
LETTER OF INTENT

(SBLC Provider Principals XX% DOA)

This is an Agreement for a BANK GUARANTEE (BG-SBLC) issued by **HSBC BANK PLC, London** for the total face value of €XXX,000,000.00 (XXX Million Euros), and is entered into on this date of _____, 2019 between the following Parties:

The PRINCIPAL:

Company:
Corporate Address:
Company Reg.:

Represented by:
Nationality:
Passport No:
Expire Date:

Hereinafter referred to as "PRINCIPAL"

The BENEFICIARY:

Company:
Corporate Address:
Business Tax ID Number:
Represented by:
Passport Number:
Date of Expiry:
Country of Issuance:

Hereinafter referred to as "BENEFICIARY"

WHEREAS. The BENEFICIARY desires to get at management, BG/SBLC from the PRINCIPAL. BENEFICIARY confirms with full corporate and legal responsibility that funds available to fulfill the requirements for the purchase of this instrument is ready and BENEFICIARY further confirm to cooperate with the PRINCIPAL.

WHEREAS. The PRINCIPAL desires to PROVIDE, transfer and assign all rights title and interest of the BG/SBLC available to it to the BENEFICIARY. PROVIDER represents and warrants that it has the ability and resource to arrange through associates, contracts and sources, with full corporate responsibility, financial instrument in the term of assignments to be provided to BENEFICIARY. Provider hereby declares under penalty of perjury that the SBLC will be backed by funds that are good, clean, clear, and free of non-criminal origin, the BG-SBLC will be free and clear of all liens, encumbrances and third-party interests.

I, Mr. _____, Authorized Signatory do hereby confirm with full legal, personal and corporate responsibility and authority, under penalty of perjury, irrevocably, unconditionally that we are ready, willing and able to take the following bank instrument, under the terms and conditions described below, with good, clean, clear funds of non-criminal origin, free of any liens or encumbrances whatsoever.

NOW THEREFORE, The BENEFICIARY has agreed to get at management the BG-SBLC at XX% percent plus 2% of Face Value for the instrument requested and PRINCIPAL has agreed to sell the BG-SBLC to BENEFICIARY and both Parties hereby agree to the following terms stated below:

DESCRIPTION OF BANK INSTRUMENT

1	INSTRUMENT	BANK GUARANTEE CASH BACKED ICC 500/600 URDG 758, BG-SBLC
2	CURRENCY	EUROPEAN UNION CURRENCY (EURO) (€)
3	ISSUING BANK	HSBC BANK PLC, LONDON
4	TERM	ONE YEAR AND ONE DAY with prolongation up to 10 Years
5	AGE	NEW ISSUE – FRESH CUT
6	COUPON RATE	ZERO
7	CONTRACT AMOUNT	XX BILLION EURO (€XX,000,000,000.00)
8	FIRST TRANCHE	XXX MILLION EURO (€XXX,000,000.00)
9	SUBSEQUENT TRANCHE	TBC
10	TARGET PRICE	XXXXXX PERCENT ALL INCLUSIVE (XX% + 2%) OF FACE VALUE
11	DENOMINATION	AS AGREED
12	TRANSACTION MODE	MT199/ PRE-ADVISE MT799/ BPU MT799/ MT760/ MT103
13	PAYMENT	PAY ORDER BPU MT799 – SWIFT MT103
14	DELIVERY	BY SWIFT MT760

PROCEDURES:

- BENEFICIARY SUBMITS TO PRINCIPAL A SIGNED **BG-SBLC LOI** TOGETHER WITH COMPLIANCE DOCUMENTS:
 - CLIENT INFORMATION SHEET (CIS)
 - STATEMENT OF NON-SOLICITATION OF FUNDS
 - IRREVOCABLE FEE PROTECTION AGREEMENT COVERING ALL IDENTIFIED BENEFICIARIES FOR BOTH SIDES
 - CLEAR COLOR COPY OF THE BENEFICIARY SIGNATORY'S PASSPORT
 - CERTIFICATE OF INCORPORATION
- AFTER DUE-DILIGENCE APPROVAL, BENEFICIARY WILL FIRST RECEIVE A WRITTEN EMAIL FROM LONDON BASED SBLC PROVIDER CONFIRMING WHAT THE SBLC CONTRACT AMOUNT HAS BEEN APPROVED FOR AND TRANCHE SCHEDULE. THE SBLC TRANCHE SCHEDULE WILL START FROM 50M - 250M EURO.
- AFTER DUE-DILIGENCE APPROVAL, THE BENEFICIARY WILL SECONDLY RECEIVE FROM THE INVESTMENT BANKER WHO IS PART OF THE PROVIDER GROUP AN **SBLC APPLICATION** TEMPLATE CONTAINING: a. THE APPROVED CONTRACT AMOUNT b. SBLC TRANCHE SCHEDULE c. THE BENEFICIARY CIS AND PASSPORT.
- THE BENEFICIARY COMPLETES THE REST OF THE **BG-SBLC APPLICATION** STATEMENTS: a. ACCEPTING THE SBLC PRICE. b. MY BANK WILL ACCEPT THE CORPORATE INVOICE ACCEPTANCE COMING c. MT799 BPU DECLARATIONS. The SBLC APPLICATION TEMPLATE MUST BE RETURNED ON BENEFICIARY'S LETTERHEAD & SENT TO THE INVESTMENT BANKER VIA E-MAIL.
- AFTER SUCCESSFUL BENEFICIARY DUE-DILIGENCE AND **BG-SBLC APPLICATION** SUBMISSION TO THE PRINCIPAL GROUP, THE PROVIDER WILL PREPARE A FUNDING DEED OF AGREEMENT OR **DOA** FOR COUNTERSIGNING.
- AFTER **DOA** SIGNING, BOTH PARTIES **MAY** LODGE THE FUNDING **DOA** WITH THEIR RESPECTIVE BANKS. THIS SIGNED **DOA** BECOMES THE LEGALLY BINDING CONTRACT (DEED OF AGREEMENT) BETWEEN THE PARTIES.

7. THE PRINCIPAL WILL ISSUE A CORPORATE INVOICE TO THE BENEFICIARY'S BANK SHOWING THE ALL-INCLUSIVE AMOUNT OF THE BG-SBLC PRICE AND COMMISSION TO BE PAID AFTER THE BG-SBLC HAS BEEN DELIVERED VIA SWIFT. THE BENEFICIARY'S BANK WILL SEND A WRITTEN CONFIRMATION BY **MT199** TO THE PRINCIPAL BANK STATING THAT "IT IS RWA TO RECEIVE THE BG-SBLC MT799 PRE-ADVISE FROM PRINCIPAL AND WILL SEND BACK MT799 BPU VERBIAGE TO PRINCIPAL TO GUARANTEE PAYMENT FOR THE CORPORATE INVOICE AFTER DELIVERY OF BG-SBLC."
8. WITHIN THREE (3) BANKING DAYS, THE PRINCIPAL'S BANK WILL ISSUE THE PRE-ADVICE VIA SWIFT **MT799** CONFIRMING THAT THE INSTRUMENT WILL BE DELIVERED AGAINST THE ISSUANCE OF BPU (BANK PAYMENT UNDERTAKING) VIA SWIFT **MT799** BY THE BENEFICIARY'S BANK AND PROVIDING SWIFT COPY VIA BANK EMAIL.
9. WITHIN FIVE (5) BANKING DAYS AFTER PRINCIPAL'S BANK RECEIVES AND AUTHENTICATES **BPU SWIFT MT799**, THE PRINCIPAL'S BANK DELIVERS THE SBLC VIA SWIFT **MT760** PROVIDING THE COPY VIA BANK E-MAIL.
10. WITHIN SEVEN (7) BANKING DAYS AFTER THE SBLC IS DELIVERED AND RECEIVED BY SWIFT MT760 AND IS AUTHENTICATED, THE BENEFICIARY'S BANK WILL ACTIVATE THE **BANK PAYMENT UNDERTAKING (XX% BPU)** AND PAY THE PRINCIPAL VIA SWIFT MT103. THE HARD COPIES OF THE SBLC TO BE DELIVERED VIA BANK BONDED COURIER TO THE BENEFICIARY'S BANK WITHIN SEVEN (7) DAYS AFTER THE PAYMENT BEING RECEIVED BY PRINCIPAL'S BANK.
11. THE BENEFICIARY PAYS XXXXXXXX PERCENT ALL INCLUSIVE (XX% + 2%) OF FACE VALUE OF EACH TRANCHE, AS PER THE RELEVANT IRREVOCABLE FEE PROTECTION AGREEMENT (ANNEX 4).
12. ALL SUBSEQUENT TRANCHES WILL BE BASED ON THE SAME PROCEDURE, UNTIL THE AGREED AMOUNT OF THE CONTRACT WITH PRINCIPAL WILL BE COMPLETED, OR THE COLLATERAL OR FUNDS BECOME EXHAUSTED.
13. ANY UNAUTHORIZED BANK CALLS WITHOUT AGREEMENT BETWEEN PARTIES, PROBES OR COMMUNICATIONS, OR AN IMPROPER SOLICITATION OR DISCLOSURE INVOLVING ANY OF THE BANKS CONCERNED IN THIS TRANSACTION WILL RESULT IMMEDIATE CANCELLATION OF THIS TRANSACTION AND SUBJECT THE VIOLATING PARTY TO DAMAGES.

PRINCIPAL'S BANKING COORDINATES

1. PRINCIPAL'S BANKING COORDINATES TO RECEIVE – BCL MT799, BPU MT799 & PAYMENT MT103 for XX%

BANK NAME	:	HSBC BANK PLC
BANK ADDRESS	:	8 CANADA SQUARE, E14 5HQ LONDON, UK
SWIFT CODE	:	MIDLGB22
ACCOUNT HOLDER	:	
ACCOUNT NO.	:	
BANK OFFICER NAME	:	
BANK OFFICER EMAIL	:	
BANK OFFICER PHONE / FAX	:	

2. PRINCIPAL'S BANKING COORDINATES TO ISSUE - SWIFT MT799 PRE-ADVICE & MT760 SBLC INSTRUMENT

BANK NAME	:	HSBC BANK PLC
BANK ADDRESS	:	8 CANADA SQUARE, E14 5HQ LONDON, UK
SWIFT CODE	:	MIDLGB22
ACCOUNT HOLDER	:	
ACCOUNT NO.	:	
BANK OFFICER NAME	:	
BANK OFFICER EMAIL	:	
BANK OFFICER PHONE /FAX	:	

3. PAYMASTER BANKING COORDINATES TO RECEIVE 2% COMMISSIONS VIA SWIFT MT 103:

BENEFICIARY	:	TBD, PAYMASTER
BANK NAME	:	TBD
BANK ADDRESS	:	TBD
SWIFT CODE	:	TBD
ACCOUNT NAME	:	TBD
BANK OFFICER	:	TBD – ASSISTANT VICE PRESIDENT

Dated on _____, 2019, for and on behalf of _____

Company Name:
Represented by:
Nationality:
Passport No:
Expire Date:

BENEFICIARY'S BANKING COORDINATES

1. BENEFICIARY'S BANKING COORDINATES TO ISSUE BPU MT799 & PAYMENT MT103 for XX%

BANK NAME:	:	
BANK ADDRESS:	:	
SWIFT CODE:	:	
ACCOUNT NAME:	:	
ACCOUNT NO. EUR:	:	
ACCOUNT HOLDER	:	
BANK OFFICER NAME	:	
BANK OFFICER PHONE /FAX	:	

2. BENEFICIARY'S BANKING COORDINATES TO RECEIVE - PRE-ADVICE MT799 & BG-SBLC MT760

BANK NAME:	:	
BANK ADDRESS:	:	
SWIFT CODE:	:	
ACCOUNT NAME:	:	
ACCOUNT NO. EUR:	:	
ACCOUNT HOLDER	:	
BANK OFFICER NAME	:	
BANK OFFICER PHONE /FAX	:	

Dated on _____ 2018 for and on behalf of _____

Name / Title: MR.

Company:

Passport Number:

Date of Issue:

Date of Expiry:

Country of Issuance:

GENERAL PROVISIONS & CONDITIONS:

The **BENEFICIARY** and the **PRINCIPAL** do hereby agree and mutually acknowledge to each other as follows:

1. **Parties** are not allowed to contact the other Party's bank without express written permission. Any Party attempting to do so will lead to cancellation of this Agreement and invoke the penalties described in Paragraph 16, below. For greater clarity, any telephone calls, facsimile or other prohibited forms of communication shall cause the immediate cancellation of this transaction and incur a liability for damages on the part of the breaching Party.
2. After the **PRINCIPAL** countersigns the Funding DOA, the DOA becomes a legally binding Contract (Deed of Agreement) between both parties and delivers it to the **PRINCIPAL's** Bank's coordinates indicated in this document according to the mentioned procedure. **If the BENEFICIARY's bank does not issue this aforementioned SWIFT within Seven (7) calendar days after date of countersigned DOA by the PRINCIPAL, the result will be an immediate cancellation of this transaction as well as subject the violating party to damages as mentioned in Paragraph 3 below.**
3. **As** mentioned in the Procedures above, should the **BENEFICIARY** default to pay the BG/SBLC purchase price to the **PRINCIPAL** as agreed upon confirmation of BG MT760 in the **BENEFICIARY's** bank account, the **PRINCIPAL** will instruct the issuing bank to place a claim on the BG/SBLC thereby obliging the **BENEFICIARY's** Bank to return the BG/SBLC to the Issuing Bank.
4. **Each** Party warrants and represents that it has full power and authority to enter into this Agreement and to perform the transaction as per the terms stated herein.
5. **The** Parties agree that the Non-Circumvention / Non-Disclosure rules of all issues from the (International Chamber of Commerce) ICC up to and including the latest edition apply and shall remain effective for a period of five years from the date of execution of this Agreement. All information contained herein including banking information and codes are privileged information and represent the sole property of the Party from which they originate.
6. **The** terms of this Agreement are binding upon the Parties whose signatures appear herein. The Parties to this Agreement and their respective employees, agents, associates/affiliates, transferees, assignees or designees agree to be bound by the Non-Circumvention / Non-Disclosure and Force Majeure provisions of the ICC as mentioned in Paragraph 5 above.
7. **This** Agreement is subject to the domestic laws of any country properly having jurisdiction over the subject-matter of this Agreement. The Parties agree that they will strive to resolve all disputes amicably. All disputes arising out of or in connection with the present Agreement that cannot be resolved amicably shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in Paris, France, by one or more arbitrators appointed in accordance with the said Rules. The language of Arbitration shall be English and the governing law shall be the law of United Kingdom (England). The arbitration award shall be considered as final and shall be binding upon both Parties. The arbitration fee shall be paid by the losing Party.
8. **Neither** Party may assign, transfer or delegate its interest or duties without prior written consent of the other Party. No modification, amendment or supplement of this Agreement shall be binding unless it is in writing and signed by both the **BENEFICIARY** and the **PRINCIPAL**.
9. **If any** provision of this Agreement shall be or becomes prohibited or invalid under any applicable law, rule or regulation, then such provision shall be deemed ineffective to the extent of such prohibition or invalidity only, without thereby invalidating any of the remaining terms or provisions of this Agreement.
10. **Neither** Party hereto is making any representation regarding the tax consequences, if any, of the transactions envisaged herein. It is understood that the **BENEFICIARY** and the **PRINCIPAL** individually accept responsibility and liability for any/all taxes, imposts, levies, duties or charges that may be applicable in the execution of their respective roles and the discharge of this Agreement.
11. **The** **BENEFICIARY** and the **PRINCIPAL** shall be responsible only for those commissions/fees that they have

respectively agreed, in writing, to pay.

12. **Each** Party shall indemnify and hold harmless the other Party against any and all claims, demands, damages or expenses of any nature arising out of the execution or implementation of this Agreement for a period beginning with the execution of this Agreement and ending three (3) years after the date of the completion of all acts contemplated in this Agreement.
13. **The** Parties hereby agree that the Parties have entered into this private transaction at their sole discretion and no one Party has solicited the other Party in any way; neither can it be considered as solicitation of funds. This transaction is strictly of a private nature between the private Parties which is being defined by this private Agreement. This transaction does not and shall not be interpreted as the sale of securities as defined by the Securities Act of 1933/34 of the United States of America as amended and/or any other laws of any other nation related to the securities transaction. This transaction/Agreement is exempted from the Securities Act and would not be required to be registered with any authority or with any government body department.
14. **This** Agreement embodies the entire understanding of the Parties hereto. There is no other Agreement, understandings, representations or warranties, whether written or oral, in effect between the Parties. The Parties acknowledge that this Agreement is the sole governing document between the Parties. The Parties agree that this Agreement supersedes any and all prior correspondence, Agreements or drafts, which shall be null and void and of no further force and effect.
15. **All** terms, condition and closing procedures of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, legal representative, successor and assigns.
16. **These** documents may be signed in counterparts, which when taken together shall constitute an original. **This document may also be transmitted by facsimile or email and shall be deemed as original** for the purposes of enforceability. The Parties declare that they have read this entire Agreement and have clearly understood the same to its fullest.
17. **By** signing this DOA, both parties agree under the laws and trading guidelines set forth by the ICC that they are ready willing and able to complete this transaction under the terms and conditions stated within this letter of intent.
18. **EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:**
 - 1-Incorporate U.S. Public Law 106-229," Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and;
 - 2-ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT);
 - 3-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.
19. **The** BENEFICIARY hereby acknowledges and confirms that neither the Collateral Provider nor their associates, nor any person on their behalf solicited him/her in any way whatsoever that can be construed to be a solicitation herein. Both parties hereby confirm with full authority that the above terms are agreed and acceptable.

CORPORATE INVOICE

CONTRACT AMOUNT _____ MILLION EUROS (€XXX,000,000.00)

SBLC BENEFICIARY

NB	DATE	AMOUNT OF FACE VALUE	% FACE VALUE		SALE PRICE
1	SBLC-STANDBY LETTER OF CREDIT	€100,000,000.00	XX%		XXX,000,000.00 EUR
	ISSUING BY	MATURITY	TERM		FACE VALUE
2	HSBC, London	1 YEAR and 1 DAY with prolongation up to 10 Years	100%		XXX,000,000.00 EUR
	AGE	FORMAT URDG 758	BACKED	TOTAL %	NET PRICE WITH FEES
3	FRESH CUT	ICC 500/600	CASH	XX%+2%	XXX,000,000.00 EUR
TOTAL WITH FEES BY SWIFT PAYMENT MT103					XXX,000,000.00 EUR

Dated on this _____, 2019, for and on behalf of _____

Company Name:

Represented by:

Nationality:

Passport No:

Expire Date:

CLIENT (BENEFICIARY) INFORMATION SHEET

In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, concerning the prevention of money laundering, and Article 305 of the Swiss Criminal Code, the following information may be supplied to banks and/or other financial institutions for the purpose of verification of identity and activities of the Principal, and the nature and origin of the funds that are to be utilized. All parties have an obligation for professional discretion and to take all appropriate precautions to protect the confidentiality of the information each holds in respect of the others' activities. This legal obligation shall remain in full force and effect at all times.

NB	In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Marketing Commission Circular of December 1998, concerning the prevention of money laundering, the following information may be supplied to banks and/or other Federal Institutions for purposes of verification.		
1	Date:	:	
2	Client Name (Signatory)	:	
3	Citizenship	:	
4	Passport Number	:	
5	Passport Issue /Expire Date	:	
6	Federal ID Number	:	
7	Date of Birth /Date	:	
8	Home Address	:	
9	Home Fax Number	:	
10	Home Telephone Number	:	
11	Cellular Phone Number	:	
12	Email Address	:	
13	Skype ID	:	
14	Business Name	:	
15	Business Address	:	
16	Registered Office	:	
17	Registration Number	:	
18	Business Fax Number	:	
19	Business Phone Number	:	
20	Email Address	:	
21	BANK NAME	:	
22	Branch and Branch Address	:	
23	Bank Officer's Name	:	
24	Telephone Number(s)	:	
25	Fax Number	:	
26	Bank Officer Email	:	
27	Account Name	:	
28	Account Signatory Name	:	
29	Account Number	:	

30	SWIFT CODE	:	
36	Lawyer Name	:	
37	Lawyers Phone	:	
38	Lawyers Address	:	
39	Accountants Name	:	
40	Accountants Phone	:	
41	Accountants Address	:	

AFFIRMATION:

Declaration: I hereby swear under the full penalty of perjury, that the information provided herein is both true and accurate. I am in control of the assets stated above, and have signatory authority on the aforementioned bank account and have full authority to execute all contracts and agreements relating to pledging the assets for a loan. The funds are in full compliance with the anti-money laundering policies set forth by the Financial Action Task Force (FATF) 6/01.

CONFIRMED AND APPROVED BY THE BUYER:

Dated on this, __ , 2019 for and on behalf of _____

Name / Title: MR.
Company:
Passport Number:
Date of Issue:
Date of Expiry:
Country of Issuance:

STATEMENT OF NON-SOLICITATION OF FUNDS

Date: __, 2019

I, Mr. _____, as Account Holder and Signatory, do hereby confirm that I have requested of you and your organization, specific confidential information and documentation on behalf of myself regarding currently available Project funding to serve only my interest, education, and not for further distribution.

I hereby agree that all information received from you is in direct response to my request, and is not in any way considered or intended to be a solicitation of any sort, or any type of offering, and for my general knowledge only. I hereby affirm under penalty of perjury, that I have requested this information from you and your organization of my choice and free will and further, and that you have not solicited me in any way.

I hereby represent that I am not an informant, nor am I associated with any government agency of the United States of America, or any other country, such as the Secret Service, Internal Revenue Service, Federal Bureau of Investigation, Central Intelligence Agency, Securities and Exchange Commission, Banking Commission, nor any agency whose purpose is to gather information regarding such offerings.

I understand that the contemplated transaction is strictly one of private placement, and is in no way relying upon, or relating to, the United States Securities Act of 1933, as amended, or related regulations, and does not involve the sale of securities.

Further, I hereby declare that you have disclosed that you are not a licensed Security trader, attorney, bank officer, certified public accountant or financial planner. Any information, work or service conducted hereunder is that of a private individual and that this is a project funding transaction that is exempt from the Securities Act and not intended for the general public but Private Use only.

The facsimile transmission of this document shall be considered a binding and enforceable instrument, treated as original copy. Original may be obtained upon request.

Dated on this, __, 2019 for and on behalf of _____

Name / Title: MR.

Company:

Passport Number:

Date of Issue:

Date of Expiry:

Country of Issuance:

ANNEX 1 - SWIFT MT799 PRE-ADVISE OF BANK GUARANTEE

SENDER :
ADDRESS :
SWIFT CODE :
ACCOUNT NAME :
ACCOUNT NUMBER :
BANK OFFICER :
REVEIVER :
ADDRESS :
SWIFT CODE :
ACCOUNT NAME :
ACCOUNT NUMBER :
BANK OFFICER :
REFERENCE : FOR THE BENEFIT OF
BANK GUARANTEE NO. :
CURRENCY : EURO
AMOUNT : _____ HUNDRED MILLION (____,000,000.00)
ISSUING BANK :
ISSUE DATE :
MATURITY DATE :
EXPIRY DATE :
TRANSACTION CODE :

WE, **BANK**, WITH REGISTERED ADDRESS AT **ADDRESS** _____, REPRESENTED BY THE UNDERSIGNED OFFICERS, HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY AND LIABILITY ON BEHALF OF OUR CLIENT _____, ACCOUNT NO. [_____] THAT WE ARE READY, WILLING AND ABLE TO DELIVER, VIA SWIFT MT760 PER THE ATTACHED WORDING, **ONE (1)**, BANK GUARANTEE, IN ACCORDANCE WITH ICC PUBLICATION NO.758 ISSUED BY IN FAVOR OF _____ **BANK** ACCOUNT NUMBER _____ FOR THE BENEFIT OF **[BENEFICIARY NAME]**. WITH A PRINCIPAL FACE VALUE OF _____ **HUNDRED MILLION EURO (€____,000,000.00)** WITH VERBIAGE CONTAINED HEREIN OF THIS TRANSMISSION.

WE FURTHER CONFIRM THAT THE BANK GUARANTEE IS CASH-BACKED AND IS ASSIGNABLE, TRANSFERABLE, DIVISIBLE, IRREVOCALE AND UNCONDITIONALLY CALLABLE UPON MATURITY.

PLEASE CONFIRM, VIA SWIFT THAT YOU ARE READY TO RECEIVE AND FUND THE BANK GUARANTEE.

YOURS FAITHFULLY,
FOR AND ON BEHALF OF _____ BANK
ADRESS _____

AUTHORIZED BANK OFFICER 1
<NAME, TITLE, PIN CODE>

AUTHORIZED BANK OFFICER 2
<NAME, TITLE, PIN CODE>

ANNEX 2 - SWIFT MT799 ICBPO – BANK PAYMENT UNDERTAKING (BPU)

DATE :
FROM :
ADDRESS :
SWIFT CODE :
BY ORDER OF OUR CLIENT :
ACCOUNT NAME :
ACCOUNT NUMBER :
TO :
SWIFT CODE :
TRANSACTION CODE :
ACCOUNT NAME :
ACCOUNT NUMBER :

AT THE REQUEST OF OUR CLIENT, <**BENEFICIARY NAME**> FOR THE BENEFIT OF <**PRINCIPAL NAME**>, WE, **BANK**, HEREBY IRREVOCABLY CONFIRM THAT WE ARE PREPARED TO UNDERTAKE THE FOLLOWING:

- (1) TO RECEIVE, VIA SWIFT MT760 INTO OUR CLIENT'S ABOVE-LISTED ACCOUNT, _____ **HUNDRED MILLION EURO (€____,000,000.00)** CASH-BACKED, ASSIGNABLE, TRANSFERABLE, DIVISIBLE, IRREVOCABLE AND UNCONDITIONAL BANK GUARANTEE ("€ _____ M BG-SBLC"); AND,
- (2) TO SWIFT TRANSFER A PRINCIPAL AMOUNT OF _____ **MILLION EURO (€____,000,000.00)** WITHIN FIVE (5) EUROPEAN BANKING DAYS TO THE BELOW-LISTED ACCOUNT AFTER SUCCESSFULLY RECEIVING AND AUTHENTICATING THE **€_____ M BANK GUARANTEE** DELIVERED VIA SWIFT MT760 TO OUR CLIENT'S ABOVE ACCOUNT.

BANK NAME :
ACCOUNT NUMBER :
ACCOUNT NAME :
SWIFT CODE :

WE, HEREBY CONFIRM THAT THE _____ **MILLION EURO (€____,000,000.00)** ARE GOOD, CLEAN AND CLEARED FUNDS DERIVED FROM A LEGAL SOURCE.

YOURS FAITHFULLY,

FOR AND ON BEHALF OF **BANK- ADDRESS**

AUTHORIZED BANK OFFICER 1
<NAME, TITLE, PIN CODE>

AUTHORIZED BANK OFFICER 2
<NAME, TITLE, PIN CODE>

ANNEX 3 - SWIFT MT760 DELIVERY BG VERBIAGE TEXT

RECEIVER'S BANK DETAILS :
BANK NAME :
BANK ADDRESS :
SWIFT CODE :
ACCOUNT NAME :
ACCOUNT NUMBER :
BANK OFFICER :
SENDER'S BANK DETAILS :
BANK NAME :
BANK ADDRESS : ,
BANK ACCOUNT NAME :
BANK SWIFT CODE :
BANK ACCOUNT NO. :
BANK OFFICER :
BG DETAILS :
BANK GUARANTEE No. :
CURRENCY : EURO
AMOUNT : _____,000,000.00
DATE OF ISSUE :
DATE OF MATURITY :
PLACE OF ISSUE :
BENEFICIARY :
TRANSACTION CODE :

For Value Received, We, The Undersigned _____ **Bank** , Address _____ Hereby Irrevocable And Unconditionally , Without Protest Or Notification , Promise To Pay Against This Guarantee On First Demand , To The Order Of _____, Or His Assigns , The Bearer Or Holder Hereof , The Sum Of _____ **Euros Only (€ XXX,000,000.00 only)** In The Lawful Currency of The European Union , Upon Presentation And Surrender Of This Guarantee At our Offices in _____, At Maturity Date In One Year And One Day From <dd/mm/2019>

Such Payment Shall Be Made Without Set Off, Free And Clear Of Any Deduction Or Charged, Fees, Or Withholdings Of Any Nature And Being This Guarantee Valid Until _____ Days After Maturity Date And Expires Automatically And In Full If Your Written Request For Payment Made By SWIFT or Tested TELEX Message Is Not In Our Possession On Or Before That Date.

This Bank Guarantee Is Cash-Backed, Transferable, Assignable, Irrevocable and Divisible Without Presentation To Us Or Payment Of Any Transfer Or Assignable Or Divisible Fee.

This Guarantee Is Subject to The Uniform Rules For Demand Guarantee Of The International Chamber Of Commerce (Publication No. **758**) And Any Dispute Arising There From Shall Be Settled Exclusively By The ICC International Court Of Arbitration (Paris France).

This Cable Is an Operative Instrument, All Charges are for The Account Of The Applicant.

This Letter of Guarantee Expires On <dd/mm/2019>

_____ BANK

Address _____

AUTHORIZED BANK OFFICER 1
<NAME, TITLE, PIN CODE>

AUTHORIZED BANK OFFICER 2
<NAME, TITLE, PIN CODE>

ANNEX 4 - IRREVOCABLE FEE PROTECTION AGREEMENT

Irrevocably and unconditionally, without protest, demand or delay, I, Mr. _____, the undersigned, promise and guarantee the payment of **Two Percent (2%)** of the face value of the instruments, for the benefit of being hereinafter called collectively the "beneficiaries" and individually a "Beneficiary".

The said payment shall be paid upon the successful closing of each and every tranche concurrently with each payment of the instruments purchased by us. Further, the said consultancy fees shall be paid in good, clean clear and unencumbered Euros and delivered, via wire transfer, to your designated bank account coordinates.

This "Fee Agreement-Pay Order" is unconditional, assignable and divisible. This "Fee Agreement-Pay Order" shall endure to the benefit of the beneficiaries and their respective heirs, administrators, successors and assigns, as the case may be, and shall be binding and enforceable upon us, our successors and assigns as the case may be, until this transaction, including any renewals, extensions and additions are fully completed.

This Fee Agreement-Pay Order, if transmitted by facsimile or electronic mail shall be considered an original, legally enforceable document.

Generally recognized international standards of non-circumvention and non-disclosure are applicable for a period of 5 (five) years from the date of this document or the last date of the contract including any renewals, extensions and additions are fully completed and we agree to respect those and even if signed separately, is incorporated hereto by reference.

We hereby declare that we are fully aware that the information received from you is in direct response to our request and is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, and is intended for our general knowledge only. We hereby affirm, under penalty of perjury, that we have requested information from you and your organization by our choice and free will, and further that you have not solicited us in any way. Intermediaries are NOT Advisors of any kind.

Parties to this agreement are independent contractors and all contemplated payments and/or disbursements hereunder are divided interests. Nothing in this agreement construes or creates a partnership or employer/employee relationship between or among the parties hereto. All taxes, federal, state or other are the independent responsibility of each of the parties hereto.

The transaction code may be amended only by agreement between all parties hereto, to wit, BENEFICIARY, PRINCIPAL and Beneficiaries. This transmission via facsimile will be accepted as an original and I confirm that I have full personal and corporate authority to execute this Pay Order which will become an Irrevocable Conditional Bank Payment Undertaking (BPU) as per contract terms herein.

Irrevocable Fee Protection/Irrevocable Pay order of Two Percent (2%) of the face value from each and every tranche of this transaction, including any rolls or extensions, to be paid to as follows:

TOTAL PAYMENT OF XXXXX [XX.0%] PERCENT ALL INCLUSIVE SENT TO THE FOLLOWING BENEFICIARY WITH ROLLS AND EXTENSIONS

6. PRINCIPAL'S BANKING COORDINATES TO RECEIVE BPU and XX% VIA SWIFT MT 103:

BANK NAME	:	HSBC BANK PLC
BANK ADDRESS	:	8 CANADA SQUARE, E14 5HQ LONDON, UK
SWIFT CODE	:	MIDLGB22
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
BANK OFFICER NAME	:	

1) **SELLER'S SIDE : CLOSED**

ONE PERCENT (1%) OF THE FACE VALUE OF EACH AND EVERY TRANCHE INCLUDING ALL ROLLS AND EXTENSIONS TO BE PAID TO THE FOLLOWING PAYMASTER

TOTAL COMMISSION	:	
PAYMASTER NAME	:	
PAYMASTER ADDRESS	:	
PASSPORT NUMBER	:	
PAYMASTER TELEPHONE	:	
PAYMASTER FAX	:	
PAYMASTER EMAIL	:	
BANK NAME	:	
BANK ADDRESS	:	
BANK OFFICER NAME	:	
BANK TELEPHONE	:	
BANK FAX	:	
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
ABA ROUTING	:	
S.W.I.F.T CODE	:	
BENEFICIARY	:	
SPECIAL INSTRUCTION	:	Same Day Transfer and Immediate Credit - CURRENCY: Euro or US Dollars. All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to: _____ for legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank
REQUIRED MESSAGE	:	<u>Text Message:</u> The S.W.I.F.T. or Clear Stream text message covering all remittances shall clearly state the following: "THE REMITTER IS KNOWN TO US. FUNDS ARE CLEAN AND CLEAR OF NON-CRIMINAL ORIGIN. THIS IS DONE WITH FULL BANKING RESPONSIBILITY AND WE ARE SATISFIED AS TO THE SOURCE OF FUNDS SENT TO US." FOR SAME DAY SETTLEMENT.
NOTICE	:	PAYMASTER RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANYTIME BY PROVIDING WRITTEN REQUEST TO THE PAYOR

2) **BUYER'S SIDE : (OPEN)**

ONE PERCENT (1%) OF THE FACE VALUE OF EACH AND EVERY TRANCHE INCLUDING ALL ROLLS AND EXTENSIONS TO BE PAID TO THE FOLLOWING PAYMASTERS :

2.1) BUYER'S INTERMEDIARIES GROUP 1 BANK COORDINATES TO RECEIVE (50%) OF ONE (1%) PERCENT SBLC'S FACE VALUE

TOTAL COMMISSION	:	
PAYMASTER NAME	:	
PAYMASTER ADDRESS	:	
PASSPORT NUMBER	:	
PAYMASTER TELEPHONE	:	
PAYMASTER FAX	:	
PAYMASTER EMAIL	:	
BANK NAME	:	
BANK ADDRESS	:	
BANK OFFICER NAME	:	
BANK TELEPHONE	:	
BANK FAX	:	
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
ABA ROUTING	:	
S.W.I.F.T CODE	:	
BENEFICIARY	:	
SPECIAL INSTRUCTION	:	Same Day Transfer and Immediate Credit - CURRENCY: Euro or US Dollars. All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to: _____ for legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank
REQUIRED MESSAGE	:	Text Message: <i>The S.W.I.F.T. or Clear Stream text message covering all remittances shall clearly state the following: "THE REMITTER IS KNOWN TO US. FUNDS ARE CLEAN AND CLEAR OF NON-CRIMINAL ORIGIN. THIS IS DONE WITH FULL BANKING RESPONSIBILITY AND WE ARE SATISFIED AS TO THE SOURCE OF FUNDS SENT TO US." FOR SAME DAY SETTLEMENT.</i>
NOTICE	:	PAYMASTER RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANYTIME BY PROVIDING WRITTEN REQUEST TO THE PAYOR

2.2) BUYER'S INTERMEDIARIES GROUP 2 BANK COORDINATES TO RECEIVE (25%) OF ONE (1%) PERCENT SBLC'S FACE VALUE

TOTAL COMMISSION	:	
PAYMASTER NAME	:	
PAYMASTER ADDRESS	:	
PASSPORT NUMBER	:	
PAYMASTER TELEPHONE	:	
PAYMASTER FAX	:	
PAYMASTER EMAIL	:	
BANK NAME	:	
BANK ADDRESS	:	
BANK OFFICER NAME	:	
BANK TELEPHONE	:	
BANK FAX	:	
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
ABA ROUTING	:	
S.W.I.F.T CODE	:	
BENEFICIARY	:	
SPECIAL INSTRUCTION	:	Same Day Transfer and Immediate Credit - CURRENCY: Euro or US Dollars. All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to: _____ for legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank
REQUIRED MESSAGE	:	<u>Text Message:</u> The S.W.I.F.T. or Clear Stream text message covering all remittances shall clearly state the following: "THE REMITTER IS KNOWN TO US. FUNDS ARE CLEAN AND CLEAR OF NON-CRIMINAL ORIGIN. THIS IS DONE WITH FULL BANKING RESPONSIBILITY AND WE ARE SATISFIED AS TO THE SOURCE OF FUNDS SENT TO US." FOR SAME DAY SETTLEMENT.
NOTICE	:	PAYMASTER RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANYTIME BY PROVIDING WRITTEN REQUEST TO THE PAYOR

2.3) BUYERS INTERMEDIARIES GROUP 3 BANK COORDINATES TO RECEIVE (25%) OF ONE (1%) PERCENT SBLC'S FACE VALUE

TOTAL COMMISSION	:	
PAYMASTER NAME	:	
PAYMASTER ADDRESS	:	
PASSPORT NUMBER	:	
PAYMASTER TELEPHONE	:	
PAYMASTER FAX	:	
PAYMASTER EMAIL	:	
BANK NAME	:	
BANK ADDRESS	:	
BANK OFFICER NAME	:	
BANK TELEPHONE	:	
BANK FAX	:	
ACCOUNT NAME	:	
ACCOUNT NUMBER	:	
ABA ROUTING	:	
S.W.I.F.T CODE	:	
BENEFICIARY	:	
SPECIAL INSTRUCTION	:	Same Day Transfer and Immediate Credit - CURRENCY: Euro or US Dollars. All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to: _____ for legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank
REQUIRED MESSAGE	:	Text Message: The S.W.I.F.T. or Clear Stream text message covering all remittances shall clearly state the following: "THE REMITTER IS KNOWN TO US. FUNDS ARE CLEAN AND CLEAR OF NON-CRIMINAL ORIGIN. THIS IS DONE WITH FULL BANKING RESPONSIBILITY AND WE ARE SATISFIED AS TO THE SOURCE OF FUNDS SENT TO US." FOR SAME DAY SETTLEMENT.
NOTICE	:	PAYMASTER RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANYTIME BY PROVIDING WRITTEN REQUEST TO THE PAYOR

WE RESERVE THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANYTIME BY PROVIDING WRITTEN REQUEST TO THE UNDERSIGNED.

SIGNATURE PAGE

Dated on _____, 2019, for and on behalf of _____

Company Name:
Represented by:
Nationality:
Passport No:
Expire Date:

Dated on _____, 2019 for and on behalf of _____

Name / Title: MR.
Company:
Passport Number:
Date of Issue:
Date of Expiry:
Country of Issuance:

PRINCIPAL'S COLOR PASSPORT COPY

Dated on _____, 2019, for and on behalf of _____

Company Name:

Represented by:

Nationality:

Passport No:

Expire Date:

PRINCIPAL CERTIFICATE OF INCORPORATION

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PRINCIPAL

BENEFICIARY'S COLOR PASSPORT COPY

Dated on _____ , 2019 for and on behalf of _____

Name / Title: MR.

Company:

Passport Number:

Date of Issue:

Date of Expiry:

Country of Issuance:

BENEFICIARY CERTIFICATE OF INCORPORATION