

## CONFIDENTIALITY, NON-PUBLICITY AND NON-DISPARAGEMENT AGREEMENT

This **CONFIDENTIALITY, NON-PUBLICITY AND NON-DISPARAGEMENT AGREEMENT**, dated and effective as of \_\_\_\_\_ (this “**Agreement**”), is between Azucena Enterprises LLC, a Puerto Rico limited liability company (“**Azucena**”), and ABF Advisory, LLC, a Delaware limited liability company (“**Advisory**”), on the one hand, and on the other hand

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(the “**Bondholder**”).

### **Recitals:**

- A.** The Bondholder has entered into one or more Agreement and Grant of Power of Attorney, as amended, with Azucena and Advisory providing for Azucena to take certain actions, as the provider of certain services to the Bondholder and as Advisory’s power of attorney designee, in pursuit of the settlement or other satisfaction of the Bondholder’s defaulted Chinese government bonds issued before 1949 (the “**Bonds**”), on the terms and conditions set forth therein (the “**Bondholder Agreement**”).
- B.** As Advisory’s mutually agreed power of attorney designee under the Bondholder Agreement, Azucena is at the stage in pursuit of settlement or other satisfaction of the Bonds at which confidentiality of information relating to such efforts is extremely important and, as a result, the Bondholder has agreed to enter into this Agreement in consideration of Azucena’s continuing efforts on the Bondholder’s behalf under the Bondholder Agreement.

### **Agreement:**

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree and intend to be legally bound as follows:

- 1. Definitions.** In this Agreement, the following terms shall have the respective meanings set forth below
  - “**Azucena Bondholders**” means owners and holders of Bonds that are registered with and represented by Azucena as Advisory’s mutually agreed power of attorney designee under the Bondholder Agreement.
  - “**Confidential Information**” means any and all confidential, proprietary and other information related to Azucena, Advisory and/or the Bondholder relating to the Bonds, including without limitation: (a) the Bondholder’s status as an Azucena Bondholder and the terms and conditions of the Bondholder Agreement; (b) the status of, and details relating to, any actions taken in the past and any planned and actual future actions concerning, Azucena’s efforts on behalf of Azucena Bondholders; and (c) the terms and conditions of, and actions to be taken relating to, any actual or proposed settlement or other satisfaction of the Bonds of Azucena Bondholders, in each case including not only information transmitted in written, electronic or other form but also information transmitted orally, visually or by any other means, along with any and all information which is developed or created, in whole or in part, directly or indirectly, from any such information, in each case which is disclosed or to be disclosed to the Bondholder or any agent, employee or professional advisor of the Bondholder by Azucena or any of its directors, officers, employees, agents, counsel, advisors, affiliates or other representatives (including, without limitation, by way of any periodic updates provided by Azucena to Azucena Bondholders), along with the existence and terms and conditions of this Agreement. Whenever this Agreement refers to an affiliate of Azucena, such reference shall include, without limitation, Advisory.

**2. Confidentiality Restrictions.** The Bondholder covenants and agrees that all Confidential Information shall be kept in strict confidence and the Bondholder shall not, and shall cause its officers, directors, employees, agents and representatives to not: (a) disclose or otherwise disseminate to any other person or Entity, or allow to be disclosed or otherwise disseminated to any other person or Entity, any Confidential Information, whether verbally, by letter, telephone conversation, fax, electronic mail, text message, internet posting or otherwise, and specifically including, without limitation, making any public announcement or communicating with any member of the press (other than to state that a confidentiality agreement precludes a substantive response), or (b) use any Confidential Information for any purpose other than the Bondholder's interactions with Azucena as an Azucena Bondholder (the "**Purpose**"), in each case without the prior written consent of Azucena. The Bondholder will limit access to Confidential Information to employees and professional advisors of the Bondholder who have a *bona fide* and demonstrable need to know such Confidential Information in connection with the Purpose and who are subject to written confidentiality agreements with the Bondholder restricting the use and disclosure of such Confidential Information that are at least as strict as the restrictions set forth in this Agreement. In performing its obligations under this Agreement, the Bondholder shall use a standard of care at least as great as the standard of care that is used with respect to its own confidential and proprietary information, but in any event no less than a commercially reasonable standard of care. The obligations of the Bondholder under this Agreement shall continue for ten (10) years after the termination of the last Bondholder Agreement to which the Bondholder is a party.

**3. Exceptions to Confidentiality Restrictions.** The restrictions set forth in Section 2 shall not apply to any part of the Confidential Information which:

- (a) is, at the time of disclosure, or thereafter becomes, a part of the public record through no violation of this Agreement or any other obligation of confidentiality to Azucena; or
- (b) was, as evidenced by the Bondholder's written records, in the lawful possession of the Bondholder prior to its disclosure hereunder.

**4. Destruction of Confidential Information.** At the request of Azucena, the Bondholder shall, at the option of Azucena: (a) immediately return or cause to be returned to Azucena all of the Confidential Information, in whatever form it may be held by the Bondholder, and shall not retain any copies or other reproductions thereof, or any reports, extracts, notes, memoranda or other records in respect of any thereof (whether written, electronic, magnetic, optical or otherwise); or (b) destroy or have destroyed all such copies, other reproductions, reports, extracts, notes, memoranda and other records in respect of any Confidential Information and certify, under penalty of perjury, such destruction to Azucena.

**5. Non-Publicity.** The Bondholder shall not publicize the Bondholder's relationship or status with Azucena or Advisory, the nature or performance of Azucena's work, the existence or substance of negotiations to settle the Bonds, the identities or compensation terms of Azucena or its officers, directors, associates, affiliates, consultants or advisors, or the means or methods used by Azucena to seek a settlement for the Bonds, regardless of whether such relationship, status, work, means, methods, identities and compensation are Confidential Information or not. The Bondholder acknowledges that all such information relates to settlement of the Bonds, that Azucena's ability to control public communications and publicity about settlement of the Bonds is essential to the success of Azucena's efforts, and that for this reason Azucena may engage in publicity while the Bondholder may not. The Bondholder agrees that the Bondholders's successors, heirs, trustees, agents, attorneys, advisors, contractors, subsidiaries, affiliates, assigns, officers, employees, shareholders and directors, if any, shall be bound by and informed by the Bondholder about this provision. The Bondholder's non-publicity obligation hereunder shall continue for the same period as the Bondholder's confidentiality obligation under this Agreement.

**6. Non-Disparagement.** Subject to applicable law, each of the parties covenants and agrees that neither such party nor its respective successors, heirs, trustees, agents, attorneys, advisors, contractors, subsidiaries, affiliates, assigns, officers, employees, shareholders or directors (collectively "Associates") will in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize the other party, or such other party's Associates, or any of their products or services, in any manner that would damage the business or reputation of

such other party, such other party's Associates, or their products or services. Nothing herein affects the right of any party to pursue a claim or dispute through confidential arbitration as provided in this Agreement. For all purposes of this Agreement, Azucena's Associates include, without limitation, Advisory and American Bondholder's Foundation, LLC ("ABF"). The Bondholder's non-disparagement obligation hereunder shall continue for the same period as the Bondholder's confidentiality obligation under this Agreement.

**7. Equitable Relief.** It is agreed that Azucena will be irreparably injured and harmed by a breach or threatened breach of this Agreement by the Bondholder, which injury and harm could not be adequately compensated for by money damages, and therefore Azucena shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of this Agreement, without being required to prove irreparable injury or harm or the inadequacy of money damages and without being required to post bond. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies available hereunder or otherwise at law or in equity.

**8. Liability and Indemnification.** Without limitation and in addition to any other rights of Azucena against the Bondholder arising by reason of any breach hereof, the Bondholder shall:

- (a) be liable to Azucena for any and all losses, costs, damages and expenses whatsoever (including, without limitation, reasonable legal, accounting and other professional costs, expenses, fees and disbursements) which Azucena may suffer, sustain, pay or incur; and
- (b) indemnify and hold Azucena harmless against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever (including, without limitation, reasonable legal, accounting and other professional costs, expenses, fees and disbursements) which may be brought against or suffered by Azucena or any of its officers, directors, employees, agents or representatives or which it may sustain, pay or incur;

in each case resulting or arising, directly or indirectly, from disclosure or other dissemination or use of all or any part of the Confidential Information contrary to the provisions of this Agreement or any other breach of this Agreement by the Bondholder.

**9. Legal Compulsion to Disclose.** If the Bondholder is legally required (by oral questions, interrogatories, requests for confidential information, documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, the Bondholder shall provide Azucena and Advisory with prompt written notice of same so that Azucena and Advisory may either seek a protective order or other appropriate remedy. If such protective order or remedy is not obtained, the Bondholder shall furnish only that portion of the Confidential Information which is legally required and will use its best efforts, at the Bondholder's expense, to obtain reliable assurance that the Confidential Information will be afforded confidential treatment.

**10. Absence of Representations and Warranties; No License.** In making available any Confidential Information, Azucena and Advisory do not make any representation or warranty as to the accuracy or completeness thereof or otherwise or with respect to any conclusions, interpretations or analysis with respect to any thereof and neither Azucena nor Advisory, nor any of their respective directors, officers, employees, professional advisors (including, without limitation, financial advisors, lawyers and accountants), affiliates or agents shall have any liability whatsoever to the Bondholder as a result of the use of or reliance upon any of the Confidential Information by the Bondholder. The Bondholder agrees and acknowledges that this Agreement does not constitute any license of any of the Confidential Information and that the Confidential Information is and shall remain the sole property of Azucena, which Azucena may disclose to Advisory in Azucena's sole discretion.

**11. Notices.** All notices, communications and statements required, permitted or contemplated hereunder shall be in writing, and shall be sufficiently given and received if:

- (a) personally served on the intended recipient during normal business hours at the address set forth on the signature page to this Agreement (personally served notice shall be deemed received by the addressee when actually delivered);
- (b) sent by nationally recognized overnight express courier service to the intended recipient at the address set forth on the signature page to this Agreement (notices so provided shall be deemed to have been received by the addressees on the next business day after being deposited with the courier); or
- (c) sent by first class registered mail, postage prepaid, to the intended recipient at the address set forth on the signature page to this Agreement (notices so served shall be deemed to have been received by the addressees on the fifth business day of such addressee following the date of mailing thereof).

Any party may change its address for notices hereunder by notice given in accordance with this Section 10.

**12. Governing Law.** THIS AGREEMENT AND ANY CLAIM OR DISPUTE RELATING TO ITS SUBJECT MATTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION (WHETHER OF DELAWARE OR OF ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN DELAWARE.

**13. Dispute Resolution.** ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION BEFORE ONE OR MORE ARBITRATORS APPOINTED UNDER THE ARBITRATION RULES OF THE INTERNATIONAL CHAMBER OF COMMERCE. THE ARBITRATION SHALL BE IN SAN JUAN, PUERTO RICO, AND THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH. NO PERSON WHO HAS EVER BEEN A NATIONAL, RESIDENT, AGENT, ADVISOR, OR REPRESENTATIVE OF THE PEOPLE'S REPUBLIC OF CHINA, OR AN AGENT, ADVISOR OR REPRESENTATIVE OF ANY OF ITS STATE-OWNED ENTERPRISES, MAY BE AN ARBITRATOR OR OTHERWISE SERVE AS A NEUTRAL IN THE ARBITRATION. THE FEDERAL AND STATE COURTS IN THE STATE OF DELAWARE AND THE COMMONWEALTH OF PUERTO RICO SHALL HAVE JURISDICTION AND CONVENIENT VENUE TO ENFORCE AND EXECUTE THIS AGREEMENT AND ANY EMERGENCY, INTERIM AND FINAL ARBITRATION AWARD(S) RELATING TO ANY ARBITRATION HEREUNDER. ALL OBJECTIONS TO VENUE IN DELAWARE OR PUERTO RICO BASED ON FORUM NON CONVENIENS, AND RIGHTS TO MAKE MOTIONS RELATING TO SUCH OBJECTIONS, ARE WAIVED.

**14. Entire Agreement; No Third Party Beneficiaries.** This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, discussions and understandings of the parties hereto concerning the subject matter hereof. Each party hereto intends that this Agreement shall not benefit, be enforceable by, or create any right or cause of action in or on behalf of any person or entity other than the parties hereto.

**15. Assignment.** None of the parties may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other parties. The Bondholder acknowledges having consented in the Bondholder Agreement to Advisory's assignment of powers of attorney to Azucena as Advisory's designee. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

**16. Severability.** If any provision of this Agreement is found to be invalid, illegal or incapable of being enforced, in whole or in part, in any jurisdiction under any circumstances for any reason: (a) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the parties as expressed in, and the benefits to such parties provided by, such provision; or (b) if such provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including addition of necessary further provisions to this Agreement) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation or severance shall affect or impair the legality, validity or enforceability of any other provision of this Agreement.

**17. Amendment; Waiver.** No purported amendment to any provision of this Agreement shall be binding upon the parties to this Agreement unless each of the parties has duly executed by authorized handwritten signature and delivered to the other parties a written instrument which states that it constitutes an amendment to this Agreement and specifies the provision(s) that are being amended. No purported waiver of any provision of this Agreement shall be binding upon any of the parties to this Agreement unless the party providing such waiver has duly executed by authorized handwritten signature and delivered to the other parties a written instrument which states that it constitutes a waiver of one or more provisions of this Agreement and specifies the provision(s) that are being waived. Any such waiver shall be effective only to the extent specifically set forth in such written instrument and shall not extend to any other matter or occurrence.

**18. Acknowledgment.** Each of the parties to this Agreement hereby acknowledges and agrees that (a) nothing in this Agreement establishes or relates to any right or obligation of the Bondholder in respect of ABF nor any right or obligation of ABF in respect of the Bondholder; (b) nothing in this Agreement constitutes a promise, agreement, commitment or understanding that ABF will ever represent, seek a settlement or other satisfaction for, or collect or distribute any moneys or anything of actual or potential value for any of the Bonds that are subject to any Bondholder Agreement to which Azucena and Advisory are parties; and (c) nothing in this Agreement affects any rights or obligations arising under any agreement(s) of any kind between the Bondholder and ABF.

**19. Due Authorization; Enforceability.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the respective parties hereto and each party represents and warrants to the other parties that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.

**20. Interpretation.** The parties do not intend that the presumptions of laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any Agreement or instrument executed in connection herewith, and therefore waive their effects.

**21. Counterparts; Facsimile.** Any right to execute this Agreement in one or more counterparts, and to deliver signature pages by electronic means, shall be subject to the laws of Puerto Rico for the execution and delivery of legally binding, valid and enforceable contracts.

**[remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the parties signify their consent to be bound hereto by placing their respective signatures below and enter into this Agreement as of the date set forth above.

**AZUCENA ENTERPRISES LLC:**

**ABF ADVISORY, LLC:**

By: \_\_\_\_\_  
Jonna Z. Bianco  
President  
53 Palmeras Street, 6<sup>th</sup> Floor  
San Juan, Puerto Rico 00901

By: \_\_\_\_\_  
Jonna Z. Bianco  
President  
c/o Azucena Enterprises LLC  
53 Palmeras Street, 6<sup>th</sup> floor  
San Juan, Puerto Rico 00901

**AZUCENA'S AND ADVISORY'S NOTARIZATION:**

**THE BONDHOLDER:**

\_\_\_\_\_  
Bondholder's Signature

\_\_\_\_\_  
Bondholder's Name

\_\_\_\_\_  
Bondholder's Street Address

\_\_\_\_\_  
City/State/Country/Postal Code

\_\_\_\_\_  
Bondholder's Telephone # with Country and City Code

\_\_\_\_\_  
Bondholder's Email Address

**BONDHOLDER'S NOTARIZATION:**