

## DEED OF AGREEMENT

DATE :  
TRANSACTION CODE:

This agreement is made and entered into this day XX/XX/2023, by and between the parties described below:

### THE LESSOR

Corporate Name	
Mailing Address	
Represented By	
Designation	
Passport No.	
Nationality	

and

### THE LESSEE

Corporate Name	
Mailing Address	
Represented By	
Designation	
Passport No.	
Nationality	

**WHEREAS.** The Lessee desires to lease Bank Guarantee (BG/SBLC) from the Lessor. Lessee confirms with full corporate and legal responsibility that funds available to fulfill the requirements for the lease of this instrument 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 BG/SBLC will be free and clear of all liens, encumbrances and third party interests.

LESSEE'S SIGNATURE

1/14

LESSOR'S SIGNATURE

**NOW THEREFORE**, The Lessee has agreed to lease the BG/SBLC at 4% + 2% of Face Value for the instrument requested and Lessor has agreed to issue BG/SBLC for lease and both Parties hereby agree to the following:

**TRANSACTION DESCRIPTION:**

1. Instrument: Bank Guarantee(BG) Standby Letter of Credit (SBLC)
2. Total Face Value: Euro/USD 1,000,000.00 – Euro/USD 5,000,000,000.00
3. Issuing Bank: HSBC Bank
4. Age: One Year and One Day (With the option of Rolls and Extension)
5. Leasing Fee: 4%+2%
6. Delivery: Bank to Bank Swift MT799 and/or MT760
7. Payment: MT103
8. Hard Copy: By Bank Bonded Courier within 7 banking days after delivery of Swift.

**TRANSACTION PROCEDURE:**

1. Lessor and Lessee execute, sign and initial this Deed of Agreement, which thereby automatically becomes a full commercial recourse contract to be lodged by both parties for initiation of Swift Transmission.
2. Within three (3) banking days after both parties sign the Agreement, Lessor will issue a Refund Recourse Undertaking duly endorsed by the issuing Bank to the Lessee guarantying to refund to the Lessee all cost incurred by Lessee as the transmission/administrative charges for the transmission of Pre-Advice via Swift MT799 or SBLC via Swift MT760 or both after due execution of the contract and in case of failure on the Lessor's side the Notarized signed and sealed Corporate Refund Recourse Undertaking guarantees that the Lessor refunds completely the transmission/administrative fees in addition to a the penalty for failure of performance being 1% of the total face value of SBLC.
3. Within three (3) working days after the Lessee receives contract documents including the invoice and refund undertaking from the Lessor, the issuing Bank will send RWA(Ready willing and able) letter to the receiving bank via the issuing bank secured email.
4. Within three (3) working days after the Lessee receives RWA (Ready willing and able) letter, The Lessee will make payment by direct wire transfer into the Lessor's provided bank co-ordinates for the receiving of the bank transmission/administrative charges the bank transmission/administrative fees for the Pre-Advice via Swift MT799 or SBLC via Swift MT760 or both as the case maybe in the amount of Euro/USD XX 000.00.
4. Within two (2) banking days after confirmation of receipt of payment of the bank transmission/administrative fees charges for the SBLC via Swift MT760 or Pre-Advice via Swift MT799 or both in Lessor's bank account, the Lessor will deliver the Pre-Advice or SBLC via Bank to Bank confirmation of Swift MT799 or MT760 to the Lessee's bank including the hard copy of the SBLC via bank bonded courier in Seven (7) banking days.

5. Lessee sends out Leasing fees by Swift MT103 to the Lessee deducting the initially paid bank transmission/administrative fees and the brokers their commission fees 4%+2 % of total Face Value by wire transfer within thirty (30) days upon delivery, confirmation and verification of SBLC by MT760 in the Lessee's nominated account and SBLC hard copy in the Lessee's nominated bank.

6. Should the Lessee not deduct the bank transmission/administrative charges from Leasing fees paid, the Lessee shall refund bank charges to Lessee by direct wire transfer within three (3) banking days upon payment of the Leasing fees.

7. Any unauthorized calls by any party or its representative lawyers to probes or communication in an improper way to bank(s) in this transaction shall be prohibited and contract terminated.8. All subsequent tranches will be based on the same procedures until collateral or funds become exhausted.

**Should the Lessee default to pay the leasing fees to the Lessor and the brokers commission fees as agreed after Thirty (30) banking days of confirmation of BG/SBLC MT760 in lessee's bank account, Lessor will instruct the issuing bank to put a claim on the BG/SBLC thereby forcing the Lessee's bankers to return the BG/SBLC MT760 to the issuing Bank.**

#### **SCHEDULE OF BANK TRANSMISSION/ADMINISTRATIVE FEES**

<b>BG/SBLC Face Value (USD/EURO)</b>	<b>Bank Transmission/Administrative Fees (USD/EURO)</b>
1M – 20M	15,750.00
21M – 50M	20,500.00
51M – 100M	25,000.00
101M – 250M	37,000.00
251M – 500M	40,750.00
501M – 5B	45,000.00
5B and above (In Tranches of 500M each)	(45,000 for each tranche of 500M)

#### **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 they shall pay 1% as penalty.**

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 entitles to recover reasonably attorney fees and costs.

### **FOR AND ON BEHALF OF THE LESSEE**

---

Signature and Stamp/Seal

Name:  
Designation:  
Passport #:  
Nationality:  
Issue date:  
Expiry date:  
Lessee's International Passport (Attached as Appendix A)

### **FOR AND ON BEHALF OF THE LESSOR**

---

Signature and Stamp/Seal

Name:  
Designation:  
Passport #:  
Nationality:  
Issue date:  
Expiry date:  
Lessor's International Passport (Attached as Appendix B)

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

**LESSOR'S BANKING CO-ORDINATES TO ISSUE BANK GUARANTEE (BG/SBLC) VIA SWIFT MT799 AND/OR MT760**

<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Account Name</b>	
<b>Account Number</b>	
<b>IBAN Number</b>	
<b>SWIFT CODE</b>	
<b>Bank Officer</b>	

**LESSOR'S BANKING CO-ORDINATES TO RECEIVE BANK TRANSMISSION / ADMINISTRATIVE FEES AND LEASE FEES**

<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Account Name</b>	
<b>Account Number</b>	
<b>SWIFT CODE</b>	

**LESSOR RESERVES THE RIGHT TO USE ANY BANK ACCOUNT TO RECEIVE BANK TRANSMISSION/ADMINISTRATIVE FEES OR LEASE FEES TO SMOOTHEN TRANSACTION OPERATION (IT'S OUR BANK REGULATIONS AND PROCEDURE).**

**LESSOR AND LESSEE RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANYTIME BY PROVIDING WRITTEN REQUEST TO THE UNDERSIGNED.**

**LESSEE'S BANK CO-ORDINATES TO RECEIVE BANK GUARANTEE (BG/SBLC) VIA SWIFT MT799 AND/OR MT760**

<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Account Holder</b>	
<b>Account Number</b>	
<b>SWIFT CODE</b>	
<b>Signatory Name</b>	

**LESSEE'S BANK CO-ORDINATES TO PAY FEES**

<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Account Holder</b>	
<b>Account Number</b>	
<b>SWIFT CODE</b>	
<b>Signatory Name</b>	

**LESSEE RESERVES THE RIGHT TO USE ANY BANK COORDINATE TO PAY FEES AND RECEIVE THE BG/SBLC VIA MT799 AND/OR MT760. (IT'S OUR BANK REGULATIONS AND PROCEDURE).**

**APPENDIX A:**

LESSEE INTERNATIONAL PASSPORT

**APPENDIX B:**

**LESSOR INTERNATIONAL PASSPORT**



# "EXHIBIT A"

SAMPLE RWA (READY WILLING AND ABLE) LETTER FROM ISSUING BANK TO LESSEE BANK.  
(Text may vary in substance but the essential undertaking must be maintained)

BANK NAME :  
BANK ADDRESS :  
ACCOUNT NAME :  
BENEFICIARY :  
ACCOUNT NO :  
SWIFT CODE :  
BANK OFFICER NAME :

TRANSACTION CODE :  
AMOUNT :  
CURRENCY:  
BENEFICIARY:

FOR VALUE RECEIVED, WE, XXXXXXXXXX , AT XXXXXXXXXXXXXXXXXXXX, HEREBY ISSUE OUR IRREVOCABLE, UNCONDITIONAL AND NEGOTIABLE SBLC NO : XXXXXXXXXX IN FAVOUR OF XXXXXXXXXXXXX THE BENEFICIARY XXXXXXXXXX FOR THE AMOUNT OF XXXXXXXXXX.

WE HEREBY IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE TO PAY IN FULL AGAINST THIS SBLC CASH BACK ICC 758 AT MATURITY, WITHOUT ANY PROTEST, DELAY OR OBJECTION, THE SUM OF XXXXXXXXXXXXXXXXXXXX TO THE ORDER OF XXXXXXXXXXXXXXXXXXXX. THE BENEFICIARY'S THE BEARER OR HOLDER THEREOF AT MATURITY. SUCH PAYMENT SHALL BE MADE FREE AND CLEAR OF ANY DEDUCTIONS CHARGES, FEES OR WITHHOLDING, UPON RECEIVING BENEFICIARY'S FIRST DEMAND VIA BANK WIRE SYSTEM AND SURRENDER OF THIS SBLC NO: XXXXXXXXXXXXXXXXXXXX AT THIS BANK AT MATURITY DATE.

THIS SBLC IS TRANSFERABLE AND ASSIGNABLE WITHOUT PRESENTATION OF IT TO US AND WITHOUT PAYMENT OF ANY FEES. WE HEREBY ENGAGE WITH YOU THAT THE DEMAND MADE UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS SBLC, SHALL BE DULY HONOURED ON DUE PRESENTATION TO US. THE DEMAND HEREUNDER MUST BE MARKED "DRAWN UNDER SBLC NO: XXXXXXXX DATED,XX/XX/XX{GUARANTY ISSUE DATE}.

THIS SBLC IS CONSTRUED, GOVERNED AND ISSUED IN ACCORDANCE WITH THE RULES, REGULATIONS AND PRACTICES AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE {ICC}, PARIS, FRANCE, PUBLICATION 758, LATEST REVISION.

THIS SWIFT IS OUR VALID AND OPERATIVE INSTRUMENT. NO MAIL CONFIRMATION WILL FOLLOW. ALL CHARGES ARE FOR THE ACCOUNT OF APPLICANT.

THIS BANK INSTRUMENT IS WITH GOOD,CLEAN AND NON-CRIMINAL ORIGIN FUND.

FOR AND ON BEHALF OF

\_\_\_\_\_  
AUTHORIZED BANK OFFICER 1  
<NAME, TITLE, PIN CODE>

\_\_\_\_\_  
AUTHORIZED BANK OFFICER 2  
<NAME, TITLE, PIN CODE>

# "EXHIBIT B"

SAMPLE REFUND UNDERTAKING LETTER FOR BANK CHARGES FROM THE PROVIDER  
(Text may vary in substance but the essential undertaking must be maintained)

TRANSACTION CODE : XXX 00/00/2013.  
ATTN : XXX CLIENT NAME XXX  
XXX CLIENT ADDRESS XXX

DEAR SIR,

SUBJECT: IRREVOCABLE CORPORATE REFUND UNDERTAKING

WE HEREBY CONFIRM WITH FULL CORPORATE RESPONSIBILITY UNDER PENALTY OF PERJURY THAT WE ARE READY, WILLING AND ABLE TO DELIVER A FRESH CUT BG OR SBLC FOR TOTAL FACE VALUE OF \$€00,000,000.00 (AMOUNT IN WORD) FROM OUR ISSUING BANK <NAME & ADDRESS OF BG /SBLC ISSUING BANK>, AS AGREED IN THE DEED OF AGREEMENT TO YOUR BANK COORDINATES WITH <ACCOUNT NAME & ACCOUNT NUMBER OF BG/SBLC FROM RECEIVING BANK>, WITHIN 48HOURS UPON CONFIRMATION OF YOUR WIRE TRANSFER OF \$€00,000.00 (AMOUNT IN WORD) BEING THE BANK TRANSMISSION, ADMINISTRATIVE AND HANDLING CHARGES TO DELIVER BY SWIFT MT799 FOLLOWED BY MT760 OR BY DIRECT MT760 TO YOUR NOMINATED BANK ACCOUNT FOR AUTHENTICATION AND VERIFICATION BEFORE DELIVERY OF HARD COPY VIA BANK BONDED COURIER SERVICE TO YOUR BANK ADDRESS WHICH IS CONTAINED IN OUR DEED OF AGREEMENT.

KINDLY RE-CONFIRM YOUR RECEIVING BANK ACCOUNT INFORMATION BELOW.

LESSEE'S BANKING COORDINATES TO RECEIVE BANK GUARANTEE (BG/SBLC) VIA SWIFT MT799/MT760.

BANK NAME : XXX  
BANK ADDRESS : XXX  
ACCOUNT NAME : XXX  
ACCOUNT NUMBER : XXX  
BANK OFFICER : XXX  
SWIFT CODE : XXX

WE HOWEVER, AGREE TO REFUND IMMEDIATELY TO YOU THE \$€0,000.00 (AMOUNT IN WORD) AT THE END OF THE TRANSMISSION OF MT760 **WITHIN 3 BANKING DAYS AFTER PAYMENT OF LEASING FEES AS STATED IN THE CONTRACT OR YOU CAN ADJUST THIS AMOUNT WHILE MAKING THE PAYMENT OF LEASE FEES.** IF OUR BANKER FAILS TO DELIVER TO YOUR BANK ACCOUNT THE ELECTRONIC COPY OF BG VIA SWIFT MT760 WITH 72HOURS UPON CONFIRMATION OF YOUR DIRECT WIRE TRANSFER PAYMENT FOR THE BANK TRANSMISSION FEES INTO OUR BANK ACCOUNT STATED BELOW, WE WILL IMMEDIATELY REFUND TOTAL AMOUNT PAID FOR TRANSMISSION FEES INTO YOUR BANK ACCOUNT IN ADDITION TO A THE PENALTY FOR FAILURE OF PERFORMANCE BEING 1% OF THE TOTAL FACE VALUE OF BG/SBLC. **WE HAVE GIVEN OUR CORPORATE INSTRUCTION TO OUR ISSUING BANK TO REFUND THE BANK TRANSMISSION FEES BY LODGING A COPY OF THIS UNDERTAKING ALONG WITH THE CONTRACT. OUR ISSUING BANK HAS ENDORSED THIS LETTER OF UNDERTAKING AS A TOKEN OF THEIR CONFIRMATION.**

LESSOR'S BANKING COORDINATES FOR ISSUING BANK GUARANTEE (BG/SBLC) VIA SWIFT MT799/MT760 (ALSO FOR REFUND).

BANK NAME : XXX  
BANK ADDRESS : XXX  
ACCOUNT NAME : XXX  
ACCOUNT NUMBER : XXX  
IBAN NUMBER : XXX  
SWIFT CODE : XXX  
BANK OFFICER : XXX

LESSOR'S BANKING COORDINATES TO RECEIVE BANK TRANSMISSION/ADMINISTRATIVE FEES.

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

FOR AND ON BEHALF OF:

LESSOR SIGNATURE  
LESSOR NAME

BANK OFFICER SIGNATURE  
BANK OFFICER NAME

NOTARY OFFICER SIGNATURE  
NOTARY OFFICER NAME

LESSEE'S SIGNATURE

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LESSOR'S SIGNATURE

# "EXHIBIT C"

## SAMPLE SWIFT MT-199 OR 799 FROM ISSUING BANK TO LESSEE BANK (Text may vary in substance but the essential undertaking must be maintained)

### FROM

BANK NAME:  
BANK ADDRESS:  
BANK TEL:  
BANK FAX:  
BANK OFFICER NAME:  
SWIFT CODE:  
ACCOUNT NAME:  
ACCOUNT NO:

### TO

BANK NAME:  
BANK ADDRESS:  
BANK TEL:  
BANK FAX:  
BANK OFFICER NAME:  
SWIFT CODE:  
ACCOUNT NAME:  
ACCOUNT NO:

TRANSACTION CODE:  
AMOUNT:  
CURRENCY  
BENEFICIARY

FOR VALUE RECEIVED, WE, ----- {NAME OF ISSUING BANK} -----, AT ----- {FULL BANK ADDRESS}-----, HEREBY ISSUE OUR IRREVOCABLE, UNCONDITIONAL AND NEGOTIABLE BG /SBLC NO : ----- IN FAVOUR OF \_\_\_\_\_ THE BENEFICIARY XXXXXXXXXXXX FOR THE AMOUNT OF XXX AMOUNT IN WORD {\$ EUR00,000,000.00}, VALID FOR ONE (1) YEAR AND ONE (01) DAYS AND DUE FOR PAYMENT AT MATURITY ON \_\_\_\_\_ {1 YEAR + 1 DAY MATURITY DATE FROM ISSUING DATE} \_\_\_\_\_

WE HEREBY IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE TO PAY IN FULL AGAINST THIS BG/SBLC AT MATURITY, WITHOUT ANY PROTEST, DELAY OR OBJECTION, THE SUM OF XX \$ OR EUR \$€00,000,000.00 TO THE ORDER OF XXXXXXXXXXXX THE BENEFICIARY'S THE BEARER OR HOLDER THEREOF AT MATURITY. SUCH PAYMENT SHALL BE MADE FREE AND CLEAR OF ANY DEDUCTIONS CHARGES, FEES OR WITHHOLDING, UPON RECEIVING BENEFICIARY'S FIRST DEMAND VIA BANK WIRE SYSTEM AND SURRENDER OF THIS BG/SBLC NO: ----- AT THIS BANK AT MATURITY DATE.

THIS BG/SBLC IS TRANSFERABLE AND ASSIGNABLE WITHOUT PRESENTATION OF IT TO US AND WITHOUT PAYMENT OF ANY FEES. WE HEREBY ENGAGE WITH YOU THAT THE DEMAND MADE UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS BG/SBLC, SHALL BE DULY HONOURED ON DUE PRESENTATION TO US. THE DEMAND HEREUNDER MUST BE MARKED "DRAWN UNDER BG/SBLC NO: ----- DATED, \_\_\_\_\_ {GUARANTY ISSUE DATE}

THIS BG/SBLC IS CONSTRUED, GOVERNED AND ISSUED IN ACCORDANCE WITH THE RULES, REGULATIONS AND PRACTICES AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE {ICC}, PARIS, FRANCE, PUBLICATION 500, LATEST REVISION.

THIS SWIFT IS OUR VALID AND OPERATIVE INSTRUMENT. NO MAIL CONFIRMATION WILL FOLLOW. ALL CHARGES ARE FOR THE ACCOUNT OF APPLICANT.

PLEASE CONFIRM YOU ARE READY TO RECEIVE AND FUND THIS BANK INSTRUMENTS WITH GOOD, CLEAN AND NON-CRIMINAL ORIGIN FUNDS.

FOR AND ON BEHALF OF  
<NAME OF ISSUING BANK>  
<ADDRESS OF ISSUING BANK>

\_\_\_\_\_  
AUTHORIZED BANK OFFICER 1  
<NAME, TITLE, PIN CODE>

\_\_\_\_\_  
AUTHORIZED BANK OFFICER 2  
<NAME, TITLE, PIN CODE>

LESSEE'S SIGNATURE

11/14

LESSOR'S SIGNATURE

# "EXHIBIT D"

**SAMPLE SWIFT MT-760 FROM ISSUING BANK TO LESSEE BANK**  
(Text may vary in substance but the essential undertaking must be maintained)

**FROM**

BANK NAME:  
BANK ADDRESS:  
BANK TEL:  
BANK FAX:  
BANK OFFICER NAME:  
SWIFT CODE:  
ACCOUNT NAME:  
ACCOUNT NO:

**TO**

BANK NAME:  
BANK ADDRESS:  
BANK TEL:  
BANK FAX:  
BANK OFFICER NAME:  
SWIFT CODE:  
ACCOUNT NAME:  
ACCOUNT NO:

BANK GUARANTEE NO.:  
ISSUING BANK NAME: HSBC BANK PLC  
BANK ADDRESS: 8 CANADA SQUARE E14 5HQ LONDON, UNITED KINGDOM.  
CURRENCY:  
ISSUED DATE:  
MATURITY DATE:  
AMOUNT:  
APPLICANT: XXXXXXXXXXXXXXXX  
BENEFICIARY: XXXXXXXXXXXXXXXX

FOR VALUE RECEIVED WE THE UNDERSIGNED, HSBC BANK PLC, ADDRESS AT 8 CANADA SQUARE E14 5HQ LONDON UK, HEREBY IRREVOCABLY, UNCONDITIONALLY AND WITHOUT PROTEST OR NOTIFICATION ON FIRST DEMAND, PROMISE TO PAY AT MATURITY TO THE ORDER OF \_\_\_\_\_ THEREOF, THE SUM OF XXXXXXXXXXXXXXXX (XXXXXXXX MILLION XXX) IN THE LAWFUL CURRENCY OF THE EUROPEAN UNION/UNITED STATES DOLLARS UPON PRESENTATION AND SURRENDER OF THIS GUARANTEE AT THE OFFICE OF HSBC BANK PLC.

SUCH PAYMENT SHALL BE MADE WITHOUT SET OFF AND SHALL BE UNENCUMBERED FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES, FEES OR WITH HOLDING OR ANY NATURE NOW OR HEREAFTER IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE GOVERNMENT OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

THIS GUARANTEE IS FULLY CASH BACKED WITH FUNDS ON DEPOSIT THAT ARE GOOD, CLEAN, CLEARED OF NON-CRIMINAL ORIGIN, FREE OF ANY LIENS OR ENCUMBRANCES LEGALLY EARNED BY THE APPLICANT. THIS BANK GUARANTEE IS UNCONDITIONAL, TRANSFERABLE, ASSIGNABLE, DIVISIBLE AND CONFIRMED WITHOUT PRESENTATION OF IT TO US AND SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED KINGDOM.

THIS BANK GUARANTEE IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR BANK GUARANTEE AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE - PARIS - FRANCE, LATEST REVISION OF PUBLICATION 758.

THIS IS AN OPERATIVE INSTRUMENT, NO MAIL CONFIRMATION WILL FOLLOW.

FOR AND ON BEHALF OF:  
XXX ISSUING BANK XXX  
XXX ISSUING BANK ADDRESS XXX

BANK OFFICER 1  
TITLE (PIN)

BANK OFFICER 2  
TITLE (PIN)

**TOTAL COMMISSION FEE OF 0.5% + X% OF FACE VALUE IN EURO/USD PAID BY THE LESSEE TO BE SHARED EQUALLY AS FOLLOW:**

**TOTAL COMMISSION OF 0.5% TO LESSOR'S SIDE (CLOSED)**

PARTICULARS	PAYMASTER 1
Name	
E-mail	
Bank Name	
Bank Address	
ABA Routing Number	
Account Number	
Account Name	
SWIFT CODE	
Bank Telephone	
Beneficiary:	
Special Instructions:	
Required Message:	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN, AND ARE IMMEDIATELY PAYABLE IN CASH"

**TOTAL COMMISSION OF X% TO LESSEE'S SIDE (OPEN)**

PARTICULARS	PAYMASTER 1
Name	
E-mail	
Bank Name	
Bank Address	
ABA Routing Number	
Account Number	
Account Name	
SWIFT CODE	
Bank Telephone	
Beneficiary:	
Special Instructions:	
Required Message:	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN, AND ARE IMMEDIATELY PAYABLE IN CASH"

This Fee Protection Agreement has been agreed and executed by the undersigned on this day MM/DD/YYYY.

FOR AND ON BEHALF OF THE LESSEE

\_\_\_\_\_  
Signature and Stamp/Seal

Name:

Nationality:

Passport #:

Issue date:

Expiry date:

Place of Issue: