

IBAA FUND Limited

AGREEMENT NO: IBB/SS/09272021-SN097

DATE: SEPTEMBER 27, 2021

AGREEMENT ON DELIVERY OF CASH FUNDS FOR INVESTMENTS

TRANSFER PER SERVER TO SERVER DOWNLOAD VIA IPIP TRANSACTION CODE: BKMTIRTH088/25.7D/DE/09272021

THIS AGREEMENT ON THE DELIVERY OF CASH FUNDS FOR INVESTMENTS TRANSFER PER SERVER TO SERVER DOWNLOAD VIA IPIP (HEREINAFTER REFERRED TO AS AGREEMENT), DATED, SEPTEMBER 27, 2021.

PARTY A - THE PROVIDER PRINCIPAL

IANIIA IIIEINVIIDENININGIIAE						
IBAA FUND LIMITED						
UNIT B,12/FHANG SENG CAUSEWAY BAY BIULDING,28YEE WO STREET						
CAUSEWAY BY H.K						
2849894						
MR. GAO YUAN						
G26027656						
CHINA						
27-11-2017						
26-11-2027						
DEUTSCHE BANK, AG.						
TAUNUSANLAGE 12, 60325 FRANKFURT AM MAIN						
GAONYUAN C/O IBAA FUND LIMITED						
DE60-500-70010-09512-26010						
DEUTDEFF						
MR. CHRISTIAN SEWING						
BANK OFFICER EMAIL Christian.sewing@db.com						

HEREINAFTER REFERRED TO AS THE "PROVIDER" AND/OR "PARTY A", AND

PARTY B - THE RECEIVING PRINCIPAL

COMPANY NAME	MAJID RAFIEE FOROUSHANI			
BUSINESS ADDRESS	TEHRAN, IRAN			
SS NUMBER	1141210428			
PASSPORT NUMBER	R51992179			
DATE OF ISSUE	15-12-2019			
DATE OF EXPIRY	14-12-2024			
COUNTRY	ISLAMIC REPUBLIC OF IRAN			

HEREINAFTER REFERRED TO THE "**RECEIVER**" AND/OR "**PARTY B**" AND TOGETHER WITH PART A, THE "**PARTIES**".





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WHEREAS, PARTY A GUARANTEES THAT THE EURO FUNDS ARE GOOD, CLEAN, ABLE TO BE TRANSFERRED FREELY AND OF NON-CRIMINAL ORIGIN, DERIVED FROM LEGITIMATE BUSINESS, WITHOUT ANY LIENS OR ENCUMBRANCES. THE FUNDS BELONG TO THE PROVIDER SHALL BE REMITTED THROUGH THE USE OF **SERVER TO SERVER DOWNLOAD VIA IPIP** FUND TRANSFER TO THE RECEIVER'S DESIGNATED BANK. THE FUNDS SHALL BE USED FOR INFRASTRUCTURE AND HUMANITARIAN PROJECTS AROUND THE WORLD.

WHEREAS, PARTY A, AS THE PROVIDER COORDINATES WITH THE RECEIVER THE EXECUTION OF THIS TRANSACTION UNTIL IT IS SUCCESSFULLY COMPLETED AND MONITORS THAT ALL PARTIES INVOLVED SHALL COMPLY TO THE PROCEDURES, TERMS AND CONDITIONS SPECIFIED IN THIS CONTRACT.

WHEREAS, PARTY B IS READY, WILLING AND ABLE TO RECEIVE SAID CASH FUNDS INTO ITS DESIGNATED ACCOUNT VIA IPIP CODE SERVER AND TO EXECUTE THE DISTRIBUTION AND TRANSFER OF SAID RECEIVED FUNDS TO DESIGNATED PARTIES AND BANK ACCOUNTS, IN ACCORDANCE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT.

NOW THEREFORE, IN CONSIDERATION OF THEIR MUTUAL PROMISES MADE HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY EACH PARTY, THE PARTIES, INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

DESCRIPTION OF TRANSACTION:

INSTRUMENT	IPIP SPECIAL TRANSFER SWIFT
AGREEMENT AMOUNT	€ 20,100,534,715.28(twenty billion one hundred million five hundred thirty-four thousand seven hundred fifteen euros and twenty-eight cents)
FURTHER TRANCHES	AS MUTUALLY AGREED BETWEEN THE PARTIES





AGREEMENT NO: IBB/SS/09272021-SN097 DATE: SEPTEMBER 27, 2021

SENDER BANK DETAILS:

CONADANIV NIANAE	IBAA FUND LIMITED
COMPANY NAME	
	UNIT B,12/FHANG SENG CAUSEWAY BAY BIULDING,28YEE WO STREET
COMPANY ADDRESS	CAUSEWAY BY H.K
REGISTRATION NO.	2849894
REPRESENTED BY	MR.GAO YUAN
PASSPORT NO.	G26027656
ISSUED PLACE	CHINA
DATE ISSUE	27-11-2017
DATE EXPIRY	26-11-2027
BANK NAME	DEUTSCHE BANK AG
BANK ADDRESS	TAUNUSANLAGE 12, 60325 FRANKFURT AM MAIN
ACCOUNT NAME	GAONYUAN C/O IBAA FUND LIMITED
ACCOUNT IBAN NO	DE60-500-70010-09512-26010
SWIFT CODE	DEUTDEFF
BANK OFFICER	MR.CHRISTIAN SEWING

RECEIVING BANK DETAILS:

1	BENEFICIARY NAME	:	MAJID RAFIEE FOROUSHANI		
2	COMPANY ADDRESS	:	ТВА		
3	COMPANY REG. NUMBER	:	ТВА		
4	REPRESENTED BY	:	MAJID RAFIEE FOROUSHANI		
5	PASSPORT No. /COUNTRY	:	R51992179		
6	DATE OF ISSUE / DATE OF EXPIRY	:	15-12-2019	14-12-2024	
7	BANK NAME	:	MELLAT BANK		
8	BANK ADDRESS	:	TEHRAN, IRAN		
9	BANK SWIFT CODE	:	BKMTIRTH088		
10	ACCOUNT NUMBER	:	8861943300		
11	IBAN	:	IR870120010000008861943300		
12	ACCOUNT NAME	:	MAJID RAFIEE FOROUSHANI		





TRANSACTION CODE: BKMTIRTH088/25.7D/DE/09272021 AGREEMENT NO: IBB/SS/09272021-SN097 DATE: SEPTEMBER 27, 2021

46						
13	BANK OFFICER	<u>:</u>	ТВА			
14	BANK OFFICER TEL	Ŀ	+982122282237			
15	BANK OFFICER FAX	:	+982122285035			
	RECEIVER BANK SERVER DETAILS					
16	TRANSACTION CODE	:	BKMTIRTH088/25.7D/DE/09272021			
17	WEB BANK		www.bankmellat.ir			
18	ТҮРЕ		PUBLIC COMPANY			
19	ORG		Org-6icp2			
20	DOMAIN ID	:	73325.domain-Nrsn			
21	DOMAIN IP	:	20.312.33.21.ip			
22	DOMAIN AROUND	:	20.312.33.21			
23	ACCESS CODE	:	DEUT-9028781			
24	IDENTITY CODE	:	36A DEUT DE 23			
25	REVERS DNC	:	BANK MELLAT			
26	FINAL BLOCKING CODE		020110201K54DE3904			
27	CLENT	:	MAJID RAFIEE FOROUSHANI			
28	SPEED DOWNLOAD	:	0/2722316702566			
29	ADMIN-C	:	RG12184-RIPE			
30	DNC SERVER	:	Nts2-mellat.ir(20.312.33.21)nt			
31	COMMON ACCOUNT No.	:	XXXXXX			
32	Tech – C	:	HB 52110 ML 3947			
33	MNT – BY	:	NCC-HM-MNT			
34	IP DOMAIN	:	20.312.33.21/2			
35	FARM NAME	:	FARM 42			
36	TRANSFER CODE	:	950A:R:G4898DVY21			
37	Status Code	:	208			
38	TOTAL AMOUNT IN EURO	:	€ / 20,100,534,715.28			
39	EXCHANGE RATE AT CBI / IRR		IRR / 989,006,609,595,895			





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IOLTA account Information for Paymaster/Escrow Account

ALL OTHER COMMUNICATION AND CORRESPONDENCE, IF ANY, SHALL GO THROUGH BOTH PARTIES DESKS ONLY, NO MATTER IF SENT BY FAX, E-MAIL, LETTER FORM, TELEPHONE CALL OR OTHER WAY OF COMMUNICATION.

PARTY B HEREBY IRREVOCABLY CONFIRMS UNDER PENALTY OF PERJURY, WITH FULL CORPORATE, PERSONAL AND LEGAL RESPONSIBILITY, THAT ALL CASH FUNDS TO BE TRANSFERRED TO EACH BANK ACCOUNT ARE GOOD, CLEAN, CLEARED FUNDS OF NON-CRIMINAL ORIGIN, ARE FREE AND CLEAR OF ANY LEVY, LIENS AND ENCUMBRANCES AND OF ANY THIRD-PARTY INTEREST.

PARTIES ARE NOT ALLOWED TO CONTACT THE OTHER PARTY'S BANK WITHOUT EXPRESSED WRITTEN PERMISSION. ANY PARTY ATTEMPTING TO DO SO WILL LEAD TO CANCELLING OF ALL RELEVANT AND RELATED AGREEMENTS AND CONTRACTS

WHEREAS, I, GAO YUAN, IN MY CAPACITY AS THE DIRECTOR OF IBAA FUND LIMITED, PASSPORT NO. G26027656, ACTING WITH DUE CORPORATE AUTHORIZATION AND AS THE DIRECT CONTRACTUAL COUNTERPARTY TO AND WITH THE INVESTOR PURSUANT TO THE AGREEMENT, HEREBY CONFIRM OUR READINESS, WILLINGNESS AND ABILITY TO SCREEN AND DOWNLOAD THE CONTRACTUAL FUNDS AND SUCCESSFULLY EXECUTE THE TRANSACTION SUBJECT TO YOUR PROVISION OF THE CORRECT DOWNLOAD CODES.

FURTHER, THE SAID FUNDS COMPRISING ANY OF THE PAYMENTS, IN EACH CASE, SHALL BE PAID IN GOOD, CLEAN, CLEAR AND UNENCUMBERED EURO AND DELIVERED, VIA WIRE TRANSFER, SEPA TRANSFER OR SWIFT MT103 TO THE DESIGNATED BANK ACCOUNT COORDINATES SET FORTH BELOW.

WE HEREBY DECLARE THAT WE ARE FULLY AWARE THAT THE INFORMATION RECEIVED FROM YOU IS IN DIRECT RESPONSE TO OUR TYPE OF OFFERING AND IS INTENDED FOR OUR GENERAL KNOWLEDGE ONLY. WE HEREBY AFFIRM, UNDER PENALTY OF PERJURY, THAT WE HAVE REQUESTED INFORMATION FROM YOU AND YOUR ORGANIZATION BY YOUR CHOICE AND FREE WILL, AND FURTHER THAT YOU HAVE NOT SOLICITED US IN ANY WAY. INTERMEDIARIES ARE NOT ADVISORS OF ANY KIND.

PARTIES TO THIS AGREEMENT ARE INDEPENDENT CONTRACTORS AND ALL CONTEMPLATED PAYMENTS AND/OR DISBURSEMENTS HEREUNDER ARE DIVIDED INTERESTS. NOTHING IN THIS AGREEMENT CONSTRUES OR CREATES A PARTNERSHIP OR EMPLOYER/EMPLOYEE RELATIONSHIP BETWEEN OR AMONG THE PARTIES HERETO. ALL TAXES, FEDERAL, STATE OR OTHER ARE THE INDEPENDENT RESPONSIBILITY OF EACH OF THE PARTIES OR ANY OTHER BENEFICIARY OR BENEFICIARIES HERETO.

THE ABOVE STATED TRANSACTION CODE AND ANY OTHER IDENTIFICATION CODES SHALL REMAIN THE SAME AND SHALL NOT BE CHANGED UNTIL THIS TRANSACTION INCLUDING ANY RENEWALS, EXTENSIONS AND ADDITIONS ARE FULLY COMPLETED AND WE AGREE TO RESPECT THOSE. THE TRANSACTION CODE MAY BE AMENDED ONLY BY AGREEMENT BETWEEN THE PARTIES HERETO.

PARTY B HAS THE RIGHT TO USE MULTIPLE BANKS AND ACCOUNTS TO FACILITATE EXHAUSTION OF PAYMENT FOR THE IP CASH TRANSFERS PURSUANT TO THE AGREEMENT. PARTY B, MAY CHANGE OR ADD TRANSACTION BANKS OR ACCOUNTS BY PROVIDING WRITTEN NOTICE TO THE PARTIES NO LESS THAN FORTY-EIGHT (48) BANKING HOURS PRIOR TO THE USE OF THE NEW TRANSACTION BANK OR ACCOUNT.



PARTY B

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NON-SOLICITATION

THE RECEIVER HEREBY CONFIRMS AND DECLARES THAT THE SENDER, ITS ASSOCIATES OR REPRESENTATIVES OR ANY PERSON OR PERSONS ON ITS BEHALF HAS/HAVE NEVER BEEN SOLICITED BY ANY PARTY, ITS SHAREHOLDERS OR ASSOCIATES OR REPRESENTATIVES IN ANY WAY WHATSOEVER THAT CAN BE CONSTRUED AS A SOLICITATION FOR THIS TRANSACTION OR FOR FUTURE TRANSACTIONS.

ANY DELAY IN OR FAILURE OF PERFORMANCE BY EITHER PARTY OF THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT SHALL CONSTITUTE A BREACH HEREUNDER AND WILL GIVE RISE TO CLAIMS FOR DAMAGES IF, AND TO THE EXTENT THAT SUCH DELAYS OR FAILURES IN PERFORMANCE ARE NOT CAUSED BY EVENTS OR CIRCUMSTANCE BEYOND THE CONTROL OF SUCH PARTY.

THE TERM "BEYOND THE CONTROL OF SUCH PARTY" INCLUDES ACT OF WAR, REBELLION, FIRE, AND FLOOD, EARTHQUAKE OR OTHER NATURAL DISASTERS. ANY OTHER CAUSE NOT WITHIN THE CONTROL OF SUCH PARTY OR WHICH IS BY EXERCISE OF REASONABLE DILIGENCE, THE PARTY WILL BE UNABLE TO FORESEE OR PREVENT OR REMEDY.

BINDING:

THIS IPOA SHALL BE LEGALLY BINDING, INDIVIDUALLY OR COLLECTIVELY, UPON AND ENFORCEABLE AGAINST AGREED TERMS IN ACCORDANCE WITH ITS TERMS AND FOR THE BENEFIT OF THE PARTIES, THE BENEFICIARIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FOR THEIR MUTUAL ADVANTAGE OR GOODWILL. IN THE EVENT OF DEATH OF ANY OF THE PARTIES OR BENEFICIARIES, THE SURVIVING PARTIES AND BENEFICIARIES AGREE THAT THE BENEFICIARIES OF THE DECEASED PARTY SHALL RECEIVE ANY AND ALL PROCEEDS OF THIS "CONSULTING FEE AGREEMENT" THAT WOULD HAVE BEEN EARNED BY THE DECEASED PARTY UNDER THE SAME TERMS AND CONDITIONS AS IF THE PARTY WERE NOT DECEASED.

AMENDMENT OR MODIFICATION OF THE IPOA:

THE TERMS AND PROVISIONS OF THIS IPOA MAY NEITHER BE MODIFIED NOR AMENDED WITHOUT THE UNANIMOUS WRITTEN CONSENT OF EACH AND EVERY ONE OF THE BENEFICIARIES; *PROVIDED, HOWEVER,* THAT ANY GIVEN BENEFICIARY OR GROUP OF BENEFICIARIES REPRESENTING ANY SINGLE PAYMENT ALLOCATION OR BOX ABOVE MAY PROVIDE WRITTEN CONSENT TO **THE PARTY**. IN ORDER CHANGE THE BANK COORDINATES OR THE FIDUCIARY TRUSTEE/PAYMASTER ACCOUNT TO WHICH SUCH BENEFICIARY OR BENEFICIARIES SHALL HAVE THEIR PAYMENTS TRANSFERRED.

REPRESENTATIONS AND WARRANTIES

ORGANIZATION:

PARTY A

IT IS DULY ORGANIZED, VALIDLY EXISTING AND IN GOOD STANDING UNDER THE LAWS OF ITS JURISDICTION OF FORMATION WITH ALL REQUISITE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT, TO PERFORM ITS OBLIGATIONS HEREUNDER AND TO CONDUCT THE BUSINESS OF THE PROGRAM AND THE SUBSIDIARIES. THIS AGREEMENT CONSTITUTES THE LEGAL, VALID AND BINDING OBLIGATION OF SUCH PARTY ENFORCEABLE IN ACCORDANCE WITH ITS TERMS.

CONSENTS AND AUTHORITY:

NO CONSENTS OR APPROVALS ARE REQUIRED FROM ANY GOVERNMENTAL AUTHORITY OR OTHER PERSON FOR IT TO ENTER INTO THIS AGREEMENT. ALL ACTION ON THE PART OF SUCH PARTY NECESSARY FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY BY SUCH PARTY, HAVE BEEN DULY TAKEN.



PARTY B

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NO CONFLICT:

THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY IT AND THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY BY IT DO NOT CONFLICT WITH OR CONTRAVENE THE PROVISIONS OF ITS ORGANIZATIONAL DOCUMENTS OR ANY AGREEMENT OR INSTRUMENT BY WHICH IT OR ITS PROPERTIES OR ASSETS ARE BOUND OR ANY LAW, RULE, REGULATION, ORDER OR DECREE TO WHICH IT OR ITS PROPERTIES OR ASSETS ARE SUBJECT.

RECEIVER:

IT HAS BEEN AFFORDED THE OPPORTUNITY TO SEEK AND RELY UPON THE ADVICE OF ITS OWN ATTORNEY, ACCOUNTANT OR OTHER PROFESSIONAL ADVISOR IN CONNECTION WITH THE EXECUTION OF THIS AGREEMENT. THE PARTIES SHALL DO SO IN RESPECT OF EACH OTHER AND UNDER THIS AGREEMENT WRITTEN CONDITIONS.

MISCELLANEOUS NOTICE(S):

ANY MODIFICATIONS, AMENDMENTS, ADDENDUMS OR FOLLOW ON CONTRACTS WILL BE EXECUTED BY THE TWO AUTHORIZED SIGNATORIES RESPECTIVELY. WHEN SIGNED AND REFERENCED TO THIS AGREEMENT, WHETHER RECEIVED BY MAIL OR FACSIMILE TRANSMISSION AS ALL AND ANY FACSIMILE OR PHOTOCOPIES CERTIFIED AS TRUE COPIES OF THE ORIGINALS BY THE PARTIES HERETO SHALL BE CONSIDERED AS AN ORIGINAL, BOTH LEGALLY BINDING AND ENFORCEABLE FOR THE TERM OF THIS AGREEMENT.

SPECIFIC PERFORMANCE; OTHER RIGHTS:

THE PARTIES RECOGNIZE THAT SEVERAL OF THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE UNIQUE AND, ACCORDINGLY, THE PARTIES SHALL, IN ADDITION TO SUCH OTHER REMEDIES AS MAY BE AVAILABLE TO THEM AT LAW OR IN EQUITY, HAVE THE RIGHT TO ENFORCE THEIR RIGHTS UNDER THIS AGREEMENT BY ACTIONS FOR INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE.

PRIOR AGREEMENTS; CONSTRUCTION; ENTIRE AGREEMENT:

THIS AGREEMENT, INCLUDING THE EXHIBITS AND OTHER DOCUMENTS REFERRED TO HEREIN (WHICH FORM A PART HEREOF), CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BETWEEN THEM AS TO SUCH SUBJECT MATTER AND ALL SUCH PRIOR AGREEMENTS AND UNDERSTANDINGS ARE MERGED HEREIN AND SHALL NOT SURVIVE THE EXECUTION AND DELIVERY HEREOF. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THOSE OF ANY JOINT VENTURES AGREEMENT, THE PROVISIONS OF THE APPLICABLE JOINT VENTURE AGREEMENT SHALL CONTROL. THIS AGREEMENT MAY NOT BE AMENDED, ALTERED OR MODIFIED EXCEPT (I) UPON THE UNANIMOUS BY INSTRUMENT IN WRITING AND SIGNED BY EACH OF SENDER AND RECEIVER.

SEVERABILITY:

IF ANY PROVISION OF THIS AGREEMENT SHALL BE HELD OR DEEMED BY A FINAL ORDER OF A COMPETENT AUTHORITY TO BE INVALID, INOPERATIVE OR UNENFORCEABLE, SUCH CIRCUMSTANCE SHALL NOT HAVE THE EFFECT OF RENDERING ANY OTHER PROVISION OR PROVISIONS HEREIN CONTAINED INVALID, INOPERATIVE OR UNENFORCEABLE, BUT THIS AGREEMENT SHALL BE CONSTRUED AS IF SUCH INVALID, INOPERATIVE OR UNENFORCEABLE PROVISION HAD NEVER BEEN CONTAINED HEREIN SO AS TO GIVE FULL FORCE AND EFFECT TO THE REMAINING SUCH TERMS AND PROVISIONS.

COUNTERPARTS:

PARTY A

THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, ALL OF WHICH SHALL BE CONSIDERED ONE AND THE SAME AGREEMENT AND SHALL BECOME

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EFFECTIVE WHEN ONE OR MORE SUCH COUNTERPARTS HAVE BEEN SIGNED BY EACH OF THE PARTIES AND DELIVERED TO EACH OF THE PARTIES. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UK. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

ARBITRATION:

ALL DISPUTES AND QUESTIONS WHATSOEVER WHICH ARISES BETWEEN THE PARTIES TO THIS AGREEMENT AND TOUCHING ON THIS AGREEMENT ON THE CONSTRUCTION OR APPLICATION THEREOF OR ANY ACCOUNT COST, LIABILITY TO BE MADE HEREUNDER OR AS TO ANY ACT OR WAY RELATING TO THIS AGREEMENT SHALL BE SETTLED BY THE ARBITRATION IN ACCORDANCE WITH THE ARBITRATION LAWS OF THE ICC. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND UNDERSTANDING CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES AND REPLACES ALL PRIOR NEGOTIATIONS AND PROPOSED AGREEMENTS, WRITTEN OR ORAL. NEITHER OF THE PARTIES MAY ALTER, AMEND, NOR MODIFY THIS AGREEMENT, EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH PARTIES. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF UNITED KINGDOM. IN THE EVENT THAT EITHER PARTY SHALL BE REQUIRED TO BRING ANY LEGAL ACTIONS AGAINST THE OTHER IN ORDER TO ENFORCE ANY OF THE TERMS OF THIS AGREEMENT THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLY ATTORNEY FEES AND COSTS.

EVERY ATTEMPT SHALL BE MADE TO RESOLVE DISPUTES ARISING FROM UNINTENDED OR INADVERTENT VIOLATION OF THIS CONTRACTUAL AGREEMENT AS FAR AS POSSIBLE AMICABLY. IN THE EVENT THAT ADJUDICATION IS REQUIRED LOCAL LEGAL PROCESS SHALL BE PRECEDED WITH ACCORDING TO THE PRINCIPAL OF THE ICC AS ABOVE INDICATED. WHERE JUDICIAL RESOLUTION IS NOT THEREBY ACHIEVED, THIS MATTER SHALL BE SETTLED BY THE ICC ITSELF AND THE DECISION OF WHICH THE PARTIES SHALL CONSIDER TO BE FINAL AND BINDING. NO STATE COURT OF ANY NATION SHALL HAVE SUBJECT MATTER JURISDICTION OVER MATTERS ARISING UNDER THIS AGREEMENT.

NO RIGHTS OF THIRD PARTIES:

- THIS AGREEMENT IS MADE SOLELY AND SPECIFICALLY BETWEEN AND FOR THE BENEFIT OF I. THE PARTIES HERETO AND THEIR RESPECTIVE MEMBERS, SUCCESSORS AND ASSIGNS SUBJECT TO THE EXPRESS PROVISIONS HEREOF RELATING TO SUCCESSORS AND ASSIGNS, AND
- NO OTHER PERSON WHATSOEVER SHALL HAVE ANY RIGHTS, INTEREST, OR CLAIMS HERE-II. UNDER OR BE ENTITLED TO ANY BENEFITS UNDER OR ON ACCOUNT OF THIS AGREEMENT AS A THIRD-PARTY BENEFICIARY OR OTHERWISE.

SURVIVAL:

THE COVENANTS CONTAINED IN THIS AGREEMENT WHICH, BY THEIR TERMS, REQUIRE PERFORMANCE AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT SHALL BE ENFORCEABLE NOTWITHSTANDING THE EXPIRATION OR OTHER TERMINATION OF THIS AGREEMENT.

CURRENCY:

ANY EXCHANGE OF FUNDS BETWEEN THE SENDER AND THE RECEIVER SHALL BE MADE IN THE SAME CURRENCY IN WHICH THE SENDER TRANSFERRED THE INVESTMENT FUND. IN ADDITION, ALL CALCULATIONS PURSUANT TO THIS AGREEMENT AND ANY JOINT VENTURE AGREEMENT SHALL BE BASED ON ICC REGULATIONS.

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TRANCHE SCHEDULE



PARTY B

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DATE	CURRENCY VALUE	AMOUNT
SEPTEMBER 27, 2021	EURO	20,100,534,715.28
	IRR	989,006,609,595,895

ELECTRONIC TRANSMISSIONS:

EACH PARTY IS TO SIGN AND INITIAL THIS AGREEMENT AND SEND COPIES TO THE OTHER PARTY VIA ELECTRONIC MAIL AND SHALL BE CONSIDERED THE SAME AS AN ORIGINAL. WHEN EACH PARTY HAS COMPLETED COPIES OF THIS ELECTRONIC MAIL FROM THE OTHER PARTY, THE AGREEMENT IS CONSIDERED TO BE FINALIZED BY THE PARTIES. THE PARTIES CONSENT AND AGREE TO BE BOUND CONTRACTUALLY BY ELECTRONIC COMMUNICATIONS RELATIVE TO THE MATTERS ADDRESSED IN THIS AGREEMENT. BY EXECUTING THIS AGREEMENT BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE THE HARDWARE AND SOFTWARE REQUIRED TO RECEIVE AND TRANSMIT COMMUNICATIONS (EMAILS AND EMAIL ATTACHMENTS) ELECTRONICALLY TO EACH OTHER, IN GENERAL ACCEPTABLE BUSINESS FORMATS. BOTH PARTIES SPECIFICALLY AGREE TO DO BUSINESS WITH EACH OTHER ELECTRONICALLY.





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IN WITNESS OF THE FOREGOING, BOTH PARTIES HAVE DULY EXECUTED THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED SIGNATORIES UNDER SEAL AS OF THIS CONTRACT. THIS AGREEMENT SHALL BE EFFECTIVE COMMENCING UPON EXECUTION OF SAME HEREIN AND SHALL BE ENFORCED IMMEDIATELY WITH EFFECT FROM THE DATE.

FOR AND BEHALF OF THE PARTY A / INVESTOR	FOR AND BEHALF OF THE PARTY B / PARTNER
I, MR. SINGH PALLAVI HEREBY SWEAR UNDER INTERNATIONAL LAWS OF PERJURY AND FRAUD THAT INFORMATION PROVIDED BY ME HEREIN IS ACCURATE AND TRUE AND THAT I HAVE READ AND UNDERSTOOD THE FULLAGREEMENT. SIGNED AND SEALED ON THE DATE INDICATED BELOW BY THE REPRESENTITIVE	I, MR. MAJID RAFIEE FOROUSHANI HEREBY SWEAR UNDER INTERNATIONAL LAWS OF PERJURY AND FRAUD THAT INFORMATION PROVIDED BY ME HEREIN IS ACCURATE AND TRUE AND THAT I HAVE READ AND UNDERSTOOD THE FULLAGREEMENT. SIGNED AND SEALED ON THE DATE INDICATED BELOW BY THE
REPRESENTED BY: MR.GAO YUAN	REPRESENTED BY: MAJID RAFIEE FOROUSHANI
PASSPORT NUMBER: G26027656	PASSPORT NUMBER: R51992179
DATE OF ISSUE: 27-11-2017	DATE OF ISSUE: 15-12-2019
DATE OF EXPIRY: 27-11-2027	DATE OF EXPIRY: 14-12-2024
COUNTRY OF ISSUE: CHINA	COUNTRY OF ISSUE: ISLAMIC REPUBLIC OF IRAN

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

EDT'S SHALL BE DEEMED VALID AND ENFORCEABLE IN RESPECT OF ANY PROVISIONS OF THIS CONTRACT. AS APPLICABLE, THIS AGREEMENT SHALL:

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).

EDT DOCUMENTS SHALL BE SUBJECT TO EUROPEAN COMMUNITY DIRECTIVE NO. 95/46/EEC, AS APPLICABLE. EITHER PARTY MAY REQUEST 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 INSTRUME.





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INVESTOR PASSPORT COPY

PASSPORT COPY



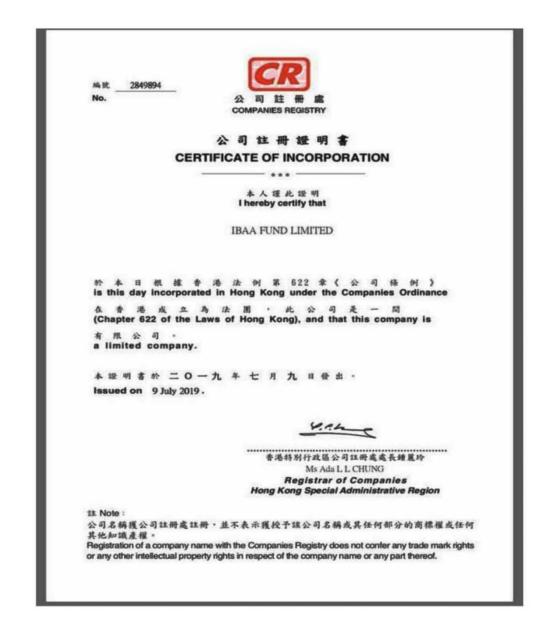




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INVESTOR CORPORATE INCORPORATION







AGREEMENT NO: IBB/SS/09272021-SN097

DATE: SEPTEMBER 27, 2021

CIS



IBAA FUND LIMITED

CLIENT INFORMATION SHEET

	CLIENT INFORMATION SHEET						
1	COMPANY NAME	IBAA FUND LIMITED					
2	REGSITRATION NO	2849894					
3	ADDRESS	UNIT B,12/F HANG SENG CAUSEWAY BAY BIULDING, 28YEE WO STREET CAUSEWAY BAY,HONG KONG					
4	REPRESENTED BY	MR. GAO YUAN					
5	PASSPORT NO	G26027656					
6	ISSUING DATE	27-11-2017					
7	EXPIRYDATE	26-11-2027					
8	PLACE OF ISSUE	CHINA					
9	BANK NAME	DEUTSCHE BANK AG					
10	BANK ADDRESS	TUANUSANLGAE 12, 60325 FRANKFURT AM MAIN					
		GERMANY					
11	SWIFT CODE	DEUTDEFF					
12	BIZ	500-70010					
13	BANK ACCOUNT NO.	09512-26010					
14	IBAN NUMBER	DE60-500-70010-09512-26010					
15	BANK OFFICER NAME	MR. CHRISTIAN SEWING					
16	BANK OFFICER NO.	0049-69-910-00 /0049-69-910-34-225					
18	BENEFCIARYBANK	CHINA MERCHANT BANK, HONG KONG					
19	BENEFCIARY BANK	21F, BANK OF AMERICA TOWER, 12 HARCOURT ROA					
	ADDRESS	,CENTRAL . HONG KONG					
20	SWIFTCODE	СМВСНКНН					
21	BANK ACCOUNT NAME	GAO YUAN C/O IBAA FUND LIMITED					
22	BANK ACCOUNT NO.	6212-9986-03016656					
23	WEBISTE	WWW.CMBCHINA.COM					
24	ACCOUNT SIGNATORY	MR. GAO YUAN					
25	TRANSFER CODE	DEUT-HEBA37890672					
26	LINK	HTTP:/WWW.CBS.DB.COM/NEW/FX4CASH/CURRENC D E/EN/LOGIN.PHP					
27	FAX ACCOUNT NAME	FX4 CASH OR CHINA MERCHANTS BANK, HONG KO					
28	FX4 CODE	DEUTDEFXX					
29	TRANSACTION SERVER ID	SSET/HKKDFG-5B-040318					
30	TRANSACTION SERVER IP	BLU/HKKDFG/FX4-MT103/DB-18					
31	REFERNCE NUMBER	SCF-664M3BRT667					
32	IMAD	СМВСНКНН					
33	GLOBAL SERVER ID	AS8373					
34	GLOBAL SERVER IP	193.150.166.0/24/193.150.166.0					
35	GLOBAL ID (ORGINAL)	AS8373					
36	GLOBAL SERVER IP	193.150.166.0/24/193.150.166.0					
37	SORT CODE	678691681					
38	UTR	DEUT997856743216					
39	IDENTITY CODE	27CDBFRDE17					
40	LOGON SEVER	DEUBA					
41	FARM NAME	FARM42 OR 107					
42	USER NAME	CHINA MERCHANTS BANK HONG CONG					
43	CURRENCY	EURO					
44	DTC NUMBER	0573					
45	CONTACT	steve.nash@gmx.com					
	001.1101						

UNIT B,12/F HANG SENG CAUSEWAY BAY BIULDING, 28YEE WO STREET CAUSEWAY BAY,HONG KONG



AGREEMENT NO: IBB/SS/09272021-SN097

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PARTY B PASSPORT COPY







AGREEMENT NO: IBB/SS/09272021-SN097

DATE: SEPTEMBER 27, 2021

AUTHENTICATE SCREENSHOTS

```
001.>> Sender Account Number: DE60500700100951226010
    002.>> Sender SWIFT or BIC : DDEUTDEFF
   005.>> Sender Client Number : 000000340SRT-RN-780-37862BEH09RLN102000
006.>> Sender Global Server ID : AS8373
007.>> Sender Bank WTS Server : S0200235
008.>> Sender DB IDENTITY CODE : 12C DB NE DE 17BEH
    012.>> Sender Clearing Code : DEUT-HEBA049004004
013.>> Sender Client Bank : DEUTSCHE BANK AG
    2.>> receiver Server IP: 176.56.156.136
3.>> receiver IBAN: IR870120010000008861943300
    5.>> receiver MO person: Mahdi Moazen
6.>> receiver inetnum: 176.56.156.0 - 176.56.156.255
7.>> receiver netname: IR-SITS-CO-20110530
8.>> receiver country: IR
9.>> receiver admin-c: RG12184-RIPE
    11.>> receiver status : SUB-ALLOCATED PA
    12.>> receiver mnt-by : ir-rg-sits-co-mnt
             DNS Host Lookup
0002) INTERBANK BLOCKING CODE : 390489DU032903
0003)RELEASE CODE : 903890280-021DEUT903890
0004)ACCESS CODE : DEUT-9028781
0005)TRANSACTION CODE : BKMTIRTH088/25.7D/DE/09272021
0006) SETTLEMENT TRANSACTION CODE : 0290389H010121002 0007) FINAL BLOCKING CODE : 020110201K54DE3904
```





AGREEMENT NO: IBB/SS/09272021-SN097

DATE: SEPTEMBER 27, 2021

19:13:23 Monday September 27, 2021 in GMT Account Number: DE60500700100951226010 SWIFT or BIC : DDEUTDEFF : 193.159.166.0/24/193.150.166.0.243 Network Delivery Status: Global Ack Client Number : 000000340SRT-RN-780-37862BEH09RLN102000 Global Server Bank WTS Server DB IDENTITY CODE Client Sender Account Name : IBAA FUND LIMITED IP/IP Code: SH00039884474DB : DEUT-HEBA049004004 Client Bank : DEUTSCHE BANK AG Client Swift Code : DDEUTDEFF Client Common Transfer Code: 950A:R:G4898DVY21 Server ID: 73325.domain-Nrsn admin-c: RG12184-RIPE r tech-c: MM39567-RIPE status : SUB-ALLOCATED PA IBAN: IR870120010000008861943300 MO person : Mahdi Moazen Value of Transmission : 20,100,534,715.28 ______





whois.corporatedomains.com Registrar URL: http://www.cscglobal.com/global/web/csc/digital-brandservices.html Name Server: NS17.DB.COM DNSSEC: unsigned This is the IRNIC Whois server v1.6.2. Available on web at http://whois.nic.ir/ Find the terms and conditions of use on http://www.nic.ir/ This server uses UTF-8 as the encoding for requests and responses

AGREEMENT NO: IBB/SS/09272021-SN097

DATE: SEPTEMBER 27, 2021

19:13:23 Monday September 27, 2021 in GMT Account Number: DE60500700100951226010 1) SWIFT or BIC 2) : DDEUTDEFF : 193.159.166.0/24/193.150.166.0.243 3) Sender Global IP Network Delivery Status: Global Ack 4) 5) Client Number : 000000340SRT-RN-780-37862BEH09RLN102000 Global Server ID : AS8373 6) 7) Bank WTS Server : S0200235 DB IDENTITY CODE : 12C DB NE DE 17BEH 8) 9) Client Sender Account Name : IBAA FUND LIMITED IP/IP Code: SH00039884474DB 10) 11) Account Signatory Name : MR. GAO YUAN 13) Client Bank : DEUTSCHE BANK AG Client Swift Code : DDEUTDEFF 14) Client Common Account Number 15) : 947022366 Transfer Code: 950A:R:G4898DVY21 16) 17) SERVER ID: 73325.DOMAIN-NRSN SERVER IP: 176.56.156.136 18) 19) IBAN: IR870120010000008861943300 20) BENEFICIARY : RAFIEE FOROUSHANI . MAJID 21) MO PERSON : MAHDI MOAZEN INETNUM: 176.56.156.0 - 176.56.156.255 22) 23) NETNAME: IR-SITS-CO-20110530 24) COUNTRY: IR ADMIN-C: RG12184-RIPE 25) 26) TECH-C: MM39567-RIPE 27) STATUS : SUB-ALLOCATED PA 28) MNT-BY : IR-RG-SITS-CO-MNT 29) SOURCE : RIPE 30) Value of Transmission: 20,100,534,715.28 31) ORG: Org-6icp2 32) N server: NST.mellat.ir 33) E RATE :2.12993 E-05 END OF CODE : 0001) IDENTITY CODE/FINAL CODE : 36A DEUT DE 23 0002) INTERBANK BLOCKING CODE : 390489DU032903 0003) RELEASE CODE : 903890280-021DEUT903890 0004) ACCESS CODE : DEUT-9028781 0005) TRANSACTION CODE: BKMTIRTH088/25.7D/DE/09272021 0006) SETTLEMENT TRANSACTION CODE : 0290389H010121002 0007) FINAL BLOCKING CODE : 020110201K54DE3904 0008) FINAL CODE : CG03nb6H982030fh





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Euroclear Bank securities search - Euroclear

https://my.euroclear.com/apps/en/bank-securities-search.html#lim...





When search results appear, click on the column header to sort the information.

1-1 of 1

Name	Fin. Inst. Short Name (FISN)	ISIN	CFI code (*)	Rate	Nominal currency
DEUTSCHE WOHNEN SE 1.25000 31/07/31	DEUTSCHE WOHNEN/1.25EUR NT 20310731	XS2111948803	DBFUFB	1.25	EUR

1 - 1 of 1

(*) For non-XS securities: please check with the responsible National Numbering Agency (www.anna-web.org) or the ANNA Service Bureau (www.annaservice.com).





AGREEMENT NO: IBB/SS/09272021-SN097

DATE: SEPTEMBER 27, 2021

19:13:23 Monday September 27, 2021 in GMT

FACE VALUE: 989,006,609,595,895.00(IR RIALS)

Value of Transmission :20,100,534,715.28(EUROS)

Trans/exchange routs: 217.218.64.0/19As73325
Receiver IBAN: IR870120010000008861943300
Beneficiary: RAFIEE FOROUSHANI.MAJID

omain: bankmellat.ir ascii: bankmellat.ir

remarks: (Domain Holder) Bank Mellat

holder-c: ba87-irnic admin-c: ba87-irnic tech-c: ba87-irnic

nserver: dns.bankmellat.ir
nserver: bdns.bankmellat.ir
nserver: dns.bankmellat.ir
nserver: bdns.bankmellat.ir
source: IRNIC # Filtered

nic-hdl: ba87-irnic
org: Bank Mellat

source: IRNIC # Filtered person: Mahdi Moazen nic-hdl: MM39567-RIPE mnt-by: MNT-IRITCO domain: bankmellat.ir ascii: bankmellat.ir holder-c: ba87-irnic admin-c: ba87-irnic tech-c: ba87-irnic

last-updated: 2020-05-18 expire-date: 2025-07-04 source: IRNIC # Filtered nic-hdl: ba87-irnic

org: Bank Mellat

remarks: (Domain Holder) Bank Mellat

SENDER REP.
MEHDI NARIMANI ZAMANABADI

PARTY A

PAGE 19 OF 19

END OF DOCUMENT



PARTY B