DATE: August 09, 2023

THIS GUARANTEE PROVIDES:

1. IRREVOCABLE AUTHORIZATION TO DISBURSE AGREEMENT (IADA)
2. IMPFA
3. PAYMENT OF TRANSACTION

I, **XXXXXXXX**  the undersigned, in representation of **XXXXXXX** with a settlement account for this transaction, (hereinafter referred to as the “Payor” of the present monetary resources) acting with full legal and corporate responsibility, hereby irrevocably and unconditionally, without protest or notification, without prejudice, recourse, or delay guarantee to pay the project funding sums entitled to each Project Developer’s below nominated Master Paymasters accounts listed on this document via Bank SWIFT MT103 or CASH TRANSFER (Direct Cash Transfer) at time of each and every tranche of transaction settlement with INVESTOR, meaning simultaneously upon clearance of funds and receipt of credit to our account.

This PAYMENT GUARANTEE LETTER is our irrevocable pay order to the Project Developers, is and shall remain an integrated part of the referenced contract between FUNDS OWNER and PARTNER.

**I can CONFIRM that I have full authority to sign this letter.**

This Guarantee and its non-disclosure contents shall remain in effect until this transaction, including any renewals, extensions and additions are fully completed.

ARBITRATION: All disputes and questions whatsoever which arises between the Investor, Receiver and/or Beneficiaries/Project Developers to this Agreement and touching on this PAYMENT GUARANTEE LETTER 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 PAYMENT GUARANTEE LETTER 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 PAYMENT GUARANTEE LETTER, except by an instrument in writing signed by both Parties and recipients of funds. This PAYMENT GUARANTEE LETTER will be governed by and construed in accordance with the laws of United Kingdom. In the event that either Party and/or Recipient(s) of funds shall be required to bring any legal actions against the Payor in order to enforce any of the terms of this PAYMENT GUARANTEE LETTER the prevailing party shall be entitled to recover reasonable attorney fees and costs.

This PAYMENT GUARANTEE LETTER, if transmitted by facsimile or electronic mail, or otherwise, shall be considered an original, legally enforceable document. Generally recognized International Standards of Non-Circumvention & Non-Disclosure (NC/ND) are applicable for a period of Five (5) Years from the date of this document or the last date of the contract, including any renewals, extensions and additions that are fully completed/signed/sealed, which includes this, and any other business or operation carried out by the parties to this contract, and we agree to respect those.

Parties to this PAYMENT GUARANTEE LETTER are independent contractors and all contemplated payments and/or disbursements hereunder are divided interests. Nothing in this PAYMENT GUARANTEE LETTER construes or creates a partnership or employer/employee relationship between or among the Payor and recipient(s) of funds hereto. All taxes, Federal, State or other are the independent responsibility of each of the recipient party hereto.

The above stated codes and any other identification codes shall remain the same and shall not be changed until this transaction including any renewals, extensions and additions are fully completed and we agree to respect those. The Transaction Code may be amended only by mutual agreement between all parties hereto (including project developers who are represented by their Master Paymasters). This transmission via facsimile or e-mail will be accepted as an original and I (the “Payor”) confirm that I have the full authority to execute this PGL document.

BY ISSUING THIS PGL, I, **XXXXXXXXXXX REPRESENTATIVE OF XXXXXXX** FURTHER AFFIRMS:

THE INVESTOR ( OTHERWISE KNOWN AS PARTY-A) AND SAID INVESTMENT FUNDS ARE COMPLIANCE APPROVED

THEY ARE READY, WILLING AND ABLE TO MAKE SAID DISTRIBUTIONS TO THE INVESTOR ( PARTY A ) AS PER THE INSTRUCTIONS CONTAINED HEREIN AND ALSO PROVIDES THE SAME AFFIRMATION TO ALL BENEFICIARIES HEREBY DETAILED **WITHIN 72 HOURS** OF SAID INVESTMENT’S DEPOSIT INTO THEIR INVESTMENT ACCOUNT.

**FURTHERMORE, XXXXXXXX AS REPRESENTATIVE OF XXXXXX** SHALLHAND SIGN THIS PAYMENT GUARANTEE LETTER IN WET BLUE INK (AS PER THE CONDITIONS SET WITHIN THE INVESTMENT AGREEMENT).

**XXXXXXXXX** , SHALL RELY ON THE DETAILS WITHIN APPENDIX A. AND PERSONALLY ENSURE THE TERMS AND INSTRUCTIONS OF BOTH THE INVESTMENT CONTRACT AND THIS PGL, ARE ABIDED BY WITHOUT DEVIATION.

**SIGNED ON THIS DAY: AUGUST 09, 2023**

**XXXXXXXXXXXX**

**Holder of Passport XXXXXXX**

**EXPIRY DATE: XXXXXXXX,**

**Issued by the Country of XXXXXXXX**

**APPENDIX A. DISTRIBUTION DETAILS**

**GENERAL COMMENT**S: AS THE CASE MAY BE - ALL SWIFT MT 103 WIRE TRANSFERS WILL BE MADE IN EURO CURRENCY AND SHALL HAVE A SPECIAL MESSAGE ATTACHED TO IT AND READ: “URGENT, THE SAME DAY VALUE AND CREDIT”, AS PER THE AGREED TERMS AND CONDITIONS CONTAINED IN THE CONTRACT BETWEEN THE PARTIES AND IN THIS AGREEMENT.

BANKING COORDINATES ARE AS FOLLOWS:

THE FOLLOWING INDIVIDUALS AND/OR ORGANIZATIONS/BENEFICIARIES WILL RECEIVE THE AMOUNT AS STATED AND IS TO BE SENT TO THEIR RESPECTIVE BANK ACCOUNTS/PAYMASTER’S.

FOR THE AVOIDANCE OF DOUBT. THÉ ISSUER OF THIS PGL CONFIRMS ALL ALLOCATIONS ARE TO BE CALCULATIONS ON THE FACE VALUE OF INVESTMENT TRANSACTION AND ALL TRANSACTION CHARGES AND TAXES ARE OBLIGATIONS OF PGL ISSUER AND COMPANY HE OR SHE REPRESENTS.

**PARTY A**: **INVESTOR (SENDER) GROUP 1: 40% (FORTY PERCENT)** of Face Value of Transferred Amount with Rolls and Extensions to The Beneficiary’s Account as Stated Below: **(CLOSED)**

| COMPANY NAME |  |
| --- | --- |
| COMPANY ADDRESS |  |
| REPRESENTED BY |  |
| PASSPORT NO. |  |
| DATE OF ISSUE: |  |
| DATE OF EXPIRY ; |  |
| COUNTRY OF ISSUE: |  |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NAME |  |
| ACCOUNT SENDER. (IBAN) |  |
| ACCOUNT NUMBER |  |
| BIC/SWIFT CODE: |  |

**PARTY A:** **INVESTOR (SENDER’S MANDATE) GROUP 2: 5% (FIVE PERCENT)** of Face Value of Transferred Amount with Rolls and Extensions to The Beneficiary’s Account as Stated Below**:(CLOSED)**

| COMPANY NAME |  |
| --- | --- |
| COMPANY ADDRESS |  |
| REPRESENTED BY |  |
| PASSPORT NUMBER |  |
| COUNTRY |  |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NAME |  |
| ACCOUNT NO. |  |
| SWIFT CODE |  |
| SIGNATORY |  |
| REQUIRED MESSAGE | All Transfer Instructions Shall State: “Funds Are Good, Clean And Clear , And Of Non-Criminal Origin, Are Lien Free And Unencumbered And Are Payable In Cash Immediately Upon Receipt By Beneficiary’s Bank.” |

**PARTY A: INVESTOR (SENDER’S INTERMEDIARIES) GROUP 3: 5% (FIVE PERCENT)** of Face Value of Transferred Amount with Rolls and Extensions to The Beneficiary’s Account as Stated Below:**(CLOSED)**

SPLIT EQUALLY BETWEEN ALL BENEFICIARY INTERMEDIARIES

| PAYMASER NAME |  |
| --- | --- |
| PASSPORT NUMBER |  |
| COUNTRY |  |
| ISSUED DATE |  |
| EXPIRATION DATE |  |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NAME |  |
| ACCOUNT NO. |  |
| SWIFT CODE |  |
| BENEFICIARIES |  |
| REQUIRED MESSAGE | All Transfer Instructions Shall State: “Funds Are Good, Clean And Clear , And Of Non-Criminal Origin, Are Lien Free And Unencumbered And Are Payable In Cash Immediately Upon Receipt By Beneficiary’s Bank.” |

**PARTY B: INVESTOR (RECEIVER) GROUP 1: 40% (FORTY PERCENT)** of Payment of Face Value Including Possible Rolls and Extensions allocated AS FOLLOWS: **(CLOSED)**

| COMPANY NAME |  |
| --- | --- |
| COMPANY ADDRESS: |  |
| REPRESENTED BY: |  |
| PASSPORT NUMBER |  |
| DATE OF ISSUE: |  |
| DATE OF EXPIRY: |  |
| ISSUING AUTHORITY: |  |
| SERVER DOMAIN NAME: |  |
| SERVER IP: |  |
| GLOBAL SERVER IP: |  |
| CURFRENCY: |  |

**PARTY B: INVESTOR (RECEIVER MANDATE) GROUP 2: 5% (FIVE PERCENT)** of Payment of Face Value Including possible Rolls and Extensions allocated AS FOLLOWS: **(CLOSED)**

| PAYMASTER |  |
| --- | --- |
| COMMISSION |  |
| BANK NAME |  |
| BANK ADDRESS |  |
| TELEPHONE |  |
| ACCOUNT NO. |  |
| ACCOUNT NAME |  |
| SWIFT |  |
| BANK OFFICER |  |
| BENEFICIARIES |  |
| SPECIAL WIRE INSTRUCTIONS | PREADVICE MUIST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER & EMAIL a notification immediately upon each tranchetransfer payment together with the transactions code/s to : |

**PARTY B: INVESTOR (INTERMEDIARIES) GROUP 3: 5% (FIVE PERCENT)** of Payment of Face Value Including possible Rolls and Extensions allocated AS FOLLOWS: **(CLOSED)**

SPLIT EQUALLY BETWEEN ALL BENEFICIARY INTERMEDIARIES

|  |  |
| --- | --- |
| COMMISSION |  |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NO. |  |
| ACCOUNT |  |
|  |  |
| BANK |  |
|  |  |
| BENEFICIARIES |  |
| SPECIAL WIRE INSTRUCTIONS | PREADVICE MUIST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER & EMAIL a notification immediately upon each tranchetransfer payment together with the transactions code/s to : [randhir.mungroo@absa.africa](mailto:randhir.mungroo@absa.africa)  [johard@rouxattorneys.co.za](mailto:johard@rouxattorneys.co.za) |

IF NECESSARY, THE BENEFICIARIES HAVE THE RIGHT TO CHANGE BANKING COORDINATES WITH PAYOR, AND TO INFORM RESPONSIBLE PAYOR AND PARTICIPANTS OF ANY CHANGES THAT MAY AFFECT ANY PAYMENT IN WRITING.

This IRREVOCABLE AUTHORIZATION TO DISBURSE AGREEMENT (IADA) are irrevocable and shall be valid, unchanged, legally binding and enforceable from the date written above until the completion of the transaction.

This IRREVOCABLE AUTHORIZATION TO DISBURSE AGREEMENT (IADA) cannot be reversed, changed, supplemented or anything without the written consent of all of those mentioned here individuals and/or organizations/beneficiaries.

İn Witness Whereof, the parties listed here, and/or Assigns as the authorized signatory, intending to be bound hereby, has caused this IADA thus to be duly executed by its authorized signatory and witnessed as of the day and year written below:

SIGNED AND SEALED ON DATE : AUGUST 09, 2023

SIGNATURE:

**MR.**

**Holder of Passport Number:**

**EXPIRY DATE:**

**Issued by the Country of:**

PARTY A/INVESTOR PASSPROT COPY

PARTY A/INVESTOR COMPANY CERTIFICATE COPY

PARTY B/PAYOR PASSPROT COPY

PARTY B/PAYOR COMPANY CERTIFICATE COPY

**RECEIVER BANK ENDORSEMENT**

This irrevocable payment order has been lodged with us and will be executed as per instructions above.

****

**Bank Officer Name:**

**Title:**

**Pin Number:**

**Bank Name:**

**Seal and signature: Date: / /**



**…………………………………………..**

------------------------------ END OF DOCUMENT ------------------------------