

**ADVANTAGES TO A
BANK
SUPPORTING A TRADE.**

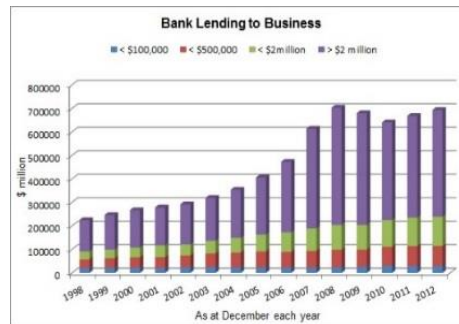


ADVANTAGES TO A BANK SUPPORTING A TRADE

RELATES TO  IN PROFIT!

HOW?

1. By way of charging an establishment for the issuance of a Bank Guarantee and any on going fees for the term of the Guarantee.
2. Holding of substantial *non bearing interest credit funds* on behalf of the Client, generated by the trade, prior to disbursement by the Asset Owner.
3. On going advantages of the Asset Owners financial position being enhanced by '*a debt free opportunity*'.
4. A Bank guarantee being a *contingent liability* registered on both the Bank and the Clients balance sheet hence preserving the overall budget of allocated loan funds.



Requirement of entering the *financial opportunity* is by way of an Asset Owner's Bank; confirming the Asset Owners financial position by the issuance of a Bank Guarantee in the Asset Owners, name as both Owner and Beneficiary **only**. (The Bank Guarantee is not transferrable in value to any third party).

The Guarantee must be issued in the format approved by the International Chamber of Commerce (ICC).



Note: Reference to point 2:—

- a) Contract of trade is audited by the World Financial Compliance Authorities. Profits generated by the *financial opportunity*, **prohibit** any credit funds to be placed in an 'interest bearing account' and that condition is subject to regular auditing. Should funds for the purpose of the *financial opportunity* be placed in an interest bearing account the financial opportunity will be immediately suspended.
- b) Credit funds (profits) are remitted to the Asset Owner's bank on a monthly basis for 10 months of a 12 month period for the term of a contract. Funds are to be held for the purpose of distribution by the Asset Owner in accordance with the originating contract.
- c) Credit funds held by a Bank are more profitable to the Bank than loan funds.

TO – THE INNOVATIVE PRINCIPALS
OF NON-PRIVATE
AND
PRIVATE DEVELOPERS OF
MAJOR PROJECTS.



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28th March, 2014.

TO - THE INNOVATIVE PRINCIPALS OF NON-PRIVATE AND PRIVATE DEVELOPERS OF MAJOR PROJECTS.

The principal endeavour of this *financial opportunity* is to support an Asset Owner who may be 'asset rich' but temporarily suffering from a 'lean cash flow'.

A requirement of entry and to engage in the *financial opportunity* of trade, is that the generated funds be applied to a project for the benefit of society; such as development of an asset to create infrastructure, employment, housing, education, agriculture, exploration, scientific research, mining or the like.

The *financial opportunity* is **NOT A LOAN**. It is an opportunity to participate in a secure transparent joint venture financial trade opportunity to generate funds to fully finance the Asset Owner's project, debt free (subject to conditions), by the end of the joint venture contracted term.

The minimum dollar value of entry to the *financial opportunity* is USD\$150,000,000-00. There is no maximum dollar value; however, the dollar value is limited by the Asset Owner's ability to provide a #Bank Guarantee; *in the Asset Owner's own name and/or company name with the value of the Guarantee not transferrable to a third party*. Further consideration has to be given to the Asset Owner's Bank having the ability to issue such Bank Guarantee as Banks do have a limitation on what commitment, by way of a Guarantee, the Asset Owner's Bank is willing to support.

#(A Bank Guarantee is a contingent liability within the financial records of both the Asset Owner and the Asset Owner's Bank).

Jointly, we endeavour to establish the requirement of the capital cost and any related costs of the project to be funded by the *financial opportunity*; then jointly; within the best endeavours by all participants; taking into consideration the amount of the Guarantee; calculate the investment time period to ensure the project is debt free at the end of the period originally set down to complete the project prior to the 'start up' date.

A *financial opportunity* International Contract will be for a 12 month period. The International Contract may be negotiated for 'rollovers and extensions' for **2 years, 3 years or 5 years**.

The *financial opportunity* is subject to the audit of World Finance Compliance Authorities to include the World Bank, the International Monetary Fund and the Federal Reserve.

The *financial opportunity* is not subject to any **currency fluctuating risk; any fluctuating interest rate or risk of any world stock exchange**.

The *financial opportunity* is considered to be an opportunity above general banking activities.

Profit generated by entering a *financial opportunity*, may be the subject of payment of taxation, in accordance with the Asset Owner's financial taxation structure.

www.infrastructurefinancialopportunity.com | ABN: 92 166 121 437

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Funding by way of this *financial arrangement* is NOT GENERALLY AVAILABLE to a Government Body. **HOWEVER** a Company involved in a contract for a Government Body, or assisting a Government in the development of a Government project; will be considered.

The Writer sets out hereunder the parameters of the *financial opportunity*:-

PARTNERSHIP:

This is a joint venture partnership between a **Trader/Banker** and the **Asset Owner.**

THE TRADER/BANKER is not a *Project Manager/Developer*, therefore the Trader/Banker on behalf of a Trading Platform, cannot legally enter into or complete a trade without demonstrating to World Finance Compliance Authorities; funds generated will be directed to the financial assistance of a suitable project for the benefit to society; such as development of an asset to cause infrastructure, employment, housing, education, agriculture, exploration, scientific research, mining or the like.

THE ASSET OWNER does not have the cash to develop the Project but has a firm understanding of the Project to be developed.

To develop the project, the ASSET OWNER requires an injection of funds to build the project which may be completed by regular financing of the project and repaying the liability – OR –

BY ENTERING A SECURE FINANCIAL TRADE and sharing the profits with the Trader/Banker with a *guaranteed financial return designed to fund the project unencumbered on completion.*

Original principal cost; provision for unknown costs caused by delay of project or increase of material cost plus a margin for provision of any taxation liability will be calculated so that the project should be **debt free** at the end of the development of the project.

NO BORROWING, NO REPAYMENTS, FUNDS ON HAND TO ATTEND TO PROGRESS DEVELOPMENT DRAWDOWNS WHEN REQUIRED.

Hence, the requirement of a joint venture partnership.

PARTICIPATING PARTIES RESPONSIBILITIES AND REWARDS:

- Legal trading has to be completed in cash. The Trader/Banker possesses ownership of the cash.
- The Asset Owner has the project requiring funding. The Asset Owner has the ability to raise a Guarantee in the Asset Owner's name. The Guarantee is not transferrable or assignable in value to any third party.
- Both parties enter into a transparent joint venture partnership sharing the profits 50/50 less costs.

- The Trader/Banker will place the equivalent amount of cash to the value of the Asset Owner's Guarantee in a nominated offshore Bank account with a top World Bank, acceptable to both parties.
- The partnership generates a cash flow by the Trader/Banker trading of discounted bank instruments; for example; trade related letters of credit and trade related bank guarantees.

INTERNATIONAL CONTRACT/MEMORANDUM OF UNDERSTANDING:

The Trading Platform Principal/Banker and the Asset Owner will be required to meet, **face to face** and enter into a formal International Memorandum of Understanding.

The Asset Owner will be at liberty to have the International Memorandum of Understanding viewed by their Advisors for consideration and negotiate any changes prior to completion.

On acceptance by both parties, the International Memorandum of Understanding becomes the International Contract which will set the trading terms, the conditions and nominate the guaranteed profits of the trade.

The location of the meeting will be in the Assets Owner's Country of origin.

The Trader/Banker and the Vice President of the Trading Platform will travel at their cost to meet with the Asset Owner.

On completion of the documentation AND due diligence, a *trade will commence* within approximately 40 banking days, with the first *profit distribution* to be made approximately 14 banking days thereafter.

PARTIES NOMINATED WITHIN THE CONTRACT:

All parties nominated within the contract will be subject to *Clear International Regulatory Compliance*; and once cleared all profits are freely available for recipients use.

AMOUNT OF TRADE:

Minimum amount is USD\$150,000,000-00. (One hundred and fifty million United States Dollars; or the equivalent).

Maximum amount is BY NEGOTIATION.

TERM OF A TRADE:

An International Contract will be for a 12 month period. The International Contract may be negotiated for 'rollovers and extensions' for **2 years, 3 years or 5 years**. The agreement of any 'rollovers or extension' must be part of the originating International Contract.

Any additional assistance of raising funds within the concept of a designated *financial opportunity* will cause a new contract to be entered into.

BANK GUARANTEE – “an INSTRUMENT REQUIRED TO DEMONSTRATE AND PROVE THE PARTICIPANT/OWNER’S SOLVENCY AND CREDIT WORTHINESS TOWARDS HIS PROSPECTIVE BUSINESS PARTNERS”;

Whilst the Trading Group cannot narrate the wording of the Bank Guarantee Document to be issued by your Bank; the Guarantee must be in the *format approved by the International Chamber of Commerce (ICC)* and incorporate the following:

- *The Bank Guarantee must confirm on issue as an irrevocable; fully funded/cash backed; clear/clean Bank Guarantee; without any demands, without any clause, without any conditions and TRANSFERABLE (for blocking system only), and ASSIGNABLE. (for blocking system only).*
- *The Bank Guarantee must issue only in YOUR NAME OR YOUR COMPANY NAME as both OWNER and BENEFICIARY.*

The Guarantee *must not issue prior to entering into trade.* The ASSET HOLDER is to request the Asset Holder’s Bank to issue a ‘letter of comfort’ to the Asset Holder which will be the basis of confirming the ASSET HOLDER’S ability to support a Bank Guarantee.

At no time does the Bank Guarantee instrument leave the Asset Owners control. The Asset Owner is in control of the asset at all times.

EMPHASIS IS PLACED ON THE WORDING OF TRANSFERABLE, ASSIGNABLE and BLOCKED.

In an endeavour to clear any doubt of wording “blocked, transferable and assignable” which will have to be referred to in the Guarantee, I advise the following:-

****TRANSFERABLE** - Is to convey.

It is only the verbiage of the document that is transferrable/conveyed by communication between Banks.

No assignment/security is taken over the Guarantee by the Trading Group.

****ASSIGNABLE** - Is to fix - specify.

The same conditions to the notation transferable do apply.

****BLOCKED** - Is a means to provide or support with a block.

In the Asset Owner’s case, blocked is to stop any assignment of the Bank Guarantee to another or third party.

The Trading Platform does not wish any Bank Account to be blocked at the time the Asset Owner is ‘proving up’ the asset; hence the Trading Platform will rest on a certified copy of the ‘letter of comfort’ from the Asset Owner’s Bank confirming the asset amount.

Instructions will be negotiated, if an account has to be blocked.

****(Any doubt may be confirmed when speaking with the Trader and/or your Advisors).**

INSTRUCTIONS TO ENTRY AND AUDITING OF A TRADE:

All instructions and rules are controlled and audited by the World Finance Compliance Authorities to include the World Bank, the International Monetary Fund and the Federal Reserve.

CURRENCY OF A TRADE:

Trading will only be completed in United States Dollars or Euro.

CANCELLATION OF THE GUARANTEE AT THE END OF THE CONTRACT OR TRADING PERIOD.

The Guarantee is returned to the Asset Owner at par and at no cost.

ASSET HOLDER'S CONTRIBUTION TO PARTICIPATE IN THE *financial opportunity* AND TRANSPARENCY OF THE PARTIES WITHIN THE TRANSACTION:

Step 1.

The ASSET HOLDER has to be in a position to establish, through the Asset Holder's Bank; a Bank Guarantee in the ASSET HOLDER'S NAME or the ASSET HOLDER'S COMPANY NAME, nominating the registered number of the business. (If a Company in Australia; the registered ACN number).

Step 2.

The ASSET HOLDER requests the Asset Holder's Bank to issue a 'letter of comfort' to the Asset Holder which will be the basis of confirming the ASSET HOLDER'S ability to support a Bank Guarantee of the nominated value when the guarantee is requested to be issued.

(Document/s are to form part of the original application documents to be sent to the Trading Platform).

Step 3.

On consideration of the application supported by documents in step 2 above, *an invitation will issue to the Principal of the Asset Owner to meet with the Principal of the Trading Platform*, face to face where the International Memorandum of Understanding will be formulated by both parties, nominating the confidential legalities of the trade including a fixed return of profit to be shared between both entities. Once satisfied, the International Memorandum of Understanding becomes the International Contract between both parties and is ready for signing.

As previously nominated above; the location of the meeting will be in the Asset Owner's Country of origin. The Trader/Banker and the Vice President of the Trading Platform will travel at their cost to meet the Asset Owner.

Step 4.

A discussion and a full understanding is conveyed and agreed between Principals of both parties; the TRADER/BANKER, on behalf of the ASSET HOLDER; will attend to the registration of a company in the same name of the ASSET OWNER'S originating Company; in either the British Virgin Islands or Hong Kong. The offshore company will be issued with a Company registered number, as required by law under that Countries Companies Act, (on the lines of the Australian ACN number).

Step 5.

The authorised signatures of registration of the foreign company will be the Principal of the Trading Platform, the Trader/Banker as President, jointly with the Asset Owner's Principal to be nominated as Vice President.

The President and Vice President's registration is a condition sought by the Trader/Banker which also allows the Originating Asset Owner to engage in a clear, knowledgeable, watchful, transparent understanding and workings of the trade at any time through the contracted period of the trade.

Step 6.

The Trader/Banker will attend to the opening of a Bank Account for the purpose of the Asset Owner to confirm the Bank Guarantee by SWIFT WIRE to the nominated and agreed to the Bank of the "offshore" Company. *The company and bank account will bear the same name as the name within the Guarantee of the Asset Owner. The only difference is that company will bear a registered number required by law of the Country where the company and the bank account are established.*

Step 7.

The original or hard copy of the Guarantee is to be Couriered, Bank to Bank by the Banks Secure Courier Service; to the Bank of the "offshore" Company.

Step 8.

Documentation will be subject to 3 levels of compliance clearance.

Step 9.

The Trader/Banker will transfer the Traders own cash equivalent to the value of the Bank Guarantee to the nominated Bank account of the "offshore" Company.

Step 10.

The trade begins; and within approximately 40 banking days; the first *profit distribution* will be made approximately 14 banking days thereafter, to the ASSET OWNER'S originating Bank account or as directed by the ASSET OWNER.

(Trading will be completed in Hong Kong or London).

Please note:

Should the Company be a Public Company, communication may be arranged by conference call with the Vice President of the Trading Entity but only with the appointed and authorised signing Principal of the Asset.

BANK RATING:

The Trading Platform requires both parties to be associated with a Bank within the top 50 World Banks.

ASSET OWNER'S BANK:

The ASSET OWNER'S Bank may not necessarily be in the top 50 World Banks. However, there is no doubt the ASSET OWNER'S Bank will have an association with a top World Bank; known within the Bank terminology as a Fiduciary Bank.

The Fiduciary Bank's world standing has to be acceptable to both your Bank and the Trading Group.

COMMUNICATION BETWEEN YOUR BANK AND A FIDUCIARY BANK:

All communication between Banks are required to be completed Bank to Bank, 'with full responsibility'.

GENERATION OF PROFITS:

The ASSET OWNER'S joint venture partner, the TRADER/BANKER is the holder of a licence to trade in the Buying and Selling of *discounted* Bank paper for example Letters of Credit; also referred to as a LC or DLC. Such paper; when discounted within the market, becomes a **commodity** and can be bought and sold up until the maturity date.

A commodity of this standing may be subject to daily buying and selling by registered Traders, including Banks, Finance Houses, Superannuation Funds and the like.

The amount of the face value of the Letters of Credit (LC or DLC) being traded; are generally smaller amounts and apply to the trade of manufacturing and supply of goods worldwide within the smaller commercial import/export trade market.

It is from the trading of these commodities, the profits are shared to provide the funds for the development of your project and hence you may pay taxation on the profits required by law of your domicile.

PROFITS:

Profits are divided between the ASSET HOLDER and the TRADER/BANKER on a 50/50 share less costs.

Costs are governed by the World Financial Compliance Authority, ensuring the ASSET HOLDER is guaranteed a fixed percentage and not allowing profits to be paid to individuals outside the contract. Costs should be no more than 5% of each party's share of profit and the rate will set and form part of the International Contract between the parties.

Profits are distributed 10 times a year on a monthly basis, with the exception of the end of the year, when trading ceases for a 2 month period.

Profits can be paid in any nominated currency and to wherever the ASSET OWNER elects.

The ASSET OWNER *is required to apply* 80% of the ASSET OWNER'S profits to the elected project. The balance of 20% of the profits *may be applied* to benefits of the ASSET OWNER'S choice.

Applying the minimum of 80% of the profit to the project will be a condition of audit, however should the ASSET OWNER wish to apply more than 80%, and up to 100% of the profit to the project, that will be the choice of the ASSET OWNER.

GUIDELINES OF ANTICIPATED RETURN:

*Guidelines of profits of the **financial opportunity** - calculated and based on minimum transaction of *USD\$150,000,000-00 for a **1 year period (10 payments).*

- Return to each Participant is calculated at USD\$71,250,000-00 per payment generating a total benefit of USD\$712,500,000-00 over the 10 payment period;
- *(A percentage of the earn may have to be accounted for the purpose of taxation, based on the ASSET OWNER'S taxation assessment, however, as this figure is unknown we proceed to demonstrate the gross figures including tax);*
- 80% - USD\$570,000,000-00 – available to cover cost of the project;
- 20% - USD\$142,500,000-00 available for the ASSET OWNER'S enhancement of their own asset base or disposal;
- or - all funds (USD\$712,500,000-00) may be applied to the project.

(both *amount of transaction and **term of the transaction may be extended to provide for the projected overall costs in relation to your project).

COST:

There are no costs to enter a trade or exit a trade other than the ASSET HOLDER'S Bank costs for establishing the Bank Guarantee and any ongoing fee charged by the ASSET HOLDER'S Bank for the Guarantee.

Any such cost will not apply until the ASSET HOLDER is satisfied and confident with the security and benefit of the *financial opportunity* by the completion of Step 1 to Step 5 inclusive, as nominated above.

Costs nominated by ASSET OWNER'S Bank to raise the Guarantee will be the ASSET OWNER'S care. Enquiries will have to be made with the chosen Bank, willing to issue the Bank Guarantee as all Banks may have a different rate as to cost.

(A guideline of the cost of establishing a Bank Guarantee - Establishment fee of .05% and an ongoing fee of 1.5%, calculated on the face value of the Guarantee).

Negotiation of an establishment fee and ongoing fees is recommended, based on:-

- (a) the ASSET OWNER'S standing with the ASSET OWNER'S Bank and
- b) the projected credit funds to be generated by the trade profits are too be held in a non-bearing interest account of the ASSET HOLDER'S originating Bank account. (Credit funds held by a Bank are more profitable to a Bank than debit funds).

COMMISSIONS:

No commissions are payable.

TAXATION:

Any profits generated from a trade may be taxable in accordance with the company or individuals rate of taxation of their domicile.

CONFIDENTIALITY:

Each negotiated transaction and contract of a *financial opportunity* is to be treated by all participating Parties as 'Highly Confidential'.

SUMMING UP:

YOUR CONSIDERATION:-

- The benefit to you is that you *should* be in a position to fund your project, debt free, depending on your calculations of costs prior to entry of the joint venture trading contract;
- No risk factor;
- Transparency of the Joint Venture Partnership;
- The level of Auditing;
- Being in a position to calculate any taxation liability into the financial benefit and provide for that commitment;
- You are in control of your asset at all times. The concept may be new to you and others involved. *This is not a new concept of generating a cash flow...* the Trader/Banker has been involved in this type of trade, generating profits for over 30 years.

CONCLUSION:

I hold all instructions and samples of documentation required to participate in [the opportunity](#) and I am prepared to personally discuss and personally fully explain the workings of how the profits are arrived at.

*From our discussion, **preferably in person**, I am convinced you will receive a firm understanding of the assurance that there is no financial risk and the opportunity is a very secure way of financing your project.*

I trust we can move towards a conclusion and be party to funding your projects without the costly exercise of traditional borrowing.

Yours faithfully,



W.D. WALLADER.

CONFIDENTIALITY AGREEMENT

Confidentiality Agreement

DATED this day of 2014

BETWEEN

{the Asset Owner and/or Contractor} of *{address.....}*

AND

INFRASTRUCTURE FINANCIAL OPPORTUNITY PTY LIMITED ACN 166 121 437 of
7 Sellers Place, McDowall, Queensland 4053

THIS Agreement is made the
2014

day of

BETWEEN:

The person(s) referred to in **Item A** of the Schedule ("the Recipient"); and

William David Wallader who is providing information for and on behalf of the person(s) referred to in **Item B** of the Schedule (collectively referred to as the "the Provider")

RECITALS:

- A. The Provider has agreed to disclose Confidential Information to the Recipient in relation to the Specified Purpose.
- B. The Recipient agrees that the Confidential Information is provided to it on the terms of this Agreement and that it will not use or disclose the Confidential Information except as provided in this Agreement.

THIS AGREEMENT WITNESSES that in consideration of, among other things, the mutual promises contained in this Agreement:

1. Definitions

- 1.1 When used in this Agreement the following terms shall have the following meanings unless the context otherwise requires:-

Confidential Information all information or documents (in whatever form) provided by the Provider to the Recipient in relation to the Specified Purpose:

Specified Purpose the meaning given in Item C of the Schedule.

2. Interpretation

- 2.1 In this Agreement, unless the context otherwise requires:

- 2.1.1 a reference to a document includes, but is not limited to, any computer program, computer file or diskette, drawing, specification, material, record and any other means by which the Confidential Information may be stored or reproduced; and

- 2.1.2 a reference to any document (including, but not limited to, any right) includes a part of that document.

3. Confidentiality

- 3.1 The Recipient acknowledges that the Confidential Information is secret and confidential to the Provider;
- 3.2 The Recipient must not directly or indirectly, without the consent of the Provider, use, disclose, publish or permit the disclosure or publication of the Confidential Information to any person, other than in accordance with this Agreement.

4. Permitted Use and Disclosure of Confidential Information

- 4.1 The Recipient may only use the Confidential Information in relation to the Specified Purpose.
- 4.2 The Recipient may prepare documents incorporating part of the Confidential Information only for the Specified Purpose.
- 4.3 The Recipient may disclose the Confidential Information to its legal advisers, accountants, financiers and technical advisers solely for the Purpose and upon those persons undertaking to keep confidential any information so disclosed, except that each such financier and technical adviser shall before any such disclosure also execute a Confidentiality Undertaking in the same form (mutatis mutandis) as this Letter Agreement.
- 4.4 The Recipient is liable to the Provider in respect of any claim, action, damage, loss, liability, cost, expense or payment which the Provider suffers or incurs or is liable as a result of any breach of this Agreement by the Recipient.

5. Operation of this Agreement

- 5.1 This Agreement does not apply to any part of the Confidential Information that:
 - 5.1.1 subject to Clause 5.2, the Recipient is required to disclose by any applicable law or legally binding order of any court, government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity acting within its powers or the rules of any stock exchange.
 - 5.1.2 was provided to the Recipient (without restriction as to its use or disclosure by the Recipient) by a third party.
 - 5.1.3 is or becomes in the public domain other than as a result of a breach of this Agreement, or
 - 5.1.4 was in the possession or control of the Recipient prior to the date of this Agreement and was not received from the Provider.

- 5.2 If the Recipient must make a disclosure as described in Clause 5.1.1, it must disclose only the minimum Confidential Information required to comply with the applicable law or order.
- 5.3 The obligations or confidentiality contained in this Agreement survive and continue after termination of this Agreement for three years from the date hereof.

6. Return of Documents

- 6.1 If either the Recipient or the Provider notifies the other in writing that it does not wish to proceed with the Specified Purpose, the Recipient must as soon as practicable return to the Provider, or destroy all original documents containing any Confidential Information and any copies of those documents and any documents (including any copies) of a kind referred to in Clause 4.2.

7. Remedy for Disclosure

- 7.1 The Recipient acknowledges that damages may be inadequate compensation for breach of this Agreement, and subject to the court's discretion, the Provider may restrain, by an injunction or similar remedy, any conduct or threatened conduct which is or will be a breach of this Agreement.

8. The Recipient Covenants

- 8.1 The Recipient must:
- 8.1.1 keep the Confidential Information secure and protect the Confidential Information from unauthorised use, disclosure, access and damage or destruction.
 - 8.1.2 do anything reasonably required by the Provider to restrain a breach of this Agreement or any infringement of the Provider's rights arising out of this Agreement by any person, whether by court proceedings or otherwise, and
 - 8.1.3 not, without the consent of the Provider, reproduce or permit the reproduction in any form of any part of a document which contains, is based on, or utilises the Confidential Information, other than for the Specified Purpose.

9. Ownership of Confidential Information

- 9.1 The Recipient acknowledges that this Agreement does not convey any interest of a proprietary or any other nature in the Confidential Information to the Recipient or to any other person to whom the Recipient is entitled to disclose the confidential Information under this Agreement.

10. Governing Law and Jurisdiction

- 10.1 This Agreement is governed by the laws of Queensland.
- 10.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland.

11. Waivers

- 11.1 Waiver or any right arising from a breach of this Agreement or of any right, power, authority, discretion or remedy arising upon default under this Agreement must be in writing and signed by the party granting the waiver.
- 11.2 A failure or delay in exercise, or partial exercise, of:
- 11.2.1a right arising from a breach of this Agreement; or
- 11.2.2a right, power, authority, discretion or remedy created or arising upon default under this Agreement
- does not result in a waiver of that right, power, authority, discretion or remedy.
- 11.3 A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this Agreement or on a default under this Agreement as constituting a waiver of that right, power, authority, discretion or remedy.

12. Variation

- 12.1 A variation of any term of this Agreement must be in writing and signed by the parties.
- 12.2

EXECUTED on behalf of)
{the Asset Owner and/or }
Contractor} by)

Signature of Authorised
Signatory

Name of Authorised Signatory
in full

EXECUTED in accordance with)
section 127 of the)
Corporations Act 2001 (Cth) by)
INFRASTRUCTURE FINANCIAL
OPPORTUNITY PTY LTD ACN 166
121 437

Signature of Director/Secretary

Name of Director in full

SCHEDULE

ITEM A: The Recipient: *{the Asset Owner and/or Contractor}* of
{address.....}

ITEM B: INFRASTRUCTURE FINANCIAL OPPORTUNITY PTY LTD ACN 166 121 437
of 7 Sellers Place, McDowall, Queensland 4053