



*Schubert*

**CYTOMED GmbH**

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**Information in front  
for each financing gets Cytomed GmbH commission 3% of total Investment sum.**

**all other persons involved**

**minister**

**agent**

**contact persons must be clear who gets what to commission. this is the first contract agreement with us, client must accept that, this commission for each investor, we need the exact dates**

**please decide for yourself what investor you need.**

**then we need**

- BG-Bank Guarantee
- BP business plan
- project profitability calculation
- Fact Scheet

**see conditions**

**see procedure**

## **1- Investor. London, New York, UAE.**

Dear Sir

**Right now we have an option for lease and we can deliver strictly with our working procedure and terms below only:**

**Here is our terms and procedure needed to be followed to get our instrument delivered to your client's account.**

**Description of Instruments:**

**1. Instrument: Bank Guarantee (BG) /StandBy Letter of Credit(SBLC)/ Letter of Credit(LC) (Appendix A)**

**2. Total Face Value: Eur /USD 1 Billion (Min) to Eur/USD 24 Billion (Max)**

**3. Issuing Bank: HSBC Bank, London , Barclays Bank, London , Deutsche Bank, BNP Paribas, & AAA Rated Banks.**

**4. Age: One Year and One Day**

**5. Leasing Price: 5.0% of Face Value a plus 2% brokers commission( 1% for the lessee(Lender) mandate and 1% for the lessor(Provider) mandate)**

**6. Delivery: Bank-To-Bank Swift.**

**7. Payment: Wire Transfer**

**8. Hard Copy: Bonded Courier within 7 banking days.**

**PROCEDURE:**

**1. Both parties (Lessor and Lessee) execute, sign and initiate the Deed of Agreement, which thereby automatically becomes a full commercial recourse contract.**

**2. Within 3 days after Both parties sign the Agreement, Lessor will issue a Bank Officer endorsed, Notarized signed and sealed Corporate Refund Recourse Undertaking to the Lessee guarantying to refund Lessee all the cost incurred by lessee for the bank transmission charges ( For swift MT760 BG/SBLC/LC or Pre-advice MT799 or both as the case may be) after due execution of the contract.**

**3. Within 3 working days after Lessee receives Lessor's signed and sealed Corporate Refund Recourse Undertaking, Lessee will make payment by wire transfer into the Lessor's bank account for the bank transmission charges for the BG/SBLC/LC MT760 swift transmission or Pre-advice MT799 swift transmission or both.**

**4. Within Three (3) banking days after confirmation of receipt of payment of the bank transmission charges for the BG/SBLC/LC MT760 swift in Lessor's bank account, the Lessor will deliver the BG/SBLC/LC via bank confirmation of swift BG/SBLC/LC MT760 to the Lessee's banker including the hard copy of the BG/SBLC/LC via bank bonded courier in Seven (7) banking days.**

**5. Lessee pays Lessor the leasing fee and the brokers their commission fees not later than 7 banking days after the BG/SBLC/LC hard copy is received and confirmed at lessee's bank. Should Lessee default to pay the leasing fees to the Lessor and the brokers commission fees as agreed after 7 banking days of confirmation of BG/SBLC/LC MT760 in lessee's bank account, Lessor will instruct the issuing bank to put a claim on the BG/SBLC/LC thereby forcing the Lessee's bankers to return the BG/SBLC/LC MT760 to the issuing Bank.**

**I will be waiting to hear back from you**

## 2- Investor London, Moskow, Hong Kong.

### Bank Instruments

Dear Sir,

Yes we can fund against BG, ONLY if the BG is from prime bank like HSBC, Barclays Bank etc.

We can finance via blocked funds, prove of funds MT799 or MT760.

First we would like to see **the business plan, your project is profitable** and viable then we will fund the project for you.

And please note we charge due **diligence fee of £5,000 in advance.**

To get loan funding from us, you **will have to send me your business plan or executive summary for review. We will give you more information as soon as we receive your business plan and passport copy of loan applicant. Please note that we normally charge REFUNDABLE Loan Processing fee of £5,000 in advance. The £5,000 is for loan processing and due diligence fee. Since you live in a foreign country, before we approve your loan we will have to do due diligence on your project, that is why we charge the above mentioned fee in advance, and I hope you understand and comply in regards**

Thanks for your email.

We will accept the BG from HSBC London or Deutsche Bank.

Since the BG is \$ 1.34 billion we will approve maximum loan amount of 1,1 billion USD for the client. The client can receive the **loan within 2 weeks**, it all depends on how fast the client wants to move. First the client will **submit his CIS to us and apply officially for the loan.** Then we reply back to the client with more information/ loan application form.

Then client fills and returns the loan application form with his passport copy and other relevant documents like business plan or executive summary.

We will study the clients business plan and revert back to him **within 24 hours.**

If client business plan is satisfactory, we will tell the client by email, and we will issue Invoice for payment of our due diligence fee.

After we received client due diligence fee, we **will need 3 days** for due diligence, after which we will sign contract and proceed with banking formalities of loan underwriting/ transfer etc.

So all in all, **client will receive loan within 2 to 3 weeks.** Things can be sorted faster depending on how fast the client want to move as i earlier said.

Thanks and Regards,

## **Bank Instruments**

We are direct providers of freshly cut bank instruments like BG's (Bank Guarantee), MTN's (Medium Term Note), SBLC's (Standby Letter of Credit) & DPLC's (Direct Pay Letter of Credit) CD's (Certificate of Deposit), and just about every other type of instruments available through our network.

- Bank Guarantee (BG) in US\$ or Euros
- Certificate of Time Deposit (CD) in US\$ or Euros
- Standby Letter of Credit (SBLC) in US\$ or Euros
- Medium Term Notes (MTN's) in US\$ or Euros
- Treasury Bills (T-Bill) in US\$ or Euros
- Documentary Letter of Credit (DLC, SLC, LC) in US\$ or Euros
- Promissory Notes in US\$ or Euros
- Discounting of Bank Instruments
- Bank Guarantee (BG) in US\$ or Euros

### **Certificate of Time Deposit (CD) in US\$ or Euros**

Certificate of Time Deposit (CD) in US\$ or Euros  
Standby Letter of Credit (SBLC) in US\$ or Euros  
Medium Term Notes (MTN's) in US\$ or Euros  
Treasury Bills (T-Bill) in US\$ or Euros  
Documentary Letter of Credit (DLC, SLC, LC) in US\$ or Euros  
Promissory Notes in US\$ or Euros  
Discounting of Bank Instruments

Our bank instruments can be engage in PPP Trading, Discounting, signature project(s) such as Aviation, Agriculture, Petroleum, Telecommunication, construction of Dams, Roads, Bridges, Real Estate and all kind of projects including Gold Dust, Gold Bars, Rough Diamonds, Diesel etc.

### **3- Investor Abu Dhabi , London, New York**

Dear Dr. Mathias;

Thank you very much for your below email. In reply to it please be informed that we don't deal with African companies or banks, if you/**your client has BG (MT760) from top 25 banks** then we can deal with you, the BG will be discounted and the rate of discount depends on the time of the BG issued, **the bank name and the country of origin.**

We will not send MT103, MT799 or any other documents in response to your/your client BG, the BG must be issued by you/your client and send us copy of it then we will verify it from the issuing bank after that we will move forward and request the swift to our bank by consideration is the BG must be transferable.

The time of funding varies from BG to BG and if you/your client wants to speed up the process then the BG should be issued in our name at the first place and swift to our bank.

Hope this clear enough.  
Best Regards;

### **PROCEDURES**

Before we can discuss your project in any detail with you, we need to be sure we can help you; this will avoid wasting either your time or our time.

**PLEASE DO NOT SEND US A FULL BUSINESS PLAN** but only an executive summary of project and your requirement. The full business plan comes later.

Don't write to us **“asking for further details,”** or just two or three lines saying that you have a project to be financed (without saying who you are or where you are).

**If you are really serious about project funding, then you will make a serious application and supply us with at least the basic information that we need to consider your case.**

Send us a short summary of your project on maximum three or four pages, (please do not exceed this number) giving us brief details – we do not want to see masses of technical and financial information at this stage, just the highlights of your project, as follows:

#### **About You:**

1. Your name and your contact coordinates.
2. Are you the promoter, introducer, foreign bank etc.
3. If you are not the actual borrower, then we need the full coordinates for the actual borrower (name, address, and contact tel/fax/email numbers)
4. The names and nationality of the directors or partners.
5. The date when the business was first established?

**About the project, (tell us about the project you need to finance):**

6. Where is the project located (which country and the exact geographical location).
7. What is your business sector (i.e. manufacturing, leisure, real estate, shipping etc)
8. Briefly tell us about the project for which you require the funding.

**Tell us about your funding requirement:**

9. What kind of funding do you want (Debt loan, equity investment, VC or JV Partners etc)
10. How much money do you need (Euros for projects in Europe and US\$ for projects outside Europe)
11. Over what period of time is the loan required (Term of loan).
12. When do you need the money (what is your critical time frame).
13. What do you need the money for? (Explain use of funds).
14. Explain how you will repay the principal and interest.

**Tell us about your Business Plan:**

15. Do you have a properly written business plan, in English?
16. Who prepared the business plan for you?
17. Finally, note anything else that you consider important.

**After we receive the above information, we will study it and we can usually tell you within 3 days if we can accept your case; if we can, we will send you an appropriate credit application form and other essential documentation.**

Please Note: If we request your complete business plan it is strictly on the understanding that:

1. It will be treated in strict confidence and all commercial confidentially will be observed.
2. we do not undertake to return the document to you and;
3. If there is no subsequent action on the case, the business plan will be destroyed.



CYTOMED GMBH · D-76530 BADEN-BADEN

## BNU San. ve Tic. Ltd.

### BNU/ Cytomed conditionen.

1 % p.a. Ioan  
4 % Investor from total sum 1x  
3% BNU Cytomed from total sum 1x  
1-1,5 % Kontakt person from total sum 1x  
1-1,5% agent from total sum 1x

**1) Ioan / Kredit 50 000 000,00 EUR / \$ 6,5 % p.a. for example**  
**Rates 10 Years = 19, 552 345,00 EUR/ \$ Total**  
**Rates 9,5 % p.a. = 29.633.075,84 \$ / EUR Total**  
**Rates 10 Years= BNU / Cytomed 5 000 000,00 EUR/\$ best conditions**

**2) Ioan/ Kredit 100 000 000,00 EUR / USD 6,5 % p.a. for example**  
**Rates 10 Years = 39 104 690 00 EUR / USD Total**  
**Ioan / Kredit 100 000 000,00 \$ / EUR 9,5 % p.a. 59.266.151,67 Total**  
**Rates 10 Years = BNU Cytomed 11 000 000,00 EUR / \$ Total best conditions**

**3) Ioan / Kredit 1 000 000 000,00 \$ / EUR 6.5 % p.a.**  
**Rates 10 Years = 391.046.900,56 Euro / \$ Total**  
**Rates BNU / Cytomed 110 000 000 000,00 EUR / \$ the best Total**

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### The following documents (only in English) are needed for the loan request:

- **Financing overview** of the project.
- A utility bill for showing the residence of the applicant.
- A scanned color copy of the passport of signatory.
- Copy of the company – Certificate of Incorporation.
- Board Resolution confirming the person who is applying for the funds and the amount of funds required has full board approval to do so.
- Copies of: any appraisals, valuations and approved planning applications.
- Collateral (Security) offered for the loan / Copy of Instruments.
- Consulting &Facilitator Agreement

After approval of the project from Investor to continue the loan request process, the investor specific document will be send.

## 4-Investor Kazakhstan, Azerbaijan, ext,

### Credit for business development

Summary: with BG from Client.

Rate p.a. 1% 10 years or 15 years.

Investor 4% 1x one time from total loan

Consulting free 3 % 1x one time from total loan BNU / Cytomed

Contact people 1-2% 1x one time from total loan

Agent 1-2 % 1x one time from total loan

### Credit for business development

If you need a loan (loan) and you have the tools of the bank to provide mortgage obligation, and you're ready to make a transfer by SWIFT MT799, and then send the following SWIFT MT760!

We offer you a lender who is willing to accept any bank instrument that your issuing bank may be sent via SWIFT MT799, and then send the following SWIFT MT760.

**We offer Loans to companies and banks; the credit line is available in volume 50B. € / \$.**

#### The lender may accept financial instruments:

- *The bank guarantee (Bank guarantee) – BG*
- *Documentary / Documentary credit (Documentary letter of credit) - L / C*
- *Standby Letter of Credit (Stand-by letter of credit) – SBLC*
- *Certificate of Deposit - CD*
- *Bank Deposit Receipt - SKR*

No need to send a paper copy of the documents of the bank, only SWIFT MT799, and then send the following SWIFT MT760, according to the format of the text submitted by the Lender.

- *The lender will not ask for additional verification from the issuing bank.*
- *Lender is enough that the issuing bank will send the borrower SWIFT MT799, and then send the following SWIFT MT760, according to the format of the text submitted by the Lender.*
- *Loans are provided by SWIFT MT760 with a par value of not less than 100 million EURO / DOLLAR. (Maximum of 50B. EURO / DOLLOR)*



- *Loan amount, not less than 70% - 75% of the nominal value specified in the SWIFT MT760.*
- *Loans granted under 1% per annum + 4% service of BG CONSULTING AGREEMENT + 3% service of BG FACILITATOR AGREEMENT ( 1% Interest rate per annum + 7 % Service FEE)*
- *Loans will be issued by the Lender of HSBC Bank Hong Kong.*
- *The Lender has a banking license to do so, credit will be issued from the Lender, **not the Bank.***
- *The first tranche - of 25% is payable on the third banking day from the date of receipt of SWIFT MT760.*
- *Second tranche - 75% to 15 lists (PYATNADTSAT) banking days from the date of receipt of SWIFT MT760.*
- *If the Issuing-Bank is weak, your bank must send S.W.I.F.T. MT799/760, through Correspondent Banks TOP 25 in Europe or America.*

*P.S.*

*The borrower must obtain the consent of the employee of the issuing bank's readiness to send SWIFT, with HSBC Bank in Hong Kong, in the format of the Lender, indicating the date of sending SWIFT MT799 / MT760.*

*This information is essential to the Lender, as the confirmation of the willingness of the Bank-imitent for signing the Loan Agreement with the Borrower.  
If you're ready to start?*

*We are ready to send a draft agreement on the loan (loan) CONSULTING AGREEMENT & FACILITATOR AGREEMENT*

*We guarantee the signing of the Agreement with the Lender for 1-2 days at most.*

## **INFORMATION FROM THE CREDIT CONTRACT**

- **BANK INSTRUMENT DESCRIPTION:**

<b>INSTRUMENT:</b>	BG (BANK GUARANTEE)
<b>CURRENCY:</b>	EURO € XXX,000,000.00 (XXXXXXXXXX MILLION EUROS).
<b>CONDITION / AGE:</b>	ONE (1) YEARS and ONE (1) Day.
<b>Bank Guarantee (BG) Number:</b>	EURO € XXX,000,000.00 (xxxxxx MILLION EUROS)
<b>NAME OF ISSUING BANK:</b>	XXXXXXXXXXXX
<b>DATE OF MATURITY:</b>	26 June 2012
<b>BG FACE VALUE AMOUNT:</b>	EURO € XXX,000,000.00 (XXXXXXXXX MILLION EUROS)
<b>CORRESPONDING BANK:</b>	

**NOW THEREFORE**, for and in consideration of the covenants and agreements, as set forth herein, and for other goods and valuable considerations, the parties agree as follows:

The Parties has therefore decided to resort to borrowing of funds amounting up to **EURO € XX0,000,000.00 (XXXXXXXXX MILLION EUROS)** per trench through ..... Bank or equal bank (Lender’s option).

Whereas Borrower has agreed to borrow a sum up to **EURO € XX0,000,000.00 (XXXXXXXXX MILLION EUROS)** on the terms and conditions stipulated hereunder.

• **NOW IT IS AGREED BETWEEN THE LENDER AND BORROWER AS UNDER:**

Lender has agreed to lend on the following terms and conditions.

- Principle Amount** : *EURO € XXX,000,000.00 (XXXXX MILLION EUROS)*
- Rate of Interest** : *1% (One) percent per year*
- Sharing Ratio** : *4% rate of the nominal value of BG, for the services of **Consulting Agreement** and 3% of the nominal value of BG for the services of **Facilitator Agreement**, fees will be deducted per wire transfer, and will be deducted from each respective wire transfer in advance.  
(4%+3% of BG is the service FEE)*
- Amortization Period** : *ONE (1) YEARS and ONE (1) Day (with admissible extension)*
- Security** : *Repayable Secured Debentures*
- Schedule of payment** : *The amount to borrower shall be payable during fifteen banking days period*
  - *first installment - 25% within THREE (3) banking days from the date of receipt of the S.W.I.F.T. MT760.*
  - *second tranche of 75% up to FIFTEEN (15) banking days from the date of receipt of the S.W.I.F.T. MT760.*

• **PROCEDURES**

**3.1** Upon signing and execution of the Loan Agreement, the following documents have to be provided:

- Copy of the Instruments;
- Corporate Letter of Authorization to verify Instruments;
- Color copy of the Passport of Signatory;
- Corporate Board Resolution
- Consulting Agreement in the amount of 4% & Facilitator Agreement in amount of 3% of BG
- Order for payment to the lender Consulting Agreement in the amount of 4% and Facilitator Agreement in amount of 3% of BG
  
- Within 3 (three) days after receiving this countersigned Agreement by E-mail, Party’s “B” will instruct its Bank officer to issue Pre-Advice S.W.I.F.T. MT-799 to Party’s “A” nominated Bank and will send a copy of this forwarded S.W.I.F.T. confirmation to Party A (via E-mail).

- After approval (by Party's "A" Bank), the Party's "A" Bank will send SWIFT MT-799 with confirmation of acceptance of the Instrument (BG) after reception Instrument (BG) by S.W.I.F.T. MT-760.
- Immediately af S.W.I.F.T. ter receiving the above S.W.I.F.T. MT-799, the Party's "B" Bank will send the Instrument (BG) via SWIFT MT-760 (Sample attached) to Party's A Bank and will send a copy of this forwarded S.W.I.F.T. confirmation to «Party A» (via E-mail).
- Party's "B" bank sends the issued Instrument (BG) via bank to bank S.W.I.F.T. MT-760 to Party "A's" nominated bank in favor of Party "A". Original / Hard copy of the subject Instrument (BG) shall remain under the custodial keeping of the Issuing Banks until complete of the providing a Loan payment.
- Upon successful bank to bank verification, authentication and acceptance of the Instrument Party "A" will start to complete bank to bank procedures for the transfer of agreed payment to Party "B's" receiving nominated accounts together with all concerned nominated and authorized beneficiaries during 15 (fifteen) banking days.
- Payment of the Loan shall be made within fifteen banking day's period. Original / Hard copy of the subject BG shall remain under the custodial safekeeping of the Issuing Bank/s until completion of the payment/s.

## 5) Investor without bank guarantee

### BRIDGE FINANCE PROCEDURES

**To proceed with the loan the following documents only in English are needed:**

1. The business plan of **the project**.
2. A utility bill for showing the residence of the applicant.
3. An A4 copy of the passport color. Preferably a scan of the passport.
4. Copy of the company – Certificate of Incorporation.
5. Board Resolution confirming the person who is applying for the funds and the amount of funds required has full board approval to do so.
6. Copies of: any appraisals, valuations and approved planning applications.
7. Collateral offered for the loan.

If the provider approves the business plan and gives his confirmation to continue the loan request process.

- The Loan application form is to be send
- In 48 hours the provider sends the full contract for the loan (JOINT VENTURE AGREEMENT)

#### Conditions of the Loan:

*Loan amount:* \_\_\_\_\_ Million Euros (€XXX,000,000.00)

*Interest rate:* **Five percent (5%)**

*Loan period:* Fifteen (15) years

*Net loan emission:* **Eighty Four Percent (84%) of loan amount**

(This 16% defined as 5 % first year interest payment and 11% provider's fee including his bank instruments costs)

*Type of loan:* Interest only payable yearly in arrears after the third year with three years grace period

*Collateral:* Guarantee of the borrower, lien on the project.  
*Loan Payment after 90 days*  
*Currency of the loan:* Euros  
*Commission for Adviser 2%* (payable from the applicant at the end)  
Min commission is 100.000 €

**All negotiations and signing the contract will be in Dubai.**

Also please take under consideration that for Dubai when signing the contract, all expenses including Flight Ticket, Accommodation and Food are payable from the

Below is the cost of each loan accordingly:

- 1 Million up to 100 Million Euro/USD costs €80,000 Euros. (€20.000+€60.000)

(€20,000 (Twenty Thousand Euros) are payable by the applicant after the approval of the loan for the block of the instrument will be used for the specific loan. The €60,000 (Sixty Thousand Euros) will be used for the initial setting up fees of the instrument and is payable at the date of signatures of the contract with the provider).

- 100 Million up to 150 Million Euro/USD costs €120,000 Euros (€30.000+€90.000)

(€30,000 (Thirty Thousand Euros) are payable by the applicant after the approval of the loan for the block of the instrument will be used for the specific loan. The €90,000 (Ninety Thousand Euros) will be used for the initial setting up fees of the instrument and is payable at the date of signatures of the contract with the provider).

- 150 Million up to 500 Million Euro/USD costs €220,000 Euros (€50.000+€170.000)

(€50,000 (Fifty Thousand Euros) are payable by the applicant after the approval of the loan for the block of the instrument will be used for the specific loan. The €170,000 (One Hundred Seventy Thousand Euros) will be used for the initial setting up fees of the instrument and is payable at the date of signatures of the contract with the provider).

**This payment is like a deposit and will be refunded after loan agreement.**

When the application for the loan will be positive the applicant has to realize the first payment in order to block the bank instrument and the initial setting up fees of the instrument. The applicant can also pay the said amount in Dubai after the first meeting.

The second payment of the amount is to be done in Dubai the time that the applicant will sign the contract with the provider in his Lawyer's office. The same time the provider will issue him/her a cheque from HSBC Middle East at the amount of paid deposit.

The instrument is issuing from General Equity Building Society – New Zealand and HSBC Dubai or Bank Corp in New Zealand will send the amount of the loan to the bank of the applicant and the customer has to repay back the loan through HSBC Dubai or Bank Corp accordingly.

# 6-Loan (JOINT VENTURE AGREEMENT)

## BRIDGE FINANCE PROCEDURES

To proceed with the loan the following documents only in English are needed:

- The business plan of **the project**.
- A utility bill for showing the residence of the applicant.
- An A4 copy of the passport color. Preferably a scan of the passport.
- Copy of the company – Certificate of Incorporation.
- Board Resolution confirming the person who is applying for the funds and the amount of funds required has full board approval to do so.
- Copies of: any appraisals, valuations and approved planning applications.
- Collateral offered for the loan.

If the provider approves the business plan and gives his confirmation to continue the loan request process.

- The Loan application form is to be send
- In 48 hours the provider sends the full contract for the loan (JOINT VENTURE AGREEMENT)

Conditions of the Loan:

<u>Loan amount:</u>	_____ Million Euros (€XXX,000,000.00)
<u>Interest rate:</u>	<b>Five percent (5%)</b>
<u>Loan period:</u>	Fifteen (15) years
<u>Net loan emission:</u>	<b>Eighty Four Percent (84%) of loan amount</b> (This 16% defined as 5 % first year interest payment and 11% provider’s fee including his bank instruments costs)
<u>Type of loan:</u>	Interest only payable yearly in arrears after the third year with three years grace period
<u>Collateral:</u>	Guarantee of the borrower, lien on the project.
<u>Currency of the loan:</u>	Euros
<u>Commission for Adviser</u>	2% (payable from the applicant at the end) Min commission is 100.000 €

**All negotiations and signing the contract will be in Dubai.**

Also please take under consideration that for Dubai when signing the contract, all expenses including Flight Ticket, Accommodation and Food are payable from the applicant

Below is the cost of each loan accordingly:

- 1 Million up to 100 Million Euro/USD costs €80,000 Euros. (€20.000+€60.000)  
(€20,000 (Twenty Thousand Euros) are payable by the applicant after the approval of the loan for the block of the instrument will be used for the specific loan. The €60,000 (Sixty Thousand Euros) will be used for the initial setting up fees of the instrument and is payable at the date of signatures of the contract with the provider).
- 100 Million up to 150 Million Euro/USD costs €120,000 Euros (€30.000+€90.000)  
(€30,000 (Thirty Thousand Euros) are payable by the applicant after the approval of the loan for the block of the instrument will be used for the specific loan. The €90,000 (Ninety Thousand Euros) will be used for the initial setting up fees of the instrument and is payable at the date of signatures of the contract with the provider).
- 150 Million up to 500 Million Euro/USD costs €220,000 Euros (€50.000+€170.000)  
(€50,000 (Fifty Thousand Euros) are payable by the applicant after the approval of the loan for the block of the instrument will be used for the specific loan. The €170,000 (One Hundred Seventy Thousand Euros) will be used for the initial setting up fees of the instrument and is payable at the date of signatures of the contract with the provider).

**This payment is like a deposit and will be refunded after loan agreement.**

When the application for the loan will be positive the applicant has to realize the first payment in order to block the bank instrument and the initial setting up fees of the instrument. The applicant can also pay the said amount in Dubai after the first meeting.

The second payment of the amount is to be done in Dubai the time that the applicant will sign the contract with the provider in his Lawyer's office. The same time the provider will issue him/her a cheque from HSBC Middle East at the amount of paid deposit.

The instrument is issuing from General Equity Building Society – New Zealand and HSBC Dubai or Bank Corp in New Zealand will send the amount of the loan to the bank of the applicant and the customer has to repay back the loan through HSBC Dubai or Bank Corp accordingly.

## 7- Explanation of the UAE funding.

### JOINT VENTURE AGREEMENT

The financing and investment system in the United Arab Emirates is based on Islamic banking, itself a special kind of partnership where one partner contributes the financing and the other partner is using the fund for the development of a commercial enterprise. This system, also known as „Mudarabah“ (profit sharing) provides the clear understanding, that one partner is responsible for the financial investment and the other partner is only responsible for project management and operational activity. Mudarabah is therefore a contract, with one party providing 100 percent of the capital and the other party providing its specialized know-how in investing the capital and managing the project.

Profits generated are shared between the parties according to a pre-agreed percentage. On such a cooperation basis, profits are shared between partners, while losses are borne only by the financial partner, but not by the project managing partner. With regard to administrative steps in concluding a transaction, we are glad to inform in the following:

- A personal presentation of the project to the financial partner is the initial step in this investment process.

- Step two is the arrangement of a business certification, in accordance to UAE laws. This allows, as per the legal conditions of the UAE, to generate a silent partnership contract, which will be valid for a long term relationship (e.g. 20 years).

- Step three requires a valuation audit for the investment banks.

- Step four, if required, is the release of financial instruments, to secure the volume of finance.

All expenses involved in this process, including expenses for legal, advisory and administrative purposes are borne by both partners in equal parts and are reimbursed upon contract conclusion and release of the investment. This procedure is common in projects of this type and originates from accurate accounting and fund management worldwide. It is worth mentioning, that once a project has been approved for a personal presentation in the UAE and the meeting has been accepted by the project initiator, there is hardly any chance for rejection and we should expect that the project will be ultimately successfully concluded.

After concluding of the joint venture the financier, investor has a concrete assignment to book his and the project owners advanced expenditures. These expenditures will be added to the investment and reimbursed. This is an accountants act and is worldwide common in an accurate financing management.

In an ideal financing process, where all requirements will be timely fulfilled by the project owner, funds will be executed approx. between 6 to 9 months

# 8-Long Term Funding for Projects based on Arbitrage Fund Structured Debt Program

## Introduction:

The Arbitrage Loan Facility has been structured in such a way that the sanctioned Loan Amount (Gross Loan) is equal to double the Net Loan.

**Net Loan Amount:** US \$20,000,000.00

**Gross Loan Amount:** US \$40,000,000.00 (Double the Net Loan)

Of this Gross Loan Amount, one half portions – US \$20,000,000.00 – will be retained at the time of funding and applied to a bank Term Deposit to create the Sinking Fund that will grow over a ten (10) year term and return the Gross Loan Amount at the end of Loan Term.

Above mechanism guarantees 100% repayment of the Gross Loan Amount. The remaining US \$20,000,000.00 will be utilized for Project Development. (Loan Amount can be any amount)

## General Terms and Conditions

- Simple, swift Application process
- Expedited disbursement of Loan Funds
- No repayment of the Gross Loan or Net Loan Amount required
- Repayment of the Loan guaranteed by the Deposit Holding Bank
- Interest Rate between 2.25% and 2.75%, per annum, fixed for term
- Grace Period available for qualified Applicants
- Loan Amount available as onetime payment, no tranches
- No collateral required
- Applicant retains 100% Equity
- Applicant has full control of the Company, no transfer of Corporate Shares
- 100% success rate after the Project has been approved by our Board
- Refundable Escrow Deposit required after Board approval

## Procedure

- Submit Application Form together with supportive Project Documents
- Due Diligence executed (3 – 8 business days)
- Preliminary Term Sheet issued
- Funding Offer
- Agreements executed
- Disbursement of Loan Funds



Above should only be utilized as a guideline. We tailor our Funding Offers to meet each Applicant's unique requirements

## Explanation Refundable Escrow Deposit

Assuming a client requires a \$20M loan, we would provide the client with a \$40M loan. The client would then immediately receive the \$20M loan, providing 100% project financing; while the other \$20M would be placed with an International Bank (Lloyds TSB) for ten (10) years.

During the ten (10) year term - due to compounded Interest - the 20M will grow to \$40M and will be used for 100% repayment of the \$40M (Gross) loan amount; this is guaranteed by the Deposit Holding Bank in form of a Bank Guarantee or Certificate of Deposit which will stipulate the value at maturity (\$40M).

The client is not required to provide us with an Equity position within his/her Company, and we do not require any securities for the Loan Amount as the Sinking Fund Deposit (\$20M) provides us with 100% security.

The client is however required to execute a deposit into our Third Party Escrow Account (100% independent), and to cover an Interest on the Gross (\$40M) Loan Amount for the term (10 years).

If so needed, a 12 - 24 month Grace Period can be considered.

In order for us to establish the Sinking Fund, we are required to block the Total Loan Amount in favor of the client, and simultaneously cover all administrative, bank & legal fees; hence the requirement of a deposit.

Also, this deposit is additionally to secure unreasonable behavior of the borrower for the case when they apply for a loan and then, at the time when the loan is approved by board (and, what is more important, all documentation are in place, all administrative, bank and legal fees are paid), borrower suddenly refuses to draw the loan.

It is important to note that the Escrow Agent cannot release the Escrow Funds until the loan has been withdrawn. Should we fail to perform (which has never happened), the Escrow Agent would automatically return the deposit.

It is also very important to note that we handle all the details, and use our own funds to finance the projects; therefore, after our Board has approved any Project; the funding is in fact guaranteed

### What is a Sinking Fund?

A sinking fund is basically a pile of money a corporation sets aside to repay its dividends on stocks or other debt instruments. Since corporations must repay the principle amount and its interest at maturity to holders, there is a chance that the final amount could be too high for a company in financial trouble. Companies that can't pay the maturity debt will default. The setting aside of assets minimizes the final bill that the company must pay when an instrument's term is up. Because the amount of debt the company has is reduced, the risk of the company defaulting is lessened.

# Example of BG Bank Guarantee



ORIGINAL

## PROOF OF FUNDS

Date: Saturday, 5 February 2011  
Our Ref: 10-0209  
Subject: Funds Reserved on Account  
A/C Name: Group Limited  
A/C Number: 319-1976

To: Group Limited

We, The Hong Kong and Shanghai Banking Corporation at No. 1 Queen's Road, Central, Hong Kong, represented by the undersigned officers, hereby confirm with full bank responsibility and liability for and on behalf of Group Limited, with cash funds in the amount of US\$5,000,000,000.00 (Five Billion UNITED STATES DOLLARS) as to the date of this letter.

We further confirm that by written instruction from our client Group Limited, we have placed on administrative hold said funds for a period of one (1) year and one (1) month with full bank responsibility.

We further confirm that to the best of our knowledge these funds are good, clean, cleared, unencumbered, and legitimately earned funds of non-criminal origin.

We, the Hongkong and Shanghai Banking Corp., confirm the funds in our custody will not be changed, altered, amended or pledged for a period of one (1) year and one (1) month from the date of this instruction.

This instruction for Funds administrative hold is an operating fully confirmed instruments and is subject to the uniform customs and practice for documentary credit (1933) revision, International Chamber of Commerce (ICC) publication No. 500/600 and engages us in accordance with the terms thereof.

Sincerely

For and on the behalf of  
THE HONG KONG AND SHANGHAI BANKING CORPORATION LTD.

   
615 8677  
Dave G. Hartmann Mr. Peter S. Man  
General Manager Account Manager  
Authorized signatories



The Hongkong and Shanghai Banking Corporation Limited  
GPO Box 64, Hong Kong  
1 Queen's Road, Central, Hong Kong  
Tel: 852-2822 1111, Fax: 852-2810 1112  
Telex: 73201 HKBG HX

## about government bonds

Project finance to loans about government bonds  
we need a sample, a model for check what is possible  
investor must decide.

## Projects realizing

**Construction of projects turnkey basis.**

- Housing construction
- Road construction
- Railway construction
- Sports Stadium
- Universities
- Hospital
- Military Hospital full equipment
- Airport
- Shopping center
- full city quarter

water supply and water cleaning, energy green energy new solar technology

these are we can make with our partners all this projects.

**yes we can make.** we have a agreement with international corporations companies.

With German factories BFT Precast, we can do that, to realizing the projects.

you get the name and address from this companies when we have a project contract.

If the projects are planned by architect and we have a project contract then I talk with these companies.

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