

"CORPORATE LETTERHEAD of BUYER'S COMPANY"

LETTER OF INTENT (for Sugar, Sunflower-Corn-Palm Oil, Meat, Fruit, Flour ..etc)

Date: _____

We, _____ (please print) acting as Buyer, confirm with full legal and corporate responsibility under penalty of perjury, that we are ready, willing and able to buy under the following terms and conditions:

PRODUCT :

ORIGIN :

SPECIFICATION:

PACKING :

INSPECTION :

QUANTITY : _____ MT

CONTRACT : For ___ months

DELIVERY : _____ (port), _____ (country).

Delivery will be:

DELIVERY SCHEDULE: By vessel of _____

MODE : ___ CNF / ___ CIF ___ FOB (please check)

PRICE : US\$ _____.___ / MT: (_____)

COMPANY : _____

Address : _____

Telephone : _____ Fax : _____

E-mail : _____

Person : _____

Title : _____

Passport : _____

Signature : _____

Buyer's Signature and Seal.

BUYER'S NOTE (IF ANY) : _____

CONTRACT : For ___ months

DELIVERY : _____ (port), _____ (country).

Delivery will be:

DELIVERY SCHEDULE: By vessel of ___

TOTAL PRICE : US\$ _____.

COMPANY : _____

Address : _____

Telephone : _____ Fax : _____

E-mail : _____

Person : _____

Title : _____

Passport : _____

Signature : _____

Buyer's Signature and Seal.

BUYER'S NOTE (IF ANY) : _____

PAYMENT :

Contract payments shall be guaranteed by an Irrevocable, Transferable, Assignable, Stand-by Letter of Credit "SBLC", authorizing debit authority at Seller's bank counters; SBLC to be issued and confirmed by a Major International Bank in favor of the Seller for 100% of the Monthly Cargo Value payable at the port of loading following receipt of all documentary requirements. Validity of 13 months and one day. (FYI, SBLC verbiage is available below).

The stand-by letter of credit to be issued in favor of GulfUS Capital, LLC. by Buyer or Buyer's Nominee from a first class bank acceptable by the Seller's Bank for the first 1 month invoice value, plus 10%.

Payment to be "CAD" Cash against Documents payable 100% at sight against presentation of shipping documents within 72 hours of receipt of shipping documents. Buyer's Bank to authorize to Seller's Bank debit authority on SBLC at Seller's bank counters for the entire SBLC value of US\$ _____. In the event of a non-payment on CAD, drawdown to be allowed against written instructions by Gulf US Capital, LLC.

1. SB Letter of Credit shall be for 1 month invoice value and should incorporate 10% tolerance for quantity and 10% tolerance for value.
2. SB Letter of Credit to allow for assignment of proceeds.
3. SB Letter of Credit is to allow for partial shipments.

DOCUMENTS PRESENTED TO BUYER:

- (a) Two of three (2/3) original clean on board bills of lading with freight payable as per relevant charter party.
- (b) Two (2) copies of the signed commercial invoice giving the appropriate break down of quantity loaded and price with any applicable deductions for penalties, third party acceptable.
- (c) Certificate of Analyses drawn up and issued by a recognized third inspection party (SGS, etc.).
- (d) Certificate of Weight drawn up and issued by a recognized third inspection party (SGS, etc.).
- (e) Certificate of Origin issued by a local Chamber of Commerce or other appropriate authority certifying country of origin of the goods.
- (f) Sellers confirmation certificate that one set of the above documents has been dispatched to the Buyer within 7 banking days of vessels sailing from the loading port.
- (g) Health certificate, when required.
- (g) All documents submitted to bank are in English.

PROCEDURE:

Seller and Buyer come to an understanding of term of the contract, specifications, delivery schedules and price. Seller to prepares the Full Sale/Purchase Agreement ("Contract") to be sent to Buyer for review and acceptance of signature.

1. The Buyer reviews and completes Contract, signs, seals and returns to the Seller via e-mail.
2. The Seller Signs, Seals and Returns the Contract to the Buyer. (E-mail copies are acceptable)
3. Both parties may execute Four (4) Original contracts via courier with each party retaining Two (2) Originals.
4. Sellers provides copy of acceptable SBLC verbiage to Buyer, Copy attached below..
- 5.. Within four (4) business days of signing contract, the Buyer's Bank issues Stand-by Letter of Credit (SBLC) issued and Confirmed by a major International Bank in favor of the Seller for 100% +10% of the Monthly Cargo Value. The SBLC should be issued in Favor of the Seller, GulfUS Capital LLC, by Buyer, or Buyer's Nominee, from a first class bank acceptable by Seller's Bank for a full monthly value.
7. Payment to be "CAD" Cash against Documents payable 100% at sight against presentation of shipping documents. Note: Sellers bank has debit authority on SBLC at Seller's bank counters for the entire contract value of US\$ _____ in the event of non-payment of CAD.
8. The Final Contract would then be activated thereby allowing the initiation of the delivery and payment as per the Final Contract Schedule. The seller shall have the first shipment ready to load in port within (30 to 45) days after the receipt of the acceptable Stand-by Letter of Credit. Monthly shipment schedule will be presented.

**Annex A
Approved SBLC Verbiage**

****STANDBY LETTER OF CREDIT TO BE ISSUED VIA KEY TESTED TELEX/SWIFT MT-760
TRANSMISSION ONLY****

ISSUING BANK :

STANDBY LETTER OF CREDIT NUMBER :

CUSIP NUMBER :

ACCESS CODE :

ISIN NUMBER :

DATE OF ISSUE :

DATE OF MATURITY :

WE, ___(NAME OF THE ISSUING BANK)___, WHOSE REGISTERED OFFICE IS LOCATED AT

___(FULL ADDRESS)___, AT THE REQUEST OF ___(THE "APPLICANT")___, HEREBY

ESTABLISH OUR IRREVOCABLE, TRANSFERABLE, STANDBY LETTER OF CREDIT NO.

[_____] (THE "STANDBY LETTER OF CREDIT") IN FAVOR OF THE ___(THE

"BENEFICIARY")___, FOR AN AMOUNT NOT TO EXCEED USD\$ ____.-/ (___(IN

WORDS)___ UNITED STATES DOLLARS 00/100) (THE "AGGREGATE TOTAL AMOUNT") IN

RELATION TO THE CREDIT FACILITIES EXTENDED BY THE BENEFICIARY ON BEHALF AND

ACCOUNT OF ___(FULL NAME AND ADDRESS)___ (THE "OBLIGOR"). ANY PAYMENT BY US

UNDER THIS STANDBY LETTER OF CREDIT SHALL BE MADE WITHIN 5 WORKING DAYS

FOLLOWING RECEIPT OF YOUR WRITTEN DEMAND FOR PAYMENT OF AN AMOUNT NOT

EXCEEDING THE AGGREGATE TOTAL AMOUNT. YOUR WRITTEN DEMAND QUOTING THIS

STANDBY LETTER OF CREDIT NUMBER MUST CERTIFY THAT: - "THIS DRAWING UNDER THE

STANDBY LETTER OF CREDIT IN THE AMOUNT OF USD\$ ____.-/ (___(IN

WORDS)___ UNITED STATES DOLLARS 00/100) (THE "DRAWING AMOUNT") IS MADE IN

RESPECT OF AMOUNTS DUE UNDER THE ABOVE MENTIONED FACILITY AND PAYABLE TO

THE BENEFICIARY. THE BENEFICIARY HAS FORMALLY DEMANDED PAYMENT OF SUCH

AMOUNT DUE FROM THE OBLIGOR AND THE OBLIGOR HAS FAILED TO COMPLY WITH

SUCH DEMAND. IN SETTLEMENT OF THIS CLAIM PLEASE CREDIT OUR ACCOUNT NUMBER _____ HELD WITH _____ QUOTING OUR REFERENCE UNDER SWIFT ADVISE TO US. ANY DEMAND HEREUNDER MUST BE RECEIVED TO OUR OFFICES, LOCATED AT ADDRESS, BY AUTHENTICATION SWIFT WITHIN THE EXPIRY DATE OF THIS STANDBY LETTER OF CREDIT AND MARKED FOR THE ATTENTION OF _____ QUOTING THIS STANDBY LETTER OF CREDIT NUMBER. PARTIAL DEMANDS ARE ALSO ALLOWED PROVIDED ALWAYS THAT THE AGGREGATE AMOUNT OF THE DRAWINGS UNDER THIS STANDBY LETTER OF CREDIT SHALL NOT EXCEED AMOUNT USD\$ _____.-/ (____(IN WORDS)_____ UNITED STATES DOLLARS 00/100). THIS STANDBY LETTER OF CREDIT SETS FORTH THE TERMS AND CONDITIONS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT, CONTRACT OR AGREEMENT REFERRED TO HEREIN OR TO WHICH THIS STANDBY LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE TO ANY DOCUMENT, INSTRUMENT, CONTRACT OR AGREEMENT SHALL NOT BE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. THIS STAND-BY LETTER OF CREDIT CONFIRMS THAT THE ADVISING BANK IS THE CONFIRMING BANK IF REQUIRED BY THE BENEFICIARY. THIS STANDBY LETTER OF CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 2007 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 (THE "UCP") AND/OR ITS SUBSEQUENT REVISIONS/VERSIONS. THIS STANDBY LETTER OF CREDIT IS PERSONAL TO YOURSELVES AND CAN BE TRANSFERRED. THIS STANDBY LETTER OF CREDIT SHALL EXPIRE AT CLOSING OF BUSINESS, ON _____ (THE "EXPIRY DATE"). ANY DEMAND MADE UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS STANDBY LETTER OF CREDIT WILL BE DULY HONORED IF RECEIVED AT OUR ABOVE-MENTIONED OFFICE ON OR PRIOR TO THE EXPIRY DATE OF THIS STANDBY LETTER OF CREDIT.

THIS SWIFT IS THE ORIGINAL INSTRUMENT AND NO MAIL CONFIRMATION WILL FOLLOW.

OFFICER 01 AUTHORIZED OFFICER (NAME, TITLE, PIN CODE)

OFFICER 02 AUTHORIZED OFFICER (NAME, TITLE, PIN CODE)

BANK'S OFFICIAL LETTER-HEAD

Date :
To :
Attn. :
Ref. :
Buyer's Code :

Dear Sir,

We are informed that our client Mr. _____
President of _____, would like to purchase _____ MT of
_____ at US\$ _____ / MT
(_____ UNITED STATES DOLLARS PER METRIC
TON) _____ C&F / ___ CIF _____ (Port), _____ (Country), for a
total of US\$ _____ (UNITED STATES DOLLARS) with
deliveries of _____ MT.

We understand that payment is to be by : IRREVOCABLE, STAND-BY, TRANSFERABLE,
LETTER OF CREDIT, CONFIRMED OR ISSUED BY A MAJOR INTERNATIONAL BANK,
REVOLVING AS NECESSARY, PAYABLE 100% AGAINST PRESENTED DOCUMENTS,
FOR THE ENTIRE CONTRACT VALUE OF US\$ _____. THIS SBLC IF
REQUIRED TO BE CONFIRMED WILL PROVIDE DEBIT AUTHORITY TO SELLER'S
BANK IN THE USA.

This letter does not assume any financial liability or any contractual relationship with the
parties, it is solely to inform you that the Buyer has the financial capacity to cover US \$
_____ and to issue such payment instrument, should they contract for the
purchase of the _____ MT.

The buyer transaction code # _____ has been assigned to this
purchase to be attached to the Seller's Contract.

Account name : _____
Account number : _____
ABA: _____
Bank name : _____
Bank address : _____
Tel : _____
Fax : _____
Bank I. D. # : _____
Swift : _____
Routing : _____

Very truly yours.

1st. Bank Officer's Name

Signature : _____ Printed : _____

2nd. Bank Officer's Name

Signature : _____ Printed : _____

Bank's Seal :

Please send this form to us via mail.

For all inquiries regarding our services, please:

(1) Visit; <http://gulfuscapital.com/global-trade-and-financial-services/>

(2) Email: globaltrade@gulfuscapital.com, globaltradenj@gmail.com

(3) Whatsap-Phone:+1 845-480-8762, +1 973-938-2039