

TO:

Mr.
CEO | Director | Sole Shareholder

Respected Sirs.

The SELLER is [Mr. VICTOR ANTONIO CARVAJAL ROJAS](#), Engineer and **Chief Executive Officer** of [VCR CONSTRUCCIONES Y COMERCIO S.L. \(VCR SPAIN\)](#) a Company of the [VCR GROUP](#). Additionally, Mr.

, Acting as Business Representatives with based in Brazil.

Ref. FULL CORPORATE OFFER (FCO)

Ref. Transaction Code: **VCR LTDA – END BUYER – AU 17 06 2026**

Gold Bars Africa – Mali- Uganda – Ghana

We, as a company, confirm that [VCR CONSTRUCCIONES Y COMERCIO S.L. \(VCR SPAIN\)](#), we issue this document **FULL CORPORATE OFFER (FCO)** for the sale of gold bars and other minerals, confirms on your behalf and with full responsibility and penalty of perjury, that are have the authority and legal right to sell gold doré (Au) of non-criminal origin in accordance with the terms and conditions detailed below:

TERMS AND CONDITIONS:

Product Description:

- a. **Commodity:** (Au) Gold Bars
- b. **Form:** Ingots/Bars of more than 1 Kg until 5 Kgs, each
- c. **Purity:** It leaves Africa with a purity less than **96,00%+** and we deliver in the refinery indicated by the Buyer.

NOTE: it's very important that the refinery indicated by Buyer must be credentied and [LBMA-accredited refinery](#).

- d. **Quality:** 22 until 23 Karat Plus
- e. **Trial Order Optional of 200 Kilos**, subject to the prior issuance of a bank guarantee in the form of a **RMA Irrevocable SBLC transferable, unconditional via Swift Mt 760, confirmed under ISP98 ICC Publication 590** covering the value of **200 kilograms** with **CIF price** (Refineries in Dubai-UAE) set at **LBMA – [12% Gross 9% Net for Buyer]**, with **1.5% Seller Side & 1,5% Buyer Side** (payment by the Seller).

1. QUANTITY:

Annual Contract: 500 kilograms of gold metal each month and increasing if required by the buyer. Contract for 12 Months with R+E, **Incoterms CIF - Emirates Gold, or Al Etihad Gold, or SAM Precious Metals.**

Destination:

Emirates Gold	www.emiratesgold.ae	Jumeirah Lakes Towers, Dubái	LBMA, Dubai Good Delivery
Al Etihad Gold	www.aletihadgold.com	Jumeirah Lakes Towers, Dubái	LBMA, DMCC
SAM Precious Metals.	www.sampreciousmetals.com	Dubai Production City	LBMA, DMCC

or **ASWA (Any Safe World Airport in USA).**

Fastest Air Route: [BKO Airport of Bamaco](#) → [DBX Airport of Dubai UAE](#) → [LBMA-accredited refinery](#) or [DMCC, MoE-UAE, DPMS-UAE, AML/CFT, DGD-UAE](#), (THE BUYER IS RESPONSIBLE FOR TRANSPORTING THE GOODS FROM DBX AIRPORT TO THE REFINERIES IN DUBAI AND FOR REFINING THE BARS THEREAFTER.)

1.1. Annual Contract: 500 kilograms or more of Doré Gold Bars, subject to the prior issuance of a bank guarantee in the form of a **RMA Irrevocable SBLC Transferable via Mt 760, confirmed under ISP98 ICC publication 590**, covering the value of **500 kilograms, CIF** price (for refining the bars at Emirates Gold, or Al Etihad Gold, or SAM Precious Metals.) set at **LBMA – [12% Gross 9% Net for Buyer]**, with 1.5% Seller Side & 1,5% Buyer Side (payment by the Seller). Payable to **SELLER'S ARRANGER ACCOUNT**, Settlement shall be effected to the Seller's Arranger Account with Banco [Maybank Islamic Berhad](#). Once the gold bars are refined to 99.95–99.99% purity, the Buyer's Bank will release funds via MT103/TT within forty-eight (48) hours, upon presentation of [LBMA-accredited refinery](#) results.

2. PRICE CIF (for refining the bars Emirates Gold, or Al Etihad Gold, or SAM Precious Metals in Dubai-UAE) set at **LBMA – [12% Gross 9% Net for Buyer]**, with 1.5% Seller Side & 1,5% Buyer Side (payment by the Seller).

The LBMA gold price of the second round will be set at 15:00 London time and in US dollars per kilogram.

3. QUANTITY FIRST TRANCHES:

The first Shipment started (Annual Contract) with **(500) Five hundred kgrs or more** within 45 days maximum of having received the bank guarantee (Irrevocable **SBLC** unconditional via Mt 760, Revolving, confirmed & transferable ISP98 ICC Publication 590), in the **SELLER'S ARRANGER ACCOUNT**, a 2nd to the 11th delivery it will be **500 kg per month or more**, with a total of **6 tons of gold bars or more**. (see conditions for Swift Mt 760).

4. METHOD OF PAYMENT:

For the **Annual Contract**, Please review Step **6** of the **Procedure** detailed below.

5. ORIGIN:

ÁFRICA, Bamaco- Mali, or **Kampala-Uganda** or **Accra-Ghana** or other on condition that the origin and product is accepted by any refinery.

6. TRANSACTION:

The Seller agrees to deliver the Gold under Incoterms **CIF**, as per the **FCO** signed with the Buyer, to [LBMA-accredited refineries](#) in the UAE (for refining the bars Emirates Gold, or Al Etihad Gold, or SAM Precious Metals in Dubai-UAE), preferably.

7. DOCUMENTS:

➤ **The Seller will provide the following documents:**

- a. Three original commercial invoices in favor of the buyer.
- b. Certificate of Origin
- c. Certificate of ownership
- d. Weight Certificate
- e. Certificate of customs clearance and certificate confirming the legal export.
- f. USD/EUR 1 movement certificate
- g. Export License
- h. Airway ticket

- i. The declaration that the gold is of non-criminal origin, free of encumbrances and free of encumbrances, is transferable and exportable.

8. PROCEDURE:

1. The Seller issues a complete **Full Corporate offer (FCO)**
2. The Buyer issues an Irrevocable Purchase Order (ICPO); This ICPO must come with the passport of the CEO, Certificate of Incorporation of the purchasing company, and inform which of the **SBLC** guarantee will be issued.
3. After a mutual agreement between the Buyer and Seller and upon the signing of the complete Full Corporate Offer (FCO), The Seller issues a non-disclosure and non-circumvention agreement (NCNDA / IMPFA – **Transaction Code: VCR LTDA – END BUYER – AU 17 06 2026**) and a draft Purchase and Sale Agreement (SPA), based on this Full Corporate Offer (FCO).
4. After a mutual agreement between the Buyer and Seller, the Buyer and the Seller sign and seal the SPA thus finalizing the purchase and sale agreement.
5. **Proof of Funds:** The Buyer must send an **MT-799** Informing that it will issue an **SBLC** for the value of one(1) of twelve(12) monthly deliveries under the annual contract, which is equivalent to approx. **USD 64,000,000.00** This Swift must be sent to [Maybank Islamic Berhad](#), via bank-to-bank transmission (see coordinates in the annexes). In this way, we will proceed to the next step.
 - **Method of Payment:** For the **deliveries of Annual Contract**, the Buyer shall issue an **RMA Irrevocable SBLC unconditional, Revolving, confirmed & transferable via Mt 760 under ISP98 ICC Publication 590** in the amount corresponding to **500 kilograms** at the **PRICE CIF** (for refining the bars Emirates Gold, or Al Etihad Gold, or SAM Precious Metals in Dubai-UAE) set at **LBMA – [12% Gross 9% Net for Buyer]**, with 1.5% Seller Side & 1,5% Buyer Side (payment by the Seller). equivalent to **USD \$64,000,000.00 Approximately**, with a maximum validity of **(366) days**. The **SBLC** shall be payable to one of our designated bank accounts at [Maybank Islamic Berhad - Malasya](#). Once the doré gold bars have been refined to a purity level between 99.95% and 99.99%, the Buyer's Bank shall release the funds via Mt 103/TT, within forty-eight (48) hours against presentation of the refining results issued by an **LBMA-accredited gold refineries**.
 - For the Buyer's compliance, we will issue a Performance Bond for the face value of the RMA Irrevocable SBLC unconditional via Mt 760, Revolving, confirmed & transferable ISP98 ICC Publication 590. This PB of 2% will be issued eight (8) days after receiving the payment guarantee (only for annual contract).
6. The Buyer shall bear full responsibility for transportation through [Brinks](#), [Malca amit](#), [G4si](#), or [Loomis](#), including insurance and refining expenses at the Buyer's chosen **LBMA-accredited gold refineries**, namely Emirates Gold, or Al Etihad Gold, or SAM Precious Metals in Dubai-UAE
 - www.emiratesgold.ae or www.aletihadgold.com or www.sampreciousmetals.com
 - See prices in this link: <https://bullion.directory/bullion-dealers/nadir-metal-refinery-reviews/>
7. Once the full payment of each tranche has been made, **the gold title will be immediately transferred from the Seller to the Buyer.**
8. Each payment will be based solely on the Assay Report issued by the Buyer's Refinery to the Bank and considering the "net weight" of the gold.



VCR PROJETOS CONSTRUÇÕES E INCORPORAÇÕES LTDA (VCR - Brazil)

Av. Paulista, 1471 – Conj. 511, sala 02, Bela Vista, São Paulo,
SP-Brasil. ZIP 013311-927, Post Office Box 21321

VCR CONSTRUCCIONES Y COMERCIO S.L. (VCR SPAIN)

Paseo de la Castellana 200, Madrid-Spain, ZIP 28046

SOLOFIRME LDA (VCR - Portugal)

Av. Infante Dom Henrique, N°2, de Elvas-Portugal. Zip 7350-100
Tuesday, 17 June 2026

CONTACTS:

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+34 674 638 706
+351 93 937 4259

<https://vcrconstrucoes.com>
victor.ceo@vcrconstrucoes.com
vcrprojetos@gmail.com
ENG. VICTOR C. ROJAS
CEO of **VCR GROUP**

By signing below, both parties are fulfilling their corporate legal responsibility and executing this Agreement under penalty of perjury.

VALIDITY OF THIS, FULL CORPORATE OFFER (FCO): 10 days, the price varies after this validity date.

IN WITNESS WHEREOF, the undersigned, have read, understood, and executed this Agreement in one (1) original part on this **17 June 2026**.

"Accepted and agreed without change
(Electronic signature is valid and accepted as hand signature)"

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

a. **EDT** (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be: -Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global & National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)

b. **ELECTRONIC COMMERCE AGREEMENT** (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).

c. **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 instruments.

Signature accepting the procedure:

<p>For and on behalf of THE SELLER</p> <p style="text-align: center;"><i>(Company Seal)</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>Name: <u>Mr. VICTOR C. ROJAS, ENG. CEO-PRESIDENT</u> of all <u>VCR GROUP</u> companies. Passport N° AR893143 of Colombia RNE N°: V-928295-0 of Brazil NIF N°: 328.041.637 of Portugal NIE N°: Z0248637-N of Spain Email: victor.ceo@vcrconstrucoes.com</p>	<p>For and on behalf of THE BUYER</p> <p style="text-align: center;"><i>(Company Seal)</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>Mr. Shareholder - CEO Director Sole</p>
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Airline that will transport gold from Bamaco-Mali airport to Boston airport-USA
<https://www.skycargo.com/home/> or Similar

Security company that will transport the Gold. [Brinks](#) , [Malca amit](#), [G4si](#), or [Loomis](#)

Company where we will refine and deliver gold from 96.00% to 99.95%(+) in Boston-USA.
destination the [LBMA-accredited gold refineries](#)

"The seller and The Buyer" further stipulate and agree that scanned copies of e-mail or electronic fax duly completed must be acceptable and be considered valid as long as they are related to this Agreement.

"The seller and The Buyer", take as original, these faxes or e-mails sent from the original fax and email addresses of the signatories of this Agreement.

COMPLETE BANKING INFORMATION REQUIRED TO RECEIVE

the RMA Irrevocable **SBLC unconditional via Mt 760, Revolving, confirmed & transferable**
under **ISP98 ICC Publication 5900**

For the **TRIAL ORDER**, the **SBLC** must be issued for a value of **USD \$26,000,000.00**; and
For the **ANNUAL CONTRACT** the **SBLC** must be expanded via MT-767 a value of **USD \$64,000,000.00**,

FIDUCIARY ACCOUNT ORGANIZING/"ARRANGER" AGENT OF VCR GROUP

SELLER'S ARRANGER ACCOUNT FOR VCR GROUP

ROUTE to issue **SBLC via RMA from Buyer Bank for Maybank Islamic Berhad - Malasya**

BANK NAME: Maybank Islamic Berhad
ADDRESS: Kuala Lumpur Main Branch -
SWIFT/BIC CODE: MBBEMYKL
BANK ACCOUNT N°.: 564259055401
ACCOUNT TYPE : SME First Account-i
REF: **MAAT INTERNATIONAL SINO TRADING-MALASYA (SELLER'S ARRANGER)**
BANK OFFICER: TBA

OR

FIDUCIARY ACCOUNT ORGANIZING/"ARRANGER" AGENT OF VCR GROUP

EDS - SELLER'S ARRANGER ACCOUNT FOR VCR GROUP

ROUTE to issue **SBLC from Buyer's Bank**
via RMA for EDSE- Spain via KFH-Bahrain from Buyer's Bank

BANK NAME: EUROPEAN DIGITAL SECURITIES EXCHANGE S.V. SA (EDSE- Spain)
ADDRESS: CALLE JOSE ABASCAL 45, FLOOR 6, 28003 MADRID, SPAIN
SWIFT/BIC CODE: EDSXESM2XXX (LOGICAL TERMINAL X)
REF: **EUROPEAN DIGITAL COMMERCIAL BUREAU-UK (SELLER'S ARRANGER)**
BANK OFFICER: santiago@portfolio.exchange

BANK NAME: KUWAIT FINANCE HOUSE BSC (KFH-Bahrain)
ADDRESS: BLDG. 2495 ROAD 2832 AL SEEF DISTRICT 323 MANAMA, BAHRAIN
SWIFT/BIC CODE: AUBBBHBMXXX (LOGICAL TERMINAL X)

OR

EDS - SELLER'S ARRANGER ACCOUNT FOR VCR GROUP

ROUTE to issue **SBLC from Buyer's Bank**
via RMA for EDSE- Spain via AKTIF BANK from Buyer's Bank

BANK NAME: EUROPEAN DIGITAL SECURITIES EXCHANGE S.V. SA (EDSE- SPAIN)
ADDRESS: CALLE JOSE ABASCAL 45, FLOOR 6, 28003 MADRID, SPAIN
SWIFT/BIC CODE: EDSXESM2XXX (LOGICAL TERMINAL X)
REF: **EUROPEAN DIGITAL COMMERCIAL BUREAU-UK (SELLER'S ARRANGER)**
BANK OFFICER: santiago@portfolio.exchange

BANK NAME: AKTIF YATIRIM BANKASI A.S. (AKTIF BANK)
ADDRESS: Aktif Bank Genel Müdürlük, Esentepe Mahallesi Kore Şehitleri
Caddesi No: 8/1
Şişli 34394, **İSTANBUL, TURQUÍA**
SWIFT/BIC CODE: CAYTTRISXXX (LOGICAL TERMINAL X)

Or Others Banks for receive MT-103/TT

BANK NAME: CAIXABANK - SPAIN
BANK ADDRESS: Agency N°: 9055, Alberto Alcocer 1-3 Madrid-Spain, ZIP 28036
ACCOUNT NAME: **VCR CONSTRUCCIONES Y COMERCIO S.L. – NIF N° B75715623**
ACCOUNT NUMBER: 0049 7918
IBAN CODE: ES35 2100 9055 1602 0049 7918
BIC / SWIFT CODE: CAIXESBBXXX
BANK OFFICER: Francisco Alfonso Gonzáles Herrera / +34 686 731 740
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