

OPTION



AVIS Global Energy Limited is a member of AVIS Global Group PLC. The firm is the successor of AVIS Financial Corporation previously founded by AVIS. Initially launched 2006 in Cyprus, developed in London, moved to Canada in 2013, re registered in Malta and USA and finally moved to London for the Stock Exchange development.

AVIS Global Energy Limited is an international Waste to Energy company with a global strategy. The AVIS engineering team has developed several Waste to Petrol Facilities in operation as well as under development in numerous countries since the AVIS Global Energy franchise project was established in 2007. In 2016 AVIS changed its technology for waste to Nano Powder. AVIS Global Energy has been spearheading a worldwide business model designed to positively impact communities around the world. By alleviating municipal waste and converting to Nano Powder for the 3D printing industries, it will help to transform the current global environmental and health problems into real solutions from new resources.

The AVIS Global Green Energy Industrial Parks will be the overall solution for waste management, alternative meat production, free energy production, stopping oceanic overfishing and cleaning environmental disasters. Global challenges demand innovative thinking. AVIS Global Green Energy Industrial Parks are the result of such innovative thinking. As the human population increases, so does the strain on the environment caused by intensive resource demands, aggressive exploitation of natural resources and massive accumulation of waste. Today, the AVIS Global Group of firms has reached above 120 facility developments in South America and a further 80 around the world.

**CALL OPTION AGREEMENT
ACQUISITION OF AN INSTITUTION
REAL ESTATE ACQUISITION
EQUIPMENT ACQUISITION**

By and between:

AVIS Global Energy LTD. 102, Acre Lane, London SW25QN, United Kingdom, register N^o 09539811, Spain NIF N^o N6062211E a United Kingdom Corporation with its Investment Fund AVIS Capital LTD, London, UK

☎+442392162001 ☎+34640350260(WA) ☎+19036691660
info@avisbank.com | Skype ID: avisglobal & avisglobal2 | https://avis.capital
["AVIS" or the "Purchaser");
and

Seller:

Address:

Represented by:

Contact: Tel: Email address:

Web page:
(the "Seller")

(Purchaser and Seller being hereafter, from time to time, referred to as the "Parties").

RECITALS

(a) **WHEREAS**, AVIS now enters into its worldwide construction phase. Therefore, AVIS created the Fintech Banking program with its subsidiary AVIS Fintech PLC and AVISPay. For the processing of the AVIS Global Project the AVIS Group of firms (AVIS Global Group PLC) acquires several financial institutions, construction and technology corporations and real estates for its infrastructure creation; and

(i) AVIS has a fully paid up share capital of GBP 5,000,000,000.00 and with its Medium Term Note issue program registered at the Green Stock Exchange of 50 bln CHF is ready willing and able to increase the social capital of the targeting institutions and is interested in the acquisition of a controlling stake of the institution; and

(ii) AVIS is interested in the acquisition of the real estate and Equipment for the extension of its infrastructure worldwide for the management of the AVIS Global Project; and

(iii) The Seller and the Purchaser (the Parties) or the authorized Corporation or Person acting for the Purchaser will appoint a notary for the required notarial act (if any) for the purchase process (if needed) and the appointed notary will be nominated as closing authority for the acquisition of the institution and/or property and/or equipment.

if the acquisition is a institution fill here

(b) **WHEREAS**, the Seller transfer shares of the institution with a total value of with a value of each share of the Institution

Registered Address

Licensed
(the "Receiver Shares")

if the acquisition is a real estate or equipment fill here.

(c) **WHEREAS**, the Seller offers for purchase the following property:

Name of the property

Address

Registration N° N° N° N°

Ground m2 Constructed m2 Constructed m3

Description

.....
(the "Property")

WHEREAS, the Seller undertook to contribute all of its issued shares [the Receiver Shares] of the institution: or the real estate or the equipment described as (the Property) to

AVIS Global Energy LTD for the **CALL OPTION PRICE** of:

.....

NOW THEREFORE, it is agreed as follows:

- (1) Call Options. Subject to the condition precedent set forth in Section (2) hereafter, the Seller hereby irrevocably undertakes to allow the Purchaser to proceed with the exchange of the Receiver Shares or the Property for an amount of cash. The right for the Purchaser to call for delivery of the Receiver Shares or the Property held by the Seller in exchange for cash shall be hereafter referred to as the "Call Option".
- (2) Effective date and duration. The Purchaser shall be entitled to exercise its Call Option at any time during the period.

Option Start day until Option closing date

18:00 hours Central European Time (London Time) [the "Call Option Period"].
 - (i) The effective date is the date of notice of acceptance of this Call Option Agreement by the Purchaser followed by the payment to the Seller confirmed (see Clause 5) using any standard payment bank medium complying with AML regulations and reasonable bank security to secure the closing date.
- (3) Upon expiration of the Call Option Period, the Purchaser shall forfeit the right under this Agreement to request that the Receiver Shares or the Property held by the Seller be exchanged for the Cash paid to the [see Clause 5] appointed closing bank.
- (4) Restrictions. For a period of the closing time (as per Clause 2) the Closing Date period, the Seller shall not sell, assign, transfer, convey or otherwise deliver to any third party, in whole or in part, the ownership of any of his/its Receiver Shares or the Property, pledge such Shares or the Property or grant any right on such Shares of the Property to any third party.
- (5) Completion. The Purchaser will appoint and exercise the purchase by AVIS Capital LTD, the Investment Fund of AVIS and the following institution for the capital transfer for closing;

The appointed closing Bank coordinates and payment forms are as following:

- (i) Cash transfers amount and currency
 - Bank Name
 - Bank Address
 - Swift Code
 - Account Name
 - Account Number base
 - Account Number for EUR
 - Account Number for USD
 - Account Number for GBP
 - Merchant Account
 - VISA Net account
 - Bank Officer
 - Officer Phone
 - E-Mail
- (ii) Bankers Drafts amount and currency
 - Delivered to
- (iii) Bank Derivatives amount and currency
 - Delivered to
- (iv) Credit / Debit Card amount and currency
 - Payable to

(6) The seller delivers the Receiver Shares from the acquisition institution to the banking coordinates below or handover the Property or Equipment unconditional to:

- Purchaser
- Address
- Bank Name
- Bank Address
- Swift Code
- Account Name
- Account Number

(7) The Purchaser and the Seller agree to use their reasonable commercial efforts prior to the Closing Date to implement a completion process that will result in an exchange transaction being completed as quickly as possible and in any event seven (7) business days prior to the Closing Date.

(8) Representations and Warranties.

(8.1) The Seller represents and warrants that the Receiver Shares, in accordance with the terms and provisions of this Agreement, are duly authorised, validly issued, fully paid and non-assessable and are not subject to any preemptive or other statutory right of stockholders and, subject to Seller's representations and warranties set forth below, are issued in compliance with applicable securities laws.

- (8.2) The Seller represents and warrants that the Property remains in the condition and status as presented to the Purchaser and remains with the equipment and furnishings detailed in the ADDENDUM of the option agreement.
- (i) That the Property is regulated and in compliance with the applicable construction laws.
 - (ii) That the Property has no hidden defects other than those presented to the Purchaser at the time of offering.
- (9) The Seller represents and warrants that he/it shall have complete and unrestricted power to enter into and perform this Agreement and transfer, assign and deliver any Receiver Shares or the Property upon which the Purchaser may exercise its Call Option, and that such Receiver Shares or the Property shall be free and clear from any security interests, liens, charges, encumbrances, restrictions, or rights to the benefit of any third party.
- (10) Purchaser has been given the opportunity to ask questions of, and receive answers from, persons acting on behalf of the Seller concerning additional information necessary to verify the accuracy of the information set forth in the documents made available to Purchaser [ADDENDUM(s)].
- (i) AVIS is knowledgeable, sophisticated and experienced in making, and is qualified to make, decisions with respect to investments in securities like the Receiver Shares or the acquisition of real estates.
 - (ii) AVIS is an "accredited investor" .
 - (iii) Seller acknowledges that Purchaser will rely upon the representations and the warranties of the Seller.
- (11) Stock Split; All numbers contained in, and all calculations required to be made pursuant to this Agreement shall be adjusted as appropriate in order to reflect any stock split, reverse stock split, stock dividend or similar transaction effected by the Purchaser and/or Receiver after the date hereof.
- (12) Miscellaneous.
- (12.1) Governing Law, arbitration; This Agreement and the rights and obligations of the Parties hereto shall be governed and interpreted by and construed and enforced in accordance with the laws of England and Wales.
- (12.2) Disputes, arbitration; Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled by binding arbitration in London, United Kingdom. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of ICC ARBITRATOR, with the following exceptions if in conflict: (a) one arbitrator shall be chosen by ICC; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the arbitrator's rules and regulations) of the proceeding has been given to such party. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity, provided however, that nothing in this subsection shall be construed as precluding bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING

OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

- (12.3) Amendment; This Agreement may be amended, modified, or supplemented only by an instrument in writing executed by the Parties hereto.
- (12.4) Assignment; The Purchaser may at any time assign all or any part of its rights and/or obligations under this Agreement to any of its Affiliates or any other person, and any assignee of the Purchaser shall succeed to and be possessed of the rights of the Purchaser hereunder to the extent of the assignment made, provided, however, that any such assignment by the Purchaser shall not relieve the Purchaser of its obligations hereunder.
- (12.5) Parties in Interest; No Third-Party Beneficiaries. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the Parties hereto. Neither this Agreement nor any other agreement contemplated herein shall be deemed to confer upon any person not a Party hereto or thereto any rights or remedies hereunder or thereunder.
- (12.6) Waiver; No waiver by any Party of any default or breach by the other Party of any representation, warranty, covenant or condition contained in this Agreement, or in any exhibit or any document, instrument, or certificate contemplated herein, shall be deemed to constitute a waiver of any subsequent default or breach by such Party of the same or any other representation, warranty, covenant or condition. No act, delay, omission or course of dealing on the part of any Party in exercising any right, power, or remedy under this Agreement or at Law shall operate as a waiver thereof or otherwise prejudice any of such Party's rights, powers and remedies. All remedies shall be cumulative and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.
- (12.7) Costs, Expenses and Legal Fees; Whether or not the transactions contemplated herein are consummated, each Party hereto shall bear its own costs and expenses (including attorneys' and notary fees), except that each Party hereto agrees to pay the costs and expenses (including reasonable attorneys' and standard notary fees and expenses) incurred by the other Party in successfully (i) enforcing any of the terms of this Agreement, or (ii) proving that the other Party breached any of the terms of this Agreement.
- (12.8) Entire Agreement; This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the Parties, with respect to the subject matter hereof.
- (12.9) Severability; If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future legal requirements effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.
- (12.10) Notices. Any notice or communication hereunder must be in writing and given (i) by depositing the same in the mail, addressed to the Party to be notified, postage prepaid and registered with return receipt requested and received, (ii) by sending the same by express courier, or (iii) by delivering the same in person. Such notice shall be deemed received on the date on which it is hand-delivered or on the second business day following the date on which it was sent by express courier. If sent by registered mail, such notice shall be deemed received on the third business day

following the date on which it is so mailed, then mailed within the same country, or on the tenth business day following the date on which it is so mailed, when mailed from a country different from the country of destination.

For purposes of giving notice, the addresses of the Parties shall be:

For the Seller:

For the Purchaser: AVIS Global Energy
Vyman House 104, College Road, Harrow Middlesex HA11 1BQ
United Kingdom ✉ info@avisbank.com
+44 2392 16 2001 | +1 903 6691660 | +34640350260

Any Party may change its address for notice by written notice given to the other Party in accordance with this Section [12.10]

- [12.11] Confidentiality – Publicity and Disclosures.
- [12.12] Each Party shall keep this Agreement and its terms confidential, and shall make no press release or public disclosure, either written or oral, regarding the transactions contemplated herein without the prior knowledge and written consent of the other Party hereto. The foregoing shall not prohibit any disclosure: (i) required by legal requirements or regulatory authorities to be made by one of the Parties, provided that the Party required to make such disclosure shall first consult with the other Party with respect to the form and substance of the proposed disclosure; (ii) to attorneys, accountants, investment bankers, notaries, or other agents of the Parties assisting the Parties in connection with the transactions contemplated herein; and
- [12.13] In the event that the transactions contemplated herein are not consummated for any reason whatsoever, the Parties hereto agree not to disclose any confidential, proprietary and/or nonpublic information they may have concerning the affairs of the other Parties, except for information that is required by Legal Requirements to be disclosed; provided that, in the event that the transactions contemplated herein are not consummated, nothing contained herein shall be construed to prohibit the Parties hereto from operating businesses in competition with those of other Party.

—FOLLOWING SIGNATORY PAGE—

IN WITNESS WHEREOF, the Parties have signed this Call Option Agreement on the date first written above.

Seller

Place Date

By: _____

AVIS Global Energy LTD

Place Date

By: _____



SPECIAL INSTRUCTION

