

Asset Management Agreement

BETWEEN:

A..... with a Registered Office Address: C....., 2.... Madrid, Spain; duly authorised signatory

(hereinafter referred to as PARTY ONE or THE CLIENT or COMPANY)

AND

BSH BEAUFORT SECURITISATION HOLDING LTD, hereinafter BSH BEAUFORT SECURITISATION HOLDING LTD, with a Registered Office Address: 71-75 Shelton Street, London, Greater London, WC2H 9JQ United Kingdom, Company Number: 14172859 and Registered In England And Wales, duly authorised signatory Director with sole signature.

(hereinafter referred to as hereinafter BEAUFORT SECURITISATION HOLDING LTD, "BSH" or PARTY TWO or ASSET MANAGER)

hereinafter jointly referred to as the "Parties" and individually as a "Party"

1 ASSET MANAGEMENT AGREEMENT

2 Definitions

- a) "Agreement" shall mean this Asset Management Agreement between the Company and the Asset Manager, as amended from time to time.
- b) "Articles of Incorporation" shall mean the charter of the Company, as amended or restated from time to time.
- c) "Asset Management Fee" shall have the meaning set forth in Section 2.1.2
- d) "Asset Manager" shall mean Beaufort Securitisation Holding LTD Capital.
- e) "Board" shall mean the Board of Directors of the Company.
- f) "Bylaws" shall mean the bylaws of the Company, as amended from time to time.
- g) "Director" shall mean a member of the Board.
- h) "GAAP" shall mean generally accepted accounting principles.
- i) "Termination Date" shall mean the date of termination of this Agreement.

3 Statement of Fact and Effect:

3.1 I,, the Client, represented byas the collateral asset provider of the assets in the form ofthe interest of such financial instruments to be monetized, kept at confirm that I have been fully informed and has been familiarized with the content of this Management Agreement, and I am in full agreement thereof and thereupon and I confirm that I have garnered sufficient legal and financial advice, and to this effect now attach my signature to this document. I further understand that all hereunder indicated actions as "client" will be executed under both my own signature and that of the BEAUFORT SECURITISATION HOLDING LTD Board Member in charge of this agreement under the contract number above.

3.2 The Company hereby appoints the Asset Manager to serve as its asset manager on the terms and conditions set forth in this Agreement, and the Asset Manager hereby accepts such appointment.

Thus in consideration of the mutual benefits to be derived from this agreement, it is understood and agreed as follows:

Initials PARTY ONE

Initials PARTY TWO

4 SERVICES

- 4.1 BEAUFORT SECURITISATION HOLDING LTD shall provide to the Client the investment management services indicated below;
- 4.2 The client retains BEAUFORT SECURITISATION HOLDING LTD to act as manager of Client's Account under management, in the investment and reinvestment of the interest inherent to the financial instruments and assets. BEAUFORT SECURITISATION HOLDING LTD will have: Non-Discretionary Authority nevertheless BEAUFORT SECURITISATION HOLDING LTD will consult with client prior to executing transactions. The capital of the financial instrument will not be depleted in any way or form; interest of the financial instrument will be used for trading.
- 4.3 Limited Discretionary Authority to execute transactions in no-load mutual funds, load mutual funds at net asset value and life variable annuity sub-account allocations, the trade in derivatives, bullion, forex, CDS and derivatives and event trading as well as tiered project investments, as it deems appropriate. This responsibility commences upon notification that cash and/or securities and or acceptable assets have been received by the Custodian (BEAUFORT SECURITISATION HOLDING LTD) and/or Broker/Dealer (if applicable) and/or bank, where the account will be domiciled and following completion of all necessary documentation, including a limited power of attorney (Limited Trading Authorization), authorizing such trading for the Client's Account.
- 4.4 When the Client retains BEAUFORT SECURITISATION HOLDING LTD for asset management services, BEAUFORT SECURITISATION HOLDING LTD will implement transactions in BEAUFORT SECURITISATION HOLDING LTD'S separate capacity as a registered representative, as such BEAUFORT SECURITISATION HOLDING LTD will use the Broker/Dealers/Traders and/or other Custodians with which BEAUFORT SECURITISATION HOLDING LTD is affiliated or those which BEAUFORT SECURITISATION HOLDING LTD are allowed to use as a result of the BEAUFORT SECURITISATION HOLDING LTD Broker/Dealers affiliation.
- 4.5 Client understands that BEAUFORT SECURITISATION HOLDING LTD serves to different clients. As BEAUFORT SECURITISATION HOLDING LTD gives advices to many clients, the client understands, that the advice given to one client may differ from that, which was given to other clients.

- 4.6 BEAUFORT SECURITISATION HOLDING LTD has no obligation to acquire for the Client's Account any particular security which BEAUFORT SECURITISATION HOLDING LTD, its principals or employees, may acquire for its own or their own accounts, if in the sole discretion of BEAUFORT SECURITISATION HOLDING LTD it is not in the Client's best interest. BEAUFORT SECURITISATION HOLDING LTD shall not be liable for any loss or damages arising out of, or based upon, any act or omission by it, other than gross negligence or intentional misconduct. BEAUFORT SECURITISATION HOLDING LTD shall not be held responsible for any act or omission of any other Custodian and/or Broker/Dealer/Trader and is not responsible for any fees or charges imposed upon the Account by the other Custodian and/or Broker/Dealer where the account resides.

5 Duties of the Asset Manager

- 5.1 The Asset Manager is responsible to manage, operate, direct and supervise the operations and administration of the Company and its assets, including any assets owned by subsidiaries of the Company. The Asset Manager shall have no obligation to take any action that would require the Asset Manager to register as an investment advisor pursuant to the Investment Advisers Act of 1940. Subject to the limitations set forth in this Agreement, including Section 4, and the continuing and exclusive authority of the Board over the management of the Company, the Asset Manager shall perform the following duties:
- 5.1.1 serve as the Company's asset manager and, when reasonably requested, provide the Board with reports in connection with the Company's assets and investment policies;
- 5.1.2 provide, either directly or through access to the Asset Manager's employees and contractors, the daily management of the Company and perform and supervise the various administrative functions reasonably necessary for the management of the Company;
- 5.1.3 select, and, on behalf of the Company, engage and conduct business with such persons as the Asset Manager deems necessary to the proper performance of its obligations as set forth in this Agreement, including but not limited to consultants, accountants, lenders, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians, agents for collection, insurers, insurance agents, banks, developers, construction companies, property owners, property managers, mortgagors, and any and all agents for any of the foregoing, including Affiliates of the Asset Manager, and persons acting in any other capacity deemed by the Asset Manager necessary or desirable for the performance of any of the foregoing services, including but not limited to entering into contracts in the name of the Company with any of the foregoing;

- 5.1.4 perform such due diligence and underwriting duties as reasonably required by the Board in order for the Board to make a reasonable business judgement as to the acquisition or disposition of an Investment;
- 5.1.5 monitor and evaluate the performance of the Company's Investments, oversee the performance of the property managers for the Investments and coordinate and manage relationships between the Company and any Joint Venture partners;
- 5.1.6 provide ongoing services with respect to the management of the Company's investments including with respect to recommendations regarding capital improvements, payment and contestation of property and other taxes assessed and evaluation and recommendations regarding any insurance policies obtained by the Company or a Joint Venture (or any subsidiary thereof);
- 5.1.7 negotiate on behalf of the Company with banks or lenders for loans to be made to the Company, or obtain loans for the Company, and negotiate on behalf of the Company with investment banking firms and broker-dealers; and provided, further, that any fees and costs payable to third parties incurred by the Asset Manager in connection with the foregoing shall be the responsibility of the Company;
- 5.1.8 from time to time, or at any time reasonably requested by the Board, make reports to the Board of its performance of services to the Company, as applicable, under this Agreement;
- 5.1.9 provide the Company with all necessary cash management services and do all things necessary to assure its ability to render the services described in this Agreement.

6 Authority of Asset Manager.

- 6.1 Pursuant to the terms of this Agreement (including the restrictions included in Section 4), and subject to the continuing and exclusive authority of the Board, the Board hereby delegates to the Asset Manager the authority to perform the services described in this Section. The Asset Manager shall have the power to delegate all or any part of its rights and powers to manage and control the business and affairs of the Company to such officers, employees, Affiliates, agents and representatives of the Asset Manager as it may deem appropriate. Any authority delegated by the Asset Manager to any other Person shall be subject to the limitations on the rights and powers of the Asset Manager specifically set forth in this Agreement.

- 6.2 Notwithstanding the foregoing, the Asset Manager may not take any action on behalf of the Company without the prior approval of the Board or duly authorized committees thereof if the Articles of Incorporation require the prior approval of the Board. The acquisition or disposition of any Investment, including any financing of such Investment, will require the prior approval of the Board, any particular Directors specified by the Board or any committee of the Board, as the case may be.
- 6.3 Records; Access. The Asset Manager shall maintain appropriate records of all its activities hereunder and make such records available for inspection by the Board and by counsel, auditors and authorized agents of the Company, at anytime or from time to time during normal business hours. The Asset Manager shall at all reasonable times have access to the books and records of the Company.
- 6.4 Limitations on Activities. Notwithstanding any other provision in this Agreement, the Asset Manager shall refrain from taking any action which, in its sole judgment made in good faith, would
- (i) adversely affect the status of the Company as a REIT after the Company qualifies for and has elected REIT status,
 - (ii) subject the Company to regulation under the Investment Company Act of 1940, as amended (the "Investment Company Act"), or
 - (iii) violate any law, rule, regulation or statement of policy of any governmental body or agency having jurisdiction over the Company, the Shares, or otherwise not be permitted by the Articles of Incorporation or Bylaws of the Company.
- 6.5 In the event that an action would violate (i) through (iii) of the preceding sentence but such action has been ordered by the Board, the Asset Manager shall notify the Board of the Asset Manager's judgment of the potential impact of such action and shall refrain from taking such action until it receives further clarification or instructions from the Board. In such event the Asset Manager shall have no liability for acting in accordance with the specific instructions of the Board so given. Notwithstanding the foregoing, the Asset Manager, its members, managers, officers, employees and stockholders, members of the board and officers of the Asset Manager's Affiliates shall not be liable to the Company, the Board, or Shareholders of the Company for any act or omission by the Asset Manager, its officers or employees, or stockholders, board or officers of the Asset Manager's Affiliates.

- 6.6 Asset Management Fee. The Company shall pay the Asset Manager as compensation for the services described an Asset Management Fee in an amount equal to 0.XX% per annum of the Gross Assets of the Company. The Gross Assets will be determined as of the last day of the prior month. The Asset Management Fee shall be payable monthly on the last day of such month, or the first business day following the last day of such month.
- 6.7 Other Services. Should the Board request that the Asset Manager or any member, manager, officer or employee thereof to render other services for the Company, such services shall be separately compensated at such rates and in such amounts as are agreed by the Asset Manager and the Board, and shall not be deemed to be services pursuant to the terms of this Agreement.
- 6.8 Other Activities of the Asset Manager. Nothing herein contained shall prevent the Asset Manager from engaging in other activities, including, without limitation, the rendering of advice to other persons (including other Clients) and the management of other programs advised, sponsored or organized by the Asset Manager or its Affiliates; nor shall this Agreement limit or restrict the right of any member, manager, officer, or employee of the Asset Manager or its Affiliates to engage in any other business or to render services of any kind to any other person. The Asset Manager may, with respect to any investment in which the Company is a participant, also render advice and service to each and every other participant(s) therein.
- 6.9 Relationship of Asset Manager and Company. The Company and the Asset Manager intend to form a joint venture, partnership or similar relationship. The parties intend that Asset Manager shall act solely in the capacity of an independent contractor.
- 6.10 Assignment to an Affiliate. This Agreement may be assigned by the Asset Manager to an Affiliate with the approval of the Board. The Asset Manager may assign any rights to receive fees or other payments under this Agreement without obtaining the approval of the Board. This Agreement shall not be assigned by the Company without the consent of the Asset Manager, except in the case of an assignment by the Company to a corporation or other organization which is a successor to all of the assets, rights and obligations of the Company, in which case such successor organization shall be bound hereunder and by the terms of said assignment in the same manner as the Company are bound by this Agreement

7 INVESTMENT OBJECTIVES, RESTRICTIONS AND IMPLEMENTATION

- 7.1 The Client is responsible to advise BEAUFORT SECURITISATION HOLDING LTD in writing of the investment objectives of the Account and of any changes or modifications. Client will notify BEAUFORT SECURITISATION HOLDING LTD immediately, in writing, if any investments made for the Account are in violation of such objectives. Unless Client notifies BEAUFORT SECURITISATION HOLDING LTD in writing of the investment objectives of the Account and of any changes or modifications and of specific restrictions on the Account. The Account shall not be restricted other than by current or future laws of any state or by the virtue of any other contract or instrument purporting to bind the Client or BEAUFORT SECURITISATION HOLDING LTD.
- 7.2 It is understood by Client that BEAUFORT SECURITISATION HOLDING LTD is also, in a separate capacity, a registered representative with other financial entities and may execute securities transactions for other Client's Accounts, and receive the usual and customary payments and commission on investments.
- 7.3 BEAUFORT SECURITISATION HOLDING LTD shall disclose any fees or commissions as required by existing international, federal and state securities laws and regulations. BEAUFORT SECURITISATION HOLDING LTD will use its best efforts to render the agreed services in good faith. Nothing in this Agreement limits or restricts BEAUFORT SECURITISATION HOLDING LTD, its principals' or employees' rights to engage in any business or to render services of any kind, similar hereto or otherwise, to any corporation, partnership, trust, association, individual or other entity. BEAUFORT SECURITISATION HOLDING LTD shall at all times be deemed an independent contractor, and not the Client's employee or agent.

8 CLIENT REPRESENTATIONS

- 8.1 The Client represents and warrants the following:
- a) that he/she has full authority to engage BEAUFORT SECURITISATION HOLDING LTD under this agreement;
 - b) that he/she is the Owner/Manager of all cash assets and securities in the Account, and there are no restrictions on the transaction of such cash or securities, and where any restrictions exist, the custodial bank will warrant that these cash assets be used as transactional collateral;
 - c) that he/she is aware of the risks involved in investing, including the risk that his/her Account could suffer a substantial deterioration in value;

- d) that he/she understand that investment success or failure cannot be measured on a short-term basis;
- e) The terms of this Agreement do not violate any obligation to which the Client is bound, and, if the Client is a corporation, partnership, trust, association, foundation or other entity, that this Agreement has been duly authorized by appropriate action. If so requested, the Client will deliver to the BEAUFORT SECURITISATION HOLDING LTD such evidence of authority as the BEAUFORT SECURITISATION HOLDING LTD shall reasonably require.

9 LIMITED TRADING AUTHORIZATION

9.1 Authorization

Client hereby authorizes BEAUFORT SECURITISATION HOLDING LTD to be his/her agent and attorney-in-fact for his/her Custodial and/ or Brokerage Account (the "Account"), and in that capacity to place orders in its sole discretion and without his/her prior consultation while within the framework of this agreement, to make purchases, sales, exchanges, conversions and trades in connection with his/her account. This agreement is limited to trades involving no-load funds, load funds at NAV and/or exchanges in variable annuity and variable life sub-accounts and MTN's, CDS and other financial instruments. The Client hereby agrees to indemnify and hold BEAUFORT SECURITISATION HOLDING LTD harmless from all loss, cost, indebtedness and liabilities, including attorneys' fees, arising therefrom, except for gross negligence and intentional misconduct.

9.2 Authorization to pay Fees to BEAUFORT SECURITISATION HOLDING LTD. Party ONE hereby authorizes the account custodian, i.e. Party TWO, to deduct the computed quarterly investment management fees directly.

10 Procedures (Abbreviated)

10.1 Party One gives Party Two Placement Instructions in written form after this Contract have been signed.

10.2 Follow Up instructions by Party One will be given to Party Two in written form at any time.

10.3 Party TWO opens the trade facilities. The client will instruct his bankers to transfer the Security to Party TWO ON THE DATES indicated in this Agreement within 1 week after signature of this contract to the following coordinates:

.....
For a period until:.....

- 10.4 On the date of termination of this contract or when the instrument matures or both, being latest 2041, the issuing bank will inform the recipient bank by electronic mail, that the financial instrument has been cancelled and request the repatriation of the financial instrument or the remitting bank can instruct the recipient bank if they so choose to dematerialize the hard copy, rendering it null and void.
- 10.5 Trade proceeds will be as per separate contract.
- 10.6 Trade Yields cannot be determined beforehand as the trades may run into day cycles or long term cycles, and it is impossible to know into which trades a client will enter into and it is not legal to give "Historical Income" from past transactions as these are all of highly speculative nature.
- 10.7 The client's assets shall not be traded in such a way that it can be lost at any time. Therefore, the Asset Manager takes a payment of 50% of the profit generated with the interest of the financial instrument to secure the assets in trading itself and pay for the fees of contracted entities
- 10.8 At the end of term, if the client wants to renegotiate another term, it can be done if both parties agrees, and then the remitting bank can on behalf of the proponent renew the dates for transaction and confirm this in a method decided by the parties hereto, at the time, otherwise the bank simply cancels the instrument.
- 10.9 Conditions Precedent:
- 10.9.1 Without limiting the generality of the foregoing, BEAUFORT SECURITISATION HOLDING LTD shall be under no obligation to inquire into, and shall not be liable for, any losses incurred by the Asset Investor, or any other person as a result of the receipt or acceptance of fraudulent, forged or invalid Collateral, or Collateral which otherwise is not freely transferable or deliverable without encumbrance in any relevant market. The Asset Investor agrees to pay and be responsible for its own fees as may be agreed upon from time to time.
- 10.9.2 The client also clearly understands that the offered securities and or cash assets must be transferred to the designated account structure within 7 banking days of the signing of this agreement with full copies of said transfer copies delivered by electronic mail to BEAUFORT SECURITISATION HOLDING LTD at their designated electronic mail addresses.

10.10 Special Instructions

- 10.10.1 Party ONE is responsible for the exit structure. Party ONE may request the assistance of PARTY TWO to create a complete exit structure (to be regulated in a separate contract) if necessary and so agrees at extra fees to receive the profits from the trade, so it can be applied to their projects and the client acknowledge that there will be fees involved in such a structure. Any and all such fees and the architecture of such structure shall be discussed with the Client prior to formation and agreed upon in writing.
- 10.10.2 Client advises herein that the contact details for the relevant officers at his bank has been amended in the updated CIS hereunder attached.

11 COMPENSATION & ASSIGNMENT

- 11.1 The Asset Investor shall reimburse BEAUFORT SECURITISATION HOLDING LTD for out of pocket expenses which are a normal incident of the services provided hereunder, should the Asset Investor fail to execute and deliver, as per this agreement, the Asset to the custodial accounts of BEAUFORT SECURITISATION HOLDING LTD. These expenses shall be levied at 2.5% (two point five percentage points) of the face value of the proffered asset.
- 11.2 Furthermore, the client must understand that the trade bankers may require the client to put up to 1% of the face value of a transaction to cover the inset costs in the event where there are not completely clarity as to the pledge-ability of the asset.
- 11.3 The fees for BEAUFORT SECURITISATION HOLDING LTD'S services under this Agreement will be 50% from the Net Derived Earnings of the investment and incorporated herein by reference. The Client hereby authorizes BEAUFORT SECURITISATION HOLDING LTD to charge said fees, as well as all brokerage fees and expenses, to its accounts or the account held by Asset Manager.
- 11.4 This Agreement may only be amended by mutual written. No assignment (as that term is defined in the US Investment Advisers Act of 1940) of this Agreement shall be effective without written consent of the Client.

11.5 BEAUFORT SECURITISATION HOLDING LTD shall disclose any and all fees or commissions as required by existing international, federal and state securities laws and regulations. BEAUFORT SECURITISATION HOLDING LTD will use its best efforts to render the agreed services in good faith on a best effort basis. Nothing in this Agreement limits or restricts BEAUFORT SECURITISATION HOLDING LTD, its principals, or employees the right to engage in any business or to render services of any kind, similar hereto or otherwise, to any corporation, partnership, trust, association, individual or other entity. BEAUFORT SECURITISATION HOLDING LTD will at all times be deemed an independent contractor, and not Client's employee or agent.

12 REPORTING AND COMMUNICATIONS

- 12.1 Client will be provided with regular account statements from BEAUFORT SECURITISATION HOLDING LTD, in addition to confirmations of account activity from the Custodian and/or Broker/Dealer where the Account Activity resides.
- 12.2 All notices and other communications contemplated by this Agreement shall be deemed duly given in writing, by electronic mail and placed in the regular mail to Client's address of record when required.
- 12.3 It is understood by Client that BEAUFORT SECURITISATION HOLDING LTD and its employees and representatives will not render any legal or accounting advice nor prepare any legal or accounting documents.

13 TERMINATION

- 13.1 This agreement may be terminated at any time by 60 banking day written notice by either party. Upon termination, any unearned advance fees (if and when) paid to BEAUFORT SECURITISATION HOLDING LTD will be returned to the Client on a pro-rata basis.
- 13.2 BEAUFORT SECURITISATION HOLDING LTD will perform its services under this Agreement in accordance with all applicable International laws and administrative regulations of the banks involved.
- 13.3 Term; Termination of Agreement. This Agreement shall continue until 2041., which may be automatically extended for up to 4 additional 1 year periods if the term of the
- 13.4 Termination for Cause. This Agreement may be terminated for cause by PARTY TWO in the event fraud, willful misconduct or gross negligence of the Client, as determined by a final, non-appealable judgement of a court of competent jurisdiction. This Agreement may be terminated for cause by the Asset Manager in the event that the Company becomes subject to regulation under the Investment Company Act.
- 13.5 The Asset Manager shall promptly upon termination, but in no event earlier than 30 days following termination:
- 13.5.1 pay over to the Company all money collected and held for the account of the Company pursuant to this Agreement, after deducting any accrued compensation to which it is then entitled;
- 13.5.2 deliver to the Board a full accounting, including a statement showing all payments collected by it and a statement of all money held by it, covering the period following the date of the last accounting furnished to the Board;
- 13.5.3 deliver to the Board all assets, including Investments, and documents of the Company then in the custody of the Asset Manager; and
- 13.5.4 cooperate with the Company to provide an orderly management transition.

- 13.6 Indemnification by the Company. The Company shall indemnify and hold harmless the Asset Manager and its Affiliates, including their respective officers, directors, partners, members, managers and employees, from all liability, claims, damages or losses arising in the performance of their duties hereunder, and related expenses, including reasonable attorneys' fees, to the extent such liability, claims, damages or losses and related expenses are not fully reimbursed by insurance, subject to any limitations imposed by any law. Notwithstanding the foregoing, the Asset Manager shall not be entitled to indemnification or be held harmless for any activity which the Asset Manager shall be required to indemnify or hold harmless the Company. Any indemnification of the Asset Manager may be made only out of the net assets of the Company.
- 13.7 Indemnification by Asset Manager. The Asset Manager shall indemnify and hold harmless the Company from contract or other liability, claims, damages, taxes or losses and related expenses including attorneys' fees, to the extent that such liability, claims, damages, taxes or losses and related expenses are not fully reimbursed by insurance and are incurred by reason of the Asset Manager's fraud, willful misconduct or gross negligence, but the Asset Manager shall not be held responsible for any action of the Board, or an action taken by the Asset Manager on the request of the Board, in following or declining to follow any advice or recommendation given by the Asset Manager.

14 Governing Law

- 14.1 This Agreement shall be governed and construed in accordance with the laws of the United Kingdom, England, London.
- 14.2 Arbitration
- 14.2.1 Any controversy arising out of this Agreement will be settled by arbitration in accordance with the rules of the London Arbitration Association then in effect. The arbitration shall be held in London, United Kingdom.
- 14.2.2 This arbitration clause shall not be effective to the extent it violates any provision of the International Securities Laws and Regulations of England and Wales.

15 Acknowledgements

- 15.1 Client represents that he/she understands the matters set forth in such Form and has experience in this field as a professional investor.
- 15.2 Client acknowledges not to be affiliated with the BEAUFORT SECURITISATION HOLDING LTD on a corporate basis other than where so indicated in disclosures by BEAUFORT SECURITISATION HOLDING LTD.
- 15.3 Any advice or action taken pursuant to this financial agreement is strictly the responsibility of the BEAUFORT SECURITISATION HOLDING LTD and not the responsibility or obligation of any third parties or fiduciary BEAUFORT SECURITISATION HOLDING LTD agents.

16 MUTUAL SECRECY AGREEMENT

- 16.1 This document is confidential. Any distribution, use or copying of this document or the information it contains by other than an intended recipient is unauthorized. If you received this document in error, please advise us (by return email or otherwise) immediately.
- 16.2 Both PARTIES have agreed to make available to each other certain confidential, information relating to the release of financial assets encumbered or un-encumbered, in and out of transmission, on or off of balance sheet, blocked or free of use so that the parties may discuss and/or pursue mutual development of release and freeing of such funds/assets for the use of internationally recognized projects or for the funding of projects based on this application. Both parties agree that with respect to any confidential information disclosed by one party to the other, providing that said information is disclosed in writing marked "Confidential" (or confirmed in writing marked "Confidential" or of oral disclosure), the receiving party:
 - 16.2.1 Shall use mentioned confidential information ONLY for the purpose of determining the interest and/or capabilities as aforesaid and relating to this agreement under Number Asset Management Agreement AMA-06/09/22-01. Any and or other agreements shall be dealt with separately and documented in such a manner that the relevant instructions will be fully authorized.
 - 16.2.2 Shall disclose the confidential information ONLY to those employees (who are personally committed to maintain information in confidence) necessary for it to make said evaluation, and shall in no instance disclose the same to any other party for any purpose whatsoever without the written consent of the party providing the information.
 - 16.2.3 Recognizes the trade secret nature of the information.

- 16.3 Shall have no obligation of confidentiality with respect to information that:
- 16.3.1 is in the public domain by use and/or publication at the time of its receipt or enters the public domain thereafter through no fault of receiving party; or
 - 16.3.2 was already in its possession prior to receipt as shown by written documentation already delivered to the disclosing party,
 - 16.3.3 was properly obtained from a third party not under a confidentiality obligation to the disclosing party; or
 - 16.3.4 was previously developed, independently, by the receiving party, as shown by written documentation to be delivered to the disclosing party;
- 16.4 Unless the parties shall otherwise agree in writing, the parties shall return all confidential information provided by one to the other within one (1) year from the date the confidential information was received.
- 16.5 This Secrecy Agreement does not constitute a commitment nor an obligation on the part of either party to enter into any other binding contractual Agreement.
- 16.6 The obligations of confidentiality under this Agreement shall be limited to a period fifteen (15) years from delivery of Information.

17 INTELLECTUAL PROPERTY RIGHTS

- 17.1 'Intellectual Property Rights' means any patents, copyright, database rights, design rights, registered designs, trademarks or service marks, trade names or know-how (whether registered or not) and all rights or forms of protection of a similar nature existing anywhere in the world. All Intellectual Property Rights herein are owned by or licensed to BEAUFORT SECURITISATION HOLDING LTD and may not be reproduced or copied except as set out in the 'Copyright' section below or unless express permission in writing has been obtain previously from BEAUFORT SECURITISATION HOLDING LTD.

18 COPYRIGHT

- 18.1 The reproduction of any material present herein is prohibited, except that you may print extracts for your own administrative purposes but not for redistribution to unapproved third parties.
- 18.2 BEAUFORT SECURITISATION HOLDING LTD accepts no responsibility or liability for the content of any website other than its own or its approved Syndicate Partners and gives no representation or warranty as to the information on such websites.
- 18.3 BEAUFORT SECURITISATION HOLDING LTD accepts no responsibility or liability for any loss arising from any contract entered into with any parties to which an affiliation with BEAUFORT SECURITISATION HOLDING LTD may be claimed on any third party websites if such exists, unless expressly approved previously by BEAUFORT SECURITISATION HOLDING LTD in writing.

19 Disclaimer

- 19.1 This agreement does not constitute an offer to sell, or a solicitation of offers to invest, buy securities or debt instruments, and it represent that any investment of this nature incurs considerable and high risks and should only be entered into by professional/sophisticated investors that evaluated all the risks and rewards if any, since the co-venture cannot by the nature thereof guarantee the success of the venture and losses may be incurred.
- 19.2 This document is only intended to provide for an initial international equity joint venture agreement, which may be subject to change, and which will be governed by the private placement operational agreements between the Client and its institutions and partners. This document may not be reproduced or distributed by the recipient.

- 19.3 An investment will be speculative and will involve a high degree of risk. Such risks include, but are not limited to, investment in market debt instruments with a degree of market risk and expenses, the illiquidity of the investment, restrictions on transferability, the need for additional capital, and other potential risks which cannot be determined in advance and its must be understood that all such placements are done on a best effort basis only. Beaufort Securitisation Holding LTD does not provide tax, investment, or other financial services and advice. The information is being presented without consideration of the investment objectives, risk tolerance, or financial circumstances of any specific investor and might not be suitable for all investors. Past performance is not indicative of future results. Investing involves risk including the possible loss of principal.
- 19.4 The only undertaking that this document makes is that the inset capital of the financial instrument will be at all-time protected and that it will be returned to the Client at the end of the term as herein provided for.
- 19.5 Projections are hypothetical and based upon present market historical factors influencing the business of the Markets. Assumptions regarding future changes in revenues are necessarily speculative in nature and therefore are not made. In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen changes and developments in available technologies and products, the entry into the Investment market of significant additional competitors, natural disasters, the terms and conditions of future financings of the Placement, and other risks inherent to the business. While management believes that projections may reflect the possible future results of the investment, such results cannot and will not be guaranteed or put into writing. Investors must be prepared for the substantial economic risks involved in the current markets that Private Placements are done in.
- 19.6 This agreement is not available to American Citizens and American companies and not to Australian and New Zealand Citizens and New Zealand Companies. It is not available in jurisdictions where the law prohibits entry into such type of agreements.
- 19.7 PARTY TWO has not offered or solicited PARTY ONE to use or sell securities. This document is not, and should not be construed as, an offer to sell or invitation to buy, or the solicitation of any offer to buy any investment products where it would be illegal to do so. The information provided in this document is not intended to provide investment or tax advice.

- 19.8 Certain information in this document is restricted to professional investors. BEAUFORT SECURITISATION HOLDING LTD will not be liable for any damages or losses suffered by any investors accessing any information of that is not appropriate for this investor type.
- 19.9 If Client has any doubt about the information contained herein or wishes to obtain personal advice as to whether this investment management is suitable for its needs, the Client should consult a suitably qualified financial or legal adviser. The Client may need to pay for this.
- 19.10 Please be advised that:
- 19.10.1 Any pricing information, return estimates or indications of past performance detailed in this document are not a guide to future performance.
- 19.10.2 The value of investments and income from them may go down as well as up and are not guaranteed.
- 19.10.3 You may not get back the amount you invested.
- 19.10.4 For funds that invest in bonds, the value of investments can fall if a bond issuer defaults, receives a lower credit rating, or if the risk rating of an individual issue changes.
- 19.10.5 Investments in overseas securities may be affected by changes in the rates of exchange which may also cause the value of your investment and any income it may pay to go down or up.
- 19.10.6 Any favourable tax treatment of a product is subject to government legislation and as such may change at any time.
- 19.10.7 Fluctuation may be particularly marked in the case of a higher volatility fund and the value of an investment may fall suddenly and substantially.
For your protection, telephone calls are usually recorded.

20 CONTACT US

- 20.1 If you have any questions about these Terms and Conditions, or our Privacy Policy, please contact us by e-mailing your case officer immediately. If you believe any information contained herein is not correct, please contact us by e-mailing your case officer immediately. It is important to understand that BEAUFORT SECURITISATION HOLDING LTD uses electronic mail exclusively and that all transmissions are deemed original. Please note that calls may be recorded or monitored for your safety.

21 IMPORTANT LEGAL INFORMATION

21.1 ABOUT BEAUFORT SECURITISATION HOLDING LTD

- 21.1.1 This company is an Asset Management Company with corporate offices in London and elsewhere and deal exclusively with pre-approved clients, and Government Entities and not normally directly with the broader public. The information detailed within this document is made available solely to those who are 21 years old and over, and pre-approved individuals, from non-boycotted, or black listed countries. If you are not 21 years old or over or are not a pre-approved client, please not proceed any further. Further by signing this document you agree and are deemed to fully understood the enforceable secrecy and confidentiality agreement contained herein.
- 21.1.2 This document is governed by the laws of the United Kingdom and any dispute or action arising out of this documents shall be determined in accordance with English laws.
- 21.1.3 Please note that the investments and actions described within this document are not available for distribution to or investment by US investors. Such Investors will receive a different investment management agreement. The actions, investments and funds herein described have not been and will not be registered under the United States Securities Act of 1933 as amended ('Securities Act') and except in a transaction which does not violate the Securities Act or any other applicable US Securities laws (including without limitation any applicable law of any state of the USA), may not be offered in the United States of America, its territories and possessions, any State of the United States of America and the District of Columbia ('United States of America') or offered to US Persons. BEAUFORT SECURITISATION HOLDING LTD has not been and will not be registered under the United States Investment Company Act of 1940, as amended. BEAUFORT SECURITISATION HOLDING LTD has not been and will not be registered under the United States Investment Advisors Act of 1940.

22 CONTENT

- 22.1 While the information and opinions provided herein have been compiled in good faith and we believe that the information detailed herein is accurate as at the date of issuance, BEAUFORT SECURITISATION HOLDING LTD does not warrant that the information will be accurate, complete and current, at all times. BEAUFORT SECURITISATION HOLDING LTD does not assume any liability for any use or misuse of the information detailed herein.
- 22.2 Please be aware that BEAUFORT SECURITISATION HOLDING LTD will update the content herein and this notice from time to time. Please ensure that you regularly inform yourself if the current information is up to date. And please read our privacy policy carefully.
- 22.3 BEAUFORT SECURITISATION HOLDING LTD accepts no liability for any loss that may arise if the goods or services contained within this document become unavailable. Where a claim is brought against BEAUFORT SECURITISATION HOLDING LTD by a third party in relation to your use of this information, you hereby agree to fully reimburse BEAUFORT SECURITISATION HOLDING LTD for all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered or incurred directly by BEAUFORT SECURITISATION HOLDING LTD because of improper use of this information.
- 22.4 Neither party should be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation, any power failure.

23 SECURITY

- 23.1 BEAUFORT SECURITISATION HOLDING LTD takes all practical steps to ensure the security of this document and the security of their electronic mail systems however it is your responsibility to ensure that your computer is virus protected. BEAUFORT SECURITISATION HOLDING LTD accepts no responsibility for any loss you may suffer as a result of accessing or downloading information from its mail servers.

24 MISCELLANEOUS

- 24.1 This Agreement contains the entire understanding of the parties hereto with respect to the matters herein contained, and supersedes all previous agreements and undertakings with respect thereto. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.
- 24.2 Indulgences, Not Waivers. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
- 24.3 Gender. Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.
- 24.4 Titles Not to Affect Interpretation. The titles of paragraphs and subparagraphs contained in this Agreement are for convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation hereof.

- 24.5 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.
- 24.6 By signing below you are agreeing that you have read and understood the Important Information detailed and are confirming that you are and you want to be treated as a Professional Private Investor
- 24.7 You further confirm that you have consulted with your own auditor, investment advisor and/ or a legal adviser if you have any questions relating to the terms and conditions herein contained.
- 24.8 This Agreement shall not be changed, modified, terminated, or discharged, in whole or in part, except by a document in writing signed by both parties hereto, or their respective successors or assignees. No verbal contracts are allowed by law and they do not exist.
- 24.9 The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

THE SIGNATORIES HEREBY CONFIRM THAT THEY HAVE GAINED ALL NECESSARY ADVICE FROM THEIR OWN LEGAL, FINANCIAL AND TAX EXPERTS ON AN INDEPENDENT BASIS AND THAT THEY ARE IN FULL CONTROL OF THE ASSETS PLEDGED HEREIN. SUCH PLEDGED SECURITIES MUST BE FULLY DELIVERED AS AGREED IN THIS AGREEMENT WITHIN THE TIME ALLOCATED AFTER SIGNING THIS AGREEMENT.

Party ONE

[Company]
Represented by
Name: [●] Capacity: [●]

Party TWO

BEAUFORT SECURITISATION
HOLDING LTD
Represented by: Bichara Bechara,
Director with sole signature