

**Lend & Sale Agreement**  
(Securities Banking)

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2016 between:-

- (1) **THE PARTY** whose name and particulars are set out in the **Execution Page** of this Agreement as “the Borrower or Buyer” (hereinafter called "**the Borrower or Buyer**"); and
- (2) **XXXX Bank (Bank Address XXXXXX)** (hereinafter called "**the Bank**").

**NOW THIS AGREEMENT WITNESSETH** as follows:-

**PART A**

**SECTION 1**

**Section 1.1 The Bank Guarantee [BG or SBLC] for Collateralized Loan or Credit Facilities**

At the Borrower or Buyer’s request, the Bank has agreed to lend or sell the Bank Guarantee [BG or SBLC] as collateral to obtain Loan or Facilities to purchase Properties, Executes Contracts, Setup a Business Ventures or Funding a Government or Private Companies projects upon the terms and conditions contained in the Letter of Offer and in this Agreement. It is a key term of this Agreement that the Borrower or Buyer will negotiate with the Portfolio Manager the means to proof Funds as evidence of eligibility to secure the Bank Guarantee and settlement by the Borrower or Buyer of all amounts due Bank charges under the terms of issuance.

**Section 1.2 Purposes**

The Borrower or Buyer Agreed to use the proceeds or the Facilities obtained from the Bank Guarantee for the purposes stated on the Letter of Application/Intent, the Bank holds liability as its Bank Guarantee is the source of Funds and such funds must be for defraying any costs incurred in relation to the above Purchase of Properties, Projects Funding or Executions of any contracts described in **SECTION 1** and paying all insurance premiums on insurance policies which the Borrower or Buyer may be required to take up and maintain in respect of the ventures as well as paying any legal fees, costs and expenses incurred by the Borrower or Buyer in relation to such executions and not to be involved in any criminal or illegal business transactions that may be trace back to the Bank.

**Section 1.3 Agreement to Lend OR Sale**

Subject to the terms and conditions of this Agreement and in the Letter of Offer, the Bank has agreed to issue the Bank Guarantee [BG or SBLC] to the Borrower or the Buyer on the basis of and in full reliance upon the conditions and procedure contained in Section 3.1 PART C.

**PART B**

**SECTION 2**

**Section 2.1 Definitions and Particulars**

In this Agreement, the following words have the meaning given to them below.

<b>"The Bank"</b>	<b>BNP Paribas Securities S.C.A. (FRANCE)</b> , is the issuer of the Bank instrument. Address at Grands Moulins de Pantin, 9 rue du Débarcadère Pantin Paris, 93761 France
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<b>"Banking Day"</b>	A day when banks are open for general banking business in the country where the Banks are located. Only Banking Days are allow for the execution of this Agreement, weekends are excluded.
<b>"Borrower OR Buyer"</b>	The person whose name and particulars are set out in the Letter of Application/Intent and on Execution page of this Agreement who is to lease or buyer the instrument and make all payments.
<b>" Portfolio Manager"</b>	The person whose name and particulars are set out in the Letter of Application/Intent and on Execution page of this Agreement who is to lease or buyer the instrument and make all payments.
<b>"Letter of Application and Intent"</b>	A Letter prepared on Borrower or Buyer's letterhead indicating the interest to lease or to purchase the instrument and revealing the purpose or use of the instrument as mention on <b>SECTION 1</b> of this Agreement.
<b>"Bank Letter of Offer"</b>	The Bank preparedness Letter showing the interest of the Bank to lend or sell the instrument to the Borrower or the Buyer and describing the delivery mode and time frame.
<b>"Bank Instrument"</b>	The Bank Guarantee or Standby Letter of Credit [BG or SBLC] require by the Borrower or the Buyer to be issue to Borrower or Buyer's Bank with certain verbiage approved by the receiving institution.
<b>"Verbiage of Instrument " BG or SBLC ICC 500/600"</b>	The Language of the instrument or wordings that interprets Bank responsibility and liability and that also guarantee the receiving bank of repayment of any proceed advanced to the Beneficiary of the Instrument.
<b>"Age and Term"</b>	Duration of the Guarantee or term prior to Maturity usually <b>One [1] Year and One [1] Day</b>
<b>"Instrument Value"</b>	The Amount of the instrument, the fiscal value as desire by the Borrower or the Buyer, the value mostly is consider with the value of the line of credit available at the Borrower or Buyer's receiving bank. The Instrument value on this Agreement is <b>€\$XXXX</b>
<b>" Specified Currency or Currencies "</b>	European Union Currency Euro or United States of America Currency \$USD. On this Agreement Instrument will be issue in <b>Euro-€ OR USD -\$</b>
<b>" Lend and issue Price"</b>	Lending is a borrowing term which means the instrument indemnified and will be return 15 Days prior to Maturity. Leasing Rate on this Agreement is <b>10 Per Cent %</b>
<b>"Purchase and issue Price"</b>	Purchase means the Buyer will outrightly purchase the instrument without lien and with no indemnify term to return on Maturity. The Purchase price on this Agreement is <b>45 Per Cent %</b>
<b>"Call option fee"</b>	The fee require by the bank to cover all charges such as stamp duties, application fees, cost including that of valuers, amount to reserve the instrument for the Buyer or Borrower which is to be paid once the BG or SBLC is established on all Interbank Screen and Euroclear/Bloomberg. The Call option fee on this Agreement is <b>0.05 Per Cent %</b>
<b>"Consultancy"</b>	Agent's settlement and consultant fees. The Consultancy fees on this Agreement is <b>2 Per Cent %</b>
<b>"Settlement"</b>	The system of wire or telegraphic remittance. The system of Payment on this Agreement is by <b>unconditional MT103 wire transfer.</b>

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<b>“Event of Default”</b>	On no events, situations or circumstances should any party default this Agreement. The default charge on this Agreement is <b>5 Per Cent %</b> of the Instrument Value.
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**PART C**

**SECTION 3**

**Section 3.1 Conditions and Procedure to Issue Instrument**

**Section 3.1** Borrower or Buyer receive the Agreement from the Portfolio Manager for contractual review and issue the official Letter of Application/Intent on the letterhead indicating the type of instrument needed, the amount, the receiving bank name and address, the purpose of the instrument or brief of the use of the instrument and a bank document showing the cash amount available to purchase or lease the instrument.

**Section 3.2** The Bank within two [2] banking day of receiving the Buyer or Borrower’s Letter of Application/Intent and a bank document showing the cash amount available to purchase or lease the instrument will issues the Bank Letter of Offer, indicating preparedness to issue the instrument and mode of delivery with time frame.

**Section 3.3** Borrower or Buyer within two [2] banking day of receiving the Bank Letter of Offer will sign this part of Agreement and submit the word version to the Portfolio Manager. Borrower in one separate document on PDF also submit CIS [Client Information Sheet or KYC] which consist of Passport copy, Board of Resolution, Bank coordinate and copy of Certificate of Incorporation.

**Section 3.4** The Portfolio Manager will review and submit the signed Agreement and supporting document to the Bank for the signature of the authorize officer. The Portfolio Manager also signs contractual part of the Agreement as the principal conducting the transaction between the two entities and submit final copy to both the Bank and the Borrower or the Buyer.

**Section 3.5** The Bank within two [2] banking day will issue, establish and host the Instrument on Interbank Screens, Euroclear Screen and Bloomberg Screen marking the Borrower or the Buyer the Beneficiary and provide 22 pages of the screen copies to the Portfolio Manager to forward to the Borrower or the Buyer to check the instrument on Screen using the ISIN and other codes.

**Section 3.6** The Buyer or the Borrower Within two [2] banking day of the instrument been hosted on the Euroclear and interbank screens will pay 0.05 Per Cent % call-option fee (Amount of XXX )to reserve the Instrument and to receive the MT799 Bank Pre-advise and Instrument by MT760.

**Section 3.7** In the same manner, and once the 0.05 Per Cent % is paid by the Borrower or Buyer and payment is confirm to the bank by the Portfolio Manager the Bank in One [1] Banking day will send Swift Message by MT799 advising the receiving Bank of the instrument and in the same vein the receiving Bank will reply to confirm preparedness to receive the Instrument and the bank in not less than 1 Banking day will deliver the Instrument by Swift Message MT760.

**Section 3.8** Within Five [5] banking days upon receipt and authentication of the Instrument MT-760, Buyer or Borrower will make Payment of 44.95 Per Cent % by unconditional MT103 wire transfer to the Portfolio Manager’s provided transaction bank account.

**Section 3.9** Bank within Five [5] banking day after receiving the payment will send hard copy of the instrument to the Buyer or Borrower’s bank by bank bonded courier.

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**Section 3.10** Should Borrower or Buyer default to pay the above mentioned payments as stated above to the Agent's fees as agreed, the bank to put a claim on the instrument and the receiving bank shall return the instrument to the issuing Bank.

**PART D**

**SECTION 4**

**Section 4.1 Receiving Coordinate on this Agreement to receive the [BG or SBLC].**

**Section 4.1** Coordinate to Receive [BG or SBLC] by Swift Message MT 799 and MT 760

Receiving Bank :  
Location :  
Swift or BIC :  
Beneficiary Name :  
Beneficiary Account :  
IBAN :  
Receiving Bank Officer :  
Phone :  
Fax :  
Email :

**Section 4.2 Advance to Third Parties Receiving Bank :**

If Borrower or Buyer provides a Third Parties Account to receive the [BG or SBLC] The Bank is authorized by the Borrower or Buyer to advance or transfer the instrument to any financial institution, firm of solicitors or as instructed by the Borrower or Buyer. Where the instrument is to be monetize or use as collateral to obtain loan for project funding purpose or credit enhancement to execute contracts or investments is the Bank Coordinate provided on this Agreement.

**Section 4.3 Force Majeure**

In the event the Bank is unable to perform any obligations or any operations or to provide any services due to any reason beyond the Bank's control, including but not limited to fire, earthquake, flood, landslide, epidemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any failure or disruption to the Bank's computer system or delivery channels, telecommunication, electricity, water, fuel supply or any factor beyond its control, the Bank shall not in be liable for any such failure or any inconvenience, loss, injury, damages suffered or incurred by the Borrower or Buyer or any Security Party arising from the same.

**Section 4.3 Disclosure**

Subject to the Borrower or Buyer's express instruction (if any) restricting disclosure, the Borrower or Buyer irrevocably consent to and authorizes the Bank and its officer to disclose the Borrower or Buyer's personal data, account details and relationship with the Bank, the terms to issue the instrument which may require to conduct due diligence on the Borrower or the Buyer and which may extend to Third Parties Bank or the receiving Bank.

**Section 4.4 Assignment**

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The Bank may assign all or any part of its right, benefits or obligations under this Agreement and the Security Documents. The Bank may disclose to a potential assignee or other person who has entered into any contractual arrangements with the Bank to carry out the activities and disclose information to the Borrower or the Buyer, the assignee or such person on this Agreement will be called "**Portfolio Manager**" and will interpret, communicate between the Bank and the Borrower or the Buyer.

**PART E**

**SECTION 5**

**Section 5.1 Governing Law**

This Agreement shall be governed by the laws of France, United Kingdom and Switzerland. The Bank shall be at liberty to initiate and take actions or proceedings against the Borrower in the above jurisdictions and/or elsewhere as the Bank may deem fit. Where any actions or proceedings are initiated and taken in France, United Kingdom or Switzerland, the Borrower or Buyer shall submit to the non-exclusive jurisdiction of the Court.

**Section 5.2 Independent Legal Advice**

The Borrower or the Buyer represents and warrants to the Bank that the Borrower or the Buyer has obtained and relied upon its own independent legal advice in executing this Agreement and acknowledges that the Bank has accepted and entered into this Agreement in full reliance upon his warranty. The Borrower or Buyer confirms having read and understood this Agreement.

**Section 5.3 Variation of Terms by Mutual Agreement**

Any amendments to this Agreement shall be effected by mutual exchange of letters or such other means without the necessity of having to enter into any formal or supplemental agreement. Where any of the provisions of this Agreement or the law to permit the Bank to amend this Agreement without consent from the Borrower or the Buyer, the Bank may do so by giving notice to the Borrower or Buyer.

**Section 5.4 Entire Agreement**

This Agreement, the relevant Letter of Application/Intent, Bank Letter of Offer, the Schedules and any document or instrument attached hereto integrate all the terms and conditions of the Instrument and supersede all oral negotiations and prior correspondence. All required documents such as Borrower's passport copy, Certificate of Incorporation, Statement of Account, CIS and Letter of Application/Intent and IMFPA or Fee Protection Agreement are all integral part of this Agreement.

**Section 5.4 Joint and Several Liability**

Where there are two (2) or more persons comprised in the expression "the Borrower or Buyer", (i) all agreements, covenants, terms, stipulations and undertakings expressed to be made by and on the part of the Borrower or Buyer shall be deemed to be made by or binding upon such persons jointly and severally; and (ii) any notice given by the Bank to any one of such persons shall be sufficient notice to all the Borrower or Buyer; (iii) any instructions or notices issued by any one of such persons to the Bank shall be deemed to have been issued on behalf of all the Borrower or Buyer and the Bank shall be entitled to act upon and rely on such notices or instructions without any enquiry.

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**EXECUTION PAGE**

AS WITNESS WHEREOF the parties hereto have duly executed this Agreement.

**THE BANK**

**BNP Paribas (FRANCE) Paris**

\_\_\_\_\_  
*Signature of Authorised Signatory*

**Name :**

\_\_\_\_\_  
*Signature of Portfolio Manager*

**Name :**

**I.D No.:**

**Address:**

**THE BORROWER**

**[Where Borrower or Buyer is/are individual(s)]**

\_\_\_\_\_  
*Signature of Borrower*

**Name :**

**Passport No. :**

**Country of Issue:**

**Address :**

**Date :**

\_\_\_\_\_  
*Signature of Notary*

**NOTARY:**

**Country:**

**Address:**

**Phone:**

**Email:**

*[The Final copy of this Agreement must be presented to Borrower or Buyer's NOTARY public for Endorsement].*

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<b><u>THE PARTIES</u></b> (To be construed as an essential part of this Agreement)		
<b>Section</b>	<b>Item</b>	<b>Particulars</b>
1	<b><u>The Bank</u></b> Signatory Name & Place of business:	
2	<b><u>The Borrower or Buyer</u></b> Signatory Name : Place of business: Phone: Email:	
3	<b><u>The Portfolio Manager</u></b> Signatory Name : Place of business: Phone: Email:	