

On June 09th, 2025, an agreement was reached between: **1- BIN AWEIDHA HOLDING - sole Proprietorship L.L.C**, commercial license No. CN-2741666, represented by signature: Mr. Zayed Rashid bin c / mailing address: Abu Dhabi -- UAE. (First Party). **2- TEXAS HOLDING EMPRESARIAL LTDA.**, Brazilian company, commercial license 60.371.672/0001-35, represented by signature: Rinaldo Rolandi Rodrigues, brazilian citizen, passport nbr. BG775035 valid until Jlh 26th, 2030 (Second Party)

Preamble

As the Second Party maintains a current account with First Abu Dhabi Bank PJSC. Further to this banking relationship, the Second Party shall arrange for an SBLC (Standby Letter of Credit), of which it is the beneficiary, to be issued or processed through BARCLAYS Bank PLC (SWIFT Code: BARCGB22XXX) in the amount of Five Hundred Million Euros (€500,000,000.00), with a maturity of one year and one day from the date of issue. The Second Party shall then make this SBLC available to the First Party. The First Party will subsequently utilize this SBLC by presenting it to First Abu Dhabi Bank PJSC, a bank operating in the United Arab Emirates, for the purpose of monetization. The issuing and receiving bank coordinates are provided below:

a. ISSUING BANK COORDINATES FOR SENDING THE SBLC BY SWIFT MT799 AND THEN MT760.

BANK NAME:	BARCLAYS BANK PLC
BANK ADDRESS:	1 CHURCHILL PLACE, LONDON
SWIFT CODE:	BARCGB22XXX
ACCOUNT NO:	GB90BARC20199084300499
ACCOUNT NAME:	CENTURION QUANT LTD
OFFICER 1:	VENKATAKRISHNAN PIN 525625
OFFICER 2:	TAALIB SHAH PIN BX02208

b. RECEIVING BANK COORDINATES FOR RECEIVING THE SBLC BY SWIFT MT799 AND THEN MT760.

Coordinates for sending the first financial asset

COMPANY NAME:	BIN AWEIDHA HOLDING -- Sole Proprietorships LLC
BANK NAME:	First Abu Dhabi Bank PJSC
BANK ADDRESS:	Abu Dhabi -- United Arab Emirates
SWIFT CODE:	NBADAEAA

COMPANY NAME:	BIN AWEIDHA HOLDING -- Sole Proprietorships LLC
ACCOUNT NAME:	Mr. Zayed Rashid Bin Aweidha
ACCOUNT NUMBER (USD):	1031005923036001
SORT CODE	
IBAN	

Hence, the First Party assists in borrowing by guaranteeing the monetization of the SBLC in benefit, and in the account of the Second Party. The Second Party shall retain any rights or obligations arising from the monetization process within the Emirates. In exchange for this, the First Party is entitled to 50% (fifty per cent) of the face value of the aforementioned SBLC, and is responsible to deposit in the current account of the Second Party opened at First Abu Dhabi Bank PJSC for their benefit the remaining amount of 50% (fifty per cent) within two (02) banking days after the First Abu Dhabi Bank PJSC confirms to the First Party the successful receipt and authentication of the SBLC via SWIFT MT760 from Barclays Bank PLC. These funds shall be immediately available for international transfers to any destination worldwide, and since, these procedures were met with positivity and acceptance, the two parties therefore agreed to the following:

Clause (1)

The above preamble is considered an integral part of this agreement. It should be read and interpreted with it, and all terms and conditions apply to it.

Clause (2): Issuance and Monetization of SBLC

2-1 It is agreed that the Second Party shall provide an SBLC, as described in the Preamble, which will be processed through or issued by BARCLAYS BANK PLC, in order to facilitate borrowing entirely for their own benefit, and undertakes full responsibility for ensuring the validity and delivery of such SBLC according to the terms herein.

2-2 The First Party shall be entitled to fifty percent (50%) of the face value of the SBLC (letter of guarantee) as consideration for its assistance in the borrowing process, which is facilitated with a bank operating in the United Arab Emirates. The First Party has the right to deduct its 50% share directly and immediately from the financing proceeds upon their receipt. Furthermore, the First Party shall have the right to transfer its aforementioned 50% share to any bank account of its choosing, in any jurisdiction worldwide, via SWIFT message

2-3 The First Party undertakes to deposit an amount equivalent to the remaining amount after deducting 50% of the value of the SBLC in the current account of the Second Party

with First Abu Dhabi Bank PJSC within two (02) banking days from the confirmation of SBLC receipt and authentication. These funds shall be immediately available for transfer to any part of the world as required by the Second Party.

2-4 The Second Party authorizes the First Party irrevocably to deposit the remaining amount in its current account with First Abu Dhabi Bank PJSC, with full liquidity and transfer capabilities worldwide.

2-5 The second party shall be responsible for the remaining amount deposited in its current account with First Abu Dhabi Bank PJSC, and shall irrevocably declare that the first party is not responsible for that amount. The Second Party shall have full discretion over the use and transfer of these funds.

Clause (3): Assignment

3-1 Neither party may assign any of its rights or any of its obligations which it acquires or assumes under this agreement or transfer this right or that obligation to any person unless such assignment or transfer is with the prior written consent of the other party.

Clause (4): Other conditions

4-1 If any of the terms or provisions of this agreement are or become at any time legally invalid or legally unenforceable under the laws in force in the country, this does not nullify the legality of the remaining terms or provisions of the agreement, nor does it nullify its validity or enforceability. This will also in no way affect the validity of those terms and conditions which are no longer legal or valid under the laws of the country.

4-2 The Second Party acknowledges that all documents and information provided by it are legally valid, and that the sources of funds it deals with through the First Party are all legitimate.

4-3 The two parties must maintain the confidentiality of all information related to this agreement or any of the transactions that take place between them or any information that comes to the knowledge of any of them or any of its affiliates or employees and not disclose it to any third party. Revealing it is considered a violation of the agreement. It must be terminated while preserving the right of the other party to obtain compensation for the damages suffered as a result of this breach. This condition applies even after the expiration or termination of this agreement for any reason and for a period of not less than 6 months.

4-4 The addresses shown at the beginning of this agreement are the chosen place for both parties to which correspondence, notifications and other communications related to this are sent. All of them must be written in the Arabic and in English language and

addressed to the address indicated in front of each of them at the beginning of the agreement, or directed to any contact point that any of the parties may notify the other party in writing from time to time in accordance with this article, and each party undertakes to notify the other party of any Amendment or change in his correspondence addresses immediately upon the occurrence of such change or amendment. He shall bear the damages resulting from failure to provide such notification

4-5 This agreement is considered binding on both parties and produces all its legal effects before them once it is signed. Either one of them is authorized to use it and it is considered conclusive material evidence in proving what is stated in it.

Clause (5): Interpretation and dispute resolution mechanism.

This agreement and the rights and obligations of its parties shall be interpreted in accordance with the laws and regulations in force in the United Arab Emirates. Dubai courts shall have jurisdiction to adjudicate any dispute arising from this agreement or in connection with its existence, validity or termination. The applicable law shall be the law of the United Arab Emirates.

Clause (6): Copies

This agreement was drawn up in two original copies in the Arabic and English language, and each party received a copy thereof to act in accordance with it. The two parties signed the agreement, and it became effective and fully binding on them.

The First Party: BIN AWEIDHA HOLDING -- sole Proprietorship L.L.C

The Signatory: **Mr. Zayed Rashid Bin Aweidah.**

signature: _____

Second Party: TEXAS HOLDING EMPRESARIAL LTDA

The Signatory: **Rinaldo Rolandi Rodrigues**

signature: _____