

## 3 YEAR PRE FINANCING GUARANTEE

Provided by Family Office

1. Client places a 3 Year Pre Financing Guarantee request and proves the immediate cash availability of Euro 25,000
2. A Terms Sheet is issued free of charge by the Family Office
3. Client accepts the Terms Sheet and pays Euro 12,500 for the Corporate Guarantee Structure directly to the incorporator to start the transaction
4. Client requests the emission of the 3 Year Pre Financing Guarantee. Investment Funding Contract is issued. Client signs contract and pays Euro 12,500 for the emission of the 3 Year Pre Financing Guarantee.
5. The Corporate Guarantee is issued and the hard copy Original is deposited with an international law firm acting as Escrow Agent/Trustee.
6. Client deposits the agreed company shares (same value as PFG) with the international law firm acting as Escrow Agent/Trustee for the term of the Guarantee.
7. At the request from the client, the 3 Years Pre Financing Guarantee can be advised to the client's bank, or any credit provider, against payment of these fees: Advice sent by secured Email @ Euro 2,500, hard copy confirmation via secured courier service @Euro 5000, or SWIFT MT700 or MT799 @25,000 (up to a face value of Euro 10M).
8. After 3 years, and if there are no claims, 90% of the shares are returned to the client. The Family Office will remain 10% share owner in the company. Alternatively, these 10% shares can be repurchased by the client at the initially agreed value and price.

## **PRE-FINANCING GUARANTEE ISSUED BY THE [FAMILY OFFICE]**

TO: [BENEFICIARY/RECEIVER]  
SENT VIA SECURED EMAIL, HARD COPY & SECURED COURRIER, OR BANK TO BANK VIA SWIFT  
[TRANSMISSION DATE]  
FOR THE ATTENTION OF [PROJECT/COMPANY]  
REFERRED TO BELOW AS THE [PROJECT/COMPANY]  
SUBJECT: GUARANTEE NO.:

THIS IS OUR IRREVOCABLE GUARANTEE FOR THE REPAYMENT OF PRE-FINANCING COSTS FOR [PROJECT/COMPANY] FOR THE IMPLEMENTATION OF PHASE 1, IN YEAR ONE, TWO AND THREE, FOR TECHNICAL ASSISTANCE AND FOR STRENGTHENING THE MANAGEMENT CAPACITY OF THE [PROJECT/COMPANY] AND TO ENABLE THE SECOND IMPLEMENTATION PERIOD AND CAPACITY BUILDING IN PHASE 2.

WE, THE UNDERSIGNED, [FAMILY OFFICE] <NAME AND ADDRESS> HEREBY IRREVOCABLY DECLARE THAT WE GUARANTEE AS PRIMARY OBLIGOR, AND NOT MERELY AS A SURETY, ON BEHALF OF [PROJECT/COMPANY] <NAME AND ADDRESS>, HEREINAFTER REFERRED TO AS "[PROJECT/COMPANY]", IN CASE OF DEFAULT OF REPAYMENT BY [PROJECT/COMPANY] UP TO THE MAXIMUM AMOUNT OF < AMOUNT OF THE PRE-FINANCING> CORRESPONDING TO THE PRE-FINANCING AS MENTIONED IN THE INVESTMENT FUNDING AGREEMENT AND THE GENERAL CONDITIONS OF THE INVESTMENT FUNDING AGREEMENT [CONTRACT2] FOR FINANCIAL AND TECHNICAL ASSISTANCE AND FOR STRENGTHENING THE MANAGEMENT CAPACITY OF [PROJECT/COMPANY].

PAYMENT SHALL BE MADE WITHOUT OBJECTION, UPON RECEIPT OF YOUR FIRST WRITTEN CLAIM (SENT BY REGISTERED LETTER WITH CONFIRMATION OF RECEIPT) STATING THAT THE [PROJECT/COMPANY] HAS NOT REPAID THE PRE-FINANCING ON REQUEST. WE SHALL NOT DELAY THE PAYMENT, NOR SHALL WE OPPOSE IT FOR ANY REASON WHATSOEVER. WE SHALL INFORM YOU IN WRITING AS SOON AS PAYMENT HAS BEEN MADE. WE ACCEPT NOTABLY THAT NO AMENDMENT TO THE TERMS OF THE CONTRACT CAN RELEASE US FROM OUR OBLIGATION UNDER THIS GUARANTEE.

THE LAW APPLICABLE TO THIS GUARANTEE SHALL BE THAT OF THE COUNTRY IN WHICH THE [FAMILY OFFICE] ISSUING THE GUARANTEE IS ESTABLISHED. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTEE SHALL BE REFERRED TO THE COURTS OF THE COUNTRY IN WHICH THE [FAMILY OFFICE] ISSUING THE GUARANTEE IS ESTABLISHED.

THIS GUARANTEE WILL COME INTO FORCE AND WILL TAKE EFFECT ON RECEIPT OF ANY PRE-FINANCING PAYMENTS IN THE ACCOUNT DESIGNATED BY THE [PROJECT/COMPANY] TO RECEIVE PAYMENTS. OUR GUARANTEE IS VALID UNTIL DDYYYY AND EXPIRES IN FULL AND AUTOMATICALLY IF THE WRITTEN DEMAND FOR PAYMENT TOGETHER WITH YOUR BANK'S CONFIRMATION OF THE SIGNATURES AND A CERTIFIED COPY OF YOUR FIRST WRITTEN CLAIM IS NOT IN OUR POSSESSION ON OR BEFORE THAT DATE.

FIRST WRITTEN CLAIM HAS TO BE SENT TO [ESCROW AGENT] ON PAPER BEARING THE LETTERHEAD OF THE CREDITOR PLACING THE CLAIM.

*IN CASE OF THIS GUARANTEE BEING TRANSMITTED AND ADVISED VIA SWIFT, FIRST WRITTEN CLAIM HAS TO BE SENT VIA SWIFT TO THE INSTITUTION THAT TRANSMITTED THIS GUARANTEE TO THE [BENEFICIARY/RECEIVER] BANK.*

THIS GUARANTEE IS NEITHER TRANSFERABLE NOR ASSIGNABLE.

PAYMENT IS AVAILABLE UPON THE BENEFICIARY'S FIRST WRITTEN DEMAND IN THE FORM OF PRESENTATION INDICATED ABOVE NOT EARLIER THAN 15 (FIFTEEN) DAYS BEFORE EXPIRY DATE AND WITHIN THE VALIDITY OF THIS GUARANTEE.

DATED & DULY SIGNED BY THE FAMILY OFFICE PROJECT COMPANY