

CLIENT COMPLETE NAME INCLUDING ANY TITLES
STREET ADDRESS
CITY, STATE COUNTRY
TELEPHONE NUMBER – CELL & OFFICE, SKYPE
EMAIL ADDRESS

DEED OF AGREEMENT FOR SBLC/BG

Date: xx xx 201.....

THE LESSOR:

Address:

Represented by

Nationality

Passport No

MOBILE PHONE

BUSINESS PHONE

BUSINESS FAX

E-MAIL ADDRESS

(Hereinafter to the 'Lessor' on one part,)

THE LESSEE: -----

Address

Represented by

Nationality

Passport No

MOBILE PHONE

BUSINESS PHONE

BUSINESS FAX

E-MAIL ADDRESS

(Hereinafter to the 'Lessee' on the other part)

BG receiving Bank: -----

Beneficiary of BG: -----

WHEREAS. The lessee desires to lease Five Hundred Million Euro BG/SBLC from the Lessor.(To be issued in first tranche of 500 million Euro) Lessee confirms with full corporate and legal responsibility that funds are available to fulfill the requirements for the lease of this instrument and is ready and lessee further confirm to cooperate with the Lessor.

WHEREAS. The Lessor desires to lease, transfer and assign all rights title and interest of the BG/SBLC available to it to the lessee. Lessor 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 Lessee. Lessor hereby declares under penalty of perjury that the BG/SBLC will be backed by funds that are good, clean, clear, and free of non criminal origin, the

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BG/SBLC will be free and clear of all liens, encumbrances and third party interests.

I, -----, **CEO and 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 lease the following bank instruments, 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 Lessee has agreed to lease the BG/SBLC at 8%+2% percent of Face Value of the instrument requested and Lessor has agreed to lease the BG/SBLC to Lessee and both Parties hereby agree to the following terms stated below:

Description of Instrument:

1. Instrument: Cash backed BG/SBLC
2. Currency : EURO
3. Age of Issue: Fresh Cut/New Issue
4. Term: One year and **One Month**
5. Issuing Bank: **HSBC,DB,...Top world Bank**
6. **Contract amount: EUR XXXX Hundred Millions (000,000,000) plus Rolls & Extensions**
7. **First Tranche: X00,000,000 Euro Denomination or AS AGREED**
8. Price: Eight -Percent (8%) of Face Value plus Two Percent (2%)
9. **Consultant Fees: Two (2%) Percent of face value.**
One (1%) Percent for Lessor Side [CLOSED]
One (1%) for Lessee Side[OPEN] Starts with U
10. **Delivery:** Pre-Advice SWIFT via MT799, MT-760 to LESSEE's bank with
Hard Copy to follow by bank bonded courier within five (5) banking days after authentication of payment.
11. **Payment:** By unconditional SWIFT Wire Transfer – MT-103.

Note:

*** Required 11-15% face value POF
11% POF lease 100 million & up
15% POF lease 100 million & less

Transaction Procedure:

1. Lessee issues a full intake package in English of the LOI/DOA duly completed in all respects and signed with Lessee's full banking co-ordinates to include:

- 1.1 Client Information Sheet (CIS)
- 1.2 Corporate Resolution (CR)
- 1.3 Non-Solicitation Statement (NSS)
- 1.4 Non-Circumvention and Non-Disclosure Agreement (NCND)
- 1.5 Irrevocable Master Fee Protection Agreement (IMFPA)
- 1.6 Lessee's Signatory's Color Copy of Passport
- 1.7 Lessee's Certificate of Incorporation (COI)
- 1.8 **POF/Bank Statement within 5 banking days current for 11% of face value**
- 1.9 ATV Letter to verify bank POF

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2. Provider complete Due Diligence within 72 hours, Lessee is furnished 'an official proposal' if lessee accepts then countersigns and return it.

3. A "lease agreement" to go forward is issued (which addresses arrange terms, banking coordinates to be paid, timing and verbiage with lessee) countersigns and returned. Making it a Binding Contract. Both parties shall lodge the Contract with their handling banks for record.

4. Within Three (3) international banking days after lessee receive Provider's signed and sealed agreement/contract, Provider's issuing Bank Coordinate cutting house cut instrument from provider's portfolio, assign BG/SBLC in Beneficiary's name and program a Credit Line Reservation (Cash Backed) to send swift MT799/MT760.(Pre-advice shall be valid for (4) four banking days ONLY) and provides a courtesy copy by e-mail.

5. Within Three (3) international banking days after verification, authentication and confirmation of the Pre-advice by lessee's Bank the will send ICBPO of 8+2% of the face value by SWIFT MT-799 or BLOCK FUNDS by SWIFT MT 799 or BANK LETTER OF PAYMENT UNDERTAKING/GUARANTEE by SWIFT MT 799 to LESSOR's Bank and provide a courtesy copy by e-mail.

6. Within Five (5) international banking days upon successful verification and authentication of ICBPO, LESSOR's Bank sends Swift MT760 to LESSEE's Bank who will wire transfer leasing price of EIGHT percent (8%) plus TWO percent (consultants fee) to LESSOR's bank via SWIFT MT103 Fed Wire Cash Transfer, after deducting bank fees. ++Simultaneously Lessor distributes consultant fee (total: 2%) to the all intermediaries as per FPA (2%) and provide a courtesy copy by e-mail

7. Hard copy of the instrument will be delivered to borrower bank by the Bonded Courier within 7 banking days after receipt of full payment including commission.

8. All subsequent tranches will be based on the same procedures until collateral or funds become exhausted.

[REMARK]

1. If Lessee fails in payment on time, Provider will send lessee's bank another Swift message to cancel BG/SBLC,
2. Lessee should pay penalty (2%) to provider.
3. If provider fails to issue BG (Leasing), provider must pay penalty (2%) to Lessee.
4. Any unauthorized calls by any party or its representative lawyers to probes or communication in an improper way to other bank(s) in this transaction shall be prohibited and contract terminated.

LESSEE'S OBLIGATIONS:

The Lessee, with full corporate and legal responsibilities, and under penalty of perjury, confirms that he is fully aware the courier of his financial ability and facilities with his bank when signing this LOI and/or other agreements and documents with the LESSOR.

The LESSEE further confirms that the LESSEE is authorized to verify the funds of each tranche of the Contract with his bank, if necessary. In the event of unsatisfactory verification, the transaction will be suspended immediately and the Lessee is in breach of the Contract and liable for legal consequences.

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LESSOR'S OBLIGATIONS:

The LESSOR with full corporate and legal responsibilities, and under penalty of perjury, confirms that LESSOR is fully aware of the commitment of the Instruments when countersigning this LOI.

The LESSOR further confirms to deliver the instruments, to negotiate and make proper arrangement with the provider to continuously supply the instruments until the whole contracted volume is exhausted. Without expressed written permission, neither party shall contact the bank of the other party. Both parties may change banking coordinates with written notice to the other party.

PENALTY CLAUSE FOR NON-PERFORMANCE

Should any of the signatory Parties herein fail to perform according to the terms and as required by this contract, once signed, then, the failing Party shall indemnify the aggrieved Party for an amount of 2% of the said tranche in transaction. The distribution of the 2% penalty shall be 1% to the aggrieved signatory Party of the contract and 1% to all of the Consultants designated in the Irrevocable Master Fee Protection Agreement. Said 1% will be divided according to the percentage delineated distributions in the Irrevocable Master Fee Protection Agreement.

NON-SOLICITATION

The LESSEE hereby confirms and declares that the Lessor, its associates or representatives or any person or persons on its behalf has/have never ever solicited the 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 not constitute a breach hereunder or give rise to any claims for damages if, and to the extent that such delays or failures in performance are caused by events or circumstance beyond the control of such party.

The term "Beyond the Control of Such Party" Include Lawful order of Government or Authority, Act of War, Rebellion or Sabotage, 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.

ARBITRATION

All disputes and questions whatsoever which arises between the parties to this agreement and touching on this agreement on the construction or application thereof or any account cost, liability to be made hereunder or as to any act or way relating to this agreement shall be settled by the arbitration in accordance with the arbitration laws of the ICC.

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. This agreement will be governed by and construed in accordance with the laws of United Kingdom. In the event that either party shall be required to bring any legal actions against the other it enforce any of the terms of this agreement the prevailing party shall be entitled to recover reasonably attorney fees and costs.

Banking Co-ordinates:

The Lessor and Lessee agree to the following banking co-ordinates pertaining to the agreement herein below stated:

CLIENT COMPLETE NAME INCLUDING ANY TITLES
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LESSEE'S **PAYING BANK CO-ORDINATES**

Bank Name:	
Bank Address:	
Bank Telephone №:	
Bank Fax №:	
Bank officer Name:	
BIC/Swift code:	
Account Holder Name	
Account №:	

LESSEE'S **RECEIVING BANK CO-ORDINATES**

Bank Name:	
Bank Address:	
Bank Telephone №:	
Bank Fax №:	
Bank officer Name:	
BIC/Swift code:	
Bank officer Email	
Account Name	
Account №:	

PROVIDER'S ISSUING BANK COORDINATES

Bank Name:	HSBC / DEUTSCHE BANK / BARCLAYS BANK PLC
Bank Address:	
Bank Telephone №:	
Bank Fax №:	
Bank officer Name:	
BIC/Swift code:	
Account Holder Name	
Account №:	

LESSOR'S RECEIVING BANK CO-ORDINATES

Bank Name:	
Bank Address:	
Bank Telephone №:	

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EMAIL ADDRESS

Bank Fax №:	
Bank officer Name:	
BIC/Swift code:	
Account Holder Name	
Account №:	

In WITNESS WHEREOF the parties hereto have duly signed and executed this Contract in duplicate on the day and place as stated here above.

ACCEPTED AND AGREED BY LESSEE

For and On behalf of -----Holdings Limited

Name:
Title: CEO
Passport №:
Country of issue:
Date:

ACCEPTED AND AGREED BY LESSOR.

For and On behalf of (Lessor's Co. Name),

COMPANY SEAL
Name:
Title:
Passport №:
Country of issue:

BORROWER'S RECEIVING BANK COORDINATE ACCEPTED RWA MT799 PRE-ADVICE VERBIAGE

Date	:	XX , 201.....
From: Issuing Bank	:	
Bank Address	:	
SWIFT Code	:	
Bank Officer 1	:	
Bank Officer 2	:	
Bank Tel No.	:	
Bank Fax No.	:	
Applicant	:	

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EMAIL ADDRESS

Master Account No.	:	
	:	
To: Receiving Bank	:	
Bank Address	:	
SWIFT Code	:	
IBAN CODE	:	
Bank Officer Name	:	
BANK OFFICER TEL 1#	:	
BANK OFFICER TEL 2#	:	
Account Holder	:	
Account No.	:	
ACCOUNT SIGNATORY	:	
Amount	:	

DATE: xxxxxxxxx ---, 201.....

TO: (Company's name)

ATTN: (CEO's name)

BANK STATEMENT

ACCOUNT NAME : (Company's name)

ADDRESS : (Company's address)

ACCOUNT NUMBER : XXXXXXXXX

AT REQUEST, WE, UNDERSIGNED OF BANK OF XXXXXXXXX, LOCATED AT (BANK'S ADDRESS),
HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY, THAT THE ACCOUNT BALANCE STANDS
AT THIS DATE MORE THAN \$XX,000,000.00USD (XXX MILLION US DOLLARS), THE LAWFUL
CURRENCY OF UNITED STATES OF AMERICA IN CASH FUNDS WITH SOLE HOLDER OF OUR CLIENT
“(Company's name)”

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TELEPHONE NUMBER – CELL & OFFICE, SKYPE
EMAIL ADDRESS

THE FUNDS ARE IMMEDIATELY AVAILABLE TO “(Company’s name)” AND FREELY TO BLOCK ON ACCOUNT UPON SOLE INSTRUCTION HOLDER.

WE FURTHER CONFIRM, WITH FULL BANK RESPONSIBILITY, THAT THE FUNDS ARE GOOD, CLEAN, AND CLEARED, FREE AND EARNED BY LAWFUL BUSINESS PRACTICES, OF NON-CRIMINAL ORIGIN, AND FREE OF ANY LIENS AND ENCUMBRANCES OF ANY WHATSOEVER.

THIS BANK STATEMENT IS VALID FOR THIRTY (30) WORKING DAYS.

BANK OFFICER IN CHARGE:

(NAME)
(EMAIL ADDRESS)
(TELEPHONE)

FOR AND BEHALF OF BANK OF XXXXXXXXX
(FULL ADDRESS)

(SEAL)

BANK OFFICER 1

NAME
POSITION
BANK I.D.
E-MAIL:
TEL:

BANK OFFICER 1

NAME
POSITION
BANK I.D.
E-MAIL:
TEL:

BORROWER’S RECEIVING BANK COORDINATE ACCEPTED MT760 VERBIAGE BG/SBLC

BANK GUARANTEE VERBIAGE (ICC 458) ([MT760](#))
(Specimen copy – Final verbiage as per issuing bank standard ICC format)

Name of Advising Bank : Buyer’s Bank,
Bank SWIFT Code :
Attention Bank Officer : Mr.....
Title
Name of Issuing Bank :HSBC, London
Issuing Bank address :
Bank SWIFT Code :
Bank Officer :
Bank Guarantee Number:
Beneficiary :
Address:
Currency:
Amount:

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CITY, STATE COUNTRY
TELEPHONE NUMBER – CELL & OFFICE, SKYPE
EMAIL ADDRESS

Issuing Date :

Maturity Date :

For the value received, we, the undersigned,, hereby issue our irrevocable, unconditional, transferable, divisible, and without protest or notification, promise to pay against this Bank Guarantee to the order of(Beneficiary), the bearer or holder thereof, at maturity, the sum of Euro(Euro.....million only) in the lawful currency of the European Union/, upon presentation and surrender of this Bank Guarantee at any of the counters of

Such payment shall be made without set-off and free and clear of any deductions, charges, fees, or withholding of any nature presently or in the future imposed, levied, collected, withheld or assessed by the Government of [Country of Issue] or any political subdivision or authority and therein and thereof.

This Bank Guarantee is divisible, assignable and transferable without presentation of it to us and without the payment of any transfer fee or charges.

This Bank Guarantee is governed by the Uniform Customs and Practice for Bank Guarantee as set forth by The International chamber of Commerce, Uniform Rules for Demand Guarantees, (ICC Publication No. 458).

This Bank Guarantee shall be governed by and shall be construed in accordance with the laws of [Country of Issue]. This Bank Guarantee is an operative instrument.

For and on behalf of XXXX Bank,

Authorized Bank Officer #1
Title, Pin No.

Authorized Bank Officer #2
Title, Pin No.

BOARD RESOLUTION:

A quorum of directors of ----- (Hereinafter called the "Company") with its address at

attended in person or by telephone/video conference a Board of Directors meeting which was duly noticed and held on (...../201...). 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:

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RESOLUTION:

It is resolved that ,Mr. ----- holder of Passport No.:----- and authorized Representative/ Signatory of the company, to enter into this transaction involving the assignment of Bank Debentures and other Bank Instruments.

RESOLUTION:

It is resolved that,-----, holder of Passport No.:-----603, holder as President Director and authorized Signatory of the company, to arrange the leasing of Bank Instruments, in the amount of Five Hundred Million Euros (Euro500 000,000,) with rolls and extensions.

RESOLUTION:

It is resolved that....., holder as President Director and authorized Signatory of, be assigned full authority to instruct, arrange, monitor, execute, manage and sign all paperwork, agreements, contracts and all documentation as may be necessary with third parties, pertinent to this transactions involving the Lease of Bank Instruments.

RESOLUTION:

It is further resolved at this meeting of the Board of Directors that is hereby authorized to pay/distribute on behalf of Join Well International Investment Holdings Limited. any and all transaction related fees and entitlements to any banks, trading entities, program managers, facilitators, lawyers and other involved persons and companies of his choice, as he may deem appropriate and at his absolute discretion, on behalf of

RESOLUTION:

That.....,as the President Director of the company, is hereby authorized to certify that the foregoing resolutions and provisions thereof are in conformity with the charter, bylaws and articles of incorporation of the company, and that the foregoing resolution and the authority thereby conveyed shall remain in full force and effect until 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. The above named representative of the company has been duly elected and appointed to hold office, the representative is presently holding office, and is empowered to act for and on behalf of the company. This fax or email copy of the Board Resolution shall be of equal value and effect to the original, and shall be accepted as such by everyone, for all purposes, everywhere.

The above motions and resolutions were duly made, seconded and unanimously passed and carried out at the completion of this meeting.

In witness whereof, I have hereunto set our hand and seal of the company in our own free will and act, in certification of the above resolutions and provisions on this contract 201....

For and on behalf of the company

Name:

Nationality:

Passport Number:

Date of Issuance:

Date of Expiration:

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STREET ADDRESS
CITY, STATE COUNTRY
TELEPHONE NUMBER – CELL & OFFICE, SKYPE
EMAIL ADDRESS

NON-SOLICITATION STATEMENT

DATE:

To: The Collateral Lessor

I, ----- as Cash Owner 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.

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CITY, STATE COUNTRY
TELEPHONE NUMBER – CELL & OFFICE, SKYPE
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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 electronic mail transmission of this document shall be considered a binding and enforceable instrument, treated as original copy. Original may be obtained upon request.

Agreed by THE LESSEE

For and on behalf of

Name :
Title :
Passport No. :
Issued at :
Date of Issue :
Date of Expiry :

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STREET ADDRESS
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TELEPHONE NUMBER – CELL & OFFICE, SKYPE
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NON-CIRCUMVENTION AND NON-DISCLOSURE

All parties do herein agree that the non-circumvention and non-disclosure rules (NCNDA) of all issues from the ICC 458 apply to this transaction 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 NCNDA 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.

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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.

For and on behalf of Lessee:

For and on behalf of

Name :
Title :CEO
Passport No. :-----
Issued at :
Date of Issue :-----
Date of Expiry :---

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STREET ADDRESS
CITY, STATE COUNTRY
TELEPHONE NUMBER – CELL & OFFICE, SKYPE
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Client Information Summary

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 professionals 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: xxx xxxxxxxxxxx, 201...

LESSEE'S COMPANY INFORMATION

COMPANY NAME :

ADDRESS

CITY / COUNTRY

AUTHORIZED
SIGNATORY

PASSPORT NUMBER

ISSUING COUNTRY

LESSEE'S DESIGNATED BANK

BANK NAME

ADDRESS

TELEPHONE

FAX

E-MAIL

SWIFT CODE

BANK OFFICER

TELEPHONE

CLIENT COMPLETE NAME INCLUDING ANY TITLES
STREET ADDRESS
CITY, STATE COUNTRY
TELEPHONE NUMBER – CELL & OFFICE, SKYPE
EMAIL ADDRESS

E-MAIL	
Account No.:	
HOLDER OF ACCOUNT	----- Holdings Limited

FACE VALUE AMOUNT REQUESTED		Five Hundred MILLION EURO
TYPE OF INSTRUMENT REQUESTED		BANK GUARANTEE
1	LESSEE'S FULL NAME	
2	TITLE	
3	NATIONALITY	
4	PASSPORT NUMBER	
	ISSUED COUNTRY	
	ISSUE DATE	
	EXPIRATION DATE	
5	COMPANY NAME	
6	OFFICE ADDRESS	
7	MOBILE PHONE	
8	BUSINESS TELEPHONE	
9	BUSINESS FAX	
10	E-MAIL ADDRESS	

CONFIRMED AND APPROVED BY THE LESSEE:

For and On behalf of the Lessee

Signatories Name:
Title: CEO
Nationality:
Passport Number:
Country of Issuance:

IRREVOCABLE FEE PROTECTION AGREEMENT

CLIENT COMPLETE NAME INCLUDING ANY TITLES
STREET ADDRESS
CITY, STATE COUNTRY
TELEPHONE NUMBER – CELL & OFFICE, SKYPE
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Date : xxx xxxxxxxxxxxx 201....

I, the undersigned Mr. -----, CEO of ----- Holdings Limited, (Hereinafter the "Payor") acting with full responsibility, hereby irrevocably and unconditionally, without protest or notification, without prejudice, recourse, or delay guarantee to pay the fee entitled to the beneficiaries listed on this document, via Wire transfer, at the time of settlement of each and every tranche of the transaction. This Fee Agreement is our irrevocable pay-order to the intermediaries and is and shall remain an integrated part of the contract between the Lessee and the Provider.

This pay order shall remain in effect until this transaction, including any renewals, extensions and additions are fully completed.

We confirm that upon the execution of this "Fee Protection Agreement" this document is our Irrevocable Pay-Order. **This Agreement-Pay order shall be lodged with our bank and a copy from that bank will be forwarded to you the beneficiaries.** We agree that this irrevocable pay-order will also be lodged with Provider's side paymaster's bank for the simultaneous collection with the first tranche.

In recognition for the services rendered towards the completion of contractual formalities and the commencement of the above referenced transaction, we the undersigned payor, hereby irrevocably and unconditionally, without protest, demand or delay, promise and guarantee to pay consultancy fees of Two **Percent (2%)** of the face value of the instruments, for the benefit of the consultants being hereinafter called collectively the "beneficiaries" and individually a "Beneficiary".

The said consultancy fee 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 or USD and delivered, via wire transfer, to your designated trust account coordinates.

This "Fee Agreement-Pay Order" is unconditional, assignable and divisible. This "Fee Agreement-Pay Order" shall ensure 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 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.

Intermediaries are NOT Advisors of any kind.

All negotiations terms and conditions are between the principal parties and their respective legal

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EMAIL ADDRESS

counsel only! Both principle parties are responsible for the ramification of their own actions. All Intermediaries are considered introducers and held harmless from any legal actions brought on by either party.

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 above stated codes, and any other identification codes shall remain the same and shall not be changed until this transaction including any renewals, extensions and additions are fully completed and we agree to respect those.

The transaction code may be amended only by agreement between all parties hereto. This transmission via facsimile will be accepted as an original and I confirm that I have authority to execute this Pay Order.

Consultants cannot subpoena to appear in court to testify by any means consultants are not responsible for anything by any means. All responsibility rests on the Principals.

Bank Coordinates of Lessee “PAYOR” to pay fees

BUYER PAYMASTER:
BANK NAME:
BANK ADDRESS:
ACCOUNT HOLDER:
ABA NUMBER
SWIFT CODE:
BANK ACCNT NBR:
BANK OFFICER NAME:
BANK TEL:
BANK FAX:

Irrevocable Fee Protection / Irrevocable Pay order for Consultant Fees of (2%) of the face value from each and every tranche of this transaction for Provider side and Lessee side, including any rolls or extensions, to be shared as follows:

Both parties hereby agree that the agents and intermediaries referred to in this FPA shall be as follows:

Lesser side: 1% of face value is fully CLOSED

To receive 1% of face value of the SBLC every tranche as commission fees

PAYMASTER NAME:	TBA
PASSPORT NUMBER	TBA
BANK NAME:	TBA

CLIENT COMPLETE NAME INCLUDING ANY TITLES
STREET ADDRESS
CITY, STATE COUNTRY
TELEPHONE NUMBER – CELL & OFFICE, SKYPE
EMAIL ADDRESS

BANK ADDRESS	TBA
SWIFT CODE:	TBA
ACCOUNT NAME:	TBA
ACCOUNT NUMBER	TBA

Lessee's side: 1% of face value is Open

To receive **X** of **1%** of face value of the SBLC every tranche as commission fees

PAYMASTER NAME:	
PASSPORT NUMBER	
BANK NAME:	
BANK ADDRESS	
PHONE:	
SWIFT CODE:	
ACCOUNT NAME:	
ACCOUNT NUMBER	
BENEFICIARY	

To receive **X** of **1%** of face value of the SBLC every tranche as commission fees

PAYMASTER NAME:	
PASSPORT NUMBER	
BANK NAME:	
BANK ADDRESS	
PHONE:	
SWIFT CODE:	
ACCOUNT NAME:	
ACCOUNT NUMBER	
BENEFICIARY	

PLEASE PROVIDE THE COURTESY COPY OF THE SWIFT WIRE CONFIRMATION RECEIPT TO MY EMAIL ADDRESS :

This Agreement-Pay order shall be lodged with our bank and a copy from that bank will be forwarded to you the beneficiaries.

I AGREE TO THE ABOVE IRREVOCABLE FEE PROTECTION AGREEMENT IN ITS ENTIRETY

For and on behalf of the Lessee/Payor;

For and on behalf of the Lessee/Payor;

CLIENT COMPLETE NAME INCLUDING ANY TITLES
STREET ADDRESS
CITY, STATE COUNTRY
TELEPHONE NUMBER – CELL & OFFICE, SKYPE
EMAIL ADDRESS

Printed Name:
Title: CEO
Passport Number:
Issuing Country:
Date of Issuance:
Expire date:

BANK ENDORSEMENT

We the undersigned officers of.....(Bank & address) hereby confirm that this fee protection agreement is deposited with us and it will be executed as stated above.

**Bank officer
Tel & Pin No**

**Bank officer
Tel & Pin No**

Lessee's Passport copy

Lessee's Certificate of Incorporation

CLIENT COMPLETE NAME INCLUDING ANY TITLES
STREET ADDRESS
CITY, STATE COUNTRY
TELEPHONE NUMBER – CELL & OFFICE, SKYPE
EMAIL ADDRESS

Lessor's passport copy

Lessor's Certificate of Incorporation

Either Party may request hard copy of any document that has been previously transmitted

CLIENT COMPLETE NAME INCLUDING ANY TITLES
STREET ADDRESS
CITY, STATE COUNTRY
TELEPHONE NUMBER – CELL & OFFICE, SKYPE
EMAIL ADDRESS

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 *****

CLIENT COMPLETE NAME INCLUDING ANY TITLES
STREET ADDRESS
CITY, STATE COUNTRY
TELEPHONE NUMBER – CELL & OFFICE, SKYPE
EMAIL ADDRESS
