

## IRREVOCABLE TRUST GUARANTY

From:	NVC GUARANTY TRUST
Guarantee No:	[identification of guaranty]
Issue Date:	[issue date]
Place of Issue:	Dallas, Texas
Applicant:	HOWSE SERVICES, INC
Beneficiary:	[Beneficiary of guarantee]
Amount:	\$1,000,000,000.00
Date of Expiry:	[one year and 30 days after issue date]
Place of Expiry:	NVC FUND's counters 100 Crescent Court #700 Dallas Texas 75201

We, NVC GUARANTY TRUST, hereby issue our irrevocable guarantee number [identification of guaranty] in favor of [Beneficiary of guarantee] by the order of HOWSE SERVICES, INC, in the amount of \$1,000,000,000.00 (*One Billion U.S. Dollars*) to be drawn against NVC GUARANTY TRUST within NVC FUND COMMERCIAL TRANSACTION PLATFORM.

This guarantee covers up to \$1,000,000,000.00 (*One Billion U.S. dollars*) [Beneficiary of guarantee] will lend to [BORROWER(S)]

This guarantee 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 us at our counters or by courier of a statement by [Beneficiary of guarantee] in writing demanding payment hereunder and certifying that [Beneficiary of guarantee] has suffered loss up to the amount claimed is due but unpaid to [Beneficiary of guarantee] in respect of the credit facilities granted to [BORROWER(S)] in connection with transactions described as [BORROWER(S) APPROVED PROJECT(S)], certifying that insurable interest and remedies have been exhausted, and certifying that final payment is now required of NVC GUARANTY TRUST under the terms of Guarantee [identification of guaranty].

This guarantee is effective as of [issue date] and, unless renewed, expires automatically at our offices in Dallas, Texas, USA, on [one year and 30 days after issue date]. This Irrevocable Guaranty is renewable each year, for up to 5 years, upon the payment of the annual renewal premium of [5% of the face value].

We hereby undertake to effect payment if the terms and if all other conditions of this guarantee are fulfilled.

This guarantee 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.

This NVC GUARANTY may be delivered by electronic transmission and signatures thereon shall be deemed as original signatures for all relevant purposes.

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 .

[identification of guaranty]

**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 NVC GUARANTY.**

**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.**

**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**

**TRUST SEAL**

**Authorized Trust Officer**