


**ABERNATHY PARTNERS
ASSET MANAGEMENT GROUP LLC**

New York, New York North Atlanta, Georgia
555 Madison Avenue 3445 Peachtree Street Ne
Suite 500 Suite 500
New York, New York 10001 Atlanta, Georgia 30326

"Powering Global Prosperity"

The Trader and Primary Asset Owner are jointly herein referred to as "Parties", referencing all exhibits, attachments, supplements, and related documents and which the Parties shall be bound by and adhere to as the provisions stipulated in this Agreement.

PREAMBLE:

Whereas, the PAO is willing to Trade, via non-traditional trading methods via Santander Bank Portugal/Baker Tilly UAE on behalf of a Standby Letter of Credit (SBLC) valued at €5,000,000,000.00 that will be made available to trade / fund / invest /with/against the following bank details:

Whereas the Primary Asset Owner (PAO) agrees to contribute their asset under a management arrangement for the agreed period of time required to produce a profit as per the trade management process.

Whereas the Trader has the relationships, networks, and contacts to trade the value of the asset that is produced for use in a private placement.

Whereas this is a Non-Traditional Financing Opportunity via pre-arranged arbitrage transactions via discounted non-investment grade or investment-grade assets.

| | |
|------------------------------|---|
| CURRENCY | EUROS |
| ASSET TYPE | STANDBY LETTER OF CREDIT (SBLC) Government Guarantee |
| TOTAL AMOUNT PROVIDED | €5,000,000,000.00 |
| PROFIT SHARING RATIO | <ul style="list-style-type: none"> - 33% Monetization or \$1,650,000,000.00 Paid within 3 to 5 Banking Days, upon MT760 Good-Delivery, Receipt, Compliance, and Receiving Bank on a best effort basis, with all Good Approvals; and, - 9% Total Commission Due from Closing Proceeds [7% LTV or Euro (€115.50M or USD Equivalences to Abernathy Global Wealth Fund Inc. and 2% LTV Euro €33,000,000.00 for Bank Brokers; and, - €1,000,000,000.00 Paid to Government on a Best Effort Basis, Paid to Account of Record with Rolls and Extension to 20B, further 50B; and, - \$500,000,000.00 as held via Abernathy Global Wealth Fund Inc. for the purposes of Leverage Finance of Bank Credit Instrument (2.5B) for the world's top 25 Bank; |
| | Paid as follows: 100% LTV; 20% Abernathy Global Wealth Fund LP; and 80% Government Client or Assigns. |
| PROFIT DELIVERY | MT 103 TRANSFER TO DESIGNATED AND DEDICATED BANK ACCOUNT |



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ISSUER:

BANK: TBA
BANK ADDRESS: TBA
SWIFT CODE: TBA
ACCOUNT NAME: TBA
AMOUNT: TBA
TYPE: TBA
I BANK NO: TBA
ON BEHALF OF: TBA

BANK RECEIVINGACCOUNT:

BANK : Banco Santander Totta S. A.
BANK ADDRESS : R Gonocolo Cristovoa Sala 301 N347 Porto 4049 042
SWIFT : TOTAPTPLXXX
ACCOUNT HOLDER: CRAS PT LDA
ACCOUNT NO./IBAN : PT50 0018 00034 98534 5002051
SIGNATORY : D Pomeranz

(IF NECESSARY, Private Equity Fund reserves the right to change Receiving Bank and Bank Coordinates)

Trade and Transaction Procedures:

- A. Trader/Private Fund Advisor ("Party A") shall sign this Agreement and forward it to Primary Asset Owner (PAO); and,
- B. Primary Asset Owner/PAO shall countersign and forward a copy of the contract, which then becomes a full Trade and Investment Subscription, Rights Assignment Agreement ("Contract"); and,
- C. Within One (1) banking day of this Agreement being lodged with the two party's respective banks, the Primary Asset Owner (PAO) shall send Brussel Belgium Swift via MT-799, MT760, Pre-Advice, in the following structure:
 - a. 1st Tranche of Euro 500M currency of the European Union and drawn upon Barclays Bank to the following Receiving Accounts
 - b. Final Tranche of Euro 4.5B currency of the European Union and drawn upon Barclays Bank to the following Receiving Accounts:
- D. Within Three (3) to Five (5) International Banking, Abernathy Global Equity Advisors LP, upon receipt, validations, compliances, confirmation, and authorization, a Bank Electronic Wire (MT-103) in the amount of Euro €1,000,000,000.00 to the Account of Record, on a best effort basis, of, the Primary Asset Owner (PAO) and,
- E. Second Tier of Financing.
 - a. Bank Letter of Credit establishment of \$2,500,000,000.00 Billion for the world's top25 Bank; and
 - b. 100% Monthly Payments or Best Efforts via Private Trade Desk via DBA or Advised for the Benefit of the Client's DBA Private Trade Opportunity; and,

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- c. Divided as follows; 5% LTV Payable to Abernathy Global Wealth Fund Inc; and 80% LTV Payable to the Government to Tanzania or its Representatives of Record and paid to Agreed Accounts of Record.
- d. Private Equity Fund agrees to Fund 20B Euros, with Rolls and Extensions of 50B, on the Best Effort Basis only, subject to Bank Credit Facilities, etc., and the Funding period is 60 Months or 5 Years.

F. This is a Binding Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the sufficiency and adequacy of which are hereby acknowledged by all parties, the Parties hereby agree as follows:

CUSTODY ARRANGEMENT & PROCEDURE

Minimum Time Commitment. The PAO agrees to a minimum commitment of 365 days, plus 1, to place the asset and for it to be used to produce a profit in the trade activity involving the purchase & resale of bank securities or other managed buy-sell assets, PPP, and trading aspects as selected by the Trader, using the following milestones as guidelines:

| | |
|--|--|
| Number of trades anticipated per week: | Minimum of Three (Three) |
| Type of securities to be traded | Government Guarantee / Stand By Letter of Credit (SBLC) Credit Discounting / MTN trading |
| Target Purchase Price of Securities | 28% to 31% of the face value |
| Target selling Price of Securities | USD of 70%; 700M Per Tranche |
| Target Profit per transaction: | 45% spread |
| Target profit share per party net of costs | TBD |
| Target costs per transaction *(Com / Bank Fee) | 2.00% |
| Target net profit per week per party | 50% |
| Target net profit per party per month | 100% of the face value each |
| Payments of trade Profits / Proceeds | Weekly |

Definitions:

- a. Communication. The Primary Asset Owner will be notified every week in writing from the date of this agreement as to its progress toward milestone success.
- b. Primary Ownership. The PAO certifies that it has certain and complete control of the asset including permission from any other party who is the owner. The PAO as the Title Holder of the asset must provide written permission with confirmation/acceptance by the bank pledging the asset to the Trader for trading as anticipated.
- c. Free and Clear. The PAO Warrants that the asset is unencumbered and is free and clear of all liens or any financial/legal restrictions to be used.
- d. Best Efforts Clause: Subject to the terms and conditions herein provided, each party shall use its best efforts to perform or fulfill all conditions and obligations to be performed or fulfilled by it under this Agreement so that the transactions contemplated hereby shall be consummated as soon as practicable and subject to and not limited to the following: a) Market Conditions and Costs b) Economic Conditions c) Available Paper d) Banking Conditions and Participation and e) International Fixed Income Departments and other mandatory trading and compliance requirements.

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- e. Profit Sharing. The Funder and the PAO will equally share the selected private placement trade program's share profits.
- f. Signatory Authority. The Funder will appoint an authorized signatory to transact with the bank in partnership with CWAM and respond to all instructions sent by secure email from CWAM instructing them to in turn for any private transaction so anticipated.
- g. Decision on Trade Program. Selection of the private placement trade is the exclusive decision of the Trader who will submit every instruction in writing.

Private Equity Fund

- h. Upon confirmation, acceptance, and validation of MT760 in the amount of Five Billion (Euro 5,000,000,000.00) Standby Letter of Credit (SBLC), Abernathy Growth Equity Partners LP shall arrange payment via electronic wire or MT103 payment in an amount equal to Euro €1,000,000,000.00 on a Best Effort Basis, with Rolls and Extensions to 20B, further to 50B on a best effort basis; and,
- i. After initial Funding, Private Equity Fund will arrange funding for 20B over the next 60 Months; and,
- j. Private Trade Opportunity via Bank Hypothecation Program via newly issued Bank Letter of Credit in the amount of 2.5B Tradable LOC via Top 25 World Bank or Best Efforts; and,
- k. Bank Hypothecation Program is projected at 100% per month, which does not reflect the amount given by the Private Equity Fund, these numbers are on an information basis only, and are subject to change. All final numbers are provided by the Trade Desk at Financial Signatory. However, the Trade Desk does represent numbers at or near 100% Per Month (Not Eain S. Abernathy, Ph.D., projections, or that of Abernathy Global Equity Advisors LP/and/or Abernathy Global Wealth Fund Inc., Abernathy Global Wealth Fund Inc., - is entitled to receive on every successful Trade Conclusion a 5% International Placement or Success Fee Per Trade – Per Tranche.

Financing) these numbers represent that of DBS Singapore Trade Desk or their contractual offer at the time, and/or present financial opportunities; and,

- l. Hypothecation is further divided as follows:
 - i. 5% Success Paid to Abernathy Global Wealth Fund Inc, on every Trade/Tranche up to 20B with Rolls and Extensions to 50B.
 - ii. 80% LTV or Best Efforts is the of the Government of Tanzania
 - iii. Whether one tranche or multiple tranches, Abernathy Global Wealth Fund Inc., endeavors, on a Best Effort Basis to achieve 20B in 60 months.
- m. Private Equity Fund will arrange Trade Accounts in Geneva Switzerland; Commonwealth of Bahamas; or, Cayman Islands, private trade and bank account; and,
- n. Private Equity Fund agrees to Time of Essence on all financing efforts and to conclude on or before February 20th, 2023, on the Best Effort Basis only; and,



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- o. Shall be appointed for a Term of 5 Years; and,
- p. Provide all necessary communications, information, and documentation.
- q. Lead Advisor and General Fund Manager for this Monetization and Trade Structure.
- r. Board Resolution Requirements.
- s. Orderly and structured financing marketplace.
- t. Board Resolution and Director of Finance Appointments are necessary; and,
- u. €500,000,000.00 are Block Trade Funds and are Deemed Dedicated Funds in the care of Abernathy Global Wealth Fund LP, and are in the exclusive, and sole consideration of, and control of Abernathy Global Wealth Fund LP, via Baker Tilly or DBS Bank and/or other Trade Derivative Accounts, for, and under the goals, directions, and advisements of the Trade Agreement.

Primary Asset Owner (PAO)

- v. Delivery Good Delivery, Compliant, and Receiver approved, Brussel Swift MT760 SBLC to the good account of Record.
- w. AGREE/Sign a Board Resolution and Director of Finance appointing Eain S. Abernathy, Ph.D., Managing Director and Senior Investment Officer of Abernathy Global Equity Advisors LP/Abernathy Global Wealth Fund Inc.
- x. Maintain all necessary corporate and contract agreements.
- y. Time of Essence and strict adherence to terms and conditions described in this agreement; and,
- z. Maintain all necessary Good Standing Incorporation provisions.
- aa. Agree to all terms and conditions of confidentiality and non-circumvention.
- bb. Maintain all confidentiality and communication protocols.
- cc. Good Delivery via Brussels MT760 on all Agreed Instruments of Record otherwise Funding cannot be consummated.
- dd. Time of Essence.
- ee. Agree to all Trades and Commission Structures
- ff. Created a Dedicated Profit Account for receipt of Funds for Tax Purposes and Onboarding Purposes.

OTHER

- ASSIGNMENTS & TRANSFERS:

During the term of this Agreement, any transfer or assignment of any party's interest in the profits thereof shall be in prior writing and subject to the rights conferred herein. No transfer or assignment shall relieve any party of its respective duties or obligations hereunder except with the express written consent of the other party.

- EFFECTIVE DATE AND TERM:

The effective date of this Agreement shall be the date the last signature is appended in the final version of this Joint Venture Agreement when executed. This Agreement shall be of force for one year / 12 months and/or extended in time for an

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additional period as agreed between the Parties, initially being for one (1) year (12 fiscal months) and shall include future rolls and extensions as applicable for a period of up to three (3) years or as agreed to in a separate agreement by the Parties.

- BINDING EFFECT OF AGREEMENT TERM:

This Agreement shall contribute to the benefit and be binding upon the Parties hereto and their respective officers, partners, legal representatives, associates, heirs, successors, and assignees. This Agreement shall remain in full force and effect for the period outlined in Paragraph 1 above and each Party agrees not to disclose this Agreement to third parties.

- MODIFICATION OF AGREEMENT:

No Modification of this Agreement, including but not limited to any supplement, waiver, or termination of any provision hereof, shall be valid, binding, and enforceable unless in writing and executed by each of the Parties hereto.

- TERM OF THIS AGREEMENT and ENTIRE AGREEMENT FULL UNDERSTANDING:

This Agreement is for a period of 2 Years. The Agreement stays in place the same length of the block of this underlying instrument. Entitled to be dissolved 90 days thereof.

This Agreement constitutes the entire Agreement between the Parties hereto about the subject matter contained herein and supersedes all prior and contemporaneous Agreements, understandings, negotiations, and discussions whether oral or written by and between all or any other Parties to this Agreement. Without limiting the foregoing, no letter, facsimile, telegram, or other communication transmitted shall be deemed part of this Agreement nor shall such communication have any effect of modifying this Agreement in any way for any purpose unless agreed to in writing by each of the Parties hereto this Agreement.

- NON-CIRCUMVENT - NON-DISCLOSURE:

The spirit of this Agreement is one of mutual trust, confidence, and reliance upon each party to transact as intended. The Parties mentioned herein, including all and any heirs, successors, assigns, agents, principals, solicitors, or other entities involved in this transaction agree to abide and be bound by the accepted guidelines for confidentiality, non-disclosure, non-circumvention according to prevailing international laws, for a period of three (3) years from the completion date of this Agreement. Any breach of the terms and conditions stipulated herein, by any of the parties herein described, will be dealt with by a pertinent arbitrator.

Any Agreements or documents transmitted by facsimile or email shall be considered original documents, both binding and enforceable. Confidential Information shall mean any information that is non-public, proprietary in nature, is marked as or is manifestly confidential, and is disclosed (whether before or after the date of this Agreement, in writing, verbally, or otherwise in whatever form or medium, and whether directly or indirectly) by or on behalf of the Disclosing Party to the Receiving Party. Such information shall include, but not be limited to, business operations, plans, intentions, opportunities, financial information, products and services, documents and reports, marketing materials, a computer program(mer)s, technical information, know-how, trade secrets, ideas, inventions, designs, communications, customer lists and any third party information, or any other like information disclosed, and that the Confidential Information, Materials, Contacts, and Transactions are subject to the confidentiality and good faith provisions of the Uniform Commercial Code and as active business people agree to act and conduct ourselves in good faith and fair dealing with one another by the standards outlined in the Uniform Commercial Code.

The parties intend that the terms and conditions of this Agreement and the business activities of the parties shall remain private and not subject to disclosure to any third party; Provided however, the Parties by necessity are not restricted from disclosing the terms and conditions to those third parties with whom the parties intend to conduct business if the disclosing

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party has secured from the other party its consent to release such terms and conditions or such other information as may bear on this Agreement or the contemplated transaction(s). Any unauthorized disclosure by any party to an unauthorized third party shall subject that party to an immediate injunction, cease, and desist order, and/or other such relief and remedy as a Court or Arbitrator shall find applicable. It is further agreed that the parties shall not at any time hereafter attempt in any way to compete against and/or circumvent any party, by making or attempting to make direct or indirect contact with another party's sources without the other party's prior written permission.

MISCELLANEOUS PROVISIONS:

The Parties agree to initiate and execute any documents necessary to fulfill the terms and intent of this Agreement with reasonable dispatch.

Section headings in this Agreement are included solely for convenience as a part of the Agreement by and between the parties.

If any provision of this Agreement is, or becomes, invalid, illegal, or unenforceable in any jurisdiction, such provision, shall be deemed amended to conform to applicable laws to be valid and enforceable or, if it cannot be so amended to be enforceable and /or without materially altering the intention of the parties, it shall be stricken, and the remainder of the Agreement shall remain in full force and effect.

Should litigation arise and become necessary, the Parties mutually and specifically agree that service or process may be perfected by obtaining either personal service of the notification or using certified mail, return receipt requested.

No waiver of any right under this Agreement shall be deemed effective unless contained in writing and signed by the parties hereto, and no right arising from any breach or failure to perform shall be deemed to be a waiver of any future such right or of any other right arising under this Agreement.

This Agreement shall be governed in all respects by the laws of the US, UK, Panama, Hong Kong, Spain, and any Deemed Credible and Competent World Court of Law including all G-20 Nations and their subsidiaries.

A copy or electronic signature shall be deemed an original for all legal purposes and deemed valid and enforceable in all respects by the Parties, jointly and severally.

This Agreement and all transactions contemplated hereby shall be governed by and construed by, the regulations of the International Arbitration, Paris, France. If any dispute or disagreements arise hereunder, the parties herein waive any court action or claim and further agree to submit to Arbitration under the rules of the International Arbitration Association, Paris, France, and agree to abide by the decision of the arbitrator.

The defaulting party agrees to reimburse the prevailing party's reasonable Attorney fees and other expenses, in addition to any other relief to which the prevailing party may be entitled.

END OF ALL TERMS AND CONDITIONS AND AGREEMENT

IN WITNESS whereof the parties hereto have signed this Agreement, and are bound per, the new modified terms and conditions of this Agreement, and do sign this day and year first above written, deemed the Effective Date of this Agreement, **Wednesday, February 14th, 2023.**

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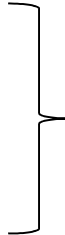


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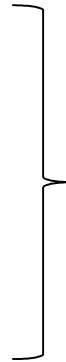
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Signed by Primary Asset Owner (PAO)
For and on behalf of
DR VINCENT B.MASHINJI
Chief Commercial Officer
Email: vince.rbm@gmail.com



Signed by Private Equity Fund

Signature of: **Dr. Eain Abernathy, PhD.**,
Managing Director and Director of Institutional Investments
Abernathy Global Wealth Fund Inc.,
Abernathy Global Equity Advisors Inc.,
Jurisdiction Bishop and Diocesan Prelate
Atlanta Financial Center, North Tower 3553,
Peachtree Road Ne, Suite 1125, Atlanta, Georgia 30326
Email: insabernathyphd@icloud.com
PP Number 0817671



Eain S. Abernathy, PhD

AGREED AND ACCEPTED BY: REPRESENTATIVE



Sign:
Name **OSCAR EPAPHRA MSECHU**
Date: Thursday, February 09, 2023
Title: Managing Partner
Passport: TAE309989
Email: msechu@tanscarattorneys.co.tz

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:

1. Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
2. EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request a hard copy of any document that has been previously transmitted by electronic means provided, however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.