



Master no./Account no. 1/1 in all locations

UBS AG  
Trade Finance

BANK OF AMERICA NA  
CONYERS GA  
300012

**Applicant**

Company/ Name/Surname WOOD FAMILY FOUNDATION / RICH  
ZIP/City 61443/Kewanee  
Contact person RICHARD WOOD DIRECTOR  
Phone no. 167896142276  
Our reference 181425776 18 OCT 29 PM 4:28:44 ES

If principal obligor is not the same as the principal, please mention under "Remarks".

## Order to issue a bank guarantee

I/We hereby request you to issue on my/our behalf and for my/our account a guarantee as per the following conditions:

**Bank guarantee currency/amount/expiry**

USD \$100000000.00 USD (TEN M (= 50.00 % of total price) Expiry date RENEWAL ANNUALLY OR

**Purpose of guarantee/Language**

Offer Advance payment Performance Warranty  Guarantee for construction works (CH)  
Payment Credit security Rental (apartment) Credit Card  
Wording as per enclosure Language: German English  French Italian

**Involvement of a third bank**

Yes  No if yes:  Issuing (Counter-guarantee/indirect guarantee)  
 Transmission without commitment

**Legal form (if issued directly by UBS AG to the Beneficiary)**

Guarantee Simple guarantee Standby LC/UCP\* Guarantee as per ICC URDG\*  
 Confirmed payment order (SCO 468) Joint & several guarantee Standby LC/SP\* \*latest version

**Underlying transaction** (details of tender/bid; contract no./date, contents, description/origin of goods or service, contract value)

FAMILY COUNCIL DISTRIBUTIONS ADVANCE CREDIT LINE AND CASH MANAGEMENT FUNDING ACCOUNTS FOR INSTITUTE CONSTRUCTION AMULTI USE PROJECT GLOBAL FOUNDATION REACH AND INVESTMENTS ONGOING STANDBY LETTER OF CREDIT AVAILABLE INSTANTLY !) DAYS REFERENCE CONDO INVEST MOTOR HOME INVEST ETC

**Beneficiary**

Company/Name/Surname UBS EMARCBANCCER TRUST / RICH/ Country PR  
Street E MILL ST ZIP/City 00988/SANJUAN

**Handing over of original guarantee to**

me/us beneficiary CONTACT RICHARD WOOD secured party 6786142276 gate code and  
by mail  by courier instructions

**Remarks**

would like to generate 10 individual letters of CREDIT leaving BLANK the INTERESTED PARTY /SELLER RENEWAL AS REQUESTED AQUISION PROGRAM \$ CATAGORIES !@ ACCVOUNTS ETC>

**Guarantee commission**

Commission and charges to be debited on account no./BC NO FEES NO COSTS NO LIMIT  
Your "General business conditions" which are already known to me/us apply to this order. Besides I/we have taken note of the "conditions and remarks in connection with the issuance of bank guarantees".

Kingdom of Heaven on the EARTH Today 18 OCT 29 PM 3:33

Place/Date

Stamp, signature of applicant

**For internal bank use only**

Signature(s) and credit rating checked  
Pricing: unsecured/secured:  
OU-Ref.:

## Conditions and remarks in connection with the issuance of bank guarantees

### 1. Important features of the different types of guarantees

If the beneficiary of an abstract guarantee (that is a guarantee payable on first demand whereby the right of objection and defence arising from the underlying transaction is expressly waived) lodges a claim in conformity with the guarantee terms, then payment must be effected promptly, without it being necessary for UBS AG (hereinafter "UBS") to check whether the statement made by the beneficiary in his demand is accurate or not (e.g. that the contractual obligation has become due or that the contractual delivery obligations have not been fulfilled). In this context, the term "abstract guarantee" also includes standby letters of credit and payment undertakings. Unless it is clearly established to the satisfaction of the bank that the beneficiary's demand is fraudulent, the bank cannot refuse to honour a conforming demand lodged under an abstract guarantee on the basis of objections arising from the underlying transaction (e.g. that the obligation or amount has not become due or that the guaranteed obligation has been fulfilled in conformity with the contract or other objections out of the underlying transaction). This applies also in case the guaranteed obligation cannot be fulfilled due to reasons beyond the control of the obliged party (e.g. "force majeure", strike, war, natural disaster, etc.). The situation is fundamentally different under the legal form of a so-called joint and several guarantee ("Solidarbürgschaft") or a so-called simple guarantee ("Einfache Bürgschaft") according to the Swiss Federal Code of Obligations (see art. 492 and following of the Swiss Federal Code of Obligations, especially art. 502).

The comments stated above with respect to abstract guarantees also apply in cases where UBS instructs a third bank to issue a guarantee under the liability and counter guarantee of UBS (so-called "indirect guarantees"). Unless otherwise provided in the said indirect guarantees, their governing law shall be that of the place of business of the instructed third bank. UBS will not be in a position to verify the legitimacy of a demand lodged under a guarantee issued under foreign law. If a direct or an indirect guarantee is governed by an other law than Swiss law, UBS is authorized but not obliged to interpret the guarantee in such manner as if it was governed by Swiss law and to act accordingly. The applicant has to reimburse UBS all costs and expenditure (including but not limited to fees of legal counsel) UBS may incur as a result of issuing a guarantee under foreign law.

### 2. Bank charges

For issuing guarantees, UBS is entitled to a commission as well as to reimbursement of charges, expenses and handling fee. The rate of commission will be subject to UBS's assessment of the relevant risks involved and, unless otherwise agreed upon, may be altered at any time at a 3 months' notice depending on new circumstances. Details of commission, charges, expenses and handling fee will be communicated to the applicant in the confirmation of execution.

### 3. Checking of documents

UBS examines all statements and documents presented under a guarantee whether or not they appear, on their face, to be in compliance with the terms and conditions of the guarantee. UBS will neither verify signatures as to their authenticity nor examine any statements as to their accuracy and truthfulness.

### 4. Reimbursement of costs

The applicant has to reimburse UBS all costs, expenses and damages arising in connection with the execution of an order to issue a guarantee (reimbursement of expenses, incl. payment under the guarantee, commissions and charges a.s.o. as well as commissions, fees, charges a.s.o. UBS has to pay to instructed third banks). Included are also costs of legal proceedings, if any, in the home country and abroad, which are – at the request of UBS – to be advanced by the applicant. If the applicant does not make such advances, UBS is authorised to discontinue legal proceedings to be initiated or initiated by the applicant or to accept legal proceedings against UBS for applicant's account.

### 5. Authorization to debit the applicant's account

UBS is authorized to debit the applicant's account for all claims arising of the order to issue a guarantee (e.g. commissions, handling fees, reimbursement of costs) or their equivalent in Swiss francs. In case of insufficient credit balance UBS may in its sole option debit the applicant's account and/or charge the applicant.

### 6. Guarantee wordings

Whenever possible, UBS uses its standard wordings, which in principle are subject to Swiss law, unless the nature of the underlying transaction to be guaranteed or special instructions by applicant (which must be acceptable to UBS) require a deviation thereof.

### 7. Applicable law, place of performance, jurisdiction and debt enforcement

This Order shall be governed by and construed in accordance with Swiss law. The place of performance of all obligations and exclusive place of jurisdiction for any disputes arising out of or in connection with this Order shall be the place of the ordered UBS branch. This is also the place of debt enforcement for the applicant if domiciled abroad. UBS reserves the right, however, to take legal action against the applicant before the authority of the latter's domicile.