**DEED OF AGREEMENT (DOA)**

**01/SBLC-XXB-XXXX-09-2020**

**THIS DEED OF AGREEMENT (HEREINAFTER REFERRED TO AS “DOA” OR “AGREEMENT”) IS EXECUTED WITHOUT PREJUDICE OR CONFLICT OF INTEREST, DULY UNDERSTOOD, AND SIGNED BY BOTH PARTIES ACTING AT THEIR OWN ACCORD ON THIS November 30, 2020 BY AND BETWEEN:**

|  |  |
| --- | --- |
| **NAME** |  |
| **ADDRESS** |  |
| **CO. REG. NO.** |  |
| **REPRESENTED BY** |  |
| **POSITION**  |  |
| **OPERATING PHONE** |  |
| **OPERATING E-MAIL** |  |

**HEREIN NAMED AS THE "PARTY-A" (SBLC PROVIDER), HEREBY CONFIRM, WITH FULL LEGAL RESPONSIBILITY, UNDER PENALTY OF PERJURY OF LAW THAT WE ARE READY, WILLING AND ABLE TO DELIVER THE FOLLOWING BANK INSTRUMENT, UNDER THE TERMS AND CONDITIONS DESCRIBED BELOW, BASED ON GOOD, CLEAN, CLEAR UNENCUMBERED FUNDS OF NON-CRIMINAL ORIGIN;**

**AND**

|  |  |
| --- | --- |
| **NAME** |  |
| **POSITION** |  |
| **ADDRESS** |  |
| **NATIONALITY** |  |
| **PASSPORT NUMBER**  |  |
| **OPERATING PHONE** |  |
| **OPERATING E-MAIL** |  |

**HEREIN NAMED AS THE "PARTY-B" (SBLC RECEIVER), HEREBY CONFIRM, WITH FULL LEGAL RESPONSIBILITY, UNDER PENALTY OF PERJURY OF LAW, THAT I AM READY, WILLING AND ABLE TO FUND AGAINST THE FOLLOWING BANK INSTRUMENT, UNDER THE TERMS AND CONDITIONS DESCRIBED BELOW WITH GOOD, CLEAN, CLEAR, UNENCUMBERED FUNDS OF NON-CRIMINAL ORIGIN.**

**BOTH PARTIES COLLECTIVELY BEING REFERRED TO AS THE “PARTIES”**

**PURPOSE OF THIS DOA:**

**TO ACCUMULATE CLEAN, CLEAR AND OF NON-CRIMINAL ORIGIN CASH FUNDS FOR FUNDING THE INVESTMENT PROJECT OF THE PARTY-B - CORPORATE DEVELOPMENT AND REAL ESTATE DEVELOPMENT AND OTHER PROJECTS, AGAINST THE DESCIBED BELLOW STANDBY LETTER OF CREDITS (SBLC), PROVIDED BY THE RARTY-A, BACKED BY GOOD, CLEAN, CLEARED CASH OF NON-CRIMINAL ORIGIN AND FROM LEGAL SOURCES WITH A TOTAL FACE VALUE AMOUNT OF € 1,000,000,000.00 EUR (ONE BILLION EURO) AS COLLATERAL.**

**COLLATERAL / INSTRUMENT DESCRIPTION:**

|  |  |  |
| --- | --- | --- |
| **TYPE** | **:** | **STANDBY LETTER OF CREDIT (SBLC)** |
| **TERMS** | **:** | **IRREVOCABLE, UNCONDITIONAL, ASSIGNABLE, CALLABLE, TRANSFERABLE, CASH BACKED** |
| **ISSUING BANK****VALIDITY** | **:****:** | **HSBC OR TOP 25 BANK****1 (ONE) YEAR AND 1 (ONE) DAY** |
| **TOTAL CONTRACT AMOUNT** | **:** | **€ 1,000,000,000.00 EUR (ONE BILLION EURO)**  |
| **FIRST TRANCHE AMOUNT** | **:** | **€ 100,000,000.00 EUR (ONE HUNDRED MILLION EURO)**  |
| **FORMAT & WORDING** | **:** | **ICC LATEST REVISION / ATTACHED** |
| **CURRENCY** | **:** | **EURO** |
| **SBLC DELIVERY MODE** | **:** | **MT760 & ORIGINAL HARD COPY BY BONDED COURIER** |

**PAYMENT AND COLLABORATORS FEES:**

* **PAYMENT : 45% OF SBLC FACE VALUE VIA MT 760**
* **INTERMEDIARY FEES: 2%(TWO PERCENT) OF SLBC FACE VALUE TO BE PAID BY PARTY-B VIA WIRE TRANSFER AND TO BE SPLIT BETWEEN THE INTERMEDIARIES AS PER IMFPA**

**TRANSACTION PROCEDURES:**

|  |  |
| --- | --- |
| **1****2** | **PARTY-B (SBLC RECEIVER) FILLS IN HIS DETAILS AND SUBMITS A DRAFT OF THIS AGREEMENT TO PARTY-A (SBLC PROVIDER) OPEN FOR AMENDMENTS, TOGETHER WITH NON-SOLICITATION LETTER, BUYER’S CIS, PROOF OF FUNDS (BANK COMFORT LETTER (BCL) / BANK STATEMENT / ONLINE BANKING (SCREEN SHOT)), SIGNATORY'S PASSPORT COPY AND IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA).** **PARTY-A (SBLC PROVIDER) FILLS IN HIS DETAILS AND SIGNS THIS AGREEMENT, WITH FULL BANKING CO-ORDINATES, SIGNATORY’S PASSPORT COPY AND CERTIFICATE OF INCORPORATION AND RETURN IT TO PARTY-B (SBLC RECEIVER) FOR FINAL APPROVAL AND SIGNATURE. ONCE IT IS COMPLETED, THIS AGREEMENT BECOMES A FULL RECOURSE COMMERCIAL CONTRACT AND BOTH PARTIES SHALL LODGE IT WITH THEIR RESPECTIVE BANKS.**  |
| **3** | **WITHIN THREE (3) BANKING DAYS AFTER LODGING THIS AGREEMENT IN THE RESPECTIVE BANKS, PARTY-A’S (SBLC PROVIDER) BANK WILL SEND VIA SWIFT MT799 PRE-ADVICE (DRAFT TEXT AS APPENDIX-A) TO PARTY-B’S (SBLC RECEIVER) BANK AND THE TRANSMISSION COPY OF SAID SWIFT MT799 PRE-ADVICE TO PARTY-B BY EMAIL FOR TRACKING, AND THEN, WITHIN THREE (3) BANKING DAYS, PARTY-B’S (SBLC RECEIVER) BANK WILL SEND VIA SWIFT MT799 BANK PAYMENT UNDERTAKING (BPU) (DRAFT TEXT AS APPENDIX-B) TO PARTY-A’S (SBLC PROVIDER) DESIGNATED ACCOUNT AND THE TRANSMISSION COPY OF SAID SWIFT MT799 BPU TO PARTY-A BY EMAIL FOR TRACING.** |
| **4** | **WITHIN THREE (3) BANKING DAYS AFTER BANK-TO-BANK COMMUNICATION AND CONFIRMATION OF THE BOTH PARTIES INTENTIONS, PARTY-A’S (SBLC PROVIDER) ISSUING BANK WILL SEND SBLC VIA SWIFT MT760 (DRAFT TEXT AS APPENDIX-C) TO PARTY-B’S (SBLC RECEIVER) DESIGNATED ACCOUNT AND THE TRANSMISSION COPY OF SAID MT760 TO PARTY-B BY EMAIL FOR TRACING.** |
| **5** | **UPON RECEIPT, VERIFICATION AND AUTHENTICATION OF SWIFT MT760, WITHIN THREE (3) BANKING DAYS PARTY-B’S (SBLC RECEIVER) BANK SHALL RELEASE SPLIT PAYMENT TO PARTY-A (SBLC PROVIDER) AND TO THE COLLABORATORS‘ PAYMASTERS AS PER THE IMFPA BELOW, VIA UNCONDITIONAL MT103 WIRE/TT.**  |
| **6** | **WITHIN SEVEN (7) BANKING DAYS OF RECEIPT OF AGREED PAYMENT BY PARTY-A, PARTY-A’S ISSUING BANK SHALL DELIVER THE SBLC HARD COPY ORIGINAL TO PARTY-B’S DESIGNATED RECEIVING ACCOUNT BY BANK BONDED COURIER.** |
|  |  |

**BANKING INFORMATION:**

**PARTY-A'S BANKING COORDINATES:**

1. **PARTY-A’S ISSUING BANK COORDINATES: TO SEND MT760 SBLC**

|  |  |
| --- | --- |
| **BANK NAME** | **HSBC OR TOP 25 BANK** |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER** |  |
| **BANK TELEPHONE** |  |
| **BANK FAX** |  |

1. **PARTY-A’S BANK COORDINATES: TO RECEIVE MT799 BANK PAYMENT UNDERTAKING (BPU)**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER** |  |
| **BANK TELEPHONE** |  |
| **BANK FAX** |  |

1. **PARTY-A’S BANK COORDINATES: TO RECEIVE PAYMENT: 45% OF SBLC FACE VALUE**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER** |  |
| **BANK TELEPHONE** |  |
| **BANK FAX** |  |
| **NOTE** | **PARTY-A/BENEFICIARY RESERVES THE RIGHT TO USE ANY OF HIS BANK ACCOUNTS TO RECEIVE THE PAYMENT.**  |

**PARTY-B'S BANKING COORDINATES:**

**PARTY-B’S BANK COORDINATES: TO ISSUE MT799 BANK PAYMENT UNDERTAKING (BPU), TO RECEIVE MT760 AND SEND MT103 PAYMENT (WIRE TRANSFERS)**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER** |  |
| **BANK TELEPHONE / FAX** |  |
| **OFFICER’S EMAIL** |  |
| **BG BENEFICIARY** |  |
| **SPECIAL NOTE** |  |

**SPECIAL CONDITIONS:**

**ANY IMPROPER RELEASE OF THE ABOVE BANKING INFORMATION, WITHOUT THE WRITTEN PRIOR AUTHORIZATION OF OTHER PARTY OR ANY UNAUTHORIZED BANK CALLS, PROBES OR COMMUNICATIONS, OR AN IMPROPER SOLICITATION OR DISCLOSURE INVOLVING ANY OF THE BANKS CONCERNED IN THIS TRANSACTION SHALL BE CONSIDERED AS A BREACH OF CONTRACT AND WILL RESULT IMMEDIATE CANCELLATION OF THIS TRANSACTION AND SUBJECT THE VIOLATING PARTY TO DAMAGES.**

**MULTIPLE BANKS AND ACCOUNTS MAY BE USED BY PARTY-A AND PARTY-B TO FACILITATE EXECUTION OF THE CONTRACT. PARTY-A AND PARTY-B MAY CHANGE OR ADD TRANSACTION BANKS BY PROVIDING WRITTEN NOTICE WITHIN TWENTY-FOUR (24) BANKING HOURS TO EACH OTHER.**

**BOTH PARTIES SHALL BE RESPONSIBLE FOR THEIR OWN INSTITUTIONAL COSTS, AND ACCEPT LIABILITY FOR TAXES, IMPOSTS, LEVIES OR CHARGES THAT MAY BE APPLICABLE IN THE EXECUTION OF THE TRANSACTION.**

**GENERALLY RECOGNIZED INTERNATIONAL STANDARDS CONCERNING THE PAYMENT OF FEES AND COMMISSIONS, AS WELL AS NON-CIRCUMVENTION AND NON-DISCLOSURE SHALL APPLY FOR A PERIOD OF FIVE (5) YEARS, RENEWABLE FOR ANOTHER FIVE YEARS PERIOD OF TIME AT THE OPTION OF BOTH PARTIES.**

**THIS TRANSACTION CONSTITUTES A PRIVATE PLACEMENT FOR BANK INSTRUMENTS BETWEEN THE PARTIES AND SHALL NOT BE CONSTRUED AS A SECURITY TRANSACTION DESCRIBED IN THE UNITED STATES SECURITIES ACT OF 1934 AS AMENDED OR BY THE LAWS OF ANY OTHER NATION.**

**FACSIMILE, E-FAX OR E-MAIL TRANSMISSION AND COPIES OF THIS DOCUMENT, WHEN FULLY EXECUTED ARE TO BE CONSIDERED ORIGINAL AND BINDING DOCUMENTS.**

**UPON ACCEPTANCE, THIS DEED OF AGREEMENT (DOA) BECOMES A LEGAL AND BINDING CONTRACT BETWEEN THE PARTIES. EACH PARTY HOLDS ONE OF THE DOA SIGNED IN ORIGINAL AND MAY BE EXCHANGED TO COMPLETE SIGNATURES IN WET INK AS HARD COPY CONTRACT WHEN OR IF REQUIRED.**

**BOTH PARTY-A AND PARTY-B JOINTLY AND SEVERALLY COVENANT AND UNDERTAKE TO ENSURE THAT THEIR RESPECTIVE OBLIGATIONS UNDER THIS CONTRACT ARE MET.**

**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 SWITZERLAND. 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.**

**SANCTIONS (NON-PERFORMANCE):**

**AFTER THIS CONTRACT IS SIGNED BY BOTH PARTIES, AND COPIES EXCHANGED ELECTRONICALLY OR OTHERWISE BY A DELIVERY SERVICE, FAILURE TO FOLLOW THE CLOSING PROCEDURE IN TIME AND FORM HEREIN IS CONSIDERED BREACH OF THIS CONTRACT AND PUTS THE FAILING PARTY IN DEFAULT POSITION TO PAY A ONETIME PENALTY FEE OF ONE PERCENT (1%) OF THE SBLC FACE VALUE TO THE SUFFERING PARTY.**

**NON-CIRCUMVENTION & NON-DISCLOSURE:**

**THE PARTIES HEREIN AGREE THE NON-CIRCUMVENTION/NON-DISCLOSURE RULES OF ICC, LATEST EDITION, SHALL APPLY TO THE TRANSACTION FOR A PERIOD OF (5) FIVE YEARS FROM THE DATE OF EXECUTION OF THIS AGREEMENT BY THE UNDERSIGNED, HIS/HER ASSIGNS, AGENTS, AND/OR HEIRS. THIS NC/ND ALSO APPLIES TO ANY AND ALL OTHER TRANSACTIONS DIRECT OR INDIRECT. REGARDING THIS TRANSACTION AND ITS POSSIBLE ROLLOVERS AND EXTENSIONS, EACH PARTY AND THEIR RESPECTIVE INTERMEDIARIES WARRANT NOT REVEALING THE BANKING COORDINATES, PROVIDED HEREIN, TO ANY INDIVIDUAL OR INSTITUTION OTHER THAN THOSE BANKING OFFICERS NECESSARY FOR COMPLETION OF THIS TRANSACTION.**

**EACH PARTY HOLDS ONE OF THE EFFECTIVE AGREEMENT/CONTRACTS BY THEIR EXECUTION BELOW, THE PARTIES HERETO AGREE TO THE GENERAL TERMS AND ALL CONDITIONS HEREIN AND WARRANT ONTO THE OTHER THE ENTIRE AGREEMENT BETWEEN PARTIES.**

**IN WITNESS WHEREOF THE PARTIES EXECUTED THIS AGREEMENT AS OF THE DATE ABOVE WRITTEN.**

**CONFIRMED AND SIGNED ON \_\_\_\_\_\_\_\_, 2020, FOR AND ON BEHALF OF PARTY-A (SBLC PROVIDER):**

**NAME:**

**TITLE:**

**PASSPORT NUMBER:**

**NATIONALITY:**

**ISSUING DATE:**

**EXPIRY DATE:**

**CONFIRMED AND SIGNED ON \_\_\_\_\_\_\_\_, 2020, FOR AND BEHALF OF PARTY-B (SBLC RECEIVER):**

**NAME:**

**PASSPORT NUMBER:**

**NATIONALITY:**

**ISSUING DATE:**

**EXPIRY DATE:**

**APPENDIX-A**

**DRAFT TEXT OF ISSUING BANK’S PRE-ADVICE VIA SWIFT MT799**

***(TEXT MAY VARY IN SUBSTANCE BUT THE ESSENTIAL UNDERTAKING MUST BE MAINTAINED)***

**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 :**

**ISSUING BANK :**

**ISSUE DATE :**

**MATURITY DATE :**

**EXPIRY DATE :**

**TRANSACTION CODE :**

**We, xxxxxxxx bank , WITH REGISTERED ADDRESS AT xxxxxxxxxxxxxxxx, REPRESENTED BY THE UNDERSIGNED OFFICERS, hereby confirm with full bank responsibility AND LIABILITY ON BEHALF OF OUR CLIENT *[SBLC PROVIDER‘S NAME]* ACCOUNT NO. *[0000]* that we are ready, willing and able to DELIVER, VIA SWIFT MT760 PER THE ATTACHED WORDING, ONE (1) STANDBY LETTER OF CREDIT, IN ACCORDANCE WITH ICC PUBLICATION NO. XXXXXX ISSUED BY HSBC HOLDING PLC in favor oF XXXXXXXX BANK ACCOUNT NUMBER XXXXX fOR THE BENEFIT OF [*SBLC RECEIVER‘S NAME*] with A PRINCIPAL face value of ONE HUNDRED Million EURO/USD (€100’000’000.00) with VERBIAGE CONTAINED HEREIN OF THIS TRANSMISSION.**

**We further confirm that the STANDBY LETTER OF CREDIT is cash-backed and is assignable, TRANSFERABLE, Divisible and unconditionally callable upon maturity.**

**Please confirm, VIA SWIFT THAT you are ready to receive and fund the STANDBY LETTER OF CREDIT.**

**Yours faithfully,**

**For and on Behalf of xxxxxxxxxxxxx baNK**

**Authorized Bank Officer 1 Authorized Bank Officer 2**

**Name, Title, Pin Code Name, Title, Pin Code**

**APPENDIX-B**

**DRAFT TEXT OF MT799 BANK PAYMENT UNDERTAKING (BPU)**

***(TEXT MAY VARY IN SUBSTANCE BUT THE ESSENTIAL UNDERTAKING MUST BE MAINTAINED)***

**FROM:**

**BANK NAME:**

**BANK ADDRESS:**

**SWIFT CODE:**

**BANK OFFICER:**

**AMOUNT:**

**ACCOUNT NAME:**

**TO:**

**BANK NAME:**

**BANK ADDRESS:**

**ACCOUNT NAME:**

**ACCOUNT NUMBER:**

**IBAN:**

**BIC (SWIFT):**

**BANK OFFICER:**

**BANK PHONE NO:**

**BANK OFFICER E-MAIL:**

**TRANSACTION CODE:**

**DEAR SIRS,**

**WE, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, REPRESENTED BY THE UNDERSIGNED OFFICERS, HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY, THAT WE IRREVOCABLY HOLD FOR OUR CLIENT, *(SBLC RECEIVER‘S NAME*), UNDER ACCOUNT NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ CASH FUNDS AMOUNTING TO EURO \_\_\_,000,000.00 (\_\_\_\_\_\_\_\_\_ MILLION EURO), PRESENTLY HELD UNDER CUSTODY WITH OUR BANK, IN FAVOR OF (*BG* *PROVIDER’S NAME*)**

**WE FURTHER CONFIRM THAT THESE FUNDS ARE GOOD, CLEAN, CLEARED EURO OF NON-CRIMINAL ORIGIN AND ARE FREE OF ANY LIEN AND ENCUMBRANCES AND WE HAVE PLACED AN RESERVED ON THESE FUNDS IN FAVOR OF (*SBLC* *PROVIDER’S NAME*) FOR THEIR BENEFIT UNTIL DURATION OF THE TRANSACTION AS CONTAINED IN CONTRACT WITH TRANSACTION CODE NO: XXXXXXXXXXXX, AND THE FUNDS WILL REMAIN UNENCUMBERED DURING THIS PERIOD.**

**WE HEREBY CONFIRM THAT WE ARE PREPARED TO SWIFT TRANSFER A PRINCIPAL AMOUNT OF EURO \_\_\_,000,000.00 (\_\_\_\_\_\_\_\_\_ MILLION EURO) TO THE DESIGNATED ACCOUNTS AFTER SUCCESSFULLY RECEIVING AND AUTHENTICATING THE \_\_\_\_\_\_\_\_\_ MILLION EURO SBLC DELIVERED VIA SWIFT MESSAGING SYSTEM TO OUR CLIENT’S ABOVE ACCOUNT.**

**THIS BANK BLOCK FUNDS IS SUBJECT TO THE UNIFORM RULES FOR STANDBY LETTER OF CREDIT UNDER ICC PUBLICATION NO 458 AND ITS LATEST REVISION.**

**THIS IS AN OPERATIVE INSTRUMENT AND NO MAIL OR HARD COPY CONFIRMATION TO FOLLOW.**

**YOURS FAITHFULLY,**

**FOR AND ON BEHALF OF (NAME AND ADDRESS OF THE ISSUING BANK)**

**BANK OFFICER #1**

**BANK OFFICER #2**

**APPENDIX-C**

**DRAFT TEXT OF BG/SBLC (ICC 600 FORMAT) VIA MT760**

***(TEXT MAY VARY IN SUBSTANCE BUT THE ESSENTIAL UNDERTAKING MUST BE MAINTAINED)***

|  |  |  |
| --- | --- | --- |
| **STANDBY LETTER OF CREDIT NO.** | **:** |  |
| **CURRENCY** | **:** |  |
| **DATE OF ISSUE** | **:**  |  |
| **DATE OF EXPIRY** | **:** |  |
| **APPLICANT** | **:** |  |
| **BENEFICIARY** | **:** |  |

**FOR VALUE RECEIVED, WE, THE UNDERSIGNED <*ISSUING BANK*>, <*BANK ADDRESS*>, HEREBY ISSUE OUR IRREVOCABLE, UNCONDITIONAL, ASSIGNABLE, TRANSFERABLE AND CASH BACKED STANDBY LETTER OF CREDIT NO.: \_\_\_\_\_ AND WITHOUT PROTEST OR NOTIFICATION PROMISE TO PAY AGAINST THIS STANDBY LETTER OF CREDIT TO THE ORDER OF \_\_\_\_\_\_\_\_ AND FOR THE BENEFIT OF \_\_\_\_\_\_\_\_ OR THE BEARER OR HOLDER THEREOF AT MATURITY <DD/MM/YY> THE SUM OF \_\_\_\_\_\_ HUNDRED MILLION EURO ONLY (€\_\_\_,000,000.00 ONLY) IN THE LAWFUL CURRENCY OF THE EUROPEAN UNION UPON PRESENTATION AND SURRENDER OF THIS STANDBY LETTER OF CREDIT AT THE OFFICE OF <*ISSUING BANK*>, <*BANK ADDRESS*>, ON MATURITY DATE, BUT NOT LATER THAN FIFTEEN DAYS AFTER THE MATURITY DATE.**

**SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND CLEAR OF ANY DEDUCTIONS OR CHARGES, FEES OR LEVIES, COLLECTED, WITHHELD OR ASSESSED BY GOVERNMENT OF <*COUNTRY OF ISSUING BANK*> OR ANY POLITICAL SUB-DIVISION OR AUTHORITY THEREOF OR THEREIN.**

**THIS STANDBY LETTER OF CREDIT IS TRANSFERABLE AND ASSIGNABLE WITHOUT PRESENTATION TO US OR PAYMENT OF ANY TRANSFER OR ASSIGNABLE FEE.**

**THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 VERSION) OF THE INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600 OR ITS LATEST REVISION.**

**THIS STANDBY LETTER OF CREDIT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF <*COUNTRY OF ISSUING BANK*>.**

**THE ORIGINAL HARD COPY OF THIS CASH BACKED STANDBY LETTER OF CREDIT WILL FOLLOW BY BANK BONDED COURIER DELIVERY TO COORDINATES AS PER YOUR INSTRUCTION FOR DELIVERY WITHIN SEVEN (7) DAYS OF THIS DATE OF MT760 ISSUE.**

**THIS STANDBY LETTER OF CREDIT IS AN OPERATIVE INSTRUMENT AND ALL CHARGES ARE FOR THE ACCOUNT OF APPLICANT.**

**FOR AND ON BEHALF OF <ISSUING BANK>**

**BANK OFFICER (1) BANK OFFICER (2)**

**AUTHORIZED SIGNATURE: AUTHORIZED SIGNATURE:**

**NAME: NAME:**

**TITLE: TITLE:**

**PIN: PIN:**

**<BANK SEAL>**

**NON-SOLICITATION STATEMENT**

**I, ………………………………………………………….I, AS ACCOUNT SIGNATORY AND INFORMATION RECEIVER, DO HEREBY CONFIRM THAT I HAVE REQUESTED YOU AND YOUR ORGANIZATION, SPECIFIC CONFIDENTIAL INFORMATION AND DOCUMENTATION ON BEHALF OF OURSELVES REGARDING CURRENTLY AVAILABLE PRIVATE FINANCIAL OPPORTUNITIES TO SERVE ONLY OUR INTEREST, EDUCATION, AND NOT FOR FURTHER DISTRIBUTION.**

**I HEREBY AGREE THAT ALL INFORMATION RECEIVED FORM YOU IS IN DIRECT RESPONSE TO OUR REQUEST, AND IS NOT IN ANY WAY CONSIDERED OR INTENDED TO BE A SOLICITATION OF ANY SORT, OR ANY TYPE OF OFFERING, AND FOR OUR GENERAL KNOWLEDGE ONLY. I HEREBY AFFIRM UNDER PENALTY OF PERJURY, THAT I HAVE REQUESTED THIS INFORMATION FROM YOU AND YOUR ORGANIZATION OF OUR CHOICE AND FREE WILL AND FURTHER, AND THAT YOU HAVE NOT SOLICITED US IN ANY WAY.**

**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.**

**I, ……………………………………………., HEREBY SWEAR UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED HEREIN IS ACCURATE AND TRUE AS OF THIS DATE: November 30, 2020.**

**FOR AND BEHALF OF PARTY-B (SBLC RECEIVER):**

**NAME:**

**PASSPORT NUMBER:**

**NATIONALITY:**

**ISSUING DATE:**

**EXPIRY DATE:**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

**INSTRUMENT DESCRIPTION:**

|  |  |  |
| --- | --- | --- |
| **TYPE** | **:** | **STANDBY LETTER OF CREDIT** |
| **ISSUING BANK** | **:** | **HSBC OR TOP 25 BANK** |
| **TOTAL CONTRACT AMOUNT** | **:** | **€ 1,000,000,000.00 EUR (ONE BILLION EURO)** |

I, **…………………………………………….**, holder of **…………** Passport Number **…………..,** acting with full responsibility, hereby irrevocably and unconditionally, without protest or notification, without prejudice, recourse, or delay guarantee to pay the consultancy fee of **2% (TWO Percent)** of the SBLC face value, 1% (One Percent) to Buyside and 1% (One Percent) to Sellside, via wire transfer, at the time of settlement of each and every tranche of the transaction, including rolls and extensions.

I further confirm that the fees stated are compensation for services which have been rendered to satisfaction and are irrevocable, irretrievable and unconditionally guaranteed to be paid simultaneously as, I, the Payer, pay for each tranche of the transaction.

I, the Payer, shall instruct his bank and ensure compliance by the bank to provide each payee with written confirmation of the payment order lodged with the bank together with acknowledgement of their acceptance to honor the payment order(s) automatically.

The beneficiaries reserve the right to change bank coordinates stated here in at any time, upon reasonable advance notice, by providing written notice to the Payer. If the paying bank is changed, I, the Payer, will instruct the new paying bank to issue a new payment order to each payee with the same terms and conditions as explicitly stated herein.

I irrevocably agree that the agents do not assume any responsibility for the above named transactions and cannot be held liable for any reason associated with the transactions, except for breach of non-circumvention and non-disclosure obligations.

In consideration of the mutual benefits to be derived by the associates or affiliated individuals, agents, companies, designees, trustees or executors, it is understood and agreed that the parties hereto are mutually desirous of effecting this business transaction in co-operation with one another for their mutual benefit and all signatory parties agree to abide by the following terms and conditions:

* Each party agrees that they will not make any contact with, deal with or be involved with individuals, trader and investor introduced by another signatory without specific permission of the introduced signatory.
* The signatory agrees to keep confidential the identity of and all contacts so provided by any other signatories.
* The parties hereto agree that all commissions or fees as agreed by the parties shall be paid in full at the end of every tranche of the transaction.
* This agreement shall be legally binding on the parties hereto, their principals, employees, representatives, agents and assigns in all countries of the world.
* The parties hereto affirm that in every case they will act with the highest standards of ethics and honesty in all their dealings.
* Each of the above parties agree and understand that any overt or covert action of circumvention prescribed by this agreement shall be a fraudulent act against the other party and will be subject to judicial action, recompense for damages, possible punitive damages and injunctive relief imposed by the legal process.

This Irrevocable Master Fee Protection Agreement is an integral part of the corresponding agreement bearing the transaction code: **XXB-SBLC-XXXX-LGV11272020**

This IMFPA is valid upon commencement of the above referenced transaction and shall remain valid and enforceable for the full term of the transaction, including any new agreement between the Parties and/or their assigns.

This IMFPA is irrevocable, divisible, and unconditional, and may be assigned only by the beneficiaries named herein.

**BANKING COORDINATES:**

**PAYER‘S BANK COORDINATES FOR PAYMENT OF CONSULTANCY FEES:**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER** |  |
| **BANK TELEPHONE / FAX** |  |
| **OFFICER’S EMAIL** |  |
| **BG BENEFICIARY** |  |
| **SPECIAL NOTE** |  |

**TOTAL COMMISSION FEE OF 1% (ONE PERCENT) OF SBLC FACE VALUE IN EURO PAID BY THE PARTY-B (SBLC RECEIVER) AND TO BE DISBURSED AS FOLLOWS:**

**TO PARTY-A’S GROUP COMMISSION OF ONE PERCENT (1.00%):**

|  |  |
| --- | --- |
| **Beneficiary Name** |  |
| **Paymaster Name** |  |
| **Bank Name** |  |
| **Bank Address** |  |
| **Account Name** |  |
| **Account Number** |  |
| **SWIFT Code** |  |
| **SPECIAL WIRE****INSTRUCTIONS** | **PREADVICE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER AND A COPY OF BANK WIRE TRANSFER SLIP SHALL BE EMAILED TO:** **.......@.............com** **FOR LEGAL VERIFICATION AND DOCUMENTATION, immediately upon each tranche payment together with the transactions code XXB-SBLC-XXXX-** |
| **SIGN & SEAL:** |  |

**TO PARTY-B’S GROUP COMMISSION OF ONE PERCENT (1.00%): THE FOLLOWING PARTY SHALL RECEIVE OF THE ‘PARTY B GROUP’ ONE PERCENT (1.00%)**

|  |  |
| --- | --- |
| **Beneficiary Name** | **LOOKINGGLASS VENTURES, LLC / CHRISTOPHER J. NEILL** |
| **Paymaster Name** | **ALEXANDER ALFANO, ESQ.** |
| **Bank Name** | **JP MORGAN CHASE BANK, N.A.** |
| **Bank Address** | **355 ALHAMBRA CIRCLE, SUITE 100, CORAL GABLES, FLORIDA 33134** |
| **Bank Phone** | **(305) 442-0089** |
| **Account Name** | **FINANCIAL LEGAL GROUP, INC. IOTA TRUST ACCOUNT** |
| **Account Number** | **000000200380316** |
| **SWIFT Code** | **CHASUS33** |
| **SPECIAL WIRE****INSTRUCTIONS** | TEXT MESSAGE: *THE* *S.W.I.F.T.* *MESSAGE* *COVERING* *ALL* *REMITTANCES* *SHALL* *CLEARLY* *STATE* *THE* *FOLLOWING*: “THE REMITTER IS KNOWN TO US. THIS IS DONE WITH FULL BANKING RESPONSIBILITY AND WE ARE SATISFIED AS TO THE SOURCE OF FUNDS SENT TO US.” FOR SAME DAY SETTLEMENT.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: aalfano@lawalfano.com and cjneill@optonline.net FOR LEGAL VERIFICATION AND DOCUMENTATION PURSUANT TO PATRIOT ACT/BANKING REGULATIONS WITH ONE ORIGINAL CONTRACT COPY TO BE FILED WITH BANK |
| **SIGN & SEAL:** |  |

**ACCEPTED AND SIGNED ON November 30, 2020, FOR AND ON BEHALF OF PARTY-B:**

*­­­­­­­­­­­­­­­*

**NAME:**

**PASSPORT NUMBER:**

**NATIONALITY:**

**ISSUING DATE:**

**EXPIRY DATE:**

**PARTY-B (BG RECEIVER) PASSPORT COLOR COPY**

**PARTY-A (BG PROVIDER) PASSPORT COLOR COPY**

**PARTY-A (BG PROVIDER) CERTIFICATE OF INCORPORATION / BUSINESS REGISTRATION**