

SPECIMENTE VERBIAGE OF PRE-ADVICE VIA SWIFT MT 799(199):

FORMAT OF PRE-ADVICE
via MT799

Instance Type and Transmission

Notification (Transmission) Of Original Sent To SWIFT (Ack) Network Delivery Status : Network Ack/Received
Priority/Delivery : Normal

SWIFT Input Reference:
SWIFT Message Header

SWIFT Fin: FIN 799 Free Format Message Basic Header S 01
Application Header K
SWIFT Message Text

20: TRANSACTION REFERENCE NUMBER

Xxxxxxx

21: RELATED REFERENCE

XxXXXXXXXXXXXX CURRENCY: €
AMOUNT: xxxxxxxxxxxx

ORDERING CUSTOMER NAME & ADDRESS

XXXXXXXXXXXXXXXXXXXX ACCOUNT NAME:
ACCOUNT NUMBER:

31C:DATE OF ISSUE

79: NARRATIVE

WE, COMMERCIAL DEVELOPMENT BANK AG, XXXXXXXXXXXX, UNITED KINGDOM CONFIRMATION OF READY, WILLING AND ABLE TO ISSUE AND

DELIVER AND UNCONDITIONAL STANDBY LETTER OF CREDIT FULLY CASH BACKED IN THE FACE VALUE OF € xxxxxxxxxxxx MILLION EURO (€00,000,000.00)

IN FAVOUR OF XXXXXXXXXXXXXXXX.

WE HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY THAT WE ARE READY, WILLING AND ABLE TO ISSUE STANDBY LETTER OF CREDIT VIA SWIFT

MT760 IN FAVOUR OF XXXXXXXXXXXXXXXX IN THE FACE VALUE OF EUROPEAN UNION CURRENCY € xxxxxxxxxxxx MILLION.

(€ xx,000,000.00) WITH A VALIDITY OF ONE (1) YEAR AND ONE (1) DAY.

WE FURTHER CONFIRM THAT THE STANDBY LETTER OF CREDIT IS CASH-BACKED AND IS ASSIGNABLE, TRANSFERABLE AND UNCONDITIONALLY CALLABLE

UPON MATURITY.

ALL CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT FOR AND ON BEHALF OF COMMERCIAL DEVELOPMENT BANK AG, XXXXXXXXXXXX, UNITED KINGDOM AUTHORIZED OFFICER 1 AUTHORIZED OFFICER 2 GROUP FINANCE DIRECTOR CHIEF RISK OFFICER

9. DRAFT SWIFT MT760 IARDLC FROM THE ISSUING BANK TO THE RECEIVING BANK

IARDLC VERBIAGE

Via SWIFT MT700

IARDLC NO.: XXXXXXXXXXXXXXXX

ISSUING BANK:XXXXXXXXXX

ADDRESS: XXXXXXXXXXXXXXXXXXXXXXXX

SWIFT CODE: XXXXXXXXX

BANK OFFICER:XXXXXXXXXX

APPLICANT: XXXXXXXXXXXXXXXXXXXXXXXX

DATE OF ISSUE: XXXXXXXX

DATE OF MATURITY: XXXXXXXX

CURRENCY: EUROPEAN UNION CURRENCY

FACE AMOUNT: €XXXXXXXXXXXX

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RECEIVING BANK: XXXXXXXXXXXXXXXXXXXX
ADDRESS: XXXXXXXXXXXXXXXXXXXX
SWIFT CODE: XXXXXXXX
BANK OFFICER: XXXXXXXX
BENEFICIARY: XXXXXXXXXXXXXXXXXXXX.

FOR VALUE RECEIVED, WE, (NAME & ADDRESS OF ISSUING BANK), HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST AND NOTIFICATION, PROMISE TO PAY AGAINST THIS IARDLC TO THE ORDER OF (NAME OF BENEFICIARY), THE BEARER OR HOLDER THEREOF, AT MATURITY THE SUM OF €XXXXXXXX.00 (AMOUNT IN WORDS) IN THE LAWFUL CURRENCY OF EUROPEAN UNION, UPON SURRENDER AND PRESENTATION OF THIS STANDBY LETTER OF CREDIT AT OUR OFFICE AT (ADDRESS OF ISSUING BANK), BUT NOT LATER THAN 15 (FIFTEEN) DAYS AFTER MATURITY DATE OF THIS IARDLC.

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SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTION OR CHARGE, FEE OR WITHOLDING OF ANY NATURE PRESENTLY OR IN THE FUTURE IMPOSED, LEVIED, COLLECTED, WITHELD OR ASSESSED BY THE GOVERNMENT OF (ISSUING COUNTRY) OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

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THIS IARDLC IRREVOCABLE IS FREELY TRANSFERABLE, ASSIGNABLE, DIVISIBLE AND OPERTATIVE WITHOUT PRESENTATION OF IT TO US AND WITHOUT THE PAYMENT OF ANY TRANSFER FEE OR CHARGE. THIS IARDLC IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEE AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, ICC PUBLICATION NO. 758, 2010 REVISION.

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THIS IARDLC SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF (ISSUING COUNTRY).

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ALL BANKING CHARGES ARE FOR THE ACCOUNT OF APPLICANT.

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THIS IS AN OPERATIVE INSTRUMENT AND NO FURTHER MAIL CONFIRMATION WILL FOLLOW.

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FOR AND ON BEHALF OF
(NAME AND ADDRESS OF ISSUING BANK) AUTHORIZED BANK OFFICER #1 AUTHORIZED BANK OFFICER #2

10. IMPORTANT WARNING NOTICE:

IMPORTANT WARNING NOTICE:

A)
OF COMMERCE
B)
INTERPOL GENERAL SECRETARIAT
C)
INVESTIGATION

INTERNATIONAL CHAMBER
INTERPOL IP CRIME UNIT
FEDERAL BUREAU OF

THIS IS A VERY IMPORTANT MESSAGE TO ANYONE INVOLVED IN THE COMMODITIES INDUSTRY ON THE NEW MEASURES WITH RESPECT TO BUYERS AND SELLERS CONDUCTING TRANSACTIONS.

FROM NOW ON, IF AN ICPO, LOI, RWA, OR BCL IS ISSUED AND THE DOCUMENT IS NOT REAL, TRUE AND/OR ACTUALLY VERIFIABLY FACTUAL, THE BUYER WILL BE ABLE TO INFORM THE FBI, ICC, AND INTERPOL. IN ADDITION, AFTER AN FCO IS SENT TO THE BUYER, THERE SHOULD BE A FORMAL ANSWER TO SELLER FROM BUYER IN A TIMELY MANNER IN ACCORDANCE WITH THE AGREEMENT BETWEEN PARTIES.

IF THERE IS NO RESPONSE FROM THE BUYER IN A TIMELY MANNER, THE BUYING COMPANY WILL BE REPORTED TO THE FBI, ICC AND INTERPOL. IF THIS ACTION IS REPEATED BY SELLERS, THEY TOO WILL ALSO BE REPORTED FOR ABUSE OF THE NCND, LOI, ICPO, AND RWA OR BCL, FOR THIS IS NOW A FEDERAL OFFENSE.

IT IS IMPORTANT TO TRANSMIT THIS TO ALL CLIENTS THAT WORK WITH PROVIDERS THAT ARE MEMBERS OF THE ICC, FBI, AND OTHER INTERNATIONAL ORGANIZATIONS. FROM THIS POINT FORWARD, THE INTERNATIONAL CODES WILL BE STRICTLY ENFORCED TO EXCLUDE ALL INTRUDERS THAT SEND OR TRANSMIT FALSE INFORMATION. THOSE WHO SUBMIT A FALSE NCND/IMFPA, LOI, ICPO, RWA OR BCL, OR FCO, AS WELL AS FALSE PROOF OF PRODUCT (POP), FALSE PROOF OF FUNDS (POF) WILL BE CHARGED WITH A CRIME.

THIS OFFENSE WENT INTO EFFECT ON NOVEMBER 15, 2008 AFTER A MEETING WAS HELD BETWEEN THE FEDERAL RESERVE, EUROPEAN CENTRAL BANK, INTERPOL, FEDERAL BUREAU OF INVESTIGATION AND CENTRAL INTELLIGENCE AGENCY.

THE REASON FOR THIS MEASUREMENT IS TO PROTECT THE COMMODITIES INDUSTRY WHICH IS A FUNDAMENTAL PART OF THE WORLD'S ECONOMY.

I HAVE READ AND UNDERSTOOD THE SEVERITY OF THE WARNING ABOVE AND DO REALIZE THE SERIOUS IMPACT THAT PERTAINS TO ALL OIL AND OTHER COMMODITIES TRANSACTIONS

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS) SHALL BE DEEMED VALID AND ENFORCEABLE IN RESPECT OF ANY PROVISIONS OF THIS CONTRACT. AS APPLICABLE, THIS AGREEMENT SHALL BE:- INCORPORATE U.S. PUBLIC LAW 106229, "ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT" OR SUCH OTHER APPLICABLE LAW CONFORMING TO THE UNCITRAL MODEL LAW ON ELECTRONIC SIGNATURES (2001) AND ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, GENEVA, MAY 2000) ADOPTED BY THE UNITED NATIONS CENTRE FOR TRADE FACILITATION AND ELECTRONIC BUSINESS (UN/CEFACT). EDT DOCUMENT SHALL BE SUBJECT TO EUROPEAN COMMUNITY DIRECTIVE NO. 95/46/EEC, AS APPLICABLE. EITHER PARTY MAY REQUEST HARD COPY OF ANY DOCUMENT THAT HAS BEEN PREVIOUSLY TRANSMITTED BY ELECTRONIC MEANS PROVIDED HOWEVER, THAT ANY SUCH REQUEST SHALL IN NO MANNER DELAY THE PARTIES FROM RESPECTING THEIR OBLIGATIONS AND DUTIES UNDER EDT INSTRUMENTS

PRIVACY STATEMENT: THE INFORMATION CONTAINED IN THIS PROPOSAL ARE CONFIDENTIAL AND MAY BE DISCLOSED ONLY BY PERSONS AUTHORIZED AND LISTED BELOW. DISSEMINATION, COPYING AND / OR DISTRIBUTION OF THIS DOCUMENT BY ANY PERSON OTHER THAN THE PERSONS LISTED BELOW, IS PROHIBITED AND MAY BE PROSECUTED.

BLUENERGY AND HIS AGENTS, IN RELATION TO THIS AGREEMENT BETWEEN THE TWO PARTIES, SELLERS AND BUYERS, MUST NOT BE HELD LIABLE FOR THE PARTIAL OR TOTAL FAILURE TO PERFORM OBLIGATIONS ARISING OUT OF CIRCUMSTANCES OF FORCE MAJEURE AS ACTS OF GOD, STRIKES, FIRES, FLOODS, WARS (DECLARED OR NOT DECLARED), DIRECTED (INCLUDING PROTECTION, QUOTAS, PRIORITIES, REQUISITIONS AND PRICE CONTROLS), FINANCIAL INABILITY TO FULFILL THE OBLIGATIONS OF THIS CONTRACT, LACK OF LEGAL FITNESS DUE TO SANCTIONS AND LEGAL INTERDICTIONS AND OTHERS WHO ARE OUT OF CONTROL OF THE PARTIES AND HAVE ARISEN AFTER THE CONCLUSION OF THIS AGREEMENT.