Fees Agreement

This Agreement is made on this day \_/\_\_/\_\_/1424H corresponding to \_\_/\_\_/2003 in the city of \_\_\_\_\_\_\_, by and between:

FIRST PARTY:

\_\_\_\_\_\_\_ Sugar Industry & Trade Inc., a ٍ\_\_\_\_\_\_\_ company registered in the city of \_\_\_\_\_\_\_, whose address is\_\_\_\_\_\_\_\_\_\_represented for the signing of this Agreement by Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, owner and director general of the company and the Guarantor thereof.

SECOND PARTY:

\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_ national as per identity Card No. \_\_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_A.H., \_\_\_\_\_ Register, whose address is \_\_\_\_\_, \_\_\_\_ District

Preamble

Whereas the first Party wishes to obtain a facility to finance the construction of a project owned by it, namely, a sugar factory in \_\_\_\_ for a sum of about ($\_\_\_\_\_\_) \_\_\_\_ U.S. Dollars, to be repaid to the financing party over a period of five years.

Whereas the Second Party has special contacts with the \_\_\_ Company \_\_\_\_\_\_(lender), and has exerted intensive efforts between the latter \_\_\_\_\_\_\_ enterprise and the First Party, and played an important role within particular arrangements aimed at convincing the lender to accept to finance this project of the First Party and to grant it the required loan mentioned above.

Therefore, with the help and guidance of Allah, the two parties being of full legal capacity as required by (Islamic) Shari’ah and with proper mutual offer and acceptance have agreed as follows:

First:

The above Preamble shall be considered an integral part of this agreement.

Second:

The First Party agreed to pay to the Second Party a commission of \_\_\_% (\_\_ percent) during each of the five years of the total sum of said finance, in US Dollars, such that the total sum due to the Second Party shall be US$ \_\_\_\_ (US Dollars \_) to be repaid in five annual installments, each year the sum of US$ \_\_\_\_ (US Dollars \_) and the First Party undertook to pay a sum equivalent to this percentage immediately and within a period not exceeding ten days from the date on which the First Party receives each installment of said loan. The commission will be paid by direct transfer to the Second Party’s account with the \_\_\_ Bank, \_\_\_\_ Street, A/C No. \_\_\_. The First Party also undertook that such percentage will be paid to the Second Party from any sums paid by the lender to the First Party for any other prospective projects that may be required, whether the lending to the First Party be direct or indirectly.

Third:

The signature by Mr. \_\_\_ of this agreement in addition to his capacity as Director General of \_\_ Sugar Industry & Trade Inc., (he) shall also be deemed as personal guarantor for the implementation of this agreement and he shall personally honor all the obligations of the First Party towards the Second Party in respect of the clauses of this agreement.

Fourth:

The First Party declares that the Second Party shall not be accountable for any faults, violations or any other legal breaches within or outside \_\_\_\_ which may result or may have resulted from the entering into finance contract by and between the First Party and the lender and that the role of the Second Party is only confined to the efforts and mediation aimed at the First Party’s obtaining the finance from the lender, without the Second Party being a party therein, so that the Second Party’s role shall completely end by the consummation of the finance contract and he shall then be entitled to the sum of the commission specified in clause two of this Agreement.

Fifth:

This Agreement shall be governed by the laws applicable in the \_\_\_\_.

Sixth:

This Agreement has been drawnup in two original counterparts signed by the First and Second Parties and the (two) witnesses mentioned below.

Doha on: / / 1424 A.H. Corresponding to \_\_/\_\_/2003

FIRST PARTY:

\_\_\_\_\_ SUGAR INDUSTRY & TRADE

SECOND PARTY:

Represented and guaranteed by

Name:\_\_\_\_

Signature:\_\_\_

(Witness):

(Name):

(Signature):