

## ON BUYERS LETTERHEAD

TRANSACTION CODE :  
 BUYER'S CODE:  
 SELLER'S CODE:

Date :

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT**

RE: ACQUISITION OF TOP 25 WESTERN EUROPEAN – MTNs 50 BILLION USD 30+1 OR BETTER –  
 10YR, 7 ½%

**BANK INSTRUMENT DESCRIPTION**

|                  |                                                                                     |
|------------------|-------------------------------------------------------------------------------------|
| INSTRUMENT       | : Medium Term Notes                                                                 |
| ISSUANCE         | : Top 25 West European Banks                                                        |
| TERM             | : Ten (10) years and One (1) day                                                    |
| INTEREST         | : 7.5% payable annually                                                             |
| CATEGORY         | : Fresh Cut                                                                         |
| CONTRACT SIZE    | : \$50 Billion USD with R & E                                                       |
| FIRST TRANCHE    | : Five Hundred Million (\$500-M)                                                    |
| FURTHER TRANCHES | : To Be Agreed                                                                      |
| INVOICE PRICE    | : Thirty plus one percent (30% +1%) of face value.                                  |
| COMMISSION/FEE   | : 1% shared equally between Buyer and Seller Side consultants at<br>.50% each side. |
| DENOMINATIONS    | USD 10M, 20M, 50M, 100M                                                             |

IN THE ABOVE MENTIONED TRANSACTION AND IN ANY AND ALL TRANSACTIONS WITH THIS BUYER INVOLVING THE PURCHASE OF BANK INSTRUMENTS (MEDIUM TERM NOTES OR BANK GUARANTEES, CD, AND BONDS) THE FOLLOWING WILL SET OUT THE PROTECTION OF FEES SHOULD THE CONTRACT BE EXECUTED AND CONSUMMATED UNDER THE TERMS AND CONDITIONS MUTUALLY AGREED UPON BY THE PRINCIPALS OR THEIR MANDATE AGENTS.

NOW THEREFORE, xxxxxxxxxx , Passport No. xxxxxxxx HEREINAFTER KNOWN AS PAYER/BUYER, ACTING WITH FULL CORPORATE AND LEGAL AUTHORITY AND RESPONSIBILITIES ON BEHALF OF xxxxxxxxxxxxxxxxxxxxxx, UNDER PENALTY OF PERJURY OF LAW, DO ISSUE THIS IRREVOCABLE DISBURSEMENT INSTRUMENT, MASTER FEE PROTECTION AGREEMENT TO BENEFICIARIES FOR CONSULTANT SERVICES. I DO HEREWITH, WITHOUT PREJUDICE AND RECOURSE, GUARANTEE TO PAY THE FEES NOT ONLY FOR THE TRANSACTION REFERENCED ABOVE BUT FOR ANY AND ALL TRANSACTIONS UNDER ANY TRANSACTION NUMBER WITH THIS SELLER FOR A PERIOD OF FIVE (5) YEARS. THE UNDERSIGNED, AS THE BUYER OR LEGAL BUYER'S REPRESENTATIVE, AGREES AND GUARANTEES TO CAUSE A COPY OF THIS IRREVOCABLE MASTER PAYMENT ORDER TO BE ATTACHED TO EACH COPY OF THE FINAL SIGNED CONTRACT AT ALL TIMES. THIS IRREVOCABLE PAYMENT IS ISSUED PURSUANT TO AND IN ACKNOWLEDGEMENT OF THE BUYER'S RESPONSIBILITIES UNDER THE PRESENT CONTRACT.

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UPON EXECUTION OF THIS AGREEMENT AND PRIOR TO, OR SIMULTANEOUSLY WITH THE FIRST TRANSACTION, PAYER/BUYER GUARANTEES THAT THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT WILL BE LODGED WITH THE PAYER/BUYER'S BANK AND/OR PAYING BANK FOR THE PURPOSE OF PAYMENT TO THE INTERMEDIARIES LISTED HEREIN. SHOULD THE PAYER/BUYER NOT DO SO, PAYER/BUYER FURTHER AUTHORIZES ANY PAYMASTER LISTED HEREIN TO LODGE THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT WITH THE PAYER/BUYER'S BANK AND SUCH LODGING SHALL CARRY THE SAME FORCE AND EFFECT AS IF THE PAYER/BUYER HAD DONE SO HIMSELF/HERSELF. PAYER/BUYER WAIVES ALL DEFENSES.

THE PAYER/BUYER FURTHER AGREES THAT THE FEES AND COMMISSIONS STATED ARE COMPENSATION FOR SERVICES RENDERED AND ARE IRREVOCABLE, IRRETRIEVABLE AND UNCONDITIONALLY GUARANTEED TO BE PAID SIMULTANEOUSLY WITH THE DELIVERY/LOADING OF EACH AND EVERY TRANCHE OF THE BANK INSTRUMENT REFERRED TO IN THIS CONTRACT. THE FEES WILL BE FREE OF LEGAL IMPEDIMENT AND FREE OF ANY DEDUCTIONS, EXCLUDING BANK TRANSFER FEES AND ROUTINE BANKING DELAYS, FOR THIS AND ALL SUBSEQUENT TRANSACTIONS WITH THIS BUYER.

PAYMENT WILL BE MADE FOR EACH AND EVERY TRANCHE UNTIL THE TOTAL CONTRACT AMOUNT HAS BEEN SOLD IN FULL, INCLUDING ALL SUBSEQUENT EXTENSIONS, ADDITIONS, ROLLOVERS, MODIFICATIONS OR RENEWALS THEREOF. THIS INCLUDES ANY NEW AGREEMENT BETWEEN THE BUYER AND THE SELLER, THEIR SHAREHOLDERS AND/OR ASSIGNEES.

THE PAYER/BUYER AGREES THAT IF HE ATTEMPTS TO CIRCUMVENT, BYPASS, ALTER OR CHANGE THIS AGREEMENT (OR THE SPIRIT OF THIS AGREEMENT) BY CHANGING OR CAUSING TO BE CHANGED OR HAVING KNOWLEDGE OF ANY CHANGES TO THE TRANSACTION NUMBERS IN THIS AGREEMENT TO WILLFULLY AND KNOWINGLY AVOID PAYING THE FEES OWED TO THE PERSONS LISTED BELOW, ANY ONE (OR ALL) OF THE PERSON(S) LISTED BELOW WILL CONTACT THE BUYER AND THE FED WITH A BREACH OF CONTRACT, CEASE & DESIST ORDER AND ANY FURTHER BUYS WILL BE HALTED.

IF ANY OF THE EVENTS IN THE ABOVE PARAGRAPH OCCUR, THE PAYER/BUYER UNDERSTANDS AND AGREES THAT HE WILL BE EXCLUDED FROM CONDUCTING BUSINESS WITH THIS SELLER AT ANY TIME IN THE FUTURE.

THE PAYER/BUYER UNDERSTANDS AND AGREES THAT THIS ORDER INCLUDES THIS EXISTING AGREEMENT. THE PAYER/BUYER ALSO AGREES TO PAY RESTITUTION TO THE PERSONS LISTED BELOW IN THE FULL AMOUNT THAT WOULD HAVE BEEN PAID IF AN AVOIDANCE OF PAYMENT, CIRCUMVENTION, ALTERATION, OR CHANGE OF THE TRANSACTION (OR CODE) NUMBER(S) HAD NOT OCCURRED.

THE PAYING BANK TO THIS IRREVOCABLE PAY ORDER FEE PROTECTION AGREEMENT WILL BE THE FOLLOWING:

BANK NAME :  
BANK ADDRESS :  
PHONE :  
ROUTING NO :  
ACCOUNT NO. :  
ACCOUNT NAME :  
SWIFT CODE :  
BANK OFFICER :

IT IS AGREED THAT THE ABOVE LISTED BANK WILL ISSUE A LETTER OF RECEIPT OF THIS AGREEMENT TO THE PAYEES. THE BUYER ALSO RESERVES THE RIGHT TO CHANGE BANKS AT ANY STAGE DURING ANY GIVEN TRANSACTION, BUT SUCH CHANGE WILL HAVE NO BEARING ON THE CONTENTS OF THIS AGREEMENT. SHOULD THE BUYER

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**CHANGE BANKS, THIS AGREEMENT WILL BE LODGED WITH THE NEW BANK IMMEDIATELY AND BEFORE OR SIMULTANEOUSLY WITH THE FIRST TRANSACTION DONE WITH THE NEW BANK AND THE BENEFICIARIES LISTED HEREIN SHALL BE NOTIFIED. SHOULD THE PAYER/BUYER NOT DO SO, PAYER/BUYER FURTHER AUTHORIZES ANY PAYMASTER LISTED HEREIN TO LODGE THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT WITH THE PAYER/BUYER'S NEW BANK AND SUCH LODGING SHALL CARRY THE SAME FORCE AND EFFECT AS IF THE PAYER/BUYER HAD DONE SO HIMSELF/HERSELF. PAYER/BUYER WAIVES ALL DEFENSES.**

**ALL PARTIES AGREE NOT TO CIRCUMVENT, AVOID, BYPASS OR OBTAIN EACH OTHER DIRECTLY OR INDIRECTLY TO AVOID PAYMENT OF COMMISSIONS OR FEES IN ANY TRANSACTION PENDING, OR IN THE FUTURE, FOR AS LONG AS A CONTRACT SHALL REMAIN IN FORCE BETWEEN TWO PRINCIPALS, OR, FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF EXECUTION OF THIS AGREEMENT SHOULD NO CONTRACT RESULT.**

**AT NO TIME SHALL EITHER PARTY DISCLOSE OR OTHERWISE REVEAL TO ANY THIRD PARTY ANY CONFIDENTIAL INFORMATION, CODE OR REFERENCE AND OR ANY SUCH INFORMATION ADVISED TO THE OTHER PARTY AS BEING CONFIDENTIAL OR PRIVILEGED WITHOUT THE FORMAL WRITTEN PERMISSION OF THE OTHER PARTY.**

**THIS AGREEMENT INCLUDES BY REFERENCE AND INCORPORATES THE STANDARD INTERNATIONAL NON-CIRCUMVENTION AGREEMENT AND CONDITIONS AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE (ICC PUBLICATION 500, REVISED 1994) AND IS TO BE APPLIED TO ANY AND ALL TRANSACTIONS BETWEEN WHERE THIS SELLER AND THIS BUYER FOR A PERIOD OF FIVE (5) YEARS.**

**DISBURSEMENT OF FEES TO BE AS FOLLOWS:**

**TOTAL CONSULTANT AND COMMISSION FEES: 1 PERCENT (1%) OF THE FACE VALUE, PAID IN US DOLLARS TO BE SHARED BY THE FOLLOWING BENEFICIARIES:**

**GROUP 1: SELLER SIDE – CLOSED**

|                      |                                                                       |
|----------------------|-----------------------------------------------------------------------|
| Paymaster:           | The Perry Law Group                                                   |
| Contact Information: | Tel: 404-589-3581 Fax: 404-589-3586                                   |
| Bank Name:           | Wachovia Bank                                                         |
| Bank Address:        | 17 <sup>th</sup> Street, NW Atlanta, GA 30363                         |
| Account Holder Name: | The Perry Law Group, IOLTA Account                                    |
| Account Number:      |                                                                       |
| Bank Officer Name:   | Demetria Ferguson (Branch Manager)/ Henrietta Grooms (Teller Manager) |
| Bank Telephone:      | 404-214-6120                                                          |
| Bank Fax:            | 404-214-3709                                                          |
| SWIFT Code:          | PNBPUS33                                                              |
| Bank ABA Routing #:  | 061000227                                                             |
| Beneficiaries:       | Michael Bader and Anthony Hruska or assigns                           |
| Special Instructions | Same day transfer and immediate credit in US Funds                    |

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**GROUP 2: BUYER MANDATE RECEIVES 34 PERCENT OF ONE HALF OF ONE PERCENT OF THE FACE VALUE AND FOR ALL ROLLS AND EXTENSIONS FOR THE BALANCE OF THE CONTRACT**

|                                   |  |
|-----------------------------------|--|
| <b>PAYMASTER:</b>                 |  |
| <b>Contact Information:</b>       |  |
| <b>Bank Name:</b>                 |  |
| <b>Bank Address:</b>              |  |
| <b>Account Holder Name:</b>       |  |
| <b>Account Number:</b>            |  |
| <b>Bank Officer Name:</b>         |  |
| <b>Bank Telephone:</b>            |  |
| <b>Bank Fax:</b>                  |  |
| <b>SWIFT Code:</b>                |  |
| <b>Bank ABA Routing #:</b>        |  |
| <b>Beneficiaries</b>              |  |
| <b>Special Wire Instructions:</b> |  |

**Group 3: BUYER INTERMEDIARY GROUP RECEIVES 33 PERCENT OF ONE HALF OF ONE PERCENT OF THE FACE VALUE AND FOR ALL ROLLS AND EXTENSIONS FOR THE BALANCE OF THE CONTRACT – CLOSED**

|                                          |                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>PAYMASTER:</u></b>                 | <u>Global Paymasters, LLC</u><br><u>David B. Kaplan, Esq., Manager</u>                                                                                                                                                                                                                                                                                                                       |
| <b><u>Contact Information:</u></b>       | <u>Global Paymasters, LLC</u><br><u>David B. Kaplan, Esq., Manager</u><br><u>Phone: 509.263.4625</u><br><u>Email: [REDACTED]</u>                                                                                                                                                                                                                                                             |
| <b><u>Bank Name:</u></b>                 | <u>Wells Fargo Bank</u>                                                                                                                                                                                                                                                                                                                                                                      |
| <b><u>Bank Address:</u></b>              | <u>4500 University Way NE, Seattle, WA 98105</u>                                                                                                                                                                                                                                                                                                                                             |
| <b><u>Account Holder Name:</u></b>       | <u>Global Paymasters, LLC – IOLTA Account</u><br><u>David B. Kaplan, Esq. (Signatory)</u>                                                                                                                                                                                                                                                                                                    |
| <b><u>Account Number:</u></b>            | [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                   |
| <b><u>Bank Officer Name:</u></b>         | <u>Jeff Johnson</u>                                                                                                                                                                                                                                                                                                                                                                          |
| <b><u>Bank Telephone:</u></b>            | <u>206.545.3578</u>                                                                                                                                                                                                                                                                                                                                                                          |
| <b><u>Bank Fax:</u></b>                  | <u>206.545.3581</u>                                                                                                                                                                                                                                                                                                                                                                          |
| <b><u>SWIFT Code:</u></b>                | <u>WFBIUS6S</u>                                                                                                                                                                                                                                                                                                                                                                              |
| <b><u>Bank ABA Routing #:</u></b>        | <u>121000248</u>                                                                                                                                                                                                                                                                                                                                                                             |
| <b><u>Beneficiaries:</u></b>             | <b>US ASSET VENTURES, INC. DANIEL H. CHARLETON AND/OR ASSIGNS; LAWRENCE M. DAGER AND/OR ASSIGNS. AS PER AGREEMENTS AND SUB-FEE AGREEMENTS AS LODGED WITH PAYMASTER</b>                                                                                                                                                                                                                       |
| <b><u>Special Wire Instructions:</u></b> | <b><u>1) SAME DAY TRANSFER AND IMMEDIATE CREDIT IN US DOLLAR FUNDS.</u></b><br><b><u>2) THE REMITTER IS KNOWN TO US. THIS IS DONE WITH FULL BANKING RESPONSIBILITY AND WE ARE SATISFIED AS TO THE SOURCE OF FUNDS SENT TO US.</u></b><br><b><u>3) PLEASE PROVIDE A COURTESY COPY OF THE SWIFT WIRE CONFIRMATION RECEIPT TO EMAIL ADDRESS:</u></b><br><b><u>[REDACTED] and [REDACTED]</u></b> |

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**Group 4: BUYER INTERMEDIARY GROUP RECEIVES 33 PERCENT OF ONE HALF OF ONE PERCENT OF THE FACE VALUE AND FOR ALL ROLLS AND EXTENSIONS FOR THE BALANCE OF THE CONTRACT**

|                            |  |
|----------------------------|--|
| PAYMASTER:                 |  |
| Contact Information:       |  |
| Bank Name:                 |  |
| Bank Address:              |  |
| Account Holder Name:       |  |
| Account Number:            |  |
| Bank Officer Name:         |  |
| Bank Telephone:            |  |
| Bank Fax:                  |  |
| SWIFT Code:                |  |
| Bank ABA Routing #:        |  |
| Beneficiaries              |  |
| Special Wire Instructions: |  |

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SIGNATURE PAGE IS TO FOLLOW DIRECTLY AFTER THIS PAGE**

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**APPROVED AND PAY BY  
BUYER**

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**SIGNATURE:**

NAME OF SIGNING OFFICER:

TITLE:

PASSPORT#:

DATE:

SELLER'S INITIALS

PAGE

BUYER'S INITIALS

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