

CONFIDENTIAL WORKING AGREEMENT

This Partnership Agreement is made this 20th Day of July 2020

Between:

1- Col Ahmed Abdul Mustafa
A retired Colonel resident at C/1025 Gbgamey Cotonou Benin Republic

(“First Party”)

And

(“Second Party”)

Name & Address here

Mr Mark G. Cooper: A citizen of **America**, holding License number -----
(hereinafter referred as the “**Second Party**”).

RECITALS:

Whereas the First Party is A Business Man and Financial Investor, who would like to make a direct Investment to the second party for an amount of **USD58, 000 000.00 (Fifty Eight Million United States Dollars)** hereinafter refer as **PROJECT FUND**, and Whereas, The Second Party has an established company registered under **American** law and has diversified Trade and investment activities.

Whereas the second party is willing to accept the investment capital and the First Party is prepared to Co-operate with the Second Party in that respect.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual representations and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1:

The recitals set forth above constitute an integral part of this agreement at all time and considered as a fundamental condition to execute it.

ARTICLE 2: PURPOSE OF THIS AGREEMENT

The purpose of the present agreement is to define the contractual relation between the First Party and the Second Party with respect to the Investment made by the First Party to the Second Party.

ARTICLE 3: RIGHTS GRANTED

Subject to the terms and upon the conditions set forth herein, throughout the duration of this Agreement, The First Party hereby accept to make a direct investment to the Second Party company in the amount of **USD58,000,000.00 (Fifty Eight Million United States Dollars)** and the Second Party hereby accepts to use and invest the above mentioned Fund in his investment activities. (Green Fuel Technologies, Crude process from Hemp etc.)

Article 4: Purpose

The Investment Fund covered by this Agreement shall mean at all time the total amount of **USD58,000,000.00 (Fifty Eight Million United States Dollars)**

The investment facility has been provided for the general working capital purpose of the second party and shall be transferred to the following account detail:

Bank name: _____

Address address: _____

Bank Swift Code: _____

Account Name: _____

Account Number: _____

ARTICLE 5: The Fund

The Fund covered by this agreement shall mean at all time a total amount of **USD58,000,000.00 (Fifty Eight Million United States Dollars)**

ARTICLE 6:

Contract Duration

6.1 The present agreement shall become effective only on the date that the total fund is transferred by the First Party, entered and availed into the account of the Second Party and shall be valid for an initial term of five Years+ One year period grace (05+01)(06) full consecutive years.

6.2 Afterwards, this Agreement shall be renewed by tacit consent for equal period(s), unless previously terminated by either party three months prior to the expiration of any of the following renewal period (s).

6.3 Any termination of the present Agreement shall not impair any rights or remedies of any party hereto neither accrued prior to the termination nor relieve any party of its obligations accrued prior to such termination.

6.4 The proof of transfer should be obtained from the receiving bank of the Second Party, as an evidence that the money is been received by the Second Party to identify the validity and starting date of this agreement.

6.5. The Second Party will make the first interest payment one year after the project has taken full stand. Payments to be made at once.

6.6 The Second Party will have to receive the fund by Bank transfer.

ARTICLE 7: TERM AND CONDITIONS

The First Party will provide the Second Party with the amount specified in article 4 based on the following specific terms and conditions.

7.1 The Second Party has agreed to pay 10.2% interest annually to the First Party.

The First Party will provide payment instructions to the Second Party specifying the account details to which such interest payments should be made at least thirty days before such payment is due.

7.2 The Second Party should pay the agreed interest in the month of the year the project starts to yield dividend (interest) The payment is annually till that time where both party agree to terminate the agreement.

7.3 The Second party should transfer the 10.2% interest amount or handed over to any account or person authorized by the First party.

7.4 A written Instruction or authorization letter should be provided by the First Party at the beginning of each year to avail the Interest payment, and prove of such payment should be maintained by the second party as evidence at all time.

7.5 It has been agreed that the fund provided is a Investment and does not entitle the First Party to any rights in the Second Party properties nor any management rights in any of the Second Party companies or activities, moreover the First Party is not allowed to interfere at any time or claim any right to do so.

ARTICLE 8: Agreement Parameters

8.1 It was agreed that the fiscal year for activities will begin on the first day the project begins and end on a period of 12 months, with exception for the first fiscal year that begins after a period of one grace year from the implementation of this contract and until the completion of full one year.

8.2 It has been agreed that the interest should be calculated on a yearly basis.

8.3 In the event of any uncompleted year calculation, the Interest should be calculated on a daily basis and the total days of the year should be considered as 365 day.

ARTICLE9: INTEREST AND LOSS

Both parties have agreed that the Interest generated by this investment or any other activities of the Second Party is the sole right of the second party and the first party have no rights whatsoever to claim any Interest even if it has been generated through the support of the first party, unless it has been pre agreed by both parties in writing.

ARTICLE 10: EXPIRATION AND CANCELLATION

10.1 This Agreement shall expire as provided in Article 6 hereon. It may also be terminated by either party for any of the following reasons and conditions:

10.1.1 If the fund agreed in this agreement has not been availed to the Second Party for whatever reason, this contract will be automatically canceled and neither party has any rights or jurisdiction to claim any compensation or amount from the other Party.

10.1.2 The expiry of the period of the agreement unless agreed upon the Renewal of the same by common agreement of both Parties.

10.1.3 The unanimous decision of the two Parties to cancel this agreement at the terms and conditions agreed and specified at that particular Time.

10.1.3.1 If the second party fails to pay the Interest agreed to the first party for two consecutive years.

10.2 Any one of the Parties could cancel the agreement after settling his Liabilities to the other Party in the following way:

10.2.1 If First Party wishes to cancel at any time he should pay to the Second Party the following amount:

10.2.1.1 For cancellation in any of the first 2 years an amount of 0% of the total Investment fund provided will be deducted from the fund on the date of returning the fund in addition to the current year Interest (to be deducted) by the Second Party .

10.2.1.2 For cancellation before the end of the last year of the agreement an amount of 0% of the total Investment fund provided , where it will be deducted from the fund amount on the date of returning in addition to the current year Interest (To be deducted) by the Second Party.

10.3 The First Party has the full rights to terminate the contract without any penalty or deduction if the Second Party fails to pay the agreed Interest for two consecutive years.

10.4 The Second Party can terminate this agreement at any time by Paying back the fund in additional to 0% of the total fund or last Year Interest, whichever is higher.

10.5 Furthermore, the present agreement will be terminated in the Event either Party ceases activities, liquidates or dissolves itself, demands a moratorium involving a large part of its assets, ceases to make payments, declares bankruptcy, is declared in judicial adjustments or liquidation

or become the object of any similar procedure, becomes the object of a judgment ordering it to cease activities, has its assets seized or has trustee or receiver appointed.

10.6 At the end of this agreement for any reason whatsoever, the Second Party will return to the first Party its whole Fund, after deduction of any of the early termination penalties described above, which the First Party undertakes to take back.

ARTICLE 11: CONFIDENTIALITY

The Parties hereto agree to respect the confidential nature of information which they receive from each other during the term of this Agreement, including information concerning the sale, distribution, financial statements or banks or accounts information of the company or the signatory of this agreement, and they undertake to keep such information strictly confidential during the said term, and after the termination or non renewal of the Agreement.

ARTICLE 12: WAIVER

No forbearance on the part of either Party in enforcing its rights under this agreement, nor any renewal, extension, or rearrangement of any payment or covenant to be performed by the other Party hereunder shall constitute a waiver of any term of this agreement or a forfeiture of any such right.

ARTICLE 13: NOTICE

13.1 Any notice demand, request, consent, approval, designation, specification or other communication given or made, or required to be given or made hereunder, shall be in writing and shall be hand-delivered or sent by registered air mail (postage fully prepaid) addressed to the Parties in the manner set forth below :

13.2 A notice shall be deemed to have been given and received:

- (i) when left at the appropriate address if hand-delivered or sent by registered mail;
- (ii) when actually received if sent by facsimile or electronic data exchange; or
- (iii) when dispatched and the correct answerback received if sent by telex or facsimile.

ARTICLE 14: FORCE MAJEURE

Non compliance by either the First Party or the Second Party owing to Force Majeure with any of the said obligations shall not lead to the termination of this agreement provided either the First Party or the Second Party has, as soon as possible under the circumstances, notified the other Party in a letter sent by registered mail, of the reason for non compliance. Pursuant to this Clause, Force Majeure shall be deemed to be any unforeseeable and irresistible event provoked by an external cause, which constitutes an obstacle to the performance of an obligation, such as foreign or civil war, riots, acts of public enemies, general strikes, sabotage, piracy, fire, explosion, natural disasters and act of local government and parliamentary authority. The Parties agreed to interrupt the Agreement for the period of such event and until the activities resume normally.

ARTICLE 15: GOVERNING LAW AND JURIDICTION

15.1 All differences concerning the validity, the interpretation or the performance of the present Agreement shall be finally settled under the rules of conciliation and arbitration of the international Chamber of Commerce by a single arbitrator appointed in accordance with the said rules.

The seat of such arbitration shall be in the country contract is executed and the language of such arbitration shall be English.

15.2 This agreement shall in all respects be governed and construed in accordance with the law of the country that the agreement executed, delivered and performed within.

ARTICLE 16: MISCELLANEOUS PROVISIONS

16.1 This Agreement may be amended only by a written document signed by both Parties or by their duly authorized representatives.

16.2 This agreement supersedes all prior agreements between the Parties (written or oral) and is intended as a complete and exclusive statement of the terms of the Agreement between the Parties.

16.3 All reference to a year or a month shall mean a calendar year and a period of thirty days respectively.

16.4 In the event that this agreement is translated into any other language, the English language version hereof shall govern.

FOR THE FIRST PARTY:

FOR THE SECOND PARTY

Sign: _____

Sign: _____

MR. Passport number:



passport number: A05284566