

## Security and Guarding Services Contract of Adherence

This Contract of Adherence (Hereinafter referred to as "the CONTRACT") is made and entered into by and between:

**Mobile Interim Company No.2 S.A.L.**, a company registered at the Trade Register of Beirut under the number /1000382/, and registered at the Ministry of Finance under the number /291711/, electing domicile at, touch Building, Beirut Central (bloc B), Fouad Chehab Avenue, Bashoura, Beirut, Lebanon.

(Hereinafter referred to as "MIC2").

And

**Metropolitan Security S.A.L.**, a company registered at the Trade Register of Beirut under the number /1007881/, and registered at the Lebanese Ministry of Finance under the number /1684415/, electing domicile at 7th Floor La Zariah Bldg. Block 1-A3 ,La Zrieh Street –Down Town, Beirut, Lebanon, represented in this framework agreement by its Chairman Mr. Jihad Al Annan.

(Hereinafter referred to as "Supplier").

Each of the two parties is hereinafter referred to as a "Party" and collectively as the "Parties".

### Preamble:

Whereas, MIC2 is operating the second mobile network in Lebanon for the account and for the benefit of the Republic of Lebanon (hereinafter referred to as "ROL"); and,

Whereas, MIC2 wishes to purchase security and guarding services (Hereinafter referred to as the "Services") for the purpose of protecting its premises and core sites against thefts and vandalism acts; and, therefore, needs to procure the services of specialized suppliers in security and guardian services; and to this effect it has launched a tender on 13 December 2023 to provide the said Services by one bidder having a proven experience in that field; and,

Whereas, at the outcome of the abovementioned tender, Supplier was selected for the provisioning of the said Services; and

Whereas, Supplier has declared its commitment to the supply of the Services as described in above paragraph (2) and has stated its commitment to the provisions of this CONTRACT and has acknowledged that the CONTRACT constitutes the basis of the final contractual relationship that shall be established with MIC2; and,

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Whereas, MIC2 and Supplier wish by the present Contract of Adherence to set out the terms and conditions upon which Supplier shall provide the Services to MIC2.

The present CONTRACT will be published on the Public Procurement Authority website after it is signed and dated as specified in Article 64 sub clause 3 of the Public Procurement Law (PPL) no.244/2021.

NOW THEREFORE, in consideration of the above, it is hereby mutually agreed between the Parties as follows:

**1. The Entire Agreement**

The Preamble above, the Annexes attached hereto and any purchase order issued under this CONTRACT form an integral part of this CONTRACT.

**2. The Attachments**

Annex (1): Technical specifications  
Annex (2): Services price list per premises/ locations  
Annex (3): Performance Bond Template

**3. Scope of the Contract of Adherence**

Supplier undertakes to provide and supply MIC2 with the Services as per the specifications required by MIC2 and listed in Annex (1), the designated locations and the prices listed in Annex (2) and according to the terms and conditions of this CONTRACT.

**4. Services Order**

4.1. MIC2 shall issue one or several written purchase order(s) of the quantities of sites that need security and guarding services as required from the Supplier (Hereinafter referred to as the "Purchase Order" or "PO").

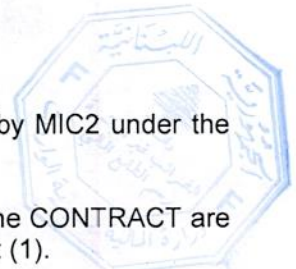
4.2. The PO shall be forwarded to Supplier by any means at MIC2's sole discretion including emails.

4.3. The PO issued by MIC2 shall only be legally or financially effective in favor of Supplier in light of Supplier's good intentions and full commitment to its contractual obligations and the proper fulfillment of such obligations.

**5. Services Delivery and Acceptance**

5.1. Supplier undertakes to deliver and provide all the Services ordered by MIC2 under the CONTRACT.

5.2. Supplier undertakes and warrants that the Services delivered under the CONTRACT are Conforming to all MIC2's required specifications as defined by MIC2 in Annex (1).



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5.3. A penalty of one percent (1%) of the total amount of the relevant purchase order will be applied to the benefit of MIC2 for each five (5) working days of delay in the delivery of the Services. This penalty shall be lawfully and automatically applied by MIC2 in the event of delay, shall be up to a maximum of 10% of such PO value and shall be deducted by MIC2 from the amount due to the Supplier.

#### 5.4 Acceptance

Acceptance Committee (اللجنة الاستلام) as specified in Article 101 and Article 32 of PPL 244 shall accept the implementation of Services within one (1) month after PO execution and services conformity with the RFP technical specifications defined in Annex 1.

#### 5.5 Purchase Order Changes.

- 5.5.1. MIC2 may at any time by written notice to the Supplier require a variation ("Change") to a Purchase Order, provided written notice of the Change is delivered to Supplier within two weeks prior to delivery of Services that are to be provided. Noting that any change shall be subject to article 29 sub-clause 1-C of PPL no.244/2021, **thus, MIC2 may increase or decrease the number of locations covered by this Contract provided that any increase in the locations does not exceed 20% of the current contract value.**
- 5.5.2. Within five (5) days after receiving such written notice from MIC2, the Supplier shall advise MIC2 of its effect and send a written notice ("Response to Change") to MIC2 specifying the effect that such a change may have upon the Purchase Order including price, delivery of Services, impact (if any) on the Delivery Plan.
- 5.5.3. Within three (3) days of receipt of the Response to Change, MIC2 shall by written notice to the Supplier inform the Supplier as to whether MIC2 wishes the Change and Response to Change to be incorporated in the Purchase Order and if MIC2 so advises, then a formal Change Order setting out in detail the nature of the change shall be given to the Supplier.
- 5.5.4. The Supplier agree:
- that any change in the Purchase Order Price or change of the Delivery Plan based on Supplier's advice must be reasonable and shall be justified by the Supplier to the satisfaction of MIC2; and
  - not to cause a delay in Delivery longer than the maximum number of Working Days needed to implement the Change.

#### 6. Liability and Indemnity

6.1. Supplier shall fully indemnify MIC2, together with its officers, agents and employees and any other third party against any claims with respect to damages to property, loss and personal injury, including death, howsoever caused to any personnel, or which may be imposed on or incurred by MIC2 arising directly out of the negligent acts or omissions of Supplier, its agents, subcontractors, or employees during the performance of any work hereunder save to the extent caused by the direct negligence of MIC2 or its employees or agents.

6.2. Supplier, its assigned personnel, and any of its employees involved directly or indirectly in the delivery and supply of Services shall be individually and jointly responsible for the terms and conditions of this CONTRACT.

6.3. Supplier is solely and fully responsible for its assigned personnel, their remuneration, allowances, compensations, work emergencies, and any other rights and obligations that might arise during or on the occasion of their relationship with MIC2. Supplier must carry an insurance policy covering all his staff working on site during and in the occasion of Services supplying process as well as damages caused by Supplier' representative work on site.

6.4. Supplier shall, at its sole expense, defend any suit based upon a claim or cause of action and satisfy any judgment that may be rendered against MIC2 resulting from the works done under this CONTRACT.

## **7. Prices and Fees, Invoicing, Payment**

### **7.1. Prices and Fees**

7.1.1. The prices of Services are determined in Annex (2) (attached hereto) and shall not be amended by the Supplier for any reason whatsoever for the whole duration of the CONTRACT unless by reduction where possible except the terms and conditions stipulated for in article 29 of PPL no.244/2021.

7.1.2. The fees of Services shall be quoted in the relevant PO in USD and shall be paid in LBP at market rate on the payment date.

7.1.3. The above fees constitute all the financial entitlements of Supplier from MIC2 under the CONTRACT, and it includes all expenses that may be incurred by Supplier in relation to the CONTRACT.

### **7.2. Invoicing**

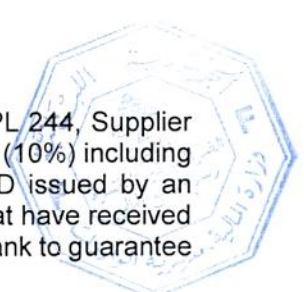
Invoicing for the Services shall be made on monthly basis (by location) at the end of each month by site supported by the monthly schedule of attendance, shifts and deployment

### **7.3. Payment**

**MIC2 shall settle the payments within sixty (60) days after the Invoice presentation and acceptance as per article 7.1.2.**

### **7.4 Performance Bond**

Within fifteen (15) days of issuing each Purchase Order, as per Article 35 of PPL 244, Supplier shall provide MIC2 with a Performance Bond in an amount equal to a ten percent (10%) including VAT (if applicable) of the value of the relevant Purchase Order in Fresh USD issued by an accredited Lebanese Bank listed on the Lebanese Central Bank list of Banks, that have received a credit rating of at least a "prime" investment grade (BBB or above), or foreign bank to guarantee





the implementation by the Supplier of its obligations under this CONTRACT, particularly the implementation of the relevant PO in good faith and in conformance with the set-out KPIs as well as the highest standards of the technical and commercial state of art within the deadlines specified by MIC2. Supplier shall bear all costs in relation to the provision of the performance bond. The performance bond shall remain valid and effective from the date of issuance up to the date the acceptance of the provided services. The text of the said Performance Bond is attached to this CONTRACT as Annex (3).

#### **8. Tax, duties and levies**

Each Party shall bear taxes and other fiscal charges resulting from the CONTRACT as prescribed by the Laws and regulations in Lebanon.

#### **9. Term and termination**

**9.1.** The CONTRACT will be effective as of the date of its signature (the "Effective Date") and shall remain valid for **three years thereafter**.

**9.2.** This Contract of Adherence shall be terminated immediately, without any notice and without any liability on MIC2 by virtue of the provisions of Article 33 of the public Procurement Law no. 244/2021

**9.3.** If at the time of expiry of the Contract the Services ordered by MIC2 as per a given Purchase Order has not been supplied, then the Contract shall be deemed extended until the delivery of all the said Services, and MIC2 shall nonetheless retain its right to request Supplier to pay compensation for delayed delivery if the delay is due to Supplier's fault.

#### **10. Relationship of the Parties**

**10.1.** The relationship of the Parties established by the CONTRACT shall be solely that of independent contractors. Nothing contained in the CONTRACT shall be construed to make one Party the agent for the other or partner of the other for any purpose. Neither Party shall by virtue of the CONTRACT have the right or authority to act for, or to bind the other in any way, or to sign the name of the other, or to represent that the other is in any way responsible for its acts and omissions.

**10.2.** The CONTRACT shall not produce any legal or material obligations upon MIC2 towards third parties beyond the scope of MIC2's relationship with Supplier. Any Party who has not signed the CONTRACT is not a party thereto.

#### **11. Confidentiality**

**11.1.** Supplier shall keep in strict confidence and shall use all reasonable endeavors to bind all of its executives, employees, agents and personnel to keep in strict confidence all the information received, or which it obtains or to which it has access directly or indirectly from MIC2 in connection with the CONTRACT and shall not in any time disclose such information to any third party or make

The bottom right corner of the page contains several handwritten signatures in blue ink. Above these signatures is a faint, blue circular stamp, likely an official seal or logo, though its details are not clearly legible. The signatures appear to be initials or names of the parties involved in the contract.

use of any such information for any purpose other than as required to execute the object of the CONTRACT..

Supplier is aware that MIC2 is entitled to disclose any information and/or document relating to this CONTRACT to the Republic of Lebanon represented by the Ministry of telecommunications, without obtaining Supplier's prior approval.

11.2. The confidentiality provisions contained in this Article shall survive the termination or expiration of the CONTRACT.

## **12. Assignment**

Supplier shall not assign the CONTRACT, totally or partially, or any right or obligation hereunder without the prior written consent of MIC2 and if so, it should not exceed the limit defined in article 30 of PPL 244. However, MIC2 shall have the right to assign, transfer or purport all of its rights and obligations under the CONTRACT to the Republic of Lebanon or any of its designee, without having to refer to Supplier or to obtain its consent prior to such assignment. The assignee of the CONTRACT shall also have the right of assignment provided for under this Article.

## **13. Applicable Law and Dispute Resolution**

13.1. Both Parties agree that the Lebanese Laws shall apply to any litigation arising out of the application or interpretation of the CONTRACT.

13.2. Disputes arising in connection with the CONTRACT shall be finally settled by the competent courts of Law in Beirut.

## **14. Force Majeure**

14.1. Neither Party is liable for delay or failure to perform any of its obligations under this CONTRACT insofar as the performance of such obligation is prevented by a force majeure event. Each Party shall notify the other Party of the occurrence of such a force majeure event and shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such force majeure event. In case force majeure event exceeded one (1) month period, whether continuously or intermittently, either Party has the right to immediately terminate the CONTRACT by means of written notice without bearing any liability whatsoever.

14.2. For the purposes of this CONTRACT, a force majeure event means any event; which is unpredictable, beyond the reasonable control of the Party liable to affect performance and external to this Party, and shall include but not be limited to riots, acts of war, acts of terrorism, epidemics, major fire, or natural disasters. For the avoidance of doubt, force majeure does not include strikes or other employment disputes of either Party's personnel or such Party's subcontractor's personnel.

## **15. Waiver**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of a breach of any provision of this CONTRACT be construed as a continuing waiver of other breaches of the same or other provisions of this CONTRACT.



**16. Notices**

Both Parties have elected domicile at the addresses mentioned beside their respective names in the preamble. Any notification made to these addresses shall be considered valid unless any Party has notified the other in writing of any change in said address.

IN WITNESS WHEREOF, the Parties have caused the CONTRACT to be executed in Beirut, in two original copies, with effect as of (the day) 04 of (the month) July, 2024 2024 by their respective authorized representatives.

**For and on behalf of  
Mobile Interim Company No. 2 S.A.L.**

**Salem Itani**

**Chairman - General Manager**

**Signature:**



**Nibal Matta Salameh**

**Chief Financial Officer**

**Signature:**




**For and on behalf of  
Metropolitan Security S.A.L.**

**Jihad Al Annan**

**Chairman**

**Signature:**

**METROPOLITAN  
SECURITY S.A.L.**



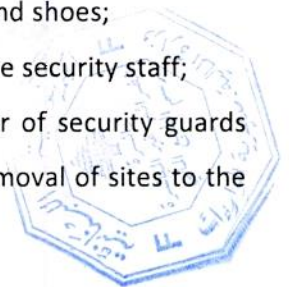
## Annex (1)

### Technical Specifications & Requirements for Security and Guarding Services for MIC2 Sites

- Supplier should comply with international standards ISO 9001/2008 or ISO 9001/2015 and submit a copy of the certification dated back for six months; Supplier shall provide documents proving their knowledge of such standards
- Supplier should submit certified certificate from Chamber of Industry and Agriculture clearly stating that the Supplier is committed to Guarding Services (valid for Public Tenders);
- Where needed, the Supplier should coordinate with official security forces of Lebanon and shall ensure good relation with all;
- Supplier should ensure that all guards have no history of criminal or violence acts such as theft, fraud, etc., and shall provide a judicial record for **all security guards on a yearly basis**;
- Supplier is responsible to provide all guards with a decent insurance plan that covers medical and emergency conditions in the workplace, and a liability insurance plan to cover any damage to company assets and properties caused by the security agents; Supplier shall provide the terms of their standard insurance policy for their employees
- Guards must practice confidentiality, and must abide by the company policies and procedures; the Supplier shall ensure that all employees assigned to this project to sign a Non-Disclosure Letter for all MIC2 related data and information.
- Guards shall comply with their assigned site and schedule, and shall not leave their assigned areas abandoned at any time, prior to approval from their supervisor/manager;
- MIC2 has the right to ask for replacement, reallocation, or rotation of security guards at any time, depending on the requirements;
- MIC2 reserves the right to demand the Supplier to dismiss any guard for any unlawful or inappropriate behavior that violates company procedures and ethics;
- Supplier should provide a 24/7 security service including holidays on shift basis, preferably THREE shifts per day. Minimum of TWO shifts/days can be accepted.



- Supplier is responsible to provide the guards with the needed logistics during their guarding service, ie Kiosk to stay in, lighting, seating, heating, and anything deemed necessary for their shift service. Supplier to detail what facilities they will provide to their employees on site
- Supplier shall arrange the guards' transportation to and from the site.
- Supplier shall provide ways of communication to all guards,
- It is the responsibility of the Supplier to ensure that all sites are fully secured by guards even during days off; proper shifts and replacement plans.
- Guards are responsible to allow access to registered employees and suppliers by displaying their employee ID's, and personal ID's at the different sites.
- Guards shall protect all company sites and assets against any hazards or thefts by inspecting employees and suppliers and their corresponding vehicles entering and leaving the site.
- Supplier to provide the detailed Resource plan for the assigned scope (initially for 20 sites)
- Supplier shall assign a supervisor/manager who will serve as the direct link between the two parties, and shall be responsible of all tasks related to security guards. CV to be provided
- Supplier is responsible to provide all guards with a neat costume, badge and shoes;
- Supplier is responsible for conducting an orientation and training for all the security staff;
- Supplier shall be ready at any time to increase or decrease the number of security guards depending on the company requirements; this may include addition / removal of sites to the scope.



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## Annex 2

### Locations and price list



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Touch HQ Building									
Location	Total Number of Guards	7:00-15:00	15:00-23:00	23:00-7:00	Open Shift	Shift Hours	Shift Week	Unit Cost/month	Total Cost/month
CEO office 9th floor	1	1	0	0	0	8	5 days	\$270	\$270
Reception Block B&C	2	2	0	0	0	8	5 days	\$540	\$540
Main Underground Parking Entrance (barrel)	3	1	1	1	0	8	7 days	\$300	\$900
Main Entrance GF Block B	3	1	1	1	0	8	7 days	\$300	\$900
Main Entrance GF Block C	3	1	1	1	0	8	7 days	\$300	\$900
Eastern entrance to the garden	3	1	1	1	0	8	7 days	\$300	\$900
Southern Stairway entrance to the garden	3	1	1	1	0	8	7 days	\$300	\$900
Underground Parking 3th floor	1	1	0	0	0	8	5 days	\$270	\$270
Underground Parking 4th floor	1	1	0	0	0	8	5 days	\$270	\$270
Underground Parking 5th floor	1	1	0	0	0	8	5 days	\$270	\$270
Project Manager	1	0	0	0	1		7 days	\$550	\$550
Total	22	11	5	5	1			\$6,670	\$6,670

HQ Services center						
Location	Total Number of guards	7:00-15:00	15:00-23:00	Shift Hours	Shift Week	Unit Cost/month
Service Center (GMS, Photography, etc.)	6	6	0	8	6 days	\$280
Service Center night shift	3	0	3	3	5 days	\$100
Service Center Entrance	1	1	0	8	6 days	\$280
Total	10	7	3			\$2,260

TOUCH - Other Locations								
Location	Total Number of guards per location	Total Number of guards per Shift	Shifts	Time	Hours Shift	Shift/Week	Unit Cost/month	Total Cost/month
Service Center Halba	3	1	Morning	7:00 - 15:00	8	7 days	\$300	\$900
		1	Noon	15:00 - 23:00	8			
		1	Night	23:00 - 7:00	8			
Service Center Tripoli	3	1	Morning	7:00 - 15:00	8	7 days	\$300	\$900
		1	Noon	15:00 - 23:00	8			
		1	Night	23:00 - 7:00	8			
Service Center Byblos	3	1	Morning	7:00 - 15:00	8	7 days	\$300	\$900
		1	Noon	15:00 - 23:00	8			
		1	Night	23:00 - 7:00	8			
Service Center Jounieh	4	2	Morning	7:00 - 15:00	8	7 days	\$300	\$1,200
		1	Noon	15:00 - 23:00	8			
		1	Night	23:00 - 7:00	8			
Service Center Chitoura	5	3	Morning	7:00 - 15:00	8	7 days	\$300	\$1,500
		1	Noon	15:00 - 23:00	8			
		1	Night	23:00 - 7:00	8			
Service Center Raalbeck	3	1	Morning	7:00 - 15:00	8	7 days	\$300	\$900
		1	Noon	15:00 - 23:00	8			
		1	Night	23:00 - 7:00	8			
Service Center Al Merj	3	1	Morning	7:00 - 15:00	8	7 days	\$300	\$900
		1	Noon	15:00 - 23:00	8			
		1	Night	23:00 - 7:00	8			





Service Center Saïda	4	2	1	Morning 7:00 - 15:00	8	7 days	\$300	\$1,200
		1	1	Noon 15:00 - 23:00	8			
		1	1	Night 23:00 - 7:00	8			
Service Center Tyr	4	2	1	Morning 7:00 - 15:00	8	7 days	\$300	\$1,200
		1	1	Noon 15:00 - 23:00	8			
		1	1	Night 23:00 - 7:00	8			
Service Center Nabatieh	3	1	1	Morning 7:00 - 15:00	8	7 days	\$300	\$900
		1	1	Noon 15:00 - 23:00	8			
		1	1	Night 23:00 - 7:00	8			
Warehouse Mansourieh	6	2	2	Morning 7:00 - 15:00	8	7 days	\$300	\$1,800
		2	2	Noon 15:00 - 23:00	8			
		2	2	Night 23:00 - 7:00	8			
Galerie Seman Building	3	1	1	Morning 7:00 - 15:00	8	7 days	\$300	\$900
		1	1	Noon 15:00 - 23:00	8			
		1	1	Night 23:00 - 7:00	8			
Justice site	3	1	1	Morning 7:00 - 15:00	8	7 days	\$300	\$900
		1	1	Noon 15:00 - 23:00	8			
		1	1	Night 23:00 - 7:00	8			
Idradah Site	1	1	1	Morning 7:00 - 15:00	8	7 days	\$300	\$300
<b>Total</b>	<b>48</b>							<b>\$14,400</b>

Prices are VAT excluded

**Payment method:**

To be paid in LBP at the market rates at the time of payment after receiving the invoice.

**Validity:**

This offer is valid for four months.


**Thank you for choosing Metropolitan Security s.a.l.**

**We look forward to working with you.**

**Jihad El Annan**  
**Chairman & CEO**

**Metropolitan Security s.a.l.**

**METRO POLICE**  
**SECURITY S.A.L.**




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**Annex (3)**

**Performance Bond**

**To: Mobile Interim Company No. 2 S.A.L.**  
**Fouad Chehab Avenue, Touch building, (Beirut Central- Block B), Bashoura, Beirut, Lebanon.**  
**Beirut - Lebanon**  
**(Hereinafter referred to as "MIC2")**

From: \_\_\_\_\_

Address

(Hereinafter referred to as "the Bank")

**Subject: Performance Bond**

Re: MIC2 ..... Contract



This Performance Bond is made on \_\_\_\_\_ (day) of \_\_\_\_\_ (month) 202..... by the Bank in favor of MIC2.

**Preamble**

With reference to the Purchase Order no. .... (the "Purchase Order") issued under the Contract of Adherence (Hereinafter referred to as the "Contract") entered into by and between Mobile Interim Company No.2 S.A.L. (Hereinafter referred to as "MIC2") and ..... (Hereinafter referred to as the "Supplier"), on ...../...../....., for a period of ....., it is an obligation of the Supplier to submit within fifteen (15) days following the issuance date of the relevant Purchase order and to maintain in full force and effect, a Performance Bond up to the amount representing ten per cent (10%) of the total Purchase Order value in Fresh currency (hereinafter referred as "the Guarantee") issued and signed by a Qualified bank in order to ensure the satisfactory, timely and faithful performance of the Supplier's obligations under the Contract.

**I. Guarantee.**

The Bank hereby irrevocably, unconditionally, jointly and severally with the Supplier ensures and guarantees the payment of any amount due by the Supplier to MIC2 up to the aggregate net



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amount of Fresh USD /-----/ (US Dollars.....Only), representing ten per cent (10%) of the total relevant Purchase Order value, in accordance with the provisions of the Contract, immediately upon first written demand by MIC2, and in any case, without any notice, reference or further enquiry from the Supplier or any other party and without requiring or obtaining any evidence or proof (other than the first written demand) that MIC2 is entitled to any such payment of the respective Supplier's guaranteed obligations.

Any amount paid by the Bank under this Guarantee will automatically reduce its amount for the same.

## **II. Supplier's Guaranteed Obligations.**

By the present Guarantee, the Bank hereby irrevocably and unconditionally guarantees the timely, faithful and satisfactory performance by the Supplier of all its obligations under the Contract all in conformance with the set out timelines, Key Performance Indicators and Service Levels.

## **III. The Continuity of the Guarantee.**

This Guarantee shall continue to be effective and in force, or be revived and reinstated, as the case may be, after its expiration, (i) if the Supplier's obligations under the Contract are not satisfactorily completed and to the extent of cost of said obligations or (ii) if at any time, any payment of all or part of the Guaranteed Obligations is rescinded, or must otherwise be returned to MIC2 for any reason all as though such payment has never been made.

The liability of the Bank hereunder shall not be diminished or impaired by any illegality, invalidity, unenforceability of the guaranteed Obligations against the Supplier, or by the extension or renewal of any amount payable in respect of the Guaranteed Obligations; or by any demand made to the Bank by MIC2 and or by any payment made by the Bank to MIC2, any other circumstance which might otherwise constitute a defense available to or a discharge of the Supplier in respect of the Guaranteed Obligations or the Bank in respect of this Guarantee.

## **IV. Release.**

Upon the irrevocable payment in full of the Guaranteed Obligations, MIC2 shall release the Bank by a written instrument signed by the authorized signatory of MIC2. Notwithstanding the prior receipt by the Bank of a written instrument from MIC2 discharging or releasing the Bank, this Guarantee shall continue to be effective against the Bank until the last day of the purchase order period or until the termination of the agreement whichever comes first, and the right of MIC2 to make a written demand at any time during this period shall not be impaired thereby.

## **V. Waiver of Defenses.**

The Bank hereby acknowledges that it does not have any right of discussion or divisibility under Lebanese law in respect of the Guaranteed Obligations.

The Bank hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law:



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- (a) any and all notices which may be required by statute, rule of law or otherwise, to preserve intact any rights of MIC2 against the Supplier including without limitation, any demand, presentment, protest or notice of acceptance, notice of any liability to which this guarantee may apply; and
- (b) promptness, diligence and any right to the enforcement, assertion or exercise by MIC2 of any right, power, privilege or remedy; and
- (c) any requirement that MIC2 or any other person exhaust any right, power, privilege or remedy, or mitigate any damages resulting from default, in respect of the Guaranteed Obligations; and
- (d) the litigation, administration, dissolution, lack of capacity or authority or, any change in the name or constitution of the Supplier or the Bank.

#### **VI. Assignment.**

It is acknowledged and agreed by the Bank that MIC2 may at any time transfer rights under this Guarantee to the Republic of Lebanon or any of its designee. Accordingly, the Bank agrees that the benefit of this Guarantee may be assigned (in whole or in part) by MIC2 without the consent of the Bank or of the Supplier to, and may be enforced by, any third party to whom the benefit of the Guarantee is assigned (in whole or in part) as if such third party were MIC2 under this Guarantee. MIC2 shall then give notice of the assignment to the Bank.

#### **VII. Notices.**

All notices, demands, or communications given or sent to MIC2 or the Bank in connection with this Guarantee shall be given in writing addressed to the recipient at the address specified at the top of this Guarantee or at such other address as may be notified by a party to the other, from time to time, for that purpose.

#### **VIII. Governing Law.**

This Guarantee is governed by, and shall be construed in accordance with the Lebanese law.

All disputes arising out, of, or in connection with the present agreement shall be submitted to the Beirut courts and settled under the Lebanese Laws.

#### **IX. Expiration.**

This Guarantee expires on....., and can be renewed at the Supplier's sole expense for a period of ..... at the unilateral request of MIC 2; this request will not require approval of Supplier and it will be executed unconditionally. Any claim from MIC2, if any, must be delivered to and duly received by the Bank on or before the expiry date of this Guarantee, after which date this Guarantee will automatically become null and void and no claim whatsoever shall be entertained by the Bank thereafter irrespective of the return or non-return of the original Guarantee instrument to the Bank.



IN witness of which this Guarantee has been signed on behalf of the Bank on the date which appears on the first page.

BY: \_\_\_\_\_



Handwritten signatures in blue ink, including a large stylized signature and a smaller one below it.



ايرصال تحصيل

24-84-11122187

رقم المعاملة 20973

2024	سنة التكاليف
تحصيل / ضرائب غير مباشرة	نوع الضريبة
رسم طابع مالي	الباب
امر قبض	نوع الجدول
1819137	رقم الجدول
04/07/2024	تاريخ الجدول

منطقة التحصيل	بيروت الموحدة
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البلدة	
رقم المراقب	
سنة الإيرادات	2024

رقم المكلف	
291711	

رقم العقار	القسم

يرجى أن تنقبضوا من موبايل انتريم كومياني رقم ٢ ش.م.ل

ملاحظة: يرجى إبراز هذا الإيرصال لدي كل مراجعة

0	نزل مبلغ الخزينة بقيمة
0	نزلت غرامة التحقق بقيمة
0	خففت غرامة التحقق بقيمة
0	خففت غرامة التحصيل بقيمة

تفصيل المبلغ	القيمة
خزينة	300,680,000
غرامة تحقق	0
مجموع الضريبة	300,680,000
غرامة تحصيل	0
فائدة التحصيل	
طابع	100000
المجموع النهائي	300,780,000

مبلغ وقدره ثلاثمائة مليون و سبعمائة و ثمانون ألف ليرة لبنانية فقط لا غير

بموجب امانة أو عملية رقم 04/07/2024 تاريخ

ايضاحات عامة عقد اتفاق بقيمة \$٢٣,٣٣٠ شهرياً لمدة ٣ سنوات تاريخ 2024/7/4

اعد في  
الاسم ريماساسين صليبا  
التوقيع  
التاريخ  
صالح للدفع لغاية 12/07/2024 بيروت

24-84-11122187

X

ايرصال تحصيل

(2) رقم عملية القبض

وصلني من

وفق التفصيل أدناه فقط

(3) نقداً

(4) شك

300,780,000

تاريخ

2024/07/04

رقمه

20363

2024/07/03

في

253115

امين الصندوق: جوزيف الفخرف المسحوب عليه

بنك البحر المتوسط طابع

التوقيع

مين الصندوق