Paymaster	CHELU MARIN
Company Address	INDIVIDUAL
Bank Name	<b>ING BANK NV. AMSTERDAM – BUCHAREST BRANCH</b>
Bank Address	<b>48 IANCU DE HUNEDOARA BLVD, 011745, BUCHAREST, ROMANIA</b>
Account Name	CHELU MARIN
Account No	<b>EURO – RO731INGB0000999900400789; USD – RO811INGB00009999402197</b>
SWIFT Code	<b>INGBROBU</b>
Bank Officer Name	MANAGER IN CHARGE
Bank E-mail	<a href="mailto:contact@ing.ro">contact@ing.ro</a>
Bank Phone/ Fax	<b>+40 21 402 83 91; +40372 388 391; +40314 068 391; Fax- +40 21.222.14.01</b>
Beneficiaries	CHELU MARIN & ASSIGNS
Date	22.05.2014
Signature & Seal	
All Transfer Instructions Shall State:	All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to: <a href="mailto:marcomex2015@gmail.com">marcomex2015@gmail.com</a> AND or legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank. "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEIFICIARY'S BANK." SAME DAY TRANSFER AND IMMEDIATE CREDIT.
Special Instructions:	<b>PREADVICE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER &amp; EMAIL</b> a notification immediately upon each tranche transfer payment together with the transactions code/s <b>XXXXXXXXXX</b> to: <a href="mailto:marcomex2015@gmail.com">marcomex2015@gmail.com</a> .

**6) RECEIVER MANDATE AND FACILITATORS 3.75 % (THREE POINT SEVENTY FIVE PERCENT) FROM FULL FACE VALUE, WITH ROLLS AND EXTENSIONS - OPEN**

"

<b>COMMISSION</b>	<b>3.75%</b> of 5% Commission to be paid per Each Tranche - <b>OPEN</b> <b>1.25% (ONE POINT TWENTY FIVE PERCENT) of 100% (One Hundred Percent) of each gross payment made by paymaster to BENEFICIARIES at the closing of each and every tranche including all rolls, extensions and renewals and/or UNTIL EXHAUSTED and any subsequent transactions.</b>
<b>PAYMASTER NAME</b>	Mr. Michael P. Braunsberg

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<b>PAYMASTER ADDRESS</b>	370 Powell Street, Staten Island, New York 10312
<b>PHONE NUMBER</b>	<a href="tel:(718)967-2306">(718) 967-2306</a>
<b>PAYMASTER EMAIL</b>	<a href="mailto:tradingplatformworlwide@yahoo.com">tradingplatformworlwide@yahoo.com</a>
<b>BANK NAME</b>	<b>CHASE</b>
<b>BANK ADDRESS</b>	<b>TBA</b>
<b>BANK TELEPHONE</b>	<a href="tel:(718)3703975">(718) 370 3975</a>
Bank officer(1):	Peterson N. Chow
<b>TRANSACTION CODE</b>	<b>TBA</b>
<b>REFERENCE</b>	<b>TBA</b>
<b>IBAN NUMBER</b>	<b>TBA</b>
<b>SWIFT CODE</b>	Routing 021000021
<b>ACCOUNT NAME</b>	<b>TBA</b>
<b>ACCOUNT TYPE</b>	<b>TBA</b>
<b>ACCOUNT NUMBER</b>	851383844
<b>FOR BENEFIT OF THE FOLLOWING CONSULTANTS</b>	<p>a.) Mr. Michael P. Braunsberg/Paymaster 1%</p> <p>b.) Mr. <b>Francisco Lopez/ partner of paymaster 1%</b> in sub-fee IMFPA for distribution of commissions to the following beneficiaries:</p> <p><b>1.) Mr. Alejandro Chan Z.</b>  e-mail: <a href="mailto:negocios400@gmail.com">negocios400@gmail.com</a>  Republic of Panama  Commissions: <b>0,0105% day by day by completed tranches with Roll &amp; Extension. Is necessary in my case, the opening of structure offshore account, Mr. Michael please contact me via e-mail.</b> Mr. Michael, I need report of work of Due Diligence of bank to confirm that funds of commissions are lawful.</p> <p><b>2.) Amer Al Azem</b>  Commissions: <b>0,0105% day by day by completed tranches with R &amp; E</b>  Country: Jerusalem  e-mail: <a href="mailto:ameralazem@gmail.com">ameralazem@gmail.com</a></p>
<b>Signature</b>	
<b>Special Instructions</b>	<p>PREADVICE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER &amp; EMAIL a notification immediately upon each tranche transfer payment together with the transactions code/s to: <a href="mailto:tradingplatformworlwide@yahoo.com">tradingplatformworlwide@yahoo.com</a></p>
<b>Required Message</b>	<p>All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to: <a href="mailto:tradingplatformworlwide@yahoo.com">tradingplatformworlwide@yahoo.com</a> AND or legal verification and</p>



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documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank.  
SAME DAY TRANSFER AND IMMEDIATE CREDIT

## WARRANTIES OF THE PARTIES

PARTY 1 WARRANTS THAT PARTY 1 BANK, THE COMMERZBANK AG *FRANKFURT am Main* BANK, CONFIRMS WITH FULL BANK RESPONSIBILITY THAT THE UNDERLYING CASH FUNDS ON THE INTERBANK SCREEN ARE GOOD, CLEAN, CLEAR AND OBTAINED FROM NON-CRIMINAL BUSINESS ACTIVITIES, FREE OF ANY LIENS AND ENCUMBRANCES, AND ARE FREELY AVAILABLE TO PARTY B UNDER THE TERMS & CONDITIONS NOTED HEREIN.

PARTY 1 WARRANTS THAT THE CASH FUNDS DESCRIBED IN THIS AGREEMENT ARE CERTIFIED TO BE FREE, GOOD, CLEAN AND FREE OF ANY ENCUMBRANCES, LEGITIMATELY EARNED AND OF A NON-CRIMINAL ORIGIN, AND THE RESPECTING TRANSFERS TO PARTY 2 BANK ACCOUNT ARE GUARANTEED AND TO BE DONE UNCONDITIONALLY AS STIPULATED IN ARTICLE 3 OF PRESENT AGREEMENT.

Party 2 (RECEIVER) warrants payment of consultants fees **as above mentioned with ROLLS AND EXTENSIONS.**

After Unblocking downloaded financial funds from the interbank screen in accordance with Article 3 (Procedures).

## NON-SOLICITATION:

**EBICS** RECEIVER hereby confirms and declares that **EBICS** ISSUER, its associates or representatives or any person or persons on its behalf has/have never been solicited by any party, its shareholders or associates or representatives in any way whatsoever that can be construed as a solicitation for this transaction or for future transactions.

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

The term "Beyond the Control of Such Party" include Act of War, Rebellion, 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.

## REPRESENTATIONS AND WARRANTIES:

### Representations

(a) **Organization.** It is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation with all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct the business of the Program and the Subsidiaries.

(b) **Enforceability.** This Agreement constitutes the legal, valid and binding obligation of such party enforceable in accordance with its terms.

(c) **Consents and Authority.** No consents or approvals are required from any governmental authority or other Person for it to enter into this Agreement. All action on the part of such party necessary for the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by such party, have been duly taken.

(d) **No Conflict.** The execution and delivery of this Agreement by it and the consummation of the transactions contemplated hereby by it do not conflict with or contravene the provisions of its organizational documents or any agreement or instrument by which it or its properties or assets are bound or any law, rule, regulation, order or decree to which it or its properties or assets are subject.

(e) **Asset Manager.** It has been afforded the opportunity to seek and rely upon the advice of its own attorney, accountant or other professional advisor in connection with the execution of this Agreement.

## MISCELLANEOUS:

### Notice(s).

Any modifications, amendments, addendums or follow on contracts will be executed by the two authorized signatories respectively. When signed and referenced to this agreement, whether received by mail or facsimile transmission as all and

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any facsimile or photocopies certified as true copies of the originals by both parties hereto shall be considered as an original, both legally binding and enforceable for the term of this agreement.

**Specific Performance; Other Rights.**

The parties recognize that several of the rights granted under this Agreement are unique and, accordingly, the parties shall, in addition to such other remedies as may be available to them at law or in equity, have the right to enforce their rights under this Agreement by actions for injunctive relief and specific performance.

**Prior Agreements; Construction; Entire Agreement.**

This Agreement, including the Exhibits and other documents referred to herein (which form a part hereof), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings between them as to such subject matter and all such prior agreements and understandings are merged herein and shall not survive the execution and delivery hereof. In the event of any conflict between the provisions of this Agreement and those of any Joint Ventures Agreement, the provisions of the applicable Joint Venture Agreement shall control.

**Amendments.**

This Agreement may not be amended, altered or modified except (i) upon the unanimous by instrument in writing and signed by each of Investor and Asset Manager.

**Severability.**

If any provision of this Agreement shall be held or deemed by a final order of a competent authority to be invalid, inoperative or unenforceable, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, but this Agreement shall be construed as if such invalid, inoperative or unenforceable provision had never been contained herein so as to give full force and effect to the remaining such terms and provisions.

**Counterparts.**

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to each of the other parties.

**Applicable Law; Jurisdiction.**

This Agreement shall be governed by and construed in accordance with the laws of Switzerland. The parties hereby waive and agree not to assert in any litigation concerning this Agreement the doctrine of forum non-convenient.

**Waiver of Jury Trial.**

THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

**Arbitration.**

Every attempt shall be made to resolve disputes arising from unintended or inadvertent violation of this contractual agreement as far as possible amicably. In the event that adjudication is required local legal process shall be preceded with according to the principal of the ICC as above indicated. Where judicial resolution is not thereby achieved, this matter shall be settled by the ICC itself and the decision of which all Parties shall consider to be final and binding. No State court of any nation shall have subject matter jurisdiction over matters arising under this Agreement.

**No Rights of Third Parties.**

(i) this Agreement is made solely and specifically between and for the benefit of the parties hereto and their respective members, successors and assigns subject to the express provisions hereof relating to successors and assigns, and (ii) no other Person whatsoever shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a Party 3 beneficiary or otherwise.

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**Survival.**

The covenants contained in this Agreement which, by their terms, require performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.

**Headings.**

Headings are included solely for convenience of reference and if there is any conflict between headings and the text of this Agreement, the text shall control.

**No Broker.** Each of Investor and Asset Manager represent and warrant that it has not dealt with any broker in connection with this Agreement and agrees to indemnify, defend and hold harmless each other party hereto and its Affiliates from all claims and/or damages as a result of this representation and warranty being false.

**Currency.** Any exchange of funds between Investor and Asset Manager shall be made in the same currency in which the Investor transferred the investment fund (Article 3). In addition, all calculations pursuant to this Agreement and any Joint Venture Agreement shall be based on ICC regulations in Paris.

**NON-CIRCUMVENTION AND NON-DISCLOSURE**

The *Parties* in recognition of their legal responsibility under this Agreement shall spread the same to their respective heirs, assigns, successors, associates, employees, agents, principals, and legal representatives and expressly agree that all information concerning and in any respect related to transaction under this Agreements, as well as Contracts and Protocols entered into within the framework of this Agreement shall be confident without limitation under each paragraph of this Agreement. In this connection the *Parties* unconditionally agree that they shall not, without the prior written consent of the *Party* providing information, disclose or otherwise transfer to any third persons the information received from the other *Party* as to owners, assets, sellers, buyers, investors, lenders, borrowers or other sources of financing, as well as disclose names, firm titles having property rights, titles, addresses, telephones/faxes or other data associated with banks, codes or any other information stated confidential by other *Party*.

The *Parties* further unconditionally agree that they shall not circumvent, avoid or obviate each other, either directly or indirectly, shall not avoid to effect payments or commissions and shall not establish direct contacts, to the exclusion of the other *Party*, with any corporation, trust, partnership, individual or legal entity revealed to either *Party* through the other *Party* in the field of loans, property collaterals, as well as performance of financial agreements or any other transactions conducted in association of this Agreement or any renewal, extension, amendment, new contracts/agreements or parallel contracts/agreements or assignment of third *Party*. The *Parties* consider themselves as bound by the international non-disclosure and non-circumvention covenants as set out by the International Chamber of Commerce, Paris, France.

The *Parties* consider themselves as bound by the international non-disclosure and non-circumvention covenants as set out by the International Chamber of Commerce (ICC), Paris, France, for a period of 5 (five) years.

**ELECTRONIC/FACSIMILE SIGNATURE AS THE ORIGINAL SIGNATURE ACCEPTED AND AGREED WITHOUT CHANGES #**

**EDT (Electronic document transmissions)** shall be deemed valid and enforceable in respect of any provisions of this Contract/Loan Agreement. As applicable, this agreement shall be:

Incorporate **U.S. Public Law 106-229**, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001); and  
**ELECTRONIC COMMERCE AGREEMENT (ECE/ TRADE/257, Geneva, May 2000)** adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT); and

**AGREEMENT NUMBER:**  
**TRANSACTION CODE:**  
**INVESTOR CODE:**  
**RECEIVER CODE:**  
**DATE: June 05, 2014**

EDT documents shall be subject to **European Community Directive No. 95/46/EEC**, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

SIGNATURE:

**PARTY 1:**

SIGNED FOR AND ON BEHALF:  
DATE: 9 June 2014

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COMPANY NAME:  
CHAIRMAN/CEO: **DON JAMES JORDEN**  
PASSPORT:  
ISSUING COUNTRY:  
PASSPORT EXPIRY DATE:

---

AUTHORIZED REPRESENTATIVE  
OF COMPANY :  
REP. NAME: **ABIODUN AWOYEMI**  
PASSPORT: **510359557**  
ISSUING COUNTRY: **UK**  
PASSPORT EXPIRY DATE:

**PARTY 2:**

SIGNED FOR AND ON BEHALF:  
DATE: 9 June 2014

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COMPANY NAME:  
Name: **Mr.**

<b>NATIONALITY</b>	
<b>PASSPORT NUMBER</b>	
<b>PASSPORT ISSUE DATE</b>	
<b>PASSPORT EXPIRY DATE</b>	
<b>DATE OF BIRTH</b>	
<b>COUNTRY OF ISSUE</b>	

**AGREEMENT NUMBER:**  
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**INVESTOR CODE:**  
**RECEIVER CODE:**  
**DATE: June 05, 2014**

**SLIP DRAFT (on bank letterhead)**

NOTIFICATION :  
DELIVERY STATUS :  
PRIORITY/DELIVERY :  
REFERENCE № :  
UNIQUE T.R. (UTR) :  
IMAD № :  
TRANSACTION ID :

SENDER:  
BANK NAME :  
BANK ADDRESS :  
APPLICANT :  
ACCOUNT NUMBER :  
SWIFT CODE :  
BANK OFFICER :  
BANK E- mail :  
AMOUNT :  
CLEARING HOUSE NUMBER :  
TRANSACTION ID :  
IMAD № :  
REFERENCE No :  
UTR :

RECEIVER:  
BANK NAME : .....  
BANK ADDRESS : .....  
ACCOUNT NAME :  
ACCOUNT NUMBER :  
SWIFT CODE :  
BANK OFFICER : Mr.  
BANK E- MAIL :  
BENEFICIARY :

----- MESSAGE TEXT -----

WE, UBS BANK GENEVA SWITZERLAND HEREBY CONFIRM WITH FULL BANKING RESPONSIBILITY THAT WE HAVE TRANSFERRED \_\_\_\_\_, WITH ACCOUNT NUMBER \_\_\_\_\_ IN ACCORDANCE WITH AGREEMENT NUMBER \_\_\_\_\_, DATED \_\_\_\_\_, 2014, INVESTMENT FINANCIAL FUNDS IN AMOUNT OF ..... BILLION EUR (€.....).

WE CONFIRM THAT FUNDS ARE CLEAN AND CLEAR FROM ANY LEGAL ISSUE.

FOR AND ON BEHALF OF UBS BANK GENEVA SWITZERLAND.  
BEST REGARDS,

AUTHORIZED OFFICER NAME: \_\_\_\_\_

Mr. ... (Pin number..) C.F.O (Chief financial Officer)

signature

seal

Phone number: \_\_\_\_\_

E-mail : \_\_\_\_\_

----- MESSAGE TRAILER -----

(MAC : .....) (CHK : .....)

DATE RECORDED:

SIGNATURE:

RELEASE CODE:

FINAL CODE:

ACCESS CODE:

SORT CODE:

SCREEN SHORT CODE:

END OF MESSAGE

**AGREEMENT NUMBER:**  
**TRANSACTION CODE:**  
**INVESTOR CODE:**  
**RECEIVER CODE:**  
**DATE: June 05, 2014**

**PARTY 1 (Sender)**  
**PASSPORT COPY**

**AGREEMENT NUMBER:**  
**TRANSACTION CODE:**  
**INVESTOR CODE:**  
**RECEIVER CODE:**  
**DATE: June 05, 2014**

**PARTY 2 (Receiver)**  
**PASSPORT COPY**