

# INSURANCE WRAP

## LENDER-[DATE]-000001

### PREAMBLE

Whereas, [name of entity providing collateral for loan] (hereinafter "BORROWER") has applied for a loan of \$[loan amount] UNITED STATES DOLLARS (hereinafter "LOAN") offering as collateral \$[collateral amount] UNITED STATES DOLLARS (hereinafter "COLLATERAL") deposited in account [number] with NVC FUND COMMERCIAL TRANSACTION PLATFORM (hereinafter "NVC FCTP");

Whereas, [name of lender] (hereinafter "LENDER") has agreed to provide LOAN to BORROWER, as per terms and conditions of [name of document] (hereinafter "LOAN DOCUMENT"), a copy of which LOAN DOCUMENT attached hereto is hereby made part hereof by this reference thereto;

Whereas, TESLA REINSURANCE INC. (hereinafter "TESLA-RE") is a company licensed under the BARBADOS EXEMPT INSURANCE ACT;

Whereas, information regarding TESLA REINSURANCE INC. available through the internet website indicated herein below is hereby made part hereof by this reference thereto:

<http://www.tesla-re.com/about.html>

Whereas, TESLA-RE and NVC FUND HOLDING TRUST (hereinafter "NVC TRUST") have established a Special Purpose Vehicle through which NVC TRUST is legally authorized to issue this INSURANCE WRAP LENDER-[DATE]-000001 (hereinafter "INSURANCE");

Whereas, NVC TRUST offices and counters are located at 100 Crescent Court #700, Dallas, Texas, USA 75201 and NVC FTCP information and access to accounts is available through the internet website <http://pb.nvcfund.com/banking/#home> ;

Whereas, information regarding the financial strength of NVC TRUST, which provides NVC TRUST the financial capability required to comply with and fulfill this INSURANCE, is publicly accessible by using ISIN US67074B1052 and CUSIP 67074B105 to access said information.

Whereas, as per LOAN DOCUMENT, BORROWER has accepted to assign COLLATERAL to LENDER in exchange for LENDER providing LOAN deposited in [coordinates specified by NVC TRUST] (hereinafter "NVC COORDINATES");

Whereas, LOAN shall be used and/or disbursed by NVC TRUST as per private agreement between BORROWER and NVC TRUST;

NVC TRUST hereby certifies that this INSURANCE is hereby issued and provided to LENDER subject to the following CLAUSES:

### CLAUSES

1. The PREAMBLE hereof is hereby made part of the CLAUSES hereof by this reference thereto.

2. This INSURANCE shall be effective as of the date that LENDER deposits full amount of LOAN into NVC COORDINATES and shall guarantee payment of LOAN and interest (the total of which is hereinafter referred to as "LOAN PAYMENT") as stipulated in LOAN DOCUMENT.
3. This INSURANCE covers any unpaid amount up to full value of LOAN PAYMENT which BORROWER may not otherwise provide as required by LOAN DOCUMENT.
4. **Payment through this INSURANCE is available without set-off and is free and clear of any deductions, charges, fees, or withholding of any nature presently or in the future imposed, levied, collected, withheld or assessed by any governmental entity, or any political subdivision or authority therein or thereof for payment upon receipt by NVC TRUST at NVC TRUST counters or by courier of a statement by LENDER in writing demanding payment hereunder and certifying that LENDER has suffered loss up to the amount claimed is due but unpaid to LENDER of LOAN PAYMENT to which BORROWER is obligated as per LOAN DOCUMENT, certifying that other insurable interest and remedies have been exhausted, and certifying that final payment is now required of NVC TRUST as stipulated and required as per this INSURANCE.**
5. This INSURANCE expires after LOAN PAYMENT has been satisfied by BORROWER as per LOAN DOCUMENT or after LOAN PAYMENT has been completed by NVC TRUST as per this INSURANCE.
6. Once LOAN PAYMENT has been satisfied, LENDER shall no longer have any claim on COLLATERAL.
7. NVC TRUST hereby undertakes to effect payment as per this INSURANCE if the terms and if all other conditions of this INSURANCE are fulfilled.
8. Payment obtained as per this INSURANCE shall be made by drawing against NVC TRUST within NVC FCTP.
9. This INSURANCE is subject to the Uniform Customs and Practices for Documentary Credits (1993 revision as amended from time to time) number 500 of the International Chamber of Commerce.
10. This INSURANCE may be delivered by electronic transmission and signatures thereon shall be deemed as original signatures for all relevant purposes.
11. In derogation of applicable provisions of international treaties or domestic laws, all parties that may rely hereon hereby must severally solemnly acknowledge and irrevocably accept (i) that the laws of Dallas County, Texas, USA, apply exclusively, having absolute precedence over any other law of any other jurisdiction, and (ii) to elect as exclusive jurisdiction and venue, which hold respectively absolute precedence over any other jurisdiction and venue whatsoever, as per the rules and regulations thereof, the courts of Dallas County, Texas, USA.
12. In the event of a dispute regarding any provision herein that cannot be resolved by good faith negotiations between relevant parties hereof, then the subject matter of said dispute will be referred to arbitration for final and binding resolution in accordance with the laws, rules, and regulations of the jurisdiction governing this INSURANCE.

13. A party availing itself of arbitration, in accordance herewith, shall bear the full costs and expenses related thereto. Costs and expenses incurred during arbitration, including legal fees, will be finally awarded, in addition to any other due and payable compensation, to the prevailing party.
14. The decision of arbitrator(s) shall be final and binding on all parties related hereto and shall be presentable in any court of competent jurisdiction for enforcement.

**Authorized Trust Officer**

**Authorized Trust Officer**

**TRUST SEAL**