

BRUSSELS SBLC WITH MT799 ISSUANCE AGREEMENT

The entity: _____ referred to as "Sender/Sender Representative" hereby consents to issue, on the date of _____ to the entity: _____ known as "Client/End Beneficiary", a Standby Letter of Credit (SBLC) for a duration of one year and one month, amounting to Two Hundred and Fifty Million Euros (€250,000,000).

This issuance is contingent on the Sender/Sender Representative obtaining an issuance fee totaling Three Hundred Fifty Thousand Dollars (USD \$350,000.00) AFTER the MT799 Pre-Advice has been completely confirmed by both the Receiver/Monetizer Bank and the Sender/Sender Representative Bank.

The issuance fee shall be paid in full only upon receipt and confirmation of the MT799 by both the Sender/Sender's Representative and the Receiver/Monetizer designated by the Client/End Beneficiary.

If a Ready, Willing, and Able (RWA) letter/Email is required by the Receiver/Monetizer, it shall be duly submitted and received prior to any payment being made by the Client/End Beneficiary.

Furthermore, Twenty percent (20%) of the Total Face Value of the SBLC must be remitted to the Sender/Sender Representative subsequent to the successful monetization of the SBLC by the Monetizer/Receiver. The SBLC will be dispatched from Barclays Bank or HSBC Bank located in the UK, accompanied by PRE-ADVISE MT799 via Brussels SWIFT, as well as an MT760 via Brussels SWIFT, with a hard copy delivered to the Monetizer/Receiving Bank containing the specified verbiage.

MT799 Pre-Advice Verbiage

VERBIAGE OF PRE-ADVICE SWIFT MT799 (APPLICANT BANK)

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

SWIFT OUTPUT:

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:

TRANSACTION CODE:

REFERENCE NUMBER:

DESCRIPTION:

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

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 TWO HUNDRED AND FIFTY MILLION EURO (€000,000,000.00). OUR CLIENT HAS CONVEYED HIS INSTRUCTION TO US TO BLOCK THESE CASH FUNDS AND ISSUE OUR SBLC (STAND BY LETTER OF CREDIT) FOR THE SUM OF XXXXXXXXXXXX EURO (€000,000,000.00) TO YOUR ACCOUNT HOLDER, XXXXXXXXXXXX, ACCOUNT NUMBER XXXXXXXXXXXX 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 SBLC (STAND BY LETTER OF CREDIT) WE ARE TO ISSUE SHALL BE CASH-BACKED AND 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 MONTH 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. WE CONFIRM IS EMISSION AND CERTIFY THE TRANSPARENCY OF THIS OPERATION.

FOR AND ON BEHALF OF [BANK NAME] OF [BANK ADDRESS]

BANK OFFICER (1)

BANK OFFICER (2)

NAME: _____

NAME: _____

TITLE/PIN: _____

TITLE/PIN: _____

MT760 Verbiage

DRAFT SWIFT TEXT FORMAT FOR MT760 (APPLICANT BANK)

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

SWIFT OUTPUT:

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:

TRANSACTION CODE:

REFERENCE NUMBER:

NARRATIVE:

ISSUANCE AGREEMENT

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

SUBJECT: _____
ISSUE DATE: _____
MATURITY DATE: _____
GUARANTEE NUMBER: _____
CURRENCY CODE: _____
SCREEN CODE: _____
BENEFICIARY: _____
MT760 TO: _____
PLACE: _____
DATE: _____

BANK GUARANTEE No: _____

WE, (NAME OF ISSUING BANK, BRANCH NAME, ADDRESS), HEREBY ISSUE OUR IRREVOCABLE, UNCONDITIONAL, TRANSFERABLE AND ASSIGNABLE STAND BY LETTER OF CREDIT IN FAVOUR OF XXXXXXXXXXXXXXXX, BEING THE BENEFICIARY FOR THE AMOUNT EUR XXXXXXXXXXXXXXXX ONLY (\$000,000,000.00) FOR CREDIT FACILITIES GRANTED TO THE CLIENT, XXXXXXXXXXXXXXXX.

THIS STAND BY LETTER OF CREDIT IS AVAILABLE BY PAYMENT AGAINST YOUR AUTHENTICATED SWIFT OR TESTED TELEX TO US CERTIFYING THAT THE CLIENT FAILED TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CREDIT FACILITY AGREEMENT AND THE AMOUNT DRAWN REPRESENTS THE UNPAID BALANCE OF INDEBTEDNESS INCLUDING THE PRINCIPAL AMOUNT, INTEREST ACCRUED AND OTHER BANKING CHARGES DUE TO YOU BY THE CLIENT.

WE WILL FOLLOW RECEIPT OF THE ABOVE AUTHENTICATED SWIFT WITHIN 7 WORKING DAYS TO PAY YOU THE AMOUNT SPECIFIED IN YOUR AUTHENTICATED SWIFT OR TESTED TELEX IN COMPLIANCE WITH THE ABOVE TERMS. THIS STAND BY LETTER OF CREDIT WILL COME INTO EFFECT ON AND EXPIRE ON AT THE COUNTER OF (ISSUING BANK NAME AND ADDRESS). PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED. ALL BANKING CHARGES ARE FOR

ISSUANCE AGREEMENT

ACCOUNT OF THE CLIENT. IT IS A CONDITION OF THIS LETTER OF CREDIT THAT THE EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST NINETY (90) DAYS PRIOR TO SUCH EXPIRATION DATE WE SEND NOTICE TO YOU BY CERTIFIED MAIL OR BY HAND-DELIVERED COURIER, AT THE ADDRESS STATED ABOVE, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD. HOWEVER, IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND THE FINAL EXPIRY DATE OF UPON SUCH NOTICE TO YOU, YOU MAY DRAW ON US AT SIGHT FOR AN AMOUNT NOT TO EXCEED THE BALANCE REMAINING IN THIS LETTER OF CREDIT WITHIN THE THEN-APPLICABLE EXPIRY.

DATE:

FOR AND ON BEHALF OF
(NAME OF ISSUING BANK)

BANK OFFICER (1)

BANK OFFICER (2)

NAME:

TITLE/PIN:

NAME:

TITLE/PIN:

Details

INSTRUMENT TYPE:	SBLC (STAND BY LETTER OF CREDIT)
TERM:	OPERATIVE, IRREVOCABLE, ASSIGNABLE AND CONFIRMED
AGE:	ONE YEAR AND ONE DAY
ISSUING BANK:	BARCLAYS/HSBC , UK
COMMISSION:	20% OF SBLC FACE VALUE TO BE PAID BY MONETIZER/RECEIVER TO SENDER/SENDER REPRESENTATIVE.
CURRENCY:	EURO
CONTRACT AMOUNT:	TWO HUNDERDS AND FIFTY MILLION EURO (€250,000,000)
SUBSEQUENT TRANCHE:	AGREED BY BOTH PARTIES
PAYMENT:	SWIFT MT103

NOTE: THE MONETIZER/RECEIVER MAY SUGGEST OTHER VERBIAGE, WHICH WILL BE SUBJECT TO APPROVAL BY THE SENDER/SENDER REPRESENTATIVE.

Terms

1. The Standby Letter of Credit (SBLC) is effective for a period of one (1) year and one (1) month, with an option to extend.
2. The total value of the SBLC amounts to Two Hundred and Fifty Million Euros (€490,000,000).
3. Should the Monetizer/Receiver fail to receive the hard copy of the SBLC, along with adequate verifiable proof of the Sender/Sender Representative's non-performance submitted via email to the Sender/Sender Representative, a complete refund of Three hundred and fifty thousand US dollars (\$350,000 USD) will be issued to the Client/End Beneficiary within fourteen (14) business days.
4. The Client/End Beneficiary has the option to choose from the following two banks for the issuance of the SBLC: BARCLAYS (LONDON), HSBC (LONDON).
5. The estimated timeframe from the payment to the receipt of the SBLC hard copy by the receiving bank is between 15 to 20 banking days.
6. The creation and issuance of SBLC, including the submission of the MT799 to the Monetizer/Receiver, is expected to take approximately ten business days.
7. The MT760 will be dispatched within 24 to 48 hours after the Sender/Sender Representative has received an MT199 or MT799 from the Monetizer/Receiver's Bank indicating their readiness to receive the MT760, and after the full payment for the issuance of the MT760 has been received by the Sender/Sender Representative. Concurrently, the hard copy of the SBLC will be sent via certified mail, which may take between 7 to 10 business days to arrive at the Monetizer/Receiver's bank.
8. The SBLC will be issued utilizing the Bank's own funds.
9. The payment for the issuance of the SBLC will be arranged as follows: 100% of the amount must be paid to the Sender/Sender Representative AFTER the confirmation of the MT799, and prior to the issuance of the MT760.
10. An additional Monetization agreement will be carried out by the Sender/Sender Representative and the Client/End Beneficiary, and the Monetizer/Receiver, which will include an International Monetary Fund Participation Agreement (IMFPA) detailing all post-Monetization payouts for all parties involved. This Monetization agreement with

the optional IMPFA must be presented to the Sender/Sender Representative and receive approval via email confirmation from the Sender/Sender Representative.

11. SBLC Issuance Payment: A total of three hundred and fifty thousand US Dollars (\$350,000 USD) will be paid to the Sender/Sender Representative AFTER the Receiver/Monetizer's acknowledgment of the MT799 Pre-advice, which must also be confirmed back to the Sender/Sender Representative via an MT199 or MT799. The Sender/Sender Representative is also obligated to confirm receipt of the MT199 or MT799 confirmation from the Receiver/Monetizer prior to any SBLC issuance payment.
12. Following the monetization of the SBLC, the Sender/Sender Representative will receive a commission of twenty percent (20%) of the total face value of the SBLC. The Monetization Payout or LTV payout return to the Sender/Sender Representative must be completed within a maximum of ten banking days following the successful monetization of the SBLC by the Monetizer/Receiver.
13. The Standby Letter of Credit (SBLC) will be registered with Bloomberg and International Risk Systems.

Procedures

1. The CIS of the Monetizer/Receiver or their designated representative, along with the details of the receiving bank, shall be submitted to the Sender/Sender Representative for their approval.
2. This agreement pertaining to the issuance of the SBLC will be carried out by both parties involved: the Sender/Sender Representative and the Client/End Beneficiary.
3. A monetization agreement, along with an optional International Master Fee Protection Agreement (IMFPA), will be formed between the Sender/Sender Representative, the Client/End Beneficiary, and the Monetizer/Receiver. This agreement requires the consent of all parties involved, and the payout specifics for the Sender/Sender Representative and the Client/End Beneficiary must be clearly outlined in the Monetization agreement or in the supplementary IMFPA Agreement.
4. In this optional step, if the RWA is necessary, the bank officer of the issuing bank will send an RWA letter via email to the officer of the Monetizer/Receiver bank . Upon receipt of this RWA confirmation from the bank officer of the Monetizer/Receiver Bank, step #5 will be initiated.
5. The Sender/Sender Representative will provide a final version of the MT799 and MT760 to the Monetizer/Receiver or their representative for final approval prior to the issuance of the MT799 pre-advice.
6. The MT799 will be dispatched to the Monetizer/Receiver Bank. The Monetizer/Receiver Bank is required to respond to the Sender/Sender Representative Bank with either an MT199 or MT799, confirming receipt of the MT799 and indicating readiness to receive the MT760.
7. The MT760 will be dispatched once Step #6 has been successfully finalized, and after the complete payment of Three Hundred and Fifty Thousand US Dollars (\$350,000 USD) has been remitted to the Sender/Sender Representative.

This will take place only after the Receiver/Monetizer's acknowledgment of the MT799 receipt, and subsequently, the further confirmation of the MT799 or MT110 sent by the Receiver/Monetizer to the Sender/Sender Representative, which must be fully acknowledged by the Sender/Sender Representative.

8. Within a period of fifteen to twenty banking days after the Sender/Sender Representative receives the full SBLC setup payment, the hard copy of the SBLC will be transferred from the Issuing Bank to the Monetizer/Receiver Bank via interbank transfer.
9. Upon the successful monetization of the SBLC by the Monetizer/Receiver, Twenty percent (20%) of the monetization profits or commission payout will be forwarded to the designated official paymaster of the Sender/Sender Representative.

Agreed by:

Sender/Sender Representative:

Signature:

Name:

Title:

Client/End Beneficiary:

Signature:

Name:

Title:

Sender Representative's Articles of Incorporation:

**Client/End Beneficiary 's Articles of
Incorporation:**
