



MANCHESTER FINANCE COMPANY LIMITED.

Office Address: The Robert Street Hub, 12-14 Robert Street, Manchester, England, M3 1EY

Tel: +44 745 229 5632, *Email:* info@manchesterfinanceltd.com

CONFIDENTIAL AND COMMERCIAL-IN-CONFIDENCE

LOAN INVESTMENT AGREEMENT

BETWEEN

(Hereinafter referred as THE LENDER)

Which expression shall where the context so admits include his heirs, assigns, successors in-title and personal representatives of the one part.

AND

(Hereinafter referred as)

THE BORROWER



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THIS LOAN INVESTMENT AGREEMENT is made on the day of.....

BETWEEN:

With Passport No: -----referred to as ("the Lender")

AND:

I. **Mr.:**-----of address: -----and -----
----- with Passport No. -----of address: -----, -----
-----, Referred to as ("the Borrower")

(Herein after, referred to as a "Party" and together the "Parties").

LOAN INVESTMENT PROCEDURE:

1. The borrower will request for a copy of the loan agreement, fills in his/her company details, stating the actual loan sum and submits the contract document, attaching following documents for due diligence, review and



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approval by the loan provider:

- a. **Client Information Sheet ("CIS");**
- b. **A copy of Corporate Registration;**
- c. **A copy of Passport;**

2. After receipt of the loan contract document from the Borrower, the Lender will review and countersign, attaching a copy of his company registration certificate and international passport.

1.1 Loan Investment Agreement:

1.2 Subject to the conditions set forth in this Agreement, lender agrees to lend: **the Borrower** a total sum of: -----which is an investor's private wealth and not a bank loan for financing of project development.

1.3 The **Borrower** agrees to borrow the above sum for a period of ----- subject to renewal at a yearly interest rate of 3%. The process of the loan shall commence once all transfers are made into **the Borrower's** bank account and confirmed by the borrower, free from all liens.

1.4 Project Company: The Lender agrees not to hold any shares in the **Borrower's** company nor any of the projects for which the borrowed funds is invested into.



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1.5 The Agreement

The Parties agree that the Loan Investment Agreement shall be subject to the following terms:

1.7 TERMS AND CONDITIONS:

- a. The amount:will be advanced as an investment loan.
- b. **Loan Interest:** The annual interest rate is: 3% and this will be payable into the lender's designated bank account as duly issued to the "Borrower".
- c. **AMORTIZATION:** Loan Amortization will be calculated within the borrower's pay-back-period.
- d. **EXIT PERIOD:** Exit period is set at 10 to 14 years but can be re-negotiated upon expiration unless one of the Parties wishes to terminate this Agreement giving an official written notice at least one (1) year before the expiration date.

Moratorium period is set at: 1 to 2 years from the date of funds disbursement.

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- e. **Collateral:** It has been agreed by both parties that this is a non-recourse loan and the collateral shall consist of an Insurance Coverage Policy (collateral security to protect the LENDER in the event of circumvention by the BORROWER). This MUST conform to the ICC regulation for protection of Assets.
- f. The communication between the parties (LENDER AND BORROWER) can be done via electronically (email) or physically. The Loan Deed of Agreement



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MUST be signed by the LENDER and the BORROWER.

g. LEGALIZATION OF THE DEED OF AGREEMENT:

The Deed of Agreement, when signed by both parties, **MUST** be Endorsed/Notarized in any Court of competent jurisdiction in the United Kingdom by a reputable attorney (LAWYER). The payment for this endorsement is on the BORROWER. The Deed of Agreement, when endorsed/notarized, will become part of the collaterals for the loan.

h. It is further agreed that the parties; (the "Lender" and the "Borrower") must sign the loan Deed of agreement (DOA) only

With a TRUSTED WITNESS from both parties and the countersigned DOA **MUST** be endorsed and notarized by a notary public before lodgment with the Lender's bank for execution.

i. The "BORROWER" will be responsible for any loss or profit of any investment but must inform and notify the "LENDER" on yearly (12 Calendar Months) basis about the status and progress of the said Loan funds collected.

j. DUE DILIGENCE: The "LENDER" or his appointed official will visit the "BORROWER" investment site within two weeks after the loan amount is transferred and Confirmed into the borrower's bank account.

k. FUNDS ORIGIN: The "LENDER" guarantees and declares that the fund is free from all criminal activities, money laundering, terrorism, drug deals, gun deals, etc. The "LENDER" undertakes to fulfil all the requirements/documentation needed to authenticate this fund as a non-criminal, very clean and cleared fund acquired from



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a legitimate business.

m. BROKER/INTERMEDIARY FEE: the broker is entitled to 1% commission which is deductible by the LENDER from the loan principal secured and remitted simultaneously to the broker designated account.

LENDER'S BANKING DETAILS:

Bank name:

Bank address:

Bank officer:

Bank Tel:

BIC/SWIFT:

Account Name:

IBAN/Account#:

Borrower's banking coordinates:

Bank name:

Account name:

Account number:

Swift code/IBAN:

Bank address:

Account officer name:



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Account officer email address:

1.1 Closing

The Closing for the whole transaction as indicated above, whereupon the following events, *inter alia*, shall occur:

- (a) The lender shall transfer the total amount of Loan Investment in favor of the **Borrower** in one single tranche as stipulated above in this agreement.
- (b) Upon the Closing, the Lender will enjoy 3% interest rate from **the Borrower's** investments as stipulated in the agreement.
- (c) The borrower has agreed that 3% of interest rate should go to the lender annually.
- (d) The parties have agreed that the total amount for this loan would now be

- (e) Should the lender wish to leave without any fault of the **Borrower**, the **Borrower** should be given a one year notice with a compensation of 1% of the total loan sum as break fee.

3. Confidentiality

Each Party agrees to hold this Loan Investment Agreement and all other terms and transactions contemplated by this Loan Investment Agreement confidential and not to disclose this Contract Agreement or such information to third parties without the prior consent of the other Parties hereto, provided that the foregoing obligation shall not apply to the extent that: (a) the information being disclosed is or has become publicly known at the time of disclosure through no fault of the disclosing party; (b) disclosure is or becomes required by applicable law or legal process, including pursuant to court proceedings, court order, applicable stock exchange or governmental regulation; or (c) such disclosure is to the Party's respective professional advisors in the subject matter herein.



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4. Nature of the Contract Agreement

This Loan Investment Agreement shall be valid and effective, until and unless is amended by mutual consent by both Parties. This Contract Agreement sets forth the Parties' understanding with respect to the subject matter herein and shall constitute a legally binding obligation between and among the Parties.

5. Remedies

In the event of termination, all prior obligations until the date of termination between the Parties that has been entered into under this Contract Agreement shall continue to be active until fulfilled or extinguished with written agreement between the Parties.

6. Force Majeure

6.1 Either Party shall not be liable for any delay in performing or failure to perform its obligations under this Agreement where such delay or failure is caused by the Customer, natural hazard and/or disaster, labor unrest, riot, civil commotion, lockout, fire, flood, earthquake, typhoon, war, acts of foreign enemies or perils of the sea or other perils and any cause or

6.2 Circumstance whatsoever beyond the control of either Party.

6.3 In any of the events mentioned in this Clause (Force Majeure), the Parties shall, for the duration of such event, be relieved of any obligation under this Agreement as is affected by such event, here after, elect to terminate this Agreement. In the event of termination, Termination and Remedies clause shall apply. All rights and liabilities arising from such termination shall, if



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unresolved, be referred to Arbitration.

7. Liability and Indemnity

7.1 Each Party hereby indemnifies and holds harmless the other Party, its employees, and agents from and against any and all claims, demands, proceedings, damages, costs, expenses whatsoever which may at any time be made by any person arising out of or in any way connected with or related to the Services except to the extent caused by the negligence or misconduct of the one Party and/or its employees on one Party and/or its employees.

8. Choice of Law and Arbitration

- a. This Contract Agreement shall be governed by and construed in accordance with the laws of the United Kingdom in English or other laws to be mutually agreed between the Parties.
- b. The Parties shall endeavor to resolve all disputes, controversies and/or any claims arising in connection with the Agreement within thirty (30) days upon receipt of any notice of dispute. Only in the event that the Parties fail to resolve any such disputes, controversies, or claims, may they proceed to settle with an arbitrator acceptable to the parties to this agreement in accordance with the rules of the International Arbitration Centre ("IAC"). Location for the arbitration shall be in the United Kingdom or any arbitration center which is mutually agreed between the Parties.

9. Notices

9.1 Any notice to be served on either Party by the other Party shall be in English and in writing and shall be sent by prepaid recorded delivery or registered post and shall be deemed to have been received by the addressee upon delivery:

- a. official notice or other communication shall be deemed properly sent



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if it is sent under registered mail cover to: -

- b. Post and shall be deemed to have been received by the addressee upon delivery.
- c. Any official notice or other communication shall be deemed properly sent if it is sent under registered mail cover to: -
 - i. Any notice to be served on either Party by the other Party shall be in English and in writing and shall be sent by prepaid recorded delivery or registered post and shall be deemed to have been received by the addressee upon delivery, or
 - ii. Registered post and shall be deemed to have been received by the addressee upon delivery.
 - iii. Any notice to be served on either Party by the other Party shall be in English and in writing and shall be sent by prepaid recorded delivery or registered post and shall be deemed to have been received by the addressee upon delivery, or
 - iv. Registered post and shall be deemed to have been received by the addressee upon delivery.
- d. Any official notice or other communication shall be deemed properly sent if it is sent under registered mail cover to of the one Party and/or its employees.

10. Choice of Law and Arbitration

- a. This Contract Agreement shall be governed by and construed in accordance with the laws of the United Kingdom or any other Law to



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be agreed mutually by the Parties.

- b. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and resolved by arbitration prior to any legal proceedings. The arbitration proceedings shall be in English only. Location for arbitration shall be in the United Kingdom or any other arbitration center to be agreed mutually by the Parties.

11. Miscellaneous

11.1 This Loan Investment Agreement may be executed in one or more counterparts, each of which constitute an original but all of which, taken together, constitute a single document.

11.3 Any time, date or period mentioned in any provision of this Loan Investment Agreement may be extended by mutual agreement in writing by the Parties, but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time shall be of the essence.

11.4 This Loan Investment Agreement, the Definitive Agreement and any agreement(s) intended by and among the Parties relating to the transaction contemplated in this Contract Agreement shall be governed by the laws of the United Kingdom.

11.5 No amendment or modification of this Loan Investment Agreement will be binding upon any Party unless it is in writing and duly signed by all Parties.

11.6 Each Party agrees to submit to the non-exclusive jurisdiction of the courts of the United Kingdom.

11.7 This Loan Investment Agreement is executed in two copies, each of



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which shall be deemed original. Upon execution by the Parties, this Agreement shall be binding and shall be subject to change only upon written consent of both the Parties.

11.8 The Lender declares that the fund is free from any illicit activities including money laundering, terrorism, drugs and conforms to international rules and regulations for transferring of funds.

11.9 Moratorium for investment is set between 1-2 years grace period.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written.

SIGNED BY:
(Lender)

}

SIGNED BY:
(Borrower)

}



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In The Presence As **WITNESS** of: Name: _____

Position / Occupation: _____

Signature: _____