

AGREEMENT-
DATE:

CONFIDENTIAL

**PARTNERSHIP AGREEMENT ON INVESTMENT
AND FINANCIAL CO-OPERATION NUMBER: XXXXXXXX**

This Partnership agreement on investment and financial co-operation (hereinafter referred to as the “Agreement”) of total investments **€ 500.000.000 (FIVE HUNDRED MILLION EURO)**, are into this, by and between the following parties:

COMPANY:
REPRESENTEDBY: **(hereinafter referred to as “INVESTOR OR PARTY “A”- First Party”)**,

COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY REG. No:	
REPRESENTED BY:	
PASSPORT No:	
PLACE OF ISSUE (COUNTRY):	
PASSPORT OF ISSUE DATE:	
PASSPORT EXPIRY DATE:	
BANK NAME:	
BANK ADDRESS:	
SWIFT CODE/BIC:	
BANK OFFICER NAME:	
BANK OFFICER TEL.:	
ACCOUNT NUMBER / IBAN:	
ACCOUNT NAME:	

And

COMPANY: _____
REPRESENTEDBY: **Mr.** _____ **(hereinafter referred to as PARTNER OR PARTY “B” “Second Party”)**;

COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY REG. No:	
REPRESENTED BY:	
PASSPORT No:	
PLACE OF ISSUE (COUNTRY):	
PASSPORT OF ISSUE DATE:	
PASSPORT EXPIRY DATE:	
BANK NAME:	
BANK ADDRESS:	
SWIFT CODE/BIC:	
ACCOUNT NUMBER / IBAN:	
ACCOUNT NAME:	
BANK OFFICER:	
BANK OFFICER TEL/FAX/E-mail:	

Both together and individually hereinafter referred to as the "Parties", conclude an agreement of such content, hereinafter referred to as the "Agreement":

Whereas:

Whereas the Parties hereto are desirous of entering into this Agreement for the purpose of developing own investment projects contemplated herein for the mutual benefit only and not for other purposes whatsoever.

Whereas both Parties hereto warrant that the currencies to be transacted, for making the investments, are all good, clean and cleared funds of non-criminal origin, without any traces of illegality or unlawfulness whatsoever.

Whereas each Party hereto declares that it is legally empowered, fully authorized to execute and accept this agreement, as well as agrees to be bound by its terms and conditions under the penalty and other consequences. Whereas Investor through its fiduciary bank, where the final agreements will be lodged in and assigned to, confirms and warrants that it has the financial capacity of euro funds and euro funds to transact under this Agreement.

Whereas the Parties hereto with full corporate responsibility, under the penalty of perjury, declare that they will upon the execution of this Agreement complete the transaction contemplated herein, except on circumstances of force majeure and government sanctions, if such appear. The parties hereto shall not be liable for any failure to perform under the "force majeure" provisions of the ICC, Paris.

Whereas both Parties herein agree that each party has the full right to use and choose whatever company more suitable to carry out this assignment, to successfully complete the present transaction.

1. Subject of Agreement:

1.1. In accordance with the provisions of this Agreement and general principles and regulations of the management of the financial resources the Investor instructs, and the "Partner" undertakes to manage investment plans accepted by parties and invested by Investor by this Agreement.

1.2. The Investor's financial resources made available to the "Partner" hereinafter referred to as the "Investments".

1.3. According to the laws of and for execution of the Law of About the regime of foreign international investing for two parties, the subject of this Agreement is a joint investment activity of the Partners, which is not connected with creation of new legal entities, on the following directions: investments in commercial sphere, social, innovative projects etc.

1.4. The High Contracting "Parties", in order to strengthen bilateral friendly international relations are intended to cooperate in the following make own projects at the expense of own funds and financial opportunities as well as attracting involving partners.

1.4.1. Promoting involvement in the real economy, and private regional priority investment projects;

1.4.2. Promoting a balanced and sustainable growing system of financial support for projects and programs in priority areas;

1.4.3. Minimizing investment and commercial risks involved in the implementation of projects.

And also, can carry out reinvestment in the objects of the primary investment and other objects of investment and reinvestment.

1.5. Investor makes their material investments as reinvestment referring to **€ 500.000.000 (FIVE HUNDRED MILLION EURO)**.

1.6. Within the Partner's bank issues an unconditional EURO-funds SWIFT within forty-eight (48) banking hours wire transfer to the bank account to be specified from the Investor's, in accordance with the following schedule of investments.

1.7. Partner, as a well-established organization, is a qualified entity capable to receive such legally earned, free, clean and clear funds **€ 500.000.000 (FIVE HUNDRED MILLION EURO)**.

1.8. The fields of interest for these investment share are in Real Estate, Development and Construction, Renewable Energy, Utilities and Hotel Management, forex trading and in mining and valuable assets.

2. Planning of the SWIFT Transfers.

For a total wire amount of **€ 500.000.000 (FIVE HUNDRED MILLIONS EURO)** by SWIFT MT103/202 Cash on "URGENT: SAME DAY WIRE" to the "" (Partner) as follow:

Schedule of tranches:

TRANCHES	TRANSFER AMOUNTS IN MILLION EURO
FIRST TRANCHE:	€ 5.000.000 (FIVE MILLION EURO)
SECOND TRANCHE:	TBA
THIRD TRANCHE:	TBA
FOURTH TRANCHE:	TBA
NEXT TRANCHES:	TBA
SUBSEQUENT TRANCHE :	TBA
TOTAL:	€ 500.000.000 (FIVE HUNDRED MILLION EURO)

Description of instruments SWIFT MT103/202 (Cash Transfer):

TOTAL AMOUNT:	€ 500.000.000 (FIVE HUNDRED MILLION EURO)
DELIVERY	SWIFT

3. Joint activities of the Parties:

- 3.1. We, the undersigned Parties, hereby with full legal and corporate responsibility, under penalty of perjury, confirm that Investor is ready, willing, and able the investments, and the Partner is ready to receive the investments and to make at the mutually agreed terms and conditions hereof.
- 3.2. For realization of the investment programs the Parties bring the foreign investment in convertible currency during validity hereof according to the schedule fixed by the Parties, agreed currency amounts and tranches which are reflected in additional agreements hereto.
- 3.3. The Parties can extend kinds and spheres of investment activity and if necessary make the Additional agreements.
- 3.4. Addendum and changes may be brought to this Agreement by mutual agreement of the Parties, which are to be formed by separate protocols, which, after the signing of "Parties", are considered as integral par thereof.

4. Right and duties of the Parties:

- 4.1. Party-A and Party-B for the purposes of fulfillment hereof:
 - 4.1.1. Develop investment activity for its economic and technical projects.
 - 4.1.2. Conclude contracts, agreements, and other agreements necessary for realization of their investment programs.
 - 4.1.3. Acquire export-import quotas and licenses for export and import of commodities and products.
 - 4.1.4. Provide each other with all necessary legal, financial and other documents, related to the fulfillment hereof.
 - 4.1.5. Invest money in their own projects during validity hereof according to their current legislation.
 - 4.1.6. Carry out economic activity to fulfill own investment programs, make debt liquidation on all kinds of expenses, payment of commodities and services, transfers facilities for payment of salaries and other types of rewards, cover all kinds of charges.
 - 4.1.7. Attract other legal entities and individuals for the fulfillment of their investment programs under the present Agreement at their sole decision.
 - 4.1.8. Are to provide each other with necessary assistance.
 - 4.1.9. Are to follow and observe the terms and conditions hereof.
 - 4.1.10. Are obligated to keep in a secret all business, technical and commercial information related to implementation hereof.
 - 4.1.11. Can invest additional investments during the validity period of the present Agreement, and also can carry out reinvestment in primary investment projects and other investment and reinvestment objects.
- 4.2. The Party-A for the purposes of fulfillment hereof:
 - 4.2.1. Develops the directions of own investment activity with its economic and technical ground.
 - 4.2.2. Concludes contracts, agreements, and other agreements necessary for realization of its investment programs.
 - 4.2.3. Acquires export-import quotas and licenses for export and import of commodities and products.
 - 4.2.4. Provides Party-B with all necessary legal, financial and other documents, related to the fulfillment thereof.
 - 4.2.5. Can invest money during validity of this Agreement according to the current legislation.
 - 4.2.6. Carries out economic activity to fulfill own investment programs, makes debt liquidation on all kinds of

expenses, payment of commodities and services, got by each of the Parties, transfers facilities for payment of salaries and other types of rewards, finance all kinds of charges.

4.2.7. Attracts other legal entities and individuals for realization of the investment programs under the present Agreement.

4.2.8. Attracts investments and financial assets, including credit and loan facilities of residents and not residents aimed on execution of investment activity.

4.3. The Party-B for the purposes of fulfillment thereof:

4.3.1. Develops the directions of own investment activity with its economic and technical ground.

4.3.2. Concludes contracts, agreements, and other agreements necessary for realization of its investment programs.

4.3.3. Acquires export-import quotas and licenses for export and import of commodities and products.

4.3.4. Provides Party-A with all necessary legal, financial and other documents, related to the fulfillment thereof.

4.3.5. Can invest money during validity of this Agreement according to the current legislation.

4.3.6. Carries out economic activity to fulfill own investment programs, makes debt liquidation on all kinds of expenses, payment of commodities and services, got by each of the Parties, transfers facilities for payment of salaries and other types of rewards, finance all kinds of charges.

4.3.7. Attracts other legal entities and individuals for realization of the investment programs under the present Agreement.

4.3.8. Attracts investments and financial assets, including credit and loan facilities of residents and not residents aimed on execution of investment activity.

5. Total volume of investments.

Investor's currency: **EURO.**

Total investment amount: **€ 500.000.000 (FIVE HUNDRED MILLION EURO).**

Now therefore in consideration as herein set out and in consideration of the understanding, as well as of here good valuables purposes, the adequacy and receipt of which is hereby acknowledge by Parties as follows: Party-A ready to start project financing in the volume and follows the sequence:

The Party-A provides Party-B with funding necessary for implementation development projects through their own euro currency funds.

6.Targeted use of funds their distribution.

6.1. Investment in the project in **REAL ESTATE, DEVELOPMENT AND CONSTRUCTION, RENEWABLE ENERGY, UTILITIES AND HOTEL MANAGEMENT, FOREX TRADING AND IN MINING AND VALUABLE ASSETS.**

6.2. Investment in the projects for the development alternative energy.

6.3. Development of several companies to work with, in the field of exports and imports in Western and Eastern Europe etc. Consulting services for the support and implementation of credit lines.

All the necessary documents on the distribution of funds will be an integral part and will be additions to the granting of this Agreement.

7. Transaction procedures:

7.1. Party-B completes/signs/seals this Agreement and submits them to Party-A via e-mail, along with the compliance documents, which shall include the following:

- Present Agreement (PAIFC), with all annexes;
- Copy of the authorized signatory's passport.

7.2. Party-A verifies, approves, completes and counter signs/seals this Agreement, and forwards the whole package along with its compliance documents to mandate Party-A.

PARTY-A of mandate is to do hard copies contract a put his signature / scanning the Agreement and sends by e- mail BOTH Parties in PDF format to place the bank by e-mail (Hard copies to be exchanged by courier service, if requested) which shall include the following:

- Present Agreement (PAIFC), with all annexes;
- Copy of the authorized signatory's passport.

7.3. Each Party puts this Agreement in his nominated bank and notifies the Party through it authorized.

8. Confidential information and security:

8.1. In connection with present Agreement, the Parties will provide the each other with the information concerning the designated fiduciary banks originating in writing by each Party and is designated as confidential which the Parties hereby agree to treat as “confidential information”. The Parties understand and agree that any confidential information disclosed pursuant to this Agreement is secret, proprietary and of great value to each Party which value may be impaired if the secrecy of such information is not maintained.

8.2. The Parties further agree that they will take reasonable security measures to preserve and protect the secrecy of such “confidential information” and will hold such information in trust and not to disclose such information, either directly or indirectly to any person or entity during the term of this Agreement or any time following the expiration or termination hereof; provided, however, that the Parties may disclose the confidential information to an assistant, agent or employee who has agreed in writing to keep such information confidential and to whom disclosure is necessary for the providing of services under this Agreement.

8.3. Separate introductions made through different intermediary chains may result in other transactions between the Parties will not constitute a breach of confidential information, provided such new chains were not created for purposes of circumvention of the first introducing chain. Copy and paste signatures are not allowed.

8.4. Agreement which is to transfer and organize the bank shall be transmitted in the form of scanned visa authorized signature.

8.5. Unauthorized bank communication: Neither Party is allowed to contact the bank of the other Party without the written authorization for that of the Party whose bank is to be contacted. Any unauthorized contact act of either Party of this Agreement is considered as a breach of this Agreement and shall cause this Agreement immediate cancellation, and transaction becomes null and void.

9. Codes of identification:

8.1. The Parties agree that all documents related to the transactions bear the codes listed of this Agreement and that the said codes remain unchangeable within this Agreement duration, including all rollovers, extensions and additions.

10. Communication:

10.1. Communication with banks will be limited to those between the Investor’s bank and Partner’s bank and only by between authorized bank officers/representatives, including principals of the Investor and the Partner, in the course of completion of this transaction. No communication by any other party is permitted without prior written consent of the named accountholders.

10.2. Any notice to be given hereunder from either Party to the other shall be in writing and shall be delivered by fax to the telefax number or by e-mail to e-mail address of the respective Party as provided herein. The Parties agree that acknowledged e-mail or telefax copies are treated as legally binding original documents. E-mail copies, scanned and sent on e-mail as photo, of this Agreement and exchange of correspondence duly signed and/or executed shall be deemed to be original and shall be binding and are regarded as original and good for any legal purpose.

10.3. EDT-Electronic Document Transmittal & Counterparts:

This Agreement may be executed in multiple copies at different times and places, each being considered an original and binding. All facsimile /electronic transmittal/communications, including electronic signature, relating to this Agreement and which are mutually accepted by the Parties, shall be deemed legally binding and enforceable documents for the duration of the transaction. And as applicable, this Agreement shall:

- 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);
- Electronic Commerce Agreement (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business(UN/CEFACT);
- All electronically submitted documents shall be subject to the European Community Directive No. 95/46/EEC, as applicable.

11. Validity:

11.1. Once this Agreement is signed by both Parties the transaction shall begin within three (3) banking days or sooner, excluding Saturdays and Sunday and any bank holidays.

12. Full understanding:

12.1. The latest edition/signature of this Agreement, executed by each party in originals, represents the full understanding between the Parties and supersedes all other undertakings, whether verbal or written. All statements and representations are made without any omission of material fact and with full corporate and legal responsibility under penalty of perjury.

12.2. The Parties hereto accept that should the present Agreement partially or in full be found invalid or unenforceable pursuant to judicial decree or by virtue of any international regulations related to bank confirmation of USD/EUR validity, this Agreement shall be reconstructed upon mutual consent and agreement of both Parties to this commercial Agreement.

12.3. Until the physical exchange of original hard copies, the acknowledged fax and/or e-mail copies of this Agreement shall be deemed original.

13. Assignment:

13.1. Each Party to this Agreement may assign this Agreement or its total or partial performance hereof to any other company which assumes the obligations of the assigning party under the terms of the assignment. Formal notice of the assignment shall be rendered to the other party to this Agreement expressly indicating there on the assignee's full contact particulars.

14. Term of Agreement:

14.1. This Agreement is a full recourse commercial commitment enforceable under the laws of the jurisdiction of EC, Switzerland or any other member country of the European Union as it applies. And, said law shall govern the interpretation, enforceability, performance, execution, validity and any other such matter of this Agreement, which shall remain in full force and effect until completion of the said transaction and it is legally binding upon the Parties signatories, their heirs, successors and assigns, agents, principals, attorneys and all associated partners involved in this Agreement/contract/transaction.

15. Law and arbitration:

15.1. This Agreement is a full recourse commercial commitment enforceable under the laws of jurisdiction of the countries where this transaction is effectuated, and any dispute is to be resolved under the ICC rules for arbitration, unless the Injured-Party takes legal action in a court of jurisdiction. The United Kingdom, Liechtenstein, Swiss, or any other member country of the European Union law to apply, as the Injured-Party may choose, which shall govern the interpretation, construction, enforceability, performance, execution, validity and any other such matter regarding this Agreement.

15.2. The Parties hereto acknowledge and agree that any discrepancy and/or dispute in application of this Agreement will be solved amicably. If it is not possible, the arbitration procedure is to be followed.

15.3. This Agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws of jurisdiction, ordinances, rules and regulations. If any provision of this Agreement be considered invalid or unenforceable, then, the reminder part of this Agreement shall not be affected (if agreeable by both Parties) and shall be enforced to the greatest extend permitted by law.

16. Penalty clause for non-performance:

16.1. Should of the Party-A fail to perform in this Agreement, once it's being signed/ sealed and the term of validity thereof had expired, and excluding any banks default or delays since processing wire transfers, the Party-in- Default indemnifies and guarantees to all present contractual parties a total penalty fee of (against an official claim and invoice) 2% (two percent) of the face value of this Agreement.

16.2. The only party allowed to make a claim under this Agreement, if any, is either Party-A or Party-B. And, any claim must be first proven by the Injured -Party and invoice settled by the Party- in-Default within 10 (ten) calendar days, or else the Injured-Party can file a legal claim against Party-in-Default in any court of jurisdiction of their choice.

Furthermore, we, the undersigned Parties, hereby swear under the international laws or perjury and fraud that the information provided by us herein is accurate and true, and by affixing our signatures /initials/seals to this Agreement,

we attest that our respective banking officers are fully aware of, have approved and are ready proceed with this transaction.

17. Signatures:

This Agreement is read, approved and signed by both Parties in two (2) copies, by one (1) copy for each of the Parties, in all pages, on this date: **XX.XX.XXXX**.

SIGNATURES OF THE PARTIES

FOR AND ON BEHALF OF THE PARTY-A / INVESTOR		FOR AND ON BEHALF OF THE PARTY-B / PARTNER	
REPRESENTED BY:		REPRESENTED BY:	
PASSPORT NUMBER:		PASSPORT NUMBER:	
DATE OF ISSUE:		DATE OF ISSUE:	
DATE OF EXPIRY:		DATE OF EXPIRY:	
PLACE OF ISSUE:		PLACE OF ISSUE:	
DATE:		DATE:	

**AGREEMENT-
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CONFIDENTIAL

PARTY-A/INVESTOR PASSPORT COPY

**AGREEMENT-
DATE:**

CONFIDENTIAL

PARTY-A/INVESTOR CERTIFICATE OF INCORPORATION

**AGREEMENT-
DATE:**

CONFIDENTIAL

PARTY-B/PARTNER PASSPORT COPY

**AGREEMENT-
DATE:**

CONFIDENTIAL

PARTY-B/PARTNER CERTIFICATE OF INCORPORATION

PARTY-A/INVESTOR

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PARTY-B/PARTNER

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DATE:**

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SIGNATURES OF THE PARTIES

FOR AND ON BEHALF OF THE PARTY-A / INVESTOR		FOR AND ON BEHALF OF THE PARTY-B / PARTNER	
REPRESENTED BY:		REPRESENTED BY:	
PASSPORT NUMBER:		PASSPORT NUMBER:	
DATE OF ISSUE:		DATE OF ISSUE:	
DATE OF EXPIRY:		DATE OF EXPIRY:	
PLACE OF ISSUE:		PLACE OF ISSUE:	
DATE:		DATE:	

Electronic Signature is valid and legally – binding as an original if transmitted in secure and certified *.pdf

******* THE END OF THE AGREEMENT *******