DEED OF RETRANSFER AND REASSIGNMENT

****

This Deed of Retransfer and Reassignment (the “Agreement”) takes effect on [DATE],

**BETWEEN: [NAME OF YOUR COMPANY]** (the "Purchaser"), a company organised and existing under the [COUNTRY] Laws, with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Vendor"), a company organised and existing under the [COUNTRY] Laws, with its head office located at:

 [COMPLETE ADDRESS]

For value received, [YOUR COMPANY NAME] (the “Purchaser”) hereby releases, reassigns, retransfers and makes over unto [COMPANY NAME] (the “Vendor”) and its successors and assigns, all the rights, title and interest of the Purchaser in and to the debts, book accounts, demands, chooses in action and all other rights (collectively, the “Debts”) which the Vendor sold, ceded, assigned and transferred to the Purchaser under and in virtue of the deeds mentioned below, provided however that this Deed of Reassignment and Retransfer shall not, nor shall anything contained in this Deed constitute or imply any covenant or warranty whatsoever on the part of the Purchaser as to the administration, tenure or collection of the Debts:

Amended and Restated Agreement of Sale and Purchase of Accounts Receivable executed under the private signature and registered on the dates hereinafter mentioned as follows:

Registration Dates Registration Divisions Registration Numbers

[DATE] [PROVINCE] [NUMBER]

[DATE] [PROVINCE] [NUMBER]

Sale Confirmation — Debts and Book Accounts executed under the private signature and registered on the dates hereinafter mentioned as follows:

Registration Dates Registration Divisions Registration Numbers

[DATE] [PROVINCE] [NUMBER]

[DATE] [PROVINCE] [NUMBER]

WHEREFORE the Purchaser herein acting and represented by [NAME OF THE REPRESENTATIVE], its duly authorised as he does declare, hereby irrevocably instructs the respective Registrars for the foregoing Registration Divisions to make all necessary entries in their respective records to evidence the full and complete cancellation of the cessions, assignments and transfers and all other rights resulting in favour of the Purchaser in virtue of the foregoing deed.

The Vendor hereby accepts the present release, reassignment, retransfer and making over of the Debts by the Purchaser.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

PURCHASER VENDOR

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

# AFFIDAVIT

I, the undersigned, [NAME] of the City, [COUNTRY], residing and domiciled at [FULL ADDRESS], being duly sworn, do depose and say that:

1. I am one of the witnesses to the execution by [COMPANY NAME] (the “Purchaser”) and by [COMPANY NAME] (the “Vendor”) of the foregoing Deed of Reassignment and Retransfer dated [DATE].

2. The said Deed was duly executed by the Purchaser acting through, it's [TITLE], and by the Vendor acting through [NAME], its [TITLE], in my presence and in the presence of [NAME], the other subscribing witness.

3. Both the undersigned and the said other subscribing witnesses are of the full age of majority.

AND I HAVE SIGNED

SWORN TO before me at the City of [TOWN],

Province of [PROVINCE]

[DATE]

Commissioner of Oaths for the

judicial district of [CITY]