

SBLC LEASE AGREEMENT (DEED OF AGREEMENT)

Contract Amount (Instrument Face Value):

This Bank Guarantee Lease Agreement/Deed of Agreement (from now onward "the Agreement"), is made and entered into this _____, by and between:

HOHM PLUS ASSETS CAPITAL LIMITED

Hereinafter referred to as "Lessor", on the one side,

And

	THE LESSEE INFORMATION
COMPANY NAME	:
REGISTERED ADDRESS	:
REGISTRATION No	:
REPRESENTED BY	:
DESIGNATION	:
PASSPORT No	:
COUNTRY OF ISSUE	:
DATE OF ISSUE	:
DATE OF EXPIRY	:
BUSINESS PHONE No	:
BUSINESS FAX No	:
EMAIL	:

I, _____ hereby swear, under penalty of perjury, that I am the Authorized to execute this Agreement, I am fully aware of this transaction and ready to fulfill THE THEREIN STATED OBLIGATIONS

Hereinafter referred to as "Lessee", on the other side.

The Lessee and the Lessor hereinafter being referred to singularly as the "Party" and collectively as the "Parties".

NOW, PREMISES CONSIDERED, the Parties hereby agreed to enter this Stand by Letter of Credit/Bank Guarantee ("SBLC/BG") Sales and Purchase Agreement (hereinafter referred to as the "**Agreement**") for the Lessor to sell and the Lessee to buy **SBLC/BG** specified hereto under the terms and conditions of this Agreement.

Instrument Description:

1. INSTRUMENT TYPE: SBLC /BG
2. TERM: OPERATIVE, IRREVOCABLE, ASSIGNABLE AND CONFIRMED
3. AGE: ONE YEAR AND ONE DAY
4. BANK: DETAILS
5. INTEREST RATE: ZERO COUPON
6. PRICE: ____ OF FACE VALUE
7. COMMISSION: ____ OF FACE VALUE
8. CURRENCY: _____
9. CONTRACT AMOUNT: _____ -
10. Tranche: _____
11. SUBSEQUENT TRANCHE: AS AGREED BY BOTH PARTIES
12. DELIVERY: _____
13. PAYMENT: _____

Procedure:

	Acting Party	
1	Lessee	Lessee fills in, initials, signs and submits this Agreement with: <ol style="list-style-type: none"> Client Information Sheet ("CIS") with full bank coordinates; A copy of Corporate Registration; A copy of Passport of the Authorized Signatory; Board Resolution; Non-Solicitation Statement; A proposed Tranche Schedule; Non-Circumvention, Non-Disclosure Agreement (NCNDA); IMFPA. Buyer bank account within bank instructed
2	Both Parties	After conducting initial due diligence and Within (2) two business days of this Agreement being executed by Lessee, Lessor shall fill it in initial, sign and close in pdf, making it binding to both parties. Both Parties shall then lodge this Agreement with their designated banks.
3	Provider	<p>Within three banking days of this Agreement being lodged with the two party's respective banks, the Seller's Bank shall carry out its official Due Diligence on the documents submitted and communicate to both Parties through bank secure email of their readiness and any further instructions they deem necessary for the Program to take effect. Bank will statutorily require Party 1 to open a Customer Status Account as instructed along with Prudential Regulation Authority (PRA) guidelines. Thereof Buyer should have a corporate account at stated bank. In case not having then provider will help client to open and activate the account. The client funds its own account and will send copy of wire to the provider to move forward.</p> <p>Thereafter, the Provider bank shall send a PRE-ADVICE SWIFT MT-799 (Exhibit A) to the Discounter's Bank. The PRE-ADVICE will contain the SBLC's specific information for the Buyer to verify and confirm the SBLC. Seller forwards a copy of the SWIFT MT799 Pre-Advice to the Buyer</p>
4	Lessee	No later than FIVE (5) banking days, Lessee will make Payment of 10% of Face Value to the lessor as instructed for processing of the MT760
5	Provider	<p>Within three banking days upon satisfactory receipt from Lessor, Lessor shall send the Bank Guarantee Swift MT760 (Exhibit B) to the Lessee's bank. Lessor forwards a copy of the SWIFT MT760 to the Lessee via e-mail: xxxxxxxxxxxxxxxxxx.</p>
6	Lessee	Within One (1) Banking Day of receipt of the SWIFT MT760 from Lessor , Lessee's bank shall authenticate and validate the SWIFT MT760 on Bank-to-Bank basis.
7	Provider	Within seven (7) banking days of receipt of the payment, the Lessor causes the Delivery of the Original Hard Copy via bank Bonded courier to the designated bank account of the Lessee .

8	Both Parties	Subsequent tranches shall be as per Tranche Schedule specified in this Agreement or as may be agreed upon between the Lessor and the Lessee . Subsequent tranches shall be as per the procedures above.
9	Both Parties	Any rolls and extensions have to be agreed upon between the Lessor and the Lessee bygone (1) week before the initial contract amount is exhausted.

- All payments must be “same value and validity date and for immediate credit”.
- All Commissions are paid by the Lessee
- This Agreement expires in FIVE (5) banking days if not executed by both Parties.

The Lessee’s Settlement Bank Coordinates receiving Swift MT799/ MT760:

BANK NAME	
BANK ADDRESS	
BANK TELEPHONE	
INVESTMENT ACC. NO.	
ROUTING NO:	
ACCOUNT HOLDER	
ACCOUNT SIGNATORY	
SWIFT CODE	
BANK OFFICER NAME	

AGREED & ACCEPTED

SIGNED _____

For and on behalf:

Authorized Signatory

Name :
Title :
Passport No. :
Nationality :
Issued Date :
Expiry Date :
Country of Issue :

The Lessee's Settlement Bank coordinates for issuing the payment of the agreed price:

BANK NAME	
BANK ADDRESS	
BANK TELEPHONE	
ACCOUNT NO.	
IBAN	
ACCOUNT HOLDER	
ACCOUNT SIGNATORY	
SWIFT CODE	
BANK OFFICER NAME	
BENEFICIARY OF SBLC	

THE LESSEE RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANYTIME BY PROVIDING WRITTEN REQUEST TO THE UNDERSIGNED; THE RECEIVING BANK CAN BE DIFFERENT TO SENDING BANK.

The Lessor's Bank Coordinate for receiving the payment MT103 of the agreed price:8+2

BANK NAME	:	
BANK ADDRESS	:	
BANK TELEPHONE	:	
BANK EMAIL	:	
ACCOUNT NO.		
IBAN	:	
ACCOUNT HOLDER	:	
ACCOUNT SIGNATORY	:	
SWIFT CODE	:	
BANK OFFICER NAME	:	
BANK OFFICER'S EMAIL	:	
BENEFICIARY OF BG	:	

The Lessor's Bank Coordinate send MT799 and Issuing SBLC MT760

BANK NAME	:	
BANK ADDRESS	:	
BANK TELEPHONE	:	
BANK EMAIL	:	
ACCOUNT NO.	:	
IBAN	:	
ACCOUNT HOLDER	:	
ACCOUNT SIGNATORY	:	
SWIFT CODE	:	
BANK OFFICER NAME	:	
BANK OFFICER'S EMAIL	:	

NO COMMUNICATION IS TO BE MADE TO EITHER BANKS BY ANY PARTY DIRECTLY OR INDIRECTLY. SUCH AN ACT WILL BE CONSIDERED A CRIMINAL OFFENCE. ANY UNAUTHORIZED BANK CALLS, PROBES OR COMMUNICATIONS IN AN IMPROPER WAY TO THE BANK(S) IN THIS TRANSACTION SHALL BE CAUSE FOR IMMEDIATE TERMINATION OF THIS AGREEMENT AND APPROPRIATE ACTION FILED AGAINST THE OFFENDING PARTY.

NON-SOLICITATION

Lessee hereby confirms and declares that Lessor, its associates or representatives or any person or persons on its behalf has/have never ever solicited Lessee, its shareholders or associates or representatives in any way whatsoever that can be construed as a solicitation for this transaction or for future transactions.

FORCE MAJEURE

Any delay in or failure of performance by either party of their respective obligations under this agreement shall constitute a breach hereunder and will give rise to claims for damages if, and to the extent that such delays or failures in performance are not caused by events or circumstance beyond the control of such party. The term "Beyond the Control of Such Party" Include Act of War, Rebellion, Fire, Flood, Earthquake or other natural disasters. Any other cause not within the control of such party or which is by exercise of reasonable diligence, the party will be unable to foresee or prevent or remedy.

NON-CIRCUMVENTION, NON-DISCLOSURE

The undersigned Parties (including associates, agents, employees, affiliates, advisors, or any other representative of such Party), do hereby accept and agree to the provisions of the International Chamber of Commerce (ICC) of Paris for non-circumvention and non-disclosure.

- The Parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this Agreement, without the express permission of the Party who made available the source.
- The Parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to the named Parties pursuant to the express written permission of this Party who made available the source.
- The Parties will not in any of the transactions they are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected.
- The Parties will not disclose names, addresses, e-mail address, telephone and tele-fax or telex numbers to any contacts by either Party to third parties and that they each recognize such contacts as the exclusive property of the respective Parties and they will not enter into any direct negotiations or transactions with such contacts revealed by the other Party.
- That the Parties further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the Parties to this Agreement, unless written permission has been obtained from the other Party to do so. For the sake of this Agreement, it does not matter whether information obtained from a natural or a legal person. The Parties also undertake not to make use of a third party to circumvent this clause.
- That in the event of circumvention of this Agreement by any Party, directly or indirectly, the circumvented Party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
- All considerations, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually

agreed.

- The enforcement of this specific clause shall perpetuate for Five (5) years from last date of signing.

GOVERNING LAW AND ARBITRATION

This Agreement shall be governed and construed in accordance with the Laws of England and Wales. The Parties shall use their reasonable endeavours to resolve any dispute arising under this Agreement by direct negotiations among them. Should any dispute be not resolved within seven (7) days through direct negotiation the Parties agree that the London High Court, which shall act as Court of Arbitration, is to have the exclusive jurisdiction to settle any disputes. The verdicts of this court of arbitration shall be final and binding upon the disputing Parties.

In the event that either party shall be required to bring any legal actions against the other in order to enforce any of the terms of this agreement the prevailing party shall be entitled to recover reasonably attorney fees and costs.

ENTIRE AGREEMENT BETWEEN THE PARTIES

This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. Neither of the parties may alter, amend, nor modify this agreement, except by an instrument in writing signed by both parties.

GENERAL PROVISIONS

countries in which both the Lessee and the Lessor are located and such countries' applicable laws shall govern the performance, execution, interpretation, enforceability, validity of this Agreement and any other such matter in its regard.

2. There shall be no unauthorized communication to or between the Lessee's and Lessor's banks. Any violation of this provision shall automatically void the transaction.
3. This transaction is for the purchase of Bank Guarantees and is to be considered a private transaction. It shall not be construed or interpreted as a securities transaction as defined by the United States Securities Act of 1933/34, as amended, or as defined by the laws of any other nation or jurisdiction.
4. Both parties confirm that each is fully empowered, legally qualified and duly authorized to execute, to deliver this document, and to be bound by its terms and conditions. Facsimile copies and signatures /Electronically will be considered to be as legally binding as originals.
5. Lessor warrants that the instruments are available under the terms and conditions of this document. Facsimile copies of this document shall be considered legally binding as though they were originals and copies signed at various times and locales will be considered as one document, legally binding. Information contained herein, including banking coordinates shall be kept strictly confidential and is not to be reproduced or used in any manner whatsoever other than in connection with the execution of this transaction.
6. All e-mail and facsimile copies of this document, when fully executed, are considered as original documents and are legally binding and enforceable.
7. Banking co-ordinates shall be kept strictly confidential and are not to be used in any manner whatsoever other than in connection with the proper conduct of this transaction.
8. The Transaction, security, Lessee's and Lessor's codes in this transaction shall remain the same and shall not be changed until this transaction and any and all rolls, extensions or additions have been completed.
9. All matters regarding collection, payment and delivery of documents not mentioned in this instrument will be conducted in accordance with normal banking practices and procedures.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF

This LEASE AGREEMENT consists of 32 (Thirty-Two) pages which is a full recourse commercial contract and by the signatures hereon affixed, the signatory by doing so have approved, accepted and agreed to as set forth herein and warrant that the same shall be binding and enforceable upon the signatory including their respective heir, successors and/or assigns.

SIGNED this _____

For and on behalf of: **THE LESSEE:**

Authorized Signatory

Name :
Passport No. :
Nationality :
Issued Date :
Expiry Date :
Country of Issue :

AGREED & ACCEPTED

SIGNED this _____

For and on behalf: **THE LESSOR:**

Authorized Signatory

Name :
Title :
Passport No. :
Nationality :
Issued Date :
Expiry Date :
Country of Issue :
E-Mail Address:

PROPOSED DELIVERY SCHEDULE OF FC SBLC TRANCHES

WEEK	DAY	TRANCHE #	FACE VALUE OF EACH TRANCHE	CUMULTED FACE VALUE OF TRANCHES
1		1		
2		2		
3		3		
4		4		

For and on behalf of: **THE LESSEE: XXXXXXXXXXXXXXXX**

Authorized Signatory

Name :
Title :
Passport No. :
Nationality :
Issued Date :
Expiry Date :
Country of Issue :

AGREED & ACCEPTED

SIGNED this _____

For and on behalf: **THE LESSOR:**

Authorized Signatory

Name :
Title :
Passport No.:
Nationality :
Issued Date :
Expiry Date :
Country of Issue :
E-Mail Address:

In accordance with Articles 2 through 5 of the due diligence convention and the Federal Banking Commission Circular of December 1998, and under the US Patriot Act of 2002, as amended in February 2003 concerning the Prevention of Money Laundering and 305 of the Swiss Criminal Code. The following information may be supplied to banks and/or other financial institutions for purposes of verification of Identity and activities of the Client described below, and the nature and original of the funds which are to be utilized. The foregoing is subject to agreement by all parties to whom this client and all individuals described herein, as well as the generally accepted professional's standards relating to the maintenance of confidential information, and to take all appropriate precautions to protect the confidentiality of the information contained herein, this legal obligation shall remain in full force indefinitely without restriction.

Date: _____

- | | | |
|-----|------------------------------|-----|
| 01. | Date of Submission | |
| 02. | Name of Company | : |
| 03. | Client Name (Signatory): | |
| 04. | Passport Number | : |
| 05. | Country of Residence | : |
| 06. | Passport Issue Date | : |
| 07. | Passport Expiry Date | : |
| 08. | Date of Birth (Place) | : |
| 09. | Address | : |
| 10. | Mobile Telephone Number | : |
| 11. | Lessee's e-Mail Address | : |
| 12. | Do You Speak English? | : |
| 13. | Business Name | |
| 14. | Registered office | : |
| 15. | Business Address | : |
| 16. | Business Tax ID Number: | |
| 17. | Years in Business | : |
| 18. | Registration Number | : |
| 19. | Country/State of Charter: | |
| 20. | Cell Telephone Number: | |
| 21. | Legal Advisor Name | : |
| 22. | Tel.Fax. N. | : - |
| 23. | E-Mail Address | : - |
| 24. | Address for Mail Delivery | : - |
| 25. | Address for Courier Delivery | : |

CLIENT'S BANKING COORDINATE:

Bank Name :
 Bank Address:
 Account Holder :
 Account Signatories :-
 Beneficiary :
 SWIFT Code :
 Investment Account Number :
 Routing No :
 Bank Telephone Number:
 Bank Officer :

Banking May Be Changed with Notice

FUNDS AVAILABLE / NEEDED FOR THIS TRANSACTION	
AMOUNT	:
CURRENCY:	:
ORIGIN OF FUNDS:	: BUSINESS
ARE THESE FUNDS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES AND THIRD-PARTY INTERESTS:	YES

CONFIRMED AND APPROVED BY THE LESSEEMR. xxxxxxxxTHIS _____

Declaration: I undersigned MR. XXXXXXXXXXXXXXXX, bearing **XXXXX** Passport n. **XXXXXX**, in my capacity as XXXX of and Account Signatory for XXXXXX(XXXXXXXXXXXXX), a company existing under the Law of **XXXXXXXXXXXXXXXXXX** with registered address at XXXX XXXXXXXX, hereby swear under penalty of perjury, that the information provided is both true and accurate. I am the signatory on the aforementioned bank account. All monies engaged in this transaction are derived from non-criminal origin; and, are good, clean and cleared. The origins of funds are in compliance with Anti-Money-Laundering Policies as set forth by the Financial Action task Force (FATF) 6/01

Authorized Signatory

Name :
 Title :
 Passport No. :
 Nationality :
 Issued Date :
 Expiry Date :
 Country of Issue :

LESSEE'S PASSPORT COLOUR COPY

CORPORATE BOARD RESOLUTION

This is to certify that a quorum of CEO of **XXXXXXXXXXXXXX**, a company incorporated under the Law of **XXXXXXXXXX** with registered address at **XXXXXXXXXXXXXX**, attended in person or by telephone/video conference a Board of Directors meeting which was duly noticed and held on _____. A detailed discussion regarding various issues and aspects of this transaction was held to the full satisfaction of the Board members and the following resolutions were unanimously adopted:

RESOLVED: That, **XXXXXXXXXXXXXX**, holder of **XXXXXXXXXXXXXX** Passport Number: **XXXXXXXXXX**, shall be and hereby is appointed and fully authorized to act individually as the sole representative of the Company to execute all necessary documents on behalf of the Company in connection with the purchase and/or sale of Bank Instruments, and to effect the opening and operation of bank accounts on behalf of and for the benefit of the Company at any Bank(s) he shall select, and be a signatory thereon to accept and disburse funds from said bank accounts at his discretion and determination, and to execute investment, bank or deposit contracts with his selected sources and Banks with respect to the Company's deposits therein, at his discretion, for and in the best interest of the Company.

FURTHER RESOLVED: That, **XXXXXX** as the **DIRECTOR** of the Company, hereby is authorized and directed to certify that the foregoing resolutions and the provisions thereof are in conformity with the charter, bylaws and articles of incorporation of the purposes set forth herein are accomplished.

It is further certified that the foregoing resolutions have never been modified or amended and are now in full force and effect and that the above named **CEO** of the Company has been duly elected and appointed to hold office, is presently holding office, and is empowered to act for and on behalf of the Company, and that this fax, email or photocopy of the BOARD RESOLUTION shall be of equal value to the original and shall be accepted as such by everyone, for all purposes, everywhere. There being no further business to come before the meeting, upon the motion duly made, seconded and unanimously carried, the Meeting was adjourned.

Place: **XXXXXXXXXXXXXXXXXXXXXX**

Date: _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Company in certification of the above resolutions and provisions on this _____

Signed

Authorized Signatory

Name :
Title :
Passport No. :
Nationality :
Issued Date :
Expiry Date :
Country of Issue :



HOHM PLUS
ASSETS CAPITAL

PIN:

PIN:

EXHIBIT B
VERBIAGE OF SWIFT FIN MT 799 – PRE-ADVICE OF MT 760

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-----SWIFT MESSAGE HEADER-----
DATE:
SWIFT OUTPUT: MT-799 CONFIRMATION MESSAGE PRIORITY
PRIORITY: TOP URGENT
SENDER:
BANK
NAME:
BANK ADDRESS:
BANK OFFICER:
SWIFT CODE:
ACCOUNT
NUMBER:
ACCOUNT
HOLDER:
RECEIVER:
BANK NAME:
BANK
ADDRESS:
BANK
OFFICER:
SWIFT CODE:
ACCOUNT
NUMBER:
ACCOUNT
HOLDER:

-----SWIFT MESSAGE TEXT-----
20: TRANSACTION CODE:
21: REFERENCE NUMBER:
77A: DESCRIPTION:
WE, [ISSUING BANK] OF [ISSUING BANK ADDRESS] WITH FULL BANKING RESPONSIBILITY AND LIABILITY
HEREBY CONFIRM THAT WE HOLD ON THE ABOVE-MENTIONED ACCOUNT ON BEHALF OF OUR CLIENT CASH RESERVES
OF _____
). OUR CLIENT HAS CONVEYED HIS INSTRUCTION TO US TO BLOCK THESE CASH FUNDS AND ISSUE OUR BANK
GUARANTEE / STANDBY LETTER OF CREDIT FOR THE SUM OF _____ TO YOUR ACCOUNT
HOLDER, XXXXXXXXXXXX, ACCOUNT NUMBERXXXXXXXXXX HELD AT YOUR BANK.
THE SAID FUNDS ARE CLEAR CLEAN AND OF NON-CRIMINAL ORIGIN AND FROM LEGAL SOURCE, FREE OF ANY LIENS,
PLEDGES OR ENCUMBRANCES OF ANY KIND. THE BANK GUARANTEE / STANDBY
LETTER OF CREDIT WE ARE TO ISSUE SHALL BE CASH -BACKED AND IS ASSIGNABLE, TRANSFERABLE,
UNCONDITIONALLY, CONFIRMABLE AND PAYABLE WITH FULL BANK RESPONSIBILITY AND LIABILITY WHEN PRESENTED
AT OUR BANK ADDRESS ABOVE. THIS IS AN OPERATIVE AND CALLABLE INSTRUMENT AND IS SUBJECT TO THE
UNIFORM COMMERCIAL CODE VALID FOR A MINIMUM OF ONE YEAR AND ONE DAY AND MAY BE FURTHER VERIFIED ON
A BANK-TO-BANK BASIS.
PLEASE CONFIRM YOU ARE READY TO RECEIVE AND FUND THIS BANK INSTRUMENT WITH GOOD, CLEAN AND CLEARED
AND NON-CRIMINAL ORIGIN FUNDS
THIS IS FULLY OPERATIVE INSTRUMENT.
FOR AND ON BEHALF OF [BANK NAME] OF [BANK ADDRESS]
WE CONFIRM IS EMISSION AND CERTIFY THE TRANSPARENCY OF THIS OPERATION.

FOR AND ON BEHALF OF: -----
BANK OFFICER (1) BANK OFFICER (2)
NAME: NAME:
TITLE: TITLE:

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EXHIBITB
DRAFT TEXT OF RWA AND PAYMENT GUARANTEE VIA SWIFT

TO:

BANK NAME:

BANK ADDRESS:

BANK TEL. NO:

BANK OFFICER:

ACCOUNT NAME:

ACCOUNT NO.:

IBAN:

FROM:

BANK NAME:

BANK ADDRESS:

SWIFT CODE:

BANK OFFICER:

BANK PHONE:

BANK FAX:

ACCOUNT HOLDER:

ACCOUNT NUMBER:

IBAN:

WE, (NAME OF BANK) HEREBY PRESENT OUR IRREVOCABLE, ASSIGNABLE, TRANSFERABLE AND CALLABLE CASH BACKED BANK PAY ORDER IN YOUR FAVOR FOR THE ACCOUNT OF YOUR CLIENT XXXXXXXXXXXX HOLDING ACCOUNT NUMBER XXXXXXXXXXXX, IN THE AMOUNT OF _____ FOR THE SAID BANK INSTRUMENT STATED BELOW.

WE HEREBY CONFIRM THAT THE FUNDS ARE GOOD, CLEAN AND CLEARED FUNDS OF NON-CRIMINAL ORIGIN AND ARE FROM A LEGAL SOURCE.

THIS IRREVOCABLE CONDITIONAL BANK PAY ORDER IS A BINDING FULLY PERFORMED DUE BILL AND IS IMMEDIATELY CALLABLE ON FOR CASH PAYMENT AGAINST THE SWIFT MT760 DELIVERY OF THE BANK INSTRUMENT SPECIFIED HEREIN.

INSTRUMENT: XXXXXXXX

CURRENCY: _____

ISSUING BANK: XXXXXX

FACE VALUE: _____

THIS IRREVOCABLE, CONDITIONAL, ASSIGNABLE, TRANSFERABLE AND CALLABLE BANK PAY ORDER IS VALID FOR XXXXX (XXXX) INTERNATIONAL BANKING DAYS FROM _____ DAY OF _____, _____ AND UNTIL _____ DAY OF _____.

THIS IS AN OPERATIVE BANK INSTRUMENT AND IS SUBJECT TO THE UNIFORM COMMERCIAL CODE AS IT RELATES TO BANK CREDIT INSTRUMENTS.

FOR AND ON BEHALF OF (NAME OF ISSUER BANK)

NAME / TITLE OF BANK OFFICER 1 NAME / TITLE OF BANK OFFICER 2
ID ID

EXHIBIT B
DRAFT SWIFT TEXT FORMAT FOR MT760

----- SWIFT MESSAGE HEADER -----

DATE:
SWIFT OUTPUT: MT-760 MESSAGE CASH BACK BANK GUARANTEE UNDER ICC FORMAT 758
PRIORITY: TOP URGENT
SENDER:
BANK NAME:
BANK ADDRESS:
BANK OFFICER:
SWIFT CODE:
ACCOUNT NUMBER:
ACCOUNT HOLDER:
RECEIVER: XXXXXXXXXXXXXXXX
BANK NAME: XXXXXXXXXXXXXXXX
BANK ADDRESS: XXXXXXXXXXXXXXXX
BANK OFFICER: XXXXXXXXXXXXXXXX
SWIFT CODE: XXXXXXXXXXXXXXXX
ACCOUNT NUMBER: XXXXXXXXXXXXXXXX
ACCOUNT HOLDER: XXXXXXXXXXXXXXXX

----- SWIFT MESSAGE TEXT -----

: TRANSACTION CODE: _____
21: REFERENCE NUMBER:
79: NARRATIVE:
SUBJECT: CASH-BACKED BANK GUARANTEE UNDER ICC FORMAT 758
AMOUNT: _____
ISSUE DATE:
MATURITY DATE:
GUARANTEE NUMBER:
ISIN NUMBER:
CUSIP NUMBER:
CURRENCY CODE:
SCREEN CODE:
BENEFICIARY: XXXXXXXXXXXXXXXX

WE, _____, HEREWITH OPEN THE BELOW DESCRIBED BANK GUARANTEE UNDER BANK GUARANTEE NUMBER _____, IN FAVOUR OF (BENEFICIARY NAME AND ADDRESS), THE SUM OF _____ (XXXXXXXXXXXX), WE HEREBY CONFIRM AND NOTIFICATION PROMISE TO PAY AGAINST THIS BANK GUARANTEE UPON PRESENTATION TO US THE ORIGINAL OF THIS BANK GUARANTEE AT OUR COUNTERS ON MATURITY, BUT NOT LATER THAN FIFTEEN (15) DAYS AFTER THE MATURITY DATE.

----- QUOTE -----
FOR VALUE RECEIVED BY US, WE, (NAME & ADDRESS OF ISSUING BANK) WITH FULL BANKING RESPONSIBILITY, HEREBY IRREVOCABLY AND UNCONDITIONALLY WITHOUT PROTEST OR NOTIFICATION PROMISE TO PAY AGAINST THIS BANK GUARANTEE UNDER BANK GUARANTEE NUMBER _____

_____, IN FAVOUR OF (NAME & ADDRESS OF BENEFICIARY), ON MATURITY OF (ONE YEAR AND ONE DAY), THE SUM OF XXXXXXXXXXXXXXXX _____) IN THE LAWFUL CURRENCY OF EUROPEAN UNION, UPON PRESENTATION TO US THE ORIGINAL OF THIS BANK GUARANTEE AT OUR COUNTERS ON MATURITY, BUT NOT LATER THAN FIFTEEN (15) DAYS AFTER THE MATURITY DATE.

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND CLEAR OF ANY DEDUCTIONS, OR CHARGES, FEES OR WITHHOLDING OF ANY NATURE, NOW OR HEREINAFTER IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE GOVERNMENT OF _____ OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

THIS BANK GUARANTEE IS TRANSFERABLE AND ASSIGNABLE WITHOUT PRESENTATION TO US, OR PAYMENT OF ANY TRANSFER OR ASSIGNMENT FEE. THIS BANK GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR BANK GUARANTEES UNDER ICC PUBLICATION NUMBER 758.

THIS BANK GUARANTEE IS AN OPERATIVE INSTRUMENT AND NO MAIL CONFIRMATION SHALL FOLLOW. THIS BANK GUARANTEE CAN BE VERIFIED AND AUTHENTICATED ON EURO-CLEAR SCREEN.

FOR AND ON BEHALF OF (NAME OF ISSUING BANK)
AUTHORIZED SIGNATURE OFFICER

AUTHORIZED SIGNATURE OFFICER

NAME: _____
TITLE: _____

NAME: _____

TITLE

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT

Transaction Code:

I undersigned **XXXXXXXXXXXX**, bearing **XXXXXXXXXXXX** Passport no XXXXXXXXXXXXXXX, in my capacity as **CEO** of and Account Signatory for **XXXXXXXXXXXXXXXXXXXXXXX**, a company existing under the Law of XXXXXXXXXXXXXXX with registered address at **XXXXXXXXXX**, hereby irrevocably agree to issue this Irrevocable Master Fee Protection Agreement (IMFPA) to the herein named Beneficiaries for Consultant Services rendered in connection with the transaction whose particulars are as follows:

- | | |
|-------------------------|---|
| 1. INSTRUMENT TYPE: | SBLC |
| 2. TERM: | OPERATIVE, IRREVOCABLE, ASSIGNABLE AND CONFIRMED |
| 3. AGE: | ONE YEAR AND ONE DAY |
| 4. ISSUING BANK: | As Instructed Bank |
| 5. INTEREST RATE: | ZERO COUPON |
| 6. PRICE: | ___ OF FACE VALUE |
| 7. COMMISSION: | ___ OF FACE VALUE |
| 8. CURRENCY: | _____ |
| 9. CONTRACT AMOUNT: | _____ |
| Tranches: | _____ |
| 10. SUBSEQUENT TRANCHE: | AGREED BY BOTH PARTIES |
| 11. DELIVERY: | PRE-ADVICE MT799 – MT760 |
| 12. PAYMENT: | SWIFT MT760 & ORIGINAL HARD COPY BY BANK BONDED
COURIER. |

I shall pay the here agreed fees to intermediaries and consultants in Euro/Dollar in parallel with the settlement of the price of the instrument as below stated to the paymasters nominated by them, for the total value of 2% for each and every BG tranche delivered, including rolls and extensions.

PAYMENT ORDER VALUE:

_____ of the full-face value of each tranche of the afore-mentioned financial instrument shall be payable to the Beneficiary Paymasters or assigns named or represented herein.

Such payment shall be made via SWIFT wire, without protest, delay or deduction and free of any bank charges (except for normal bank transfer charges), local and national taxes and liens, to the extent legally permissible.

LESSOR'S SIDE COMMISSION OF _____% OF FULL-FACE VALUE, INCLUDING ROLLS AND EXTENSIONS, SHALL BE PAID TO THE FOLLOWING PAYMASTER:

NAME	:	
ADDRESS	:	
BENEFICIARIES	:	
TELEPHONE	:	
EMAIL	:	
BANK NAME	:	
BANK ADDRESS	:	
BANK OFFICER'S NAME	:	
BANK OFFICER 'S TEL.N.	:	
B.O. EMAIL ADDRESS	:	
ACCOUNT NAME	:	
ACCOUNT SIGNATORY	:	
IBAN	:	
S.W.I.F.T CODE	:	
SPECIAL INSTRUCTION	:	Same Day Transfer and Immediate Credit Euro- or US Dollars. All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to XXXXXXXXXXXXXXXXfor 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

LESSEE'S SIDE 1 COMMISSION OF ____% (____ PERCENT) OF FULL- F A C E VALUE, INCLUDING ROLLS AND EXTENSIONS, SHALL BE PAID TO THE FOLLOWING PAYMASTER:

NAME	:	
ADDRESS	:	
BENEFICIARIES	:	
TELEPHONE	:	
EMAIL	:	
BANK NAME	:	
BANK ADDRESS	:	
BANK OFFICER'S NAME	:	
BANK OFFICER 'S TEL.N.	:	
B.O. EMAIL ADDRESS	:	
ACCOUNT NAME	:	
ACCOUNT SIGNATORY	:	
IBAN	:	
S.W.I.F.T CODE	:	
SPECIAL INSTRUCTION	:	Same Day Transfer and Immediate Credit Euro- or US Dollars. All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to:XXXXXXXXXXXXXXXXXfor 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

This Agreement/Irrevocable Corporate Payment Order and the payment of commissions herein are subject to the International Chamber of Commerce "ICC" and the ICC Arbitration Act as adopted by the ICC office in Geneva, Switzerland, by three arbitrary appointees in accordance with ICC rules.

All NC/ND clauses as prescribed by ICC rules (Latest Edition) shall apply to this Agreement and Payment Order. This Agreement and Irrevocable Corporate Payment Order is irrevocable, divisible, and unconditional, and may be assigned only by the beneficiaries named herein. This Agreement and Irrevocable Corporate Payment Order may be executed in one or more counterparts, each one shall be deemed an original and all together shall constitute one and the same document.

A signed Fax or electronically transmitted copy of this document shall be deemed binding on the "Parties" with the force as the signed original. The Agreement and Irrevocable Corporate Payment Order is valid when commencement of the above-referenced transaction takes place and shall remain valid and enforceable for the full terms of the transaction, including any new agreement between the Lessee and Lessor and/or their assigns.

The beneficiaries reserve the right to change the bank coordinates stated herein at any time by providing written request to the Lessee. Upon execution of the Agreement and the Final Agreement and prior to, or simultaneously with the first transaction, we guarantee that this Master Fee Protection Agreement and Irrevocable Corporate Payment Order will be lodged with the Lessee's Bank.

The Lessee's bank shall provide the beneficiaries, by e-mails or by telex/fax with copies of the swift related to all payment instructions upon the closing of each and every transaction of the above transaction.

LESSEE'S PAYING BANK DETAILS:

BANK NAME	:	
BANK ADDRESS	:	
BANK TELEPHONE	:	
ACCOUNT NO.	:	
IBAN	:-	
ACCOUNT HOLDER	:	
ACCOUNT SIGNATORY	:	
SWIFT CODE	:	
BANK OFFICER NAME	:	
BENEFICIARY OF SBLC		

in the event that the transaction was not performed or only performed in part, the paymasters or beneficiaries listed above shall not hold the undersigned Payer responsible for any expenses, charges and/or cost, or hold the Payer liable for any civil and criminal actions. The unperformed part of this Irrevocable Master Fee Protection Agreement will therefore automatically become null and void.

APPROVED AND AGREED

SIGNED On this _____

Authorized Signatory

Name : _____
Title : _____
Passport No. : _____
Issued Date : _____
Expiry Date : _____
Country of Issue : _____

NON-SOLICITATION STATEMENT

Date : _____
 To : **THE APPLICANT/PROVIDER/LESSOR**

I undersigned **XXXXXXXXXXXXXX**, bearing **XXXXXXXXXX** Passport n. **XXXXXX**, in my capacity as **CEO** of and Account Signatory for **XXXXXXXXXXXXXX**, a company existing under the Law of **XXXXXXXXXXXXXX** with registered address at **XXXXXXXXXXXXXX**, do hereby confirm that i have requested of you and your organization, specific confidential information and documentation regarding bank instruments, to serve for our interests, purposes and undertaking only and not for further distribution. I hereby agree to regard all information received from you as **STRICTLY CONFIDENTIAL AND PROPRIETARY**.

I hereby declare that I am fully aware that the information presented by you is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, but is intended for my general knowledge and educational purposes only. I affirm that I have requested information from you and your associates of my own choice and free will and further that you have not solicited me in any way.

I understand that the contemplated transaction is strictly one of a private transaction involving bank instruments and that it is in no way relying or relating to the United States Securities Act of 1933 or The Securities Exchange Act of 1934 or any related regulations and amendments thereto or as adopted by the law of any other nation or jurisdiction and do not involve the purchase or sale of securities.

Further, I hereby declare that I am not a licensed broker, government employee or informant, or a broker in any capacity but I am the rightful owner/corporate officer and have full authority from the beneficiary of the assets being considered for this transaction purpose. It is mutually agreed upon that this private transaction involving bank instruments is exempted from the United States Securities Act and is not intended for the general public and all materials are for **PRIVATE USE ONLY**.

SIGNED On this _____
 For and on behalf of: **THE LESSEE,XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**

Authorized Signatory

Name : _____
Title : _____
Passport No. : _____
Nationality : _____
Issued Date : _____
Expiry Date : _____

NON-CIRCUMVENTION AND NON-DISCLOSURE

All parties involved in the herein disciplined financial transaction do abide by the latest revision of the ICC

non-circumvention and non-disclosure rules (NCND) for a period of five (5) years from date of execution of this agreement by the undersigned, his or her assigns, agents and/or heirs.

This NCND also applies to any and all other transactions direct or indirect initiated by these intermediaries.

The undersigned agrees that this fee protection is assignable and transferable to the beneficiaries, designs, heirs & assigns upon written notice of all parties and shall not be amended without the express written consent of the parties. If no contract is consummated, this fee protection agreement is null and void in its entirety.

All disclosed banking information shall be strictly confidential. No communication between banking officers. Other than transmission by SWIFT wire transfer and any other transmission specifically authorized by the beneficiaries, is permitted. All communications shall clearly reference the transaction code, the Lessor's code and the Lessee's code referred to herein.

Should a contract be signed between the Lessor and the Lessee, a bank endorsed corporate pay order will be issued to the paymaster of each group, followed by a SWIFT wire transfer to the paymaster's account, when payment for the bank instrument is completed.

An executed facsimile or email copy shall be deemed to be as an ORIGINAL.

SIGNED On this _____
 For and on behalf of: **THE LESSEE, XXXXXXXXXXXXXXXXXXXX**

Authorized Signatory

Name :
Title : CEO
Passport No. :
Nationality :
Issued Date :
Expiry Date :
Country of Issue :

SIGNED This on _____ -
 For and on behalf: **THE LESSOR, XXXXXXXXXXXXXXXX**

Authorized Signatory

Name :
Title :
Passport No :.
Nationality :
Issued Date :
Expiry Date :
Country of Issue :

E-Mail Address:

Country of Issue:

AGREED & ACCEPTED the full document "STAND BY LETTER OF CREDIT/BG" Sales & Purchase Agreement" composed of 25 (Twenty-Five) pages

SIGNED On this _____ -

For and on behalf of: **THE LESSOR XXXXXX**

Authorized Signatory

Name :

Title :

Passport No :

Nationality :

Issued Date :

Expiry Date :

Country of Issue :

E-Mail Address:

(ELECTRONIC DOCUMENT TRANSMISSIONS)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be: -

Incorporate **U.S. Public Law 106-229**, “Electronic Signatures in Global & National Commerce Act” or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)

ELECTRONIC COMMERCE AGREEMENT (**ECE/TRADE/257, Geneva, May 2000**) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).

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.

***** END OF DOCUMENT *****