

DATE: _____

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: _____

BENEFICIARY

Interagro Lusitano Collection USA, Inc.
1001 Brickell Bay Drive, Suite 3112
Miami, FL 33131

BUYER-APPLICANT

Name/Address

AMOUNT

USD: \$

EXPIRATION

March 27, 2010

[Bank Name and Branch Location] (“Bank”) hereby issues this irrevocable letter of credit in favor of the Beneficiary listed above for the account of Buyer-Applicant up to an aggregate amount of _____ (\$____,000.00) by its draft identifying that the same is presented pursuant to this Letter of Credit (indicating the number and date), accompanied by the following documents:

- A. Exhibiting the original Letter of Credit (which may be returned to Beneficiary upon Bank’s review of same);
- B. A copy of the signed Buyer’s Invoice;
- C. A written, notarized statement from an authorized officer of the Beneficiary reading as follows:

Buyer-Applicant is a purchaser of Horse(s) at the February 27, 2010 Interagro Lusitano Collection Horse Auction (the “Auction”), and is governed by the Auction Conditions of Sale which are incorporated herein by reference. Buyer-Applicant has not remitted full purchase price for the Horse(s) that s/he purchased on February 27, 2010. Buyer-Applicant’s outstanding balance is \$US _____. Pursuant to the Auction Conditions of Sale, the Beneficiary is hereby entitled to draw upon the Buyer’s Letter of Credit, No. _____, prior to its expiration. This Letter of Credit is used to secure the obligations of Buyer to the Beneficiary.

- D. Beneficiary Payment Instructions; and
- E. Sight Draft, marked “Drawn Under [name of bank] Letter” of Credit No. _____.

WE, THE BANK, HEREBY UNDERTAKE TO HONOR YOUR DEMAND FOR PAYMENT OF THE BUYER'S OBLIGATIONS UPON RECEIPT OF THE DOCUMENTS SET FORTH ABOVE, AT THE OFFICE ABOVE, PRIOR TO THE EXPIRATION DATE OF THIS LETTER OF CREDIT.

The Beneficiary must submit a Sight Draft at the _____ office ("Presentation Office") of the Bank at _____, Attention: _____, not later than the Expiration Date set forth above. DRAFTS MAY BE PRESENTED VIA COURIER OVERNIGHT DELIVERY. This Letter of Credit is irrevocable and the proceeds may be assigned.

This Letter of Credit will expire at 11:59pm on the final expiry date of March 27, 2010 without any notice.

THE UNDERSIGNED SHALL HAVE NO OBLIGATION OR DUTY TO INVESTIGATE WHETHER OR NOT AN EVENT OF DEFAULT HAS OCCURRED AND SHALL HAVE NO LIABILITY TO BENEFICIARY OR APPLICANT IN SUCH REGARD.

This Letter of Credit shall be governed by (a) Article 5 of the Florida Uniform Commercial Code, as amended, and (b) this Letter of Credit is issued subject to the International Standby Practices 1998 Publication 590. Any disputes arising hereunder shall be heard in the state or federal courts sitting in Palm Beach County, Florida. The prevailing party shall be entitled to attorneys' fees and costs.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL _____ at _____.

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title