**Date:\_\_\_\_\_\_\_**

**RE: 365 DAYS LETTER’S OF CREDIT**

**USD $0,000,000.00**

**Representative’s name, ON BEHALF OF company name.**

**DEAR SIRS;**

**ENCLOSED PLEASE FIND AN APPLICATION FOR THE ISSUANCE OF A LETTER OF CREDIT OR BANK GUARANTEE (B/G) STANDBY LETTER OF CREDIT (SLC).**

**IN ORDER TO INDUCE YOU TO ISSUE THE LETTER OF CREDIT OR B/G, WE AGREE THAT AFTER YOU HAVE APPROVED THE LETTERS OF CREDIT OR B/G, YOU SHALL HAVE NO OBLIGATION WHATSOEVER TO AUTHORIZE ANY ADDITIONAL DRAWINGS. IF AND WHEN YOU RECEIVE A REQUEST FROM THE BENEFICIARY OR ANY PARTIES INVOLVED OF THE LETTERS OF CREDIT OR B/G FOR ANY ADDITIONAL DRAWINGS, YOU SHALL HAVE THE RIGHT, IN YOUR SOLE DISCRETION AND WITHOUT OBLIGATION TO US, TO REFUSE SUCH REQUEST.**

**WE ACKNOWLEDGE THAT THE TYPE OF THE LETTERS OF CREDIT OR B/G THAT WE HAVE ASKED YOU TO ISSUE IS A “SPECIAL CLAUSE”, LETTER OF CREDIT OR B/G AND THAT YOU ARE ISSUING IT SOLELY AS AN ACCOMMODATION TO US. WE AGREE THAT YOU SHALL HAVE NO OBLIGATION WHATSOEVER TO AUTHORIZE ANY AMENDMENTS CONCERNING “SPECIAL CLAUSE.” THE LETTER OF CREDIT OR B/G WILL BE ISSUED BY THE SPECIFIED BANK AND WILL BE ADVISED ONLY BY AN ADVISING BANK UNLESS OTHERWISE SPECIFIED IF AND WHEN YOU RECEIVE A REQUEST FROM US FOR ANY AMENDMENT YOU SHALL HAVE THE RIGHT, IN YOUR SOLE DISCRETION AND WITHOUT OBLIGATION TO US TO REFUSE SUCH. WE FURTHER AGREE TO INDEMNIFY AND HOLD YOU HARMLESS AGAINST ANY LOSSES, DAMAGES OR EXPENSES YOU MAY SUSTAIN, INCLUDING REASONABLE FEES, IN CONNECTION WITH THE ABOVE-MENTIONED LETTER OF CREDIT OR B/G.**

**VERY TRULY YOURS,**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Representative’s. DATE Representative’s name**

**Company .**

**(AUTHORIZED SIGNATURE) Passport No.**

**Origin:**

**Company’s Name Date:**

**Address**

**RE: L/C’S IN THE AMOUNT OF: USD$0,000,000**

**ACCOUNT PARTY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BENEFICIARY: SAME**

**DEAR SIRS:**

**WE WILL ARRANGE THE BANK TO ISSUE AN IRREVOCABLE LETTER OF CREDIT OR B/G FOR YOUR ACCOUNT, TO BE USED FOR CREDIT ENHANCEMENT SUBJECTTO THE FOLLOWING TERMS AND CONDITIONS:**

**TEXT**

**THE TEXT OF THE LETTER OF CREDIT OR B/G WILL BE IN SUBSTANTIAL CONFORMITY**

**WITH THE ATTACHED EXHIBIT.**

**FEES**

**WE WILL CHARGE YOU A FEE/COMMISSION IN THE AMOUNT AS MUTUALLY AGREED. THIS AMOUNT MUST BE PAID TO US BY YOU OR YOUR REPRESENTATIVE BEFORE WE ARRANGE THE BANK TO OPEN THE LETTER OF CREDIT OR B/G ON YOUR BEHALF. IT IS UNDERSTOOD THAT CERTAIN PORTIONS OF THE COMMITMENT FEE ARE PAYABLE TO THIRD PARTIES FOR SERVICES RENDERED AND FOR OTHER ASSOCIATED COSTS. ONCE OUR BANK ISSUES THE LETTER OF CREDIT OR B/G THIS FEE/COMMISSION SHALL BE DEEMED TO BE EARNED BY US EVEN IN THE EVENT THE LETTER OF CREDIT OR B/G IS NOT UTILIZED. IF THE BANK FAILS TO ISSUE THE LETTER OF CREDIT OR B/G AS REQUESTED, WE SHALL RETURN THE FEE AND ALL OUR RESPONSIBILITIES, DUTIES AND OBLIGATIONS TO THE ACCOUNT PARTY, BENEFICIARY, BROKER/CONSULTANT IF ANY WILL END.**

**THE TESTED TELEX AND PAYMENT REQUIREMENTS**

**THE LETTER OF CREDIT OR B/G WILL PROVIDE FOR THE BANK TO SEND A TESTED TELEX/ AUTHENTICATED SWIFT MESSAGE TO THE ADVISING AND /OR NEGOTIATING BANK. THE LETTER OF CREDIT OR B/G WILL ALSO PROVIDE THAT THE RECEIPT OF THE TESTED TELEX/ AUTHENTICATED SWIFT MESSAGE BY THE ADVISING AND/OR NEGOTIATING BANK IS A PREREQUISITE TO THE BANK HONORING ANY DRAFTS OF DEMANDS FOR PAYMENT UNDER THE LETTER OF CREDIT OR B/G.**

**THE BANK WILL NOT SEND THE TESTED TELEX UNLESS THE STATED AMOUNT OF THE LETTER OF CREDIT OR B/G IS PAID.THE ACCOUNT PARTY, BENEFICIARY, BROKER AND CONSULTANT IF ANY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL WE PAY THE BANK THAT AMOUNT UNLESS AND UNTIL WE RECEIVE THE STATED AMOUNT OF THE LETTER OF CREDIT OR B/G FROM YOU. WHEN WE RECEIVE THAT AMOUNT, WE WILL REQUEST THE BANK TO MODIFY THE LETTER OF CREDIT OR B/G TO ELIMINATE THE REQUIREMENT OF THE TESTED TELEX. THE ACCOUNT PARTY, BENEFICIARY, BROKER OR CONSULTANT AGREES TO CONSENT TO THAT MODIFICATION.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Representative. DATE Representative’s name**

**Company**

**Passport No.**

**(AUTHORIZED SIGNATURE)** Origin:

**Comapy name Date: \_\_\_\_\_\_\_**

**Addresss**

**NON DISCLOSURE AND NON CIRCUMVENTION AGREEMENT**

**THIS IN TO CONFIRM THAT EACH OF THE NAMED SIGNATORIES, SEPARATELY AND INDIVIDUALLY, AND THEIR ASSOCIATED HEREBY AGREE THAT ( HE/SHE) OR HIS/HER CORPORATION, SUBSIDIZATION, AGENTS OR CONSULTANTS WILL NOT MAKE ANY CONTRACT WITH, DEAL WITH OF OTHERWISE INVOLVE IN ANY CONTRACT WITH, DEAL WITH OR OTHERWISE INVOLVE IN ANY TRANSACTION WITH ANY BANKING OR LENDING INSTITUTIONS, TRUSTS, CORPORATE OR INDIVIDUAL REPRESENTATIVES OF BANKS, LENDING INSTITUTIONS, CORPORATIONS, OR INDIVIDUALS, LENDERS OR BORROWERS, BUYERS OR SELLERS, INTRODUCED BY ANOTHER OF THE SIGNATORIES, SEPARATELY AND INDIVIDUALLY, AND THEIR ASSOCIATES, WITHOUT PERMISSION OF THE INTRODUCING SIGNATORY(S ). THIS AGREEMENT IS ALSO EFFECTIVE FOR THE SIGNATORIES, HEIRS, ASSIGNEES AND DESIGNEES.**

**THE SIGNATORIES HEREBY AGREE TO KEEP COMPLETELY CONFIDENTIAL ANY NAMES OF THE BANKS, LENDING INSTITUTION, ORGANIZATIONS, CORPORATIONS, INDIVIDUAL OR GROUP OF INDIVIDUALS LENDERS OR BORROWERS, BUYERS OR SELLERS, INTRODUCED BY ANY OF THE NAMED SIGNATORIES OR THEIR ASSOCIATES. SUCH IDENTITY SHALL REMAIN CONFIDENTIAL DURING THE APPLICABLE, TRANSACTION AND DURING THE DURATION OF THIS AGREEMENT AND SHALL INCLUDE ANY TELEPHONE NUMBERS, ADDRESSES, TELEX NUMBERS, TELEFAX, ETC.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Representtaive DATE Representative name**

**Company**

**(AUTHORIZED SIGNATURE) Passport No.**

**Origin:**

**Date: \_\_\_\_\_\_**

**HOLD HARMLESS**

**THE ACCOUNT PARTY, BENEFICIARY, BROKER, CONSULTANT IF ANY, EACH HEREBY INDEMNIFIES AND AGREE TO HOLD US HARMLESS FROM AND AGAINST AND AGREE TO PROMPTLY DEFEND US FROM AND REIMBURSE US FOR ANY AND ALL DAMAGES, COSTS EXPENSES, LIABILITIES. OBLIGATIONS AND CLAIMS (“CLAIMS”) OF ANY KIND (INCLUDING WITHOUT LIMITATIONS, REASONABLE ATTORNEY’S FEES AND OTHER LEGAL COSTS AND EXPENSES IN THE INVESTIGATION, DEFENSE, ANY SUCH CLAIM) WHICH WE MAY AT ANY TIME SUFFER OR INCUR, OR BECOME SUBJECT TO AS A RESULT OF IN CONNECTION WITH THIS LETTER OF CREDIT OR B/G OF THE TRANSACTION BETWEEN THE ACCOUNT PARTY AND THE BENEFICIARY OR THE ACCOUNT PARTY AND ANY OTHER PARTIES INVOLVED.**

**ENTIRE AGREEMENT**

**THIS AGREEMENT AND LETTER OF CREDITOR B/G REFEREED TO ARE THE ENTIRE AGREEMENT BETWEEN TITLE PARTIES WITH RESPECT TO THIS TRANSACTION. IT SUPERSEDES ALL OTHER PRIOR OR ALL AND WRITTEN UNDERSTANDINGS AND NEGOTIATIONS BETWEEN THE PARTIES. NO AMENDMENT, SUPPLEMENT OR SIGNED BY ALL OF US.**

**YOU GIVING US THE FEE / COMMISSION, AS AGREED UPON WILL INDICATE THAT YOU ARE IN AGREEMENT WITH THE TERMS AND CONDITIONS SET FORTH ABOVE.**

**THE PARTIES AGREE THAT NON WILL COMMENCE ANY LITIGATION AGAINST THE OTHER ARISING OUT OF THIS AGREEMENT EXCEPT IN THE FEDERAL OR STATE COURTS IN THE STATE OF NEW YORK. EACH PARTY CONSENT TO PERSONAL JURISDICTION IN THE STATE AND TO ACCEPT PROCESS BY CERTIFIED MAIL, RETURN RECEIPT REQUEST, MAILED TO ITS LAST KNOWS BUSINESS ADDRESS.**

**I HAVE READ THAT ABOVE DISCLAIMER WHICH IS THE ONLY AGREEMENT WRITTEN OR OTHERWISE UNDERSTAND IT WILL ABIDE BY SAME, THE ABOVE IS ACCEPTED.**

**YOURS TRULY,**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Representative DATE Representative name**

**Company**

**(AUTHORIZED SIGNATURE) Passport No.**

**Origin:**

NEW YORK DUBAI INVESTMENT TRUST LLC

**Date: \_\_\_\_\_**

**SAMPLE BANK DRAFT**

SAMPLE

DRAFT

ATTACHED

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Representative DATE Representative name**

**(AUTHORIZED SIGNATURE) Company**

**Passport No.**

**Origin: USA**

**SAMPLE DRAFT**

**DATE:-----------**

**ISSUING BANK --------------------**

**ADVISING N/A OR TBD**

**FORM OF SL/C 760 IRREVOCABLE/TRANSFERABLE/STANDBY.**

**SL/C NO. 000000**

**DATE OF ISSUE TBD**

**DATE OF EXPIRY 365 DAYS FROM ISSUANCE**

**DRAFT COPY**

**77C DETAILS OF GUARANTEE OR STANDBY LETTER OF CREDIT**

**PLEASE ADVISE THIS STANDBY LETTER OF CREDIT TO THE BENEFICIARY THROUGH**

**\_\_\_\_\_bank’s name \_\_\_\_\_\_\_\_\_ , address \_\_-\_\_\_ SWIFT CODE:XXX**

**WE HEREBY ESTABLISH, OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO.000 UPON**

**REQUEST OF OUR CLIENT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_./AND OR ITS ASSIGNS AND IN FAVOR**

**OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_., \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ACC. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ UP TO THE AGGREGATE AMOUNT OF USD $,000,000.00 ( US DOLLARS MILLION ONLY) IN CONNECTION OF\_\_\_\_\_\_\_\_\_\_\_ PROJECT.**

**THIS STANDBY LETTER OF CREDIT IS PAYABLE AGAINST THE FOLLOWING DOCUMENTS**

**PRESENTED AT OUR COUNTERS ON OR BEFORE THE EXPIRY OF THIS CREDIT I.E (DATE)**

**WE HEREBY AUTHORIZE BENEFICIARY TO DRAW ON bank’s name FOR ACCOUNT**

**OF UP TO AN AGGREGATE AMOUNT OF USD \_\_\_\_\_\_\_\_\_\_\_\_ MILLION DOLLARS (USD $0,000,000.00)**

**AVAILABLE BY DRAFTS AT SIGHT INDICATING THIS SL/C No. AND DATE ACCOMPANIED**

**BY BENEFICIARY’S SIGNED STATEMENT CERTIFYING THAT THE AMOUNT DRAWN UNDER THIS**

**CREDIT IS DUE AND PAYABLE TO THEM BY (APPLICANT’S NAME) AND THAT THEY HAVE NOT REQUESTED**

**THE SAID AMOUNT FROM (APPLICANT’S NAME) AND HAVE NOT RECEIVED PAYMENT. ACCOMPANIED BY**

**APPLICANT’S CONFIRMATION OF DEFAULT IN TERMS OF CONTRACT NO.00**

**DATED 00 THROUGH bank’s name. BY SWIFT TO THE DESGINATED BANK.**

**AT THE APPLICANTS REQUEST THIS SLC CAN BE EXTENDED UP TO TWO YEARS FROM ISSUANCE.**

**THIS STANDBY LETTER OF CREDIT IS EFFECTIVE FROM (DATE) AND EXPIRES AT OUR OFFICE ON (DATE)**

**WE HEREBY AGREE THAT ALL DEMANDS MADE /ALL DRAFTS DRAWN ON US AND PRESENTED IN**

**CONFORMITY WITH THE TERMS OF THIS SLC SHALL BE DULY HONORED BY US IMMEDIATELY AND**

**WE UNDERTAKE TO IMMEDIATE REMIT TO SUCH ACCOUNT AS YOU MAY DESIGNATE THE FULL AMOUNT**

**OF EACH SUCH ‘DEMAND/ DRAFT’**

**THIS CREDIT IS SUBJECT TO THE UCP FOR STANDBY LETTER OF CREDIT (REVISION 1993) ICC PUBLICATION NO. 500/ 600.**

**DRAFT COPY**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**BANK OFFICER SWIFT CODE**

**DATE :**

**TRANSACTION COCDE:**

**TRANSMITTION IDENTIFICATION CODE**

**DATE:\_\_\_\_\_\_** **Bank’s name-ADVISE DRAFT**

**ISSUING BANK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADVISING BANK N/A OR TBD**

**FORM OF L/C IRREVOCABLE/TRANSFERABLE /STANDBY.**

**L/C NO’S.**

**AMOUNT SEVERAL LC’S TOTALING USD $0,000,000.00.**

**NOT EXCEEDING**

**DATE OF ISSUE TBD**

**DATE OF EXPIRY 3-5 DAYS FROM ISSUANCE**

**PLACE OF EXPIRY AT OUR COUNTERS**

**APPLICANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. /OR HIS ASSIGNS**

**BENEFICIARY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ACC NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BANK NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SWIFT CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AT THE REQUEST OF OUR CLIENT WE HEREBY ISSUE OUR PRE ADVISE NOTIFICATION**

**OF OUR IRREVOCABLE TRANSFERABLE (SEVERAL) STAND BY LETTER’S OF CREDIT**

**NO’S \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FOR A TOTAL OF USD $0,000,000.00 (US DOLLARS MILLION ONLY)**

**IN FAVOR OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-----. AS PER THE AGREED FORMAT**

**UNTIL THE COMPLETION OF DOCUMENTS AND FULFILLMENT OF THEIR COMMITMENTS**

**WITH THE APPLICANT.**

**THIS PRE ADVISE SWIFT NOTIFICATION OF OUR STANDBY LETTER’S OF CREDIT IS VALID FOR A**

**PERIOD OF TEN DAYS FROM THE DATE OF ITS ISSUANCE AND WILL EXPIRE**

**AUTOMATICALLY AFTER FIFTEEN DAYS (15 DAYS) WITHOUT ANY FURTHER NOTIFICATION TO**

**ANY PARTY INVOLVED IN THIS TRANSACTION, UNLESS FOLLOWED BY FULL LENGTH STAND BY**

**LETTER’S OF CREDIT NO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**THIS PRE ADVISE SWIFT IS NOT AN OPERATIVE INSTRUMENT IN ANY WAY AND DOES NOT CARRY**

**ANY FINANCIAL COMMITMENT OR LEGAL BINDING ON THE PART OF THE ISSUING BANK.**

**72/ SENDER TO RECEIVE INFORMATION**

**THIS PRE ADVISE IS SUBJECT TO UCP 1993R ICC PUBLICATION NO. 500/600**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AUTHORIZED BANK OFFICER**

**BANK OFFICER SWIFT CODE:**

**SWIF TRANSMITION CODE(STC-5868)**

**Company Name Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Addresss**

Approval letter receipt of the wire transfer required. The letter of credit or B/G will also provide that the receipt of the tested telex /authenticated swift message by the advising and/or negotiating bank is a prerequisite to the bank honoring any drafts of demands for payment under the letter of credit or B/G.

The bank will not send the tested telex unless the stated amount of the letter of credit or B/G is paid. The account party beneficiary, broker and consultant if any understanding and agree that under no circumstances will we pay the bank the amount unless and until we receive the stated amount of the letter of credit or B/G from you. When we receive that amount, we will request the bank to modify the letter of credit or B/G to eliminate the requirement of the tested telex, the account party, beneficiary, broker or consultant agrees to consent to that modification.

Initial receipt: \_\_\_\_%, (US$000,000.00) the rest will be send to same bank coordinate in 3-5 banking days from the above date, (\_\_% of the face value USD$0,000,000.00).

This letter of credit or BG can be renewable for second years as request by written of the beneficiary.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_**

**Representtaive Date Representative name**

**(Authorized Signature) Company .**

**Passport No.**

**Origin:**

To: Company name Date: \_\_\_\_\_\_\_\_\_

Address

From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RE: AGREEMENT TO ISSUE STANBBY LETTERS OF CREDIT**

**IN SEVERAL LETTERS OF CREDIT IN THE AGGREGATE AMOUNT OF:**

**USD$ 0,000,000.00**

**ACCOUNT PARTY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

BENEFICIARY: SAME

Dear Sirs:

New York Dubai Investment Trust, LLC LLC, is in receipt of your application dated \_\_\_\_\_\_\_\_\_\_ and hereby agree to arrange for the \_\_\_\_\_\_\_ BANK to issue and the advising bank \_\_\_\_\_\_\_\_\_\_\_\_ to advise an irrevocable, transferable standby letter of credit/bank guarantee for your account and your designated beneficiary bank, subject to the following terms and conditions:

SWIFT TEXTS AND TIMING OF ISSUANCE

New York Dubai Investment Trust, LLC LLC will issue a Pre-Advise SWIFT (text attached hereto as Exhibit A.1) to the Beneficiary bank within five banking days of execution of this Agreement and receipt of Escrow Funds as set forth below.

The text of the Standby Letter of Credit / Bank Guarantee to be issued By \_\_\_\_\_\_\_\_ to the Beneficiary bank will be as attached hereto in EXHIBIT A.1 – “SWIFT Text” without material change.

It is agreed that \_\_\_\_\_ is to obtain the Standby Letter of Credit by 5 days subject to normal banking conditions which could – through no fault of \_\_\_\_\_\_\_\_\_\_\_ – cause minor delays. In the event of such normal and customary delays \_\_\_\_\_\_\_\_- shall be allowed to extend the period in which the Standby Letters of Credit / Bank Guarantees totaling $0,000,000 are issued to no later than 5 days. \_\_\_\_\_\_\_\_\_\_\_\_ agrees that none of the issuances shall be in amounts of less than $0,000,000 (\_\_\_\_\_ Million Dollars) and that a minimum of 5 (letter of credit unit) Standby Letters of Credit / Bank Guarantees shall be received by the Beneficiary bank by 5 days. Any and all notices of delays shall be sent immediately to \_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ between 5 days after contract’s date.

ESCROW

The escrow instructions are attached hereto as EXHIBIT C – “Escrow Instructions”. It is agreed that the escrow account or security account and instructions (“EXHIBIT C) shall conform to all applicable laws and regulations of the State of New York.

It is understood that certain portions of the fees and commissions are payable to third parties for services rendered and for other associated costs however, the release of any portion of the escrow funds shall be strictly governed by the escrow instructions, accordingly, any or all fees and commissions shall be earned and released from escrow by escrow agent, only as set forth in the escrow instructions.

\_\_\_\_\_\_\_\_\_\_\_\_\_ represents warrants and guarantees that we will take all necessary actions to insure that no funds are released or drawn from the escrow account except as provided for in the escrow instructions.

TERMS

The Standby Letter(s) of Credit / Bank Guarantee(s) (EXHIBIT A) will be issued by us to your beneficiary bank immediately upon receipt of your funds in the escrow account.

It is agreed and understood that the Standby Letter(s) of Credit / Bank Guarantee(s) will not be issued until the mutually agreed upon fees and commissions as set forth in EXHIBIT B have been deposited in the Escrow Account or designated account by both parties.

It is further understood that – subject to normal banking conditions - if our bank fails to issue the Standby Letter of Credit / Bank Guarantee within 5 banking days of receipt of funds in the escrow account (the issuance due date) then upon receipt of your demand, we shall take all actions necessary to immediately return to you the escrow funds in their entirety with not interest accrued.

Still further, it is understood that upon return of the escrow funds to you in their entirety with plus the accrued interest all of our responsibilities, duties and obligations to the account party, beneficiary, and broker(s) / consultant(s), if any shall be terminated.

THE TESTED TELEX AND PAYMENT REQUIREMENTS

The Standby Letter(s) of Credit / Bank Guarantee(s) will provide for our bank to send a tested telex / authenticated SWIFT message to the advising and/or negotiating bank. The Standby Letter(s) of Credit / Bank Guarantee(s) will further provide that the receipt of the tested telex / authenticated SWIFT message be authenticated by the advising / negotiating bank is a prerequisite to our bank honoring any drafts of demands for payment under the standby letter(s) of credit / bank guarantee(s)

It is agreed that our bank will not send the tested telex / authenticated SWIFT unless the stated fees and commissions (EXHIBIT b) is deposited into the escrow account by you.

The account party, beneficiary, broker(s) and consultant(s), if any understand and agree that under no circumstance will we pay the bank the amount of the Standby Letter(s) of Credit / Bank Guarantee(s) unless and until the stated amount (EXHIBIT B) of the Letter(s) of Credit / Bank Guarantee(s) is deposited into the escrow account by you.

When we receive that amount on deposit in the escrow account, we will immediately instruct the bank to modify the Standby Letter(s) of Credit / Bank

Guarantee(s) to eliminate the requirement of the tested telex. The beneficiary, account holder, broker(s) or consultant(s), if any agrees to consent to this modification.

The signatory parties hereby represent and warrant that they are duly authorized representatives with full power and authority to execute and implement this agreement as set forth herein.

MISCELLANEOUS

Confession of Judgment: \_\_\_\_\_\_\_\_\_\_\_\_\_, jointly and severally agree to the confession of judgment attached hereto as EXHIBIT D.

Non-Disclosure and Non-Circumvention: the signatories accept and fully integrate the non-disclosure and non-circumvention agreement attached hereto as EXHIBIT E.

Consultation with Counsel: the signatories represent and agree that they fully understand their right to discuss this agreement with their own attorney(s); that to the extent, if any, they so desired, they have availed themselves to this right; that they has carefully read and fully understand all of the provisions of this agreement; and that they are voluntarily entering into this agreement.

# Further Assurances: each of the signatories hereto on behalf of themselves and their employees, affiliates, and representatives agree to execute and deliver such instruments, and to take such other actions, as shall be necessary or appropriate in connection with the consummation of the transactions contemplated hereby.

# Successors and assigns: this agreement shall be binding upon, and inure to the benefit of the parties and their respective successors, heirs and assigns.

# Headings: the headings in this agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this agreement.

# Full Incorporation of Exhibits: the Exhibits referenced herein and attached hereto are fully incorporated into this agreement as if part of the main body of the agreement.

# Governing Law: this agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

# Notifications: All notifications shall be sent via fax and courier service that utilizes a tracking number and dating system. All notifications shall be sent to the addresses and fax numbers as set forth herein with copies of all notifications being sent to each party’s legal counsel.

# Facsimile Signature Valid. The parties agree that facsimile signatures shall have the same legal force and effect as original signatures and original signatures will be forwarded by mail.

**AGREED AND ACCEPTED**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on Behalf of: For and on Behalf of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Passport Number: \_\_\_\_\_\_\_\_\_ Passport Number: \_\_\_\_\_\_\_\_\_\_\_\_

Country of Issue: \_\_\_\_\_\_\_\_\_ Country of Issue:

Date of Expiration: \_\_\_\_\_\_\_\_\_\_ Date of Expiration: \_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT B**

**COMMISSIONS AND FEES**

Date:\_\_\_\_\_\_\_\_\_\_

Company name

address

RE: 3-5 DAYS PLUS 365 DAYS

STANDBY LETTER OF CREDIT (“SLC”)

USD$ 0,000,000.00 ( MILLION DOLLARS)

FOR GOOD AND VALUABLE CONSIDERTAION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED AND ACCEPTED, THE PARTIES IRREVOCABLY AND UNCONDITIONALLY AGREE TO THE FOLLOWING FEES AND COMMISSIONS.

CHARGES FOR THE INITIAL 3-5 DAYS SLC INCLUDING THE PRE-ADVICE SWIFT SHALL BE \_\_\_\_% (\_\_\_\_\_\_\_\_ PERCENT) OF THE $0,000,000 TOTAL SUBJECT TO THE ESCROW INSTRUCTIONS STIPULATED IN THIS AGREEMENT.

CHARGES FOR THE SUBSEQUENT CONSECUTIVE 365 DAYS SLC SHALL BE \_\_\_\_\_\_\_% (\_\_\_\_\_\_\_\_ PERCENT) OF THE OF THE $0,000,000 TOTAL RECEIVED. THIS ADDITIONAL PAYMENT SHALL AUTOMATICALLY EXTEND THE TERM OF THE STANDBY LETTERS OF CREDIT / BANK GUARANTEES FOR AN ADDITIONAL 365 DAYS PRIOR RECEIVED THE \_\_\_\_\_% OF THE VALUE OF \_\_\_\_ MILLION (0,000,000.00).

RENEWABLE:

\_\_\_\_\_\_\_\_\_ SHALL ALSO HAVE THE OPTION, AT ITS SOLE AND ABSOLUTE DISCRETION – TO RENEW THE TERM OF THE $0,000,000 STANDBY LETTERS OF CREDIT / BANK GUARANTEES FOR AN ADDITIONAL 365 DAYS AT THE COST OF \_\_\_\_\_\_% (\_\_\_\_\_\_\_\_ PERCENT) OF THE AMOUNT RENEWED TO BE PAID ON OR BEFORE THE EXPIRY DATE.

**EXHIBIT C**

**ESCROW INSTRUCTIONS**

RE: CONTRACT DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_--- BY AND BETWEEN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-. AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The terms and conditions for the release of funds to be deposited by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”) in the Escrow account of \_\_\_\_\_\_\_\_\_\_\_\_\_ (“\_\_\_\_\_\_\_\_\_”) as established by Escrow Agent \_\_\_\_\_\_\_\_\_,are as follows:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_ is to deposit $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ into a \_\_\_\_\_\_ Escrow Account or security account, pursuant to instructions previously tendered, upon the execution of this Agreement for the procurement of Standby Letters of Credit totaling USD $0,000,000 (Million US Dollars).

2. Upon receipt of the $000,000 into the Escrow Account, \_\_\_\_\_\_ is to immediately apply for the $0,000,000 in Standby Letter of Credit which is to be obtained and advised within 5 banking days of receipt of escrow funds execution of the Agreement subject to normal banking conditions but in no instance shall issuance be delayed beyond 8 banking days from date of execution of the Agreement and deposit to Escrow.

3. The Escrow Agent is to release the $000,000 to \_\_\_\_ solely for the following purposes and in accordance with the following terms and conditions:

1. The full amount of $000,000 is to be released to \_\_\_\_ for the purpose of securing a the Standby Letter of Credit (as attached hereto as EXHIBIT A – without material change) for Standby Letters of Credit totaling $0,000,000 for a term of one year and ten days each, to send to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s bank, namely\_\_\_\_\_\_\_\_\_\_\_bank (account information)
   1. Upon issuance of the Standby Letter(s) of Credit, the issuing bank, \_\_\_\_\_\_\_\_\_\_, shall notify the advising bank, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and market received of the SWIFT(s) or Courier(s) by \_\_\_\_\_\_\_\_\_\_\_\_\_’s bank.
   2. The Escrow Agent shall notify \_\_\_\_\_\_\_\_\_\_\_\_ and provide copies of the executed SWIFT advising through \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and say receive of the SWIFT or notification by courier by \_\_\_\_\_\_\_\_\_\_\_\_\_\_’s bank is enough.
   3. \_\_\_\_\_\_\_\_\_\_\_\_\_ is to arrange with its bank, to obtain the proper Clear Code, SWIFT Code process, so as to be able to communicate with the advising bank, \_\_\_\_\_\_\_\_\_\_ and the issuing bank, \_\_\_\_\_\_\_\_\_\_\_\_.
   4. All escrow account expenses are to be borne by 5B
   5. The escrow account cannot be hypothecated or used in any fashion or for any purpose other than as set forth herein.
   6. The escrow funds shall be deposited into an interest bearing account with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   7. In the event that the Letters of Credit totaling $0,000,000 are not received by \_\_\_\_\_\_\_\_\_\_\_\_ within 8 banking days of receipt of the Escrow Funds in

the amount of $000,000, the Escrow Funds in their entirety shall be immediately refunded by the Escrow Agent to \_\_\_\_\_\_\_\_\_\_\_\_ with not interest accrued.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Escrow Agent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

New York, New York

PASSPORT