

NON-NEGOTIABLE GOLD BULLION FULL CORPORATE OFFER

I, the undersigned, **Authorized Seller**, hereby irrevocably confirm and warrant with full legal responsibility and authority; and under penalty of perjury or fraud, that am the bona-fide, legal Seller of the offered Gold Bullion, and that am ready, willing and able to legally sell, grant title and deliver the AU metal as described in the terms, conditions and procedure set forth below.

1. COMMODITY: Gold (Au) Gold Bullion Bars: Hallmarked

(NOT REGISTERED IN THE GLD BANKING SYSTEM);

- a. Weight: 1KG
- b. Purity: 999.5/1000 (MIN)
- c. Age: Less than five years

2. ORIGIN OF THE GOLD: West Africa

3. CURRENT LOCATION OF THE GOLD: Stock held in a Prime Custodian Bank in **BASEL, SWITZERLAND.**

4. DELIVERY: CIF – BUYER REFINERY **2MT 1ST LIFT THEN 200MT PER MONTH. TOTAL 7,200MT OVER 36 MONTHS** WITH R & E

5. PRICE / DISCOUNT: 10% GROSS based on the second London fixing on the London Bullion Market (LBMA), 7% NET TO SELLER FOR PURITY 999.5/1000 (MIN).

6. COMMISSION: 3% Paid under separate IMFPA by seller.

Sellers Side 1.5% (Closed) & Buyers Side 1.5%

7. CURRENCY: The legal currency of the United States of America (USD) (\$) or Euros (€)

8. PAYMENT: SWIFT MT103 /TT by USD or EURO GUARANTEED BY SWIFT Clean and Clear Funds of Non-Criminal Origin from a Top 25 Bank REVOLVING SWIFT MT760 SBLC BG or SWIFT MT799 BLOCKED FUNDS, MT700 DLC, as a guarantee of payment for the first tranche delivery OF 2MT GOLD BULLION, THEREAFTER, as a guarantee of payment for the first tranche delivery OF THE 200MT VALID FOR 366 DAYS to REVOLVE for the entire lift for 7200MT WITH ROLLS & EXT.

- After the Buyer bank has sent on the REVOLVING SWIFT MT760 SBLC BG OR SWIFT MT799 BLOCKED FUNDS, MT700 DLC, as a guarantee of payment for the first tranche of 2MT to the Seller's nominated Fiduciary bank, the Seller's bank on receiving and approving the Guarantee of payment will send POP / SKR via Swift Mt600-700 to Buyer's bank along with an invitation to the Buyer to inspect the Gold within 5 banking days.

9. CONTRACT TERM: First tranche delivery of **2 MT**.

Contractual Tranche delivery **200 MT** with Rolls & Extensions

10. CHARGES: All administrative charges to include transfer of new Title of ownership to Buyer, separate vault keeping, and physical invitation inspection shall be borne by the Buyer, as may be charged by the Custodian Bank.

11. INSPECTION: Viewing / Physical Inspection at the Bank Depository (upon Invitation).

Only after receipt and confirmation of the buyer's REVOLVING SWIFT MT760 SBLC BG OR SWIFT MT799 BLOCKED FUNDS, MT700 DLC, VALID FOR 366 DAYS TO COVER THE FIRST TRANCHE DELIVERY OF 2MT GOLD BULLION.

12. QUANTITY: 2,400MT WITH 200MT PER MONTH ROLLS & EXT.

13. PROOF OF PRODUCT (POP):

- CERTIFICATE OF METAL DEPOSIT
- SKR CERTIFICATE ISSUED BY THE CUSTODIAN BANK WITH FULL BANKING RESPONSIBILITY.

14. FIDUCIARY AGENT: For all Banking Purposes, the Seller always uses A Nominated Fiduciary Agent with whom he has a long term NDNCA Agreement.

The details will be provided in the Sales & Purchase Agreement.

After the Buyer's bank has sent the REVOLVING SWIFT MT760 SBLC BG OR SWIFT MT799 BLOCKED FUNDS, MT700 DLC, to the Seller's Fiduciary bank, the Seller's Custodian Bank on receipt, acceptance and confirmation of the SWIFT MT760 SBLC, BG OR SWIFT MT799 BLOCKED FUNDS, MT700 DLC will send an invitation to the Buyer to inspect the Gold Bullion and transfer of title of ownership or delivery made within FIVE (5) banking days.

15. SPECIAL CONDITIONS: The Buyer is not allowed at any time to contact the Fiduciary bank regarding any matter. The Buyer must get written permission from The Seller to contact the Fiduciary bank.

Any direct contact will cancel and nullify the contract with immediate effect.

16. PAST PERFORMANCE: Note that NO PAST PERFORMANCE supporting documentation will be provided at any point by The Seller or The Seller's Fiduciary Agent or the Seller's Mandate.

It is the company's policy not to disclose private and confidential documentation between Buyer and Seller to any third Parties. Please do not request this at any point as it will not be provided, not even sanitized.

17. CONFORMITY WITH INTERNATIONAL REGULATIONS: The Buyer and The Seller each declare to one another that the commodity offered herein for sale and the origin of the funds used for purchasing the commodity do not contravene any of the following LAWS or that it is derived from any other illegal or criminal activity:

- A. The Drug Trafficking Act of 1986
- B. The Criminal Act of 1988
- C. The Prevention of Terrorism (Temporary Provisions) Act of 1989
- D. The Criminal Justice (International Cooperation) Act of 1990
- E. Not in any illegal and criminal violation and activities.

18. TRANSACTION PROCEDURES:

- A. The Seller issues this FCO for Buyer to sign back along with His LOI strict base on this FCO.
- B. After the buyer has received completed, signed and sealed the seller's FCO, this shall indicate that buyer accepts seller's procedure. The seller will then issue to buyer the sales and purchase agreement (SPA)
- C. The buyer first and the seller second will sign and seal the SPA with their respective full banking coordinates. Both buyer and seller are free to change their respective banks at any time such need may arise.
- D. The Seller and The Buyer will lodge the completed set of documents at their respective banks.
- E. The Buyer will then instruct his bank to send the REVOLVING SWIFT MT760 SBLC BG OR SWIFT MT799 BLOCKED FUNDS, MT700 DLC, **AS A GUARANTEE OF PAYMENT** to the Seller's Fiduciary bank, for the 100% value of the first 2MT valid for 366 days revolving WITH ROLLS & EXT for gold bullion, although value of the guarantee may be required to increase accordingly as may be agreed by both buyer and seller as quantity of gold bullion increases.
- F. The seller will provide proof of product (POP) by way of SKR CERTIFICATE issued by seller's custodian bank after receiving and confirming the buyer's REVOLVING SWIFT MT760 SBLC BG or SWIFT MT799 BLOCKED FUNDS, MT700 DLC, at the seller's nominated fiduciary receiver bank. The SKR as POP will then be sent to the buyer's bank via SWIFT MT600-700, WITH A COPY SENT DIRECTLY TO BUYER'S EMAIL ADDRESS.
- G. Once the REVOLVING SWIFT MT760 SBLC BG OR SWIFT MT799 BLOCKED FUNDS, MT700 DLC, is received via SWIFT and confirmed at the Seller's Fiduciary bank, the Custodian Bank of the Gold will require the Buyer's details for change of ownership (Title). Please note that administrative costs are to be borne by you, (the Buyer) and processed transfer of ownership will be sent to you (buyer), reconfirmed by the bank.
- H. You (the Buyer) along with an assayer of your choice will then be invited to the bank for a physical viewing/inspection of the Gold Bullion Bars at the bank depository. (You can also nominate your Bullion Officer to attend on your behalf if preferred).
- I. With this option, you (the Buyer) will have to bear the administrative charges for transfer of ownership (Title).
- J. Once you (the Buyer) have settled the cost of the first 2MT Gold Bullion Bars with the Seller / Title Holder of the gold, the Title of ownership of equal quantity 2MT Gold Bullion Bars will be transferred to you and delivery made and subsequent deliveries made as well.

K. All the relevant documentation and paperwork will be provided to you (the Buyer) electronically (per tranche); you will also receive an Assay Report for your records.

L. You (the Buyer) can transact on tranches as agreed between Buyer and Seller following the same process: full payment for the first tranche of 2MT Gold Bullion Bars (via MT103 or T/T), against transfer of Title of ownership of 2MT Gold Bullion Bars to you total quantity of 2,400MT WITH ROLLS & EXT FOR GOLD BULLION.

M. As Buyer, you will naturally be granted the required authorization to verify the SKR and all other documents direct with the Custodian Bank of the Gold in your capacity as the Buyer.

N. The commissions due will be paid by the Seller immediately and without delay to each appointed Paymaster or Beneficiary after each tranche and as per the Terms and Conditions of the SPA.

GENERAL: The Seller and Seller's Mandate and The Buyer and Buyer's Mandate hereby agree that the information connected to this transaction must not and shall not be released to any person or legal body, EXCEPT THOSE ENTITLED TO KNOW ABOUT IT.

19. DOCUMENTS:

ALL TRANCHES OF AU METAL SHALL BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. A verifiable Safe Keeping Receipt (SKR) issued by the Custodian Bank of the gold with Full Banking Responsibility.
2. Certificate of Origin
3. Certificate of Legal Ownership
4. Commercial Invoice: Four (4) copies will be provided
5. The Seller's Certificate stating that the AU is free and clear of all Liens, encumbrances, and that the AU is Freely tradable, exportable, and of non-criminal origin.
6. Certified Weight List with the following description:
 - a. Receipt of custom duties and taxes
 - b. Receipt of storage
7. Air Waybill (Not Applicable to FOB Transactions)
8. Packing List (Not Applicable to FOB Transactions)
9. Insurance Certificate
10. Title Holder's Passport Copy and Copy of seller's certificate of Incorporation.
11. The Title of the GOLD BULLION BARS shall pass from The Seller to The Buyer immediately upon the full settlement (receipt of payment in full to The Seller by the way of T/T OR MT103 for each tranche so transacted).

20. VALIDITY:

SIGNED AND SEALED:

SELLER SIDE:

ACCEPTED & SIGNED BY DIRECT BUYER ONLY:

BUYER SIDE:

AUTHORIZE SIGNATORY

BUYER NAME:

POSITION:

DATED:

WE HERE ACCEPT THE ABOVE CORPORATE OFFER

Bank :

Branch :

Bank Address :

Account Name :

Account No.

SWIFT CODE:

BANK MANAGER:

BANK TEL. / FAX NO.

Location of Delivery : () **Singapore** () **Hong Kong** () **London**

FOB () **CIF** ()

Weight : 12.5 Kg () 1 KG ()

Quantity : Total () KG/MT Per Tranche () KG/ MT

Frequency: () weekly () monthly () Daily x () tranches

Payment By: BG (), SBLC (), MT 799 BLOCK FUND ()

Assay required : In the Bank () In the Refinery ()

APPENDIX I

PASSPORT COPY OF SELLERS' & COMPANY CERT.OF REGISTRATION

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