



# JOINT VENTURE AGREEMENT

This Private Agreement is entered on the date hereunder by and between:

The company of **NASH HOLDINGS, INC.** represented by its **CHAIRMAN, MR. ROBERT J. NASH** with passport No. [REDACTED] hereinafter referred to as **PARTY "A"** or **INVESTOR**.

and

The company/private name of **VALUED BOND HOLDER** represented by **MR. [REDACTED] / FAMILY TRUST EXECUTOR**, with [REDACTED] No. [REDACTED] hereinafter referred to as **PARTY "B"** or **INVESTOR**.

(**PARTY "A"** and **PARTY "B"** will be hereinafter collectively known as "**The PARTIES**")

**Whereas**

**PARTIES** has agreed upon mutual interest of supporting certain industrial and development projects (herein after **PROJECTS**) of mutual interest.

**PARTY A (INVESTOR)** is ready, willing and able to provide funding of this Joint Venture to **PARTY B (CO-INVESTOR)** bank accounts designated of clean, clear, non-criminal cash backed **BANK DRAFT (OR TO BE DETERMINED IN FUTURE)**, (hereinafter **ASSETS**), as per draft attached as **ANNEX 1**; of lawful origin, free from lien and encumbrance, at the conditions hereinafter specified, in order to, obtain credit facilities.

**PARTY B (CO-INVESTOR)**, is ready, able and willing to receive the above **ASSETS** into the following Bank position **and/or any bank coordinates due notified to Party A by written notice:**

Now therefore the PARTIES declare and agree as follows:

1. **PARTY A WILL RECEIVE [REDACTED] AND PARTY B [REDACTED] OF ALL AND ANY SALE, FINANCIAL STRATEGY FOR SELLING OR LEVERAGING PARTY B's HISTORICAL BONDS AND FOR ANY OTHER RELATED FINANCIAL TRANSACTION.**

1.1. **PARTY A** will cause issuance and delivery his financial capabilities and/or partners in favor of **PARTY B** of the following **ASSETS**

The **ASSETS** will be delivered as funding of this Joint Venture to the benefit of **PARTY B**, the net incoming revenue of the operation will be shared in two equal part [REDACTED] party A, [REDACTED] party B ).

2. **STRUCTURE OF THE AGREEMENT**

It is agreed and acknowledged by all **PARTIES**:

2.1. This Joint Venture Agreement, as operational contract shall be exchanged between Parties in order to secure the use or sale of the **ASSETS** and the agreed sharing of proceeds of financial management;

2.2. Indicatively is agreed the **PARTIES** shall have joint control of the proceeds. A Joint signature Account will be installed at **PARTY's B** Bank with **PARTY A** where both parties will have the joint and full control of the proceeds or benefits generated by the Bank Instrument (or related financial strategy) transferred in **PARTY's B** banking account. (ALL TO BE DETERMINED MOVING FORWARD) **PARTY B** will warrant certain profit yielding in the appropriate way as normally applied in this area of business as we know.

2.3. This agreement shall be fully executed and in force before delivery of the **ASSETS** to **PARTY B** and shall bear full liability or acknowledgement so to warrant agree delivery of proceed so the credit line management and agreed payments.

INITIALS PARTY A

INITIALS PARTY B

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## 3. LIABILITIES AND WARRANTIES

4.

- 4.1. The **PARTIES** shall, upon signing of this Agreement, assume entire and full legal responsibilities of their declarations;
- 4.2. Specifically **PARTY A** declares that :

## 5. OPERATIONAL PROCEDURES (the below is just example and will be determined in future)

- 5.1. Buyer sends letter of intent (LOI), enlarged (140%) color copy of passport, company's board resolution, certificate of incorporation, client information sheet (CIS), non-solicitation, NDA, acceptance of Seller's terms and conditions, Bank Comfort Letter or authorization to verify funds.
- 5.2. After successful due diligence, seller countersigns LOI, communicate the cost of BANK DRAFT (**or related financial strategy**) and return to Buyer with details of issuing bank, passport copy and certificate of incorporation. This LOI automatically becomes a full commercial recourse contract. Both parties shall lodge the signed contract with their respective Banks (**or related agreement at the time**).
- 5.2.1 The **ASSETS** and assignment to him have been legally attested and registered at the Issuing Bank (**or related at the time**).
- 5.2.2 The **ASSETS** has no further lien or encumbrance and can be freely used to warrant a credit line as per standard banking procedures.

### GENERAL CONDITIONS

#### 1. Term, Termination, Non-Circumvention and Confidentiality

- 1.1. The term of this **AGREEMENT** shall commence on the date set forth hereunder and it shall be concluded for an initial term of thirteen (13) months.
- 1.2. It is agreed that when no first tangible effect of this agreement shall be produced within **6 months** from the execution, the same shall be considered dissolved and void since inception. Cancellation of the Agreement is otherwise accepted only in the event of "Force Majeure" as defined by the current Paris ICC Regulation.
- 1.3. All parties do herein agree that the Non-Solicitation, Non-Circumvention and the Non-Disclosure Rules of the latest issue from ICC 500/600 (International Chamber of Commerce, Paris) which apply to this Agreement and to any related transaction for a period of 5 (five) years from the date of execution of this Agreement or related transactional agreements. Same as Nash Holdings NDA.
- 1.4. Upon the termination of this Agreement the Co-Investor shall not have any claims against the Investor, except to receive any unpaid portion, if any, of the compensations provided for in the wording.

#### 2. Liabilities and Warranties

- 2.1. Investor attests to the good legal standing of the **ASSETS** and the Assets backing it, and attests that these were secured without recourse to fraud, misrepresentation or criminal activities, but rather exclusively within the bounds of international law and that the Investor is the rightful and dutiful owner of the Assets or represents the rightful and dutiful beneficial owner via a legally enforceable Agreement.
- 2.2. In connection to the rendering of services by the Co-Investor on behalf of the Investor, which are the purpose of this Agreement, the Investor declares – and reconfirms by signing this Agreement to relieve from and indemnify the Co - Investor against any responsibility, which may arise in relation to the truth fullness of the information, which the Investor will provide. Therefore, The Investor undertakes to indemnify the Co-Investor against any harm or prejudice, which may arise, as a result, of requests or demands made to the Co-Investor in relation to fulfilling this Agreement based on that information supplied by the Investor.

INITIALS PARTY A



INITIALS PARTY B



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## 3. Miscellaneous

- 3.1. Entire Agreement.** This document contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior Agreements or Understanding between the Parties with respect thereto. Parties fully acknowledges that they have full recourse in any Court, either civil or criminal, upon either PARTY's failure to fully perform its duties and obligations of this agreement as set forth herein
- 3.2. Modifications.** This Agreement may be amended or modified by the parties hereto only by written ASSETS executed by both parties.
- 3.3. Assignment of the Agreement.** This Agreement, including all rights and obligations hereunder, is personal as between the Parties hereto and shall not be assigned in whole or in part by either PARTY to any other person, firm or corporation without the prior written consent of the other PARTY, except that the Co-Investor shall be entitled to assign this Agreement to any company controlled by, controlling or under common control with, the Co-Investor.
- 3.4. Severability.** The provisions of this Agreement are severable, and if anyone or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions to the extent enforceable shall be nevertheless be binding and enforceable.
- 3.5. Full understanding.** Parties acknowledge and affirm that they are knowledgeable and fully understand their obligations with respect to this Agreement and they have had adequate time and opportunity to consult with legal counsel of their choice prior to the execution of this Agreement and are fully informed in the premises of such transactions and that each has executed this agreement freely and voluntary without reservation or exception.
- 3.6. Taxes.** No PARTY shall make any representations regarding the tax consequences resulting from the execution of this Agreement. It is agreed by the Parties to individually and severally accept and settle his liability for withholding taxes, income taxes and levies or charges into which they shall incur, as a result, of this Agreement, without any right of contribution or indemnity by any other PARTY.

## 4. Notices

- 4.1.** All notices and other communications hereunder shall be made in writing and shall be deemed given if delivered personally or by courier, (receipt requested) to **The Parties** at the address of the parties.

### 4.1.1. PARTY A:

4.1.1.1. represented by **NASH HOLDINGS, INC.** by its **DIRECTOR, MR. ROBERT J. NASH**, with passport No. [REDACTED]

4.1.1.2. E-mail: [bofnash@nashholdingsinc.com](mailto:bofnash@nashholdingsinc.com)

### 4.1.1. PARTY B:

4.1.1.1.1. **MR. [REDACTED] THE VALUED BOND HOLDER** represented by its **DIRECTOR / EXECUTOR, MR. [REDACTED]** No. [REDACTED]

4.1.1.2.2. E-mail: [REDACTED]

- 4.2.** Any notice should be given hereunder by any PARTY to the other shall be in writing, delivered to the above coordinates, and shall include the date of delivery thereof.
- 4.3.** Each PARTY may, from time to time, change its address, telephone and/or telefax numbers by informing the other PARTY within Fifteen (15) days in advance of written notification thereof.

## SIGNATURES :

PARTY A / ROBERT J. NASH



PARTY B / [REDACTED]



Dated: 21 November 2016

Dated: 21 November, 2016