

BUYER'S CODE:
SELLER'S CODE:
TRANSACTION CODE:

On Buyer's Full Letterhead

LETTER OF INTENT

Date: JULY 14, 2012

From:

I, MR. XXXXXXXXXXXX AS XXXXXXXXXXXX (title) OF XXXXXXXXXXXX (Company) HAVING IT'S OFFICES LOCATED AT XXXXXXXXXXXX (address)), HAVING PASSPORT NUMBER XXXXXXXXXXXX ISSUED BY XXXXXXXXXXXX AND ALSO AS THE ACCOUNT HOLDER AND AUTHORIZED SIGNATORY, HEREBY CONFIRM WITH FULL LEGAL AND CORPORATE RESPONSIBILITY, THAT WE ARE READY, WILLING AND ABLE TO UNDERTAKE FOR THE EXCHANGE OF THE HEREIN DESCRIBED BANK GUARANTEE ("BG") DERIVED FROM LEGAL SOURCES AND OF NON-CRIMINAL ORIGIN THROUGH OUR BANKING RESOURCES UNDER THE TERMS AND CONDITIONS STATED HEREIN, AGAINST CLEAN, CLEAR, GOOD AND OF NON-CRIMINAL EUROS.

INSTRUMENT DESCRIPTION:

Instrument: Bank Guarantee, Cash Backed
Format: ICC No. 758, Latest Revision
Term: One (1) year and One (1) day
Age: Slightly Seasoned
Issuing Bank: Deutsche-Frankfurt, HSBC-London, Barclays-London
Interest Rate: Zero Coupon
Price: Sixty-Five percent (65%) of Face Value + (2%) Two percent Commission
Commission: Two percent (2%) of Face Value, (1% to Sell Side and 1% to Buy Side)
Currency: Euro
Contract Amount: Euro 5 Billion (€5,000,000,000.00) with Rolls and Extensions
First Tranche: Euro 500 Million (€500,000,000.00)
Denominations: €500M or by request
Transaction Mode: Seller first sends BG PRE-ADVICE via SWIFT MT799, Buyer sends ICBPO via SWIFT MT799, Seller sends BG via SWIFT MT760, Buyer sends payment via SWIFT MT103
Payment: SWIFT MT103

TRANSACTION PROCEDURE

1. Buyer submits a signed Letter of Intent (LOI), Buyer Signatory Passport copy, Corporate Board Resolution (if applicable), Client Information Sheet and an Irrevocable Fee Protection Agreement.
2. Seller countersigns the LOI and returns it to Buyer with details of Seller's Banking Coordinates and Seller Signatory Passport copy. Once countersigned, this LOI automatically becomes a full commercial recourse contract which both Buyer and Seller shall then lodge with their respective banks.
3. Within 2 (two) international banking days after the return of the countersigned LOI to the Buyer, the Seller's Bank sends the BG **PRE-ADVICE** to the Buyer's Bank via SWIFT **MT799**. (APPENDIX C).
4. After confirming and verifying the BG PRE-ADVICE and within **72 banking hours**, the Buyer's Bank sends an **ICBPO** via SWIFT **MT799** to the Seller's Bank for the first tranche amount.

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(APPENDIX B)

5. After confirming and verifying the ICBPO sent via SWIFT MT799 and within **3(three) working days**, the Seller's Bank sends the BG via SWIFT **MT760** to the Buyer's Bank.(APPENDIX A).
6. After confirming and verifying the BG sent via SWIFT MT760 and within **5-6 working days**, the Buyer's Bank sends/releases payment to the Seller's Bank via SWIFT **MT103** and simultaneously pays consultants commission fees of **TWO PERCENT** of **FACE VALUE** of each tranche according to the Irrevocable Fee Protection Agreement which is an integral part of this contract.
7. After Seller receives payment and consultants commission fees are paid and within 7 (seven) international banking days, the Seller's Bank delivers the BG Hard Copy originals to the Buyer's Bank via Bank Bonded Courier.
 - Any unauthorized calls by any party or its representative lawyers, probes or communication in an improper way to bank(s) in this transaction shall be prohibited and contract terminated.
 - This Letter of Intent is a full recourse commercial commitment governed by the Law of the jurisdiction that both parties reside and standards under ICC Regulation.
 - Notice: This is a private sale between two entities and is not to be construed as an offer of funds nor a sale of securities as defined in the Securities Act of 1933/34

BANKING COORDINATES

- 1 Any unauthorized calls by any party or its representative lawyers, probes or communication in an improper way to bank(s) in this transaction shall be prohibited and the contract shall be terminated.
2. Both Buyer and Seller reserve the right to use multiple transacting Bank Accounts, if necessary, in order to facilitate completion of the contract and shall give prior notice to the other party.

SELLER'S BANKING COORDINATES

Bank Name:
Bank Address:
Account Name:
Beneficiary:
Account Number:
SWIFT:
IBAN:
Bank Officer:
Bank Telephone Number:
Bank Fax:

BUYERS BANKING COORDINATE FOR RECEIVING BG AND SENDING PAYMENT:

Bank Name:
Bank Address
Account Name:
Account Signatory:
Account Number:
SWIFT:
IBAN:
Bank Officer:
Bank Telephone Number:

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CONDITIONS

This agreement is a full recourse commercial commitment governed by the laws of the jurisdictions in which both/all the parties reside and standards under ICC Regulations.

The force majeure exception clause of the International Chamber of Commerce (I.C.C. Publication #421) and non-circumvention and non-elusion & working agreement, is hereby incorporated in and made an integral part of this document.

All the parties hereby affirm and attest that each has the authority to accept and execute this full legal contract and to be bound by its terms and condition.

BY SIGNING THIS LOI, BOTH BUYER AND SELLER AGREE, UNDER THE LAWS AND TRADING GUIDELINES SET FORTH BY THE ICC THAT THEY ARE READY WILLING AND ABLE TO COMPLETE THIS TRANSACTION UNDER THE TERMS AND CONDITIONS STATED WITHIN THIS LETTER OF INTENT.

Agreed and Signed on the XX day of XXXX 2012

For and on behalf of the Buyer _____

Name:
Title:
Telephone No:
Email Address:
Passport Number:
Nationality:
Place of Issue:
Date of Issue:
Date of Expiry:

Agreed and Signed on the XX day of XXXX 2012

For and on behalf of the Seller _____

Name:
Title:
Telephone No:
Email Address:
Passport Number:
Nationality:
Place of Issue:
Date of Issue:
Date of Expiry:

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SELLER'S COLOR PASSPORT COPY

"I hereby certify that this is a true copy of my original and currently valid Passport"

Signed by the Seller on this XX day of XXXX 2012

Name:
Title:
Passport Number:
Nationality:
Place of Issue:
Date of Issue:
Date of Expiry:

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BUYER'S COLOR PASSPORT COPY

"I hereby certify that this is a true copy of my original and currently valid Passport"

Signed by the Buyer on this XX day of XXXX 2012

Name:
Title:
Passport Number:
Nationality:
Place of Issue:
Date of Issue:
Date of Expiry:

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APPENDIX A

Draft Text BANK GUARANTEE - SWIFT MT 760

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APPENDIX B

IRREVOCABLE CONDITIONAL BANK PAYMENT ORDER VIA SWIFT MT799

TO:

Bank Name:
Bank Officer:
Phone Number:
Fax Number:
Email:
S.W.I.F.T. Code:
Account Number:
Account Holder:

FROM:

Bank
Bank Officer:
Phone Number:
Fax Number:
S.W.I.F.T. Code:
Account Number:
Account Holder:
By The Order Of:
Transaction Code:
Buyer's Code:
Seller's Code:

We, _____ bank, hereby confirm, that our client, _____ has the financial capacity to pay for the purchase of the bank instrument (BG, € 500,000,000.00. 00) with TRANSACTION CODE: **XXXXXXXXXXXXXX**

We, _____ Bank will make the payment for the full amount for the purchase of the bank instrument herein described by verification of registration cusip numbers corresponding with the issued callable custodial safekeeping receipts with physical delivery to be made thereafter. Payment of funds shall be by either swift or wire transfer to the designated banking coordinates.

We hereby confirm our readiness to issue conditional payment order Swift MT103 one day upon receiving Swift MT 760 and invoice from seller's bank. We hereby confirm that the funds are good, clean, and cleared funds of non-criminal origin and are from a legal source.

This irrevocable Swift is a binding fully performed due bill and is immediately callable on us for cash payment against the bank certified invoice conditional upon our acceptance for the purchase and delivery of the bank instruments specified below:

| | |
|----------------|----------------------------------|
| INSTRUMENTS: | BANK GUARANTEE |
| CURRENCY: | EUROPEAN UNION CURRENCY |
| TERM: | ONE (1) YEAR AND ONE (1) DAY |
| INTEREST: | ZERO COUPON |
| ISSUING BANKS: | (DEUTSCHE BANK, HSBC, BARCLAYS) |
| DENOMINATION: | 500M OR AS AGREED |

This is conditional, irrevocable, divisible, assignable, transferable and callable S.W.I.F.T. Wire transfer is valid for fifteen days from ____ day of _____, 2012 and Until ____ day of _____ 2012 1700 Central

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European Time.

This is an operative bank instrument and is subject to the uniform commercial code as it relates to bank credit instruments.

For and on behalf of: _____

NAME OF ISSUING BANK

Bank officer 1 Name

Title

ID Number

Bank officer 2 Name

Title

ID Number

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APPENDIX C
TEXT SWIFT MT 799

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IRREVOCABLE FEE PROTECTION AGREEMENT

IN DIRECT REFERENCE TO THE PURCHASE OF THE FOLLOWING INSTRUMENT

INSTRUMENT DESCRIPTION:

Instrument: Bank Guarantee, Cash Backed
Format: ICC No. 758, Latest Revision
Term: One (1) year and One (1) day
Age: **Slightly Seasoned**
Issuing Bank: Deutsche-Frankfurt, HSBC-London, Barclays-London
Interest Rate: Zero Coupon
Price: Sixty-Five percent (65%) of Face Value +(2%) Two percent Commission
Commission: Two percent (2%) of Face Value, (1% to Sell Side and 1% to Buy Side)
Currency: Euro
Contract Amount: Euro 5 Billion (€5,000,000,000.00) with Rolls and Extensions
First Tranche: Euro 500 Million (€500,000,000.00)
Denominations: €500M or by request
Transaction Mode: Seller first sends BG PRE-ADVICE via SWIFT MT799, Buyer sends ICBPO via SWIFT MT799, Seller sends BG via SWIFT MT760, Buyer sends payment via SWIFT MT103
Payment: SWIFT MT103

I, Mr. XXXXXXXXXXXX, having Passport Number XXXXXXXXXXXX issued by XXXXXXXXXXXX and as fully authorized signatory of XXXXXXXXXXXXXXXX irrevocably and unconditionally, without protest, demand or delay, promise and guarantee to pay consultancy fees of **TWO PERCENT (2%) OF THE FACE VALUE** of the Bank Guarantees, for the benefit of the consultants being hereinafter called collectively the "beneficiaries" and individually a "Beneficiary".

The said consultancy fee shall be paid upon the successful closing of each and every tranche concurrently with each payment of the Bank Guarantees purchased by us. Further, the said consultancy fees shall be paid in good, clean clear and unencumbered Euros and delivered, via wire transfer, to your designated trust/bank account coordinates.

This "Fee Agreement-Pay Order" is unconditional, assignable and divisible. This "Fee Agreement-Pay Order" shall endure to the benefit of the beneficiaries and their respective heirs, administrators, successors and assigns, as the case may be, and shall be binding and enforceable upon us, our successors and assigns as the case may be, until this transaction, including any renewals, extensions and additions are fully completed.

This Fee Agreement-Pay Order, if transmitted by facsimile or electronic mail shall be considered an original, legally enforceable document.

Generally recognized International Standards of Non Circumvention and Non-disclosure are applicable for a period of Five Years from the date of this document or the last date of the contract including any renewals, extensions and additions are fully completed and we agree to respect those.

We hereby declare that we are fully aware that the information received from you is in direct response to our request and is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, and is intended for our general knowledge only.

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We hereby affirm, under penalty of perjury, that we have requested information from you and your organization by our choice and free will, and further that you have not solicited us in any way. Intermediaries are NOT Advisors of any kind.

Parties to this agreement are independent contractors and all contemplated payments and/or disbursements hereunder are divided interests. Nothing in this agreement construes or creates a partnership or employer/employee relationship between or among the parties hereto.

All taxes, federal, state or other are the independent responsibility of each of the parties hereto.

The above stated Transaction Code, Seller Code and Buyer Code and any other identification codes shall remain the same and shall not be changed until this transaction including any renewals, extensions and additions are fully completed and we agree to respect those.

This transmission via facsimile will be accepted as an original and I confirm that I have authority to execute this Pay Order.

BUYERS BANKING COORDINATES FROM WHICH FEES WILL BE PAID:

Bank Name:
Bank Address
Account Name:
Account Signatory:
Account Number:
SWIFT:
IBAN:
Bank Officer:
Bank Telephone Number:
Bank Fax:

PAYMENT ORDER VALUE

Total of Two Percent (2%) of the full face value of each and every tranche settled of the Bank Guarantees on the above-referenced transaction with ONE PERCENT (1%) PAID TO THE SELLER SIDE AND ONE PERCENT (1%) PAID TO THE BUYER SIDE. Such payment shall be made via SWIFT WIRE, without protest, delay or deduction and free of any bank charges (except for normal bank transfer charges), local and national taxes and liens, to the extent legally permissible.

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SELLER'S SIDE : ONE PERCENT (1%) OF THE FACE VALUE OF EACH AND EVERY TRANCHE OF THE TRANSACTION INCLUDING ROLLS AND EXTENSIONS

| | |
|---|---|
| PAYMASTER NAME | tba |
| PAYMASTER ADDRESS | |
| PAYMASTER EMAIL | |
| BANK NAME | |
| BANK ADDRESS | |
| BANK TELEPHONE/FAX | |
| SWIFT CODE | |
| ACCOUNT NAME | |
| ACCOUNT NUMBER | |
| BENEFICIARIES | |
| Special Instructions Email Address for notification of Funds | ALL TRANSFER INSTRUCTIONS SHALL STATE: "Funds are Clean and Clear, of Non-Criminal Origin and are customary remuneration normally associated with such, standard, financial transactions of this nature Payable in Cash Immediately Upon Receipt By Beneficiary's Bank and a copy of Bank Wire Transfer slip shall be emailed to: for legal verification and documentation pursuant to Patriot Act/Banking regulations |
| REQUIRED MESSAGE | "THE REMITTER IS KNOWN TO US. THIS IS DONE WITH FULL BANKING RESPONSIBILITY AND WE ARE SATISFIED AS TO THE SOURCE OF FUNDS SENT TO US." |

BUYER'S SIDE : ONE PERCENT (1%) OF THE FACE VALUE OF EACH AND EVERY TRANCHE OF THE TRANSACTION INCLUDING ROLLS AND EXTENSIONS TO BE DISTRIBUTED AS FOLLOWS:

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BUYER SIDE GROUP 1: 0.33% OF THE FACE VALUE OF EACH AND EVERY TRANCHE INCLUDING ROLLS AND EXTENSIONS

| | |
|---|---|
| PAYMASTER NAME | CLOSED |
| PAYMASTER ADDRESS | |
| PAYMASTER EMAIL | |
| BANK NAME | |
| BANK ADDRESS | |
| BANK TELEPHONE/FAX | |
| SWIFT CODE | |
| ACCOUNT NAME | |
| ACCOUNT NUMBER | |
| BENEFICIARIES | |
| Special Instructions Email Address for notification of Funds | ALL TRANSFER INSTRUCTIONS SHALL STATE: "Funds are Clean and Clear, of Non-Criminal Origin and are customary remuneration normally associated with such, standard, financial transactions of this nature Payable in Cash Immediately Upon Receipt By Beneficiary's Bank and a copy of Bank Wire Transfer slip shall be emailed to: for legal verification and documentation pursuant to Patriot Act/Banking regulations |
| REQUIRED MESSAGE | "THE REMITTER IS KNOWN TO US. THIS IS DONE WITH FULL BANKING RESPONSIBILITY AND WE ARE SATISFIED AS TO THE SOURCE OF FUNDS SENT TO US." |

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BUYER SIDE GROUP 2: 0.33% OF THE FACE VALUE OF EACH AND EVERY TRANCHE INCLUDING ROLLS AND EXTENSIONS

| | |
|---|---|
| PAYMASTER NAME | |
| PAYMASTER ADDRESS | |
| PAYMASTER EMAIL | |
| BANK NAME | |
| BANK ADDRESS | |
| BANK TELEPHONE/FAX | |
| SWIFT CODE | |
| ACCOUNT NAME | |
| ACCOUNT NUMBER | |
| BENEFICIARIES | |
| Special Instructions Email Address for notification of Funds | ALL TRANSFER INSTRUCTIONS SHALL STATE: "Funds are Clean and Clear, of Non-Criminal Origin and are customary remuneration normally associated with such, standard, financial transactions of this nature Payable in Cash Immediately Upon Receipt By Beneficiary's Bank and a copy of Bank Wire Transfer slip shall be emailed to: for legal verification and documentation pursuant to Patriot Act/Banking regulations |
| REQUIRED MESSAGE | "THE REMITTER IS KNOWN TO US. THIS IS DONE WITH FULL BANKING RESPONSIBILITY AND WE ARE SATISFIED AS TO THE SOURCE OF FUNDS SENT TO US." |

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BUYER SIDE GROUP 3: 0.34% OF THE FACE VALUE OF EACH AND EVERY TRANCHE INCLUDING ROLLS AND EXTENSIONS

| | |
|---|---|
| PAYMASTER NAME | |
| PAYMASTER ADDRESS | |
| PAYMASTER EMAIL | |
| BANK NAME | |
| BANK ADDRESS | |
| BANK TELEPHONE/FAX | |
| SWIFT CODE | |
| ACCOUNT NAME | |
| ACCOUNT NUMBER | |
| BENEFICIARIES | |
| Special Instructions Email Address for notification of Funds | ALL TRANSFER INSTRUCTIONS SHALL STATE: "Funds are Clean and Clear, of Non-Criminal Origin and are customary remuneration normally associated with such, standard, financial transactions of this nature Payable in Cash Immediately Upon Receipt By Beneficiary's Bank and a copy of Bank Wire Transfer slip shall be emailed to: for legal verification and documentation pursuant to Patriot Act/Banking regulations |
| REQUIRED MESSAGE | "THE REMITTER IS KNOWN TO US. THIS IS DONE WITH FULL BANKING RESPONSIBILITY AND WE ARE SATISFIED AS TO THE SOURCE OF FUNDS SENT TO US." |

This irrevocable profit participation agreement becomes unconditional, assignable, and divisible upon the successful initiation of the transaction referenced above.

All profit transfers specific to this agreement are to be made by wire or internal bank transfers and transferred immediately upon closing of each transaction or tranche or as soon thereafter as banking processes allow without liens or delays of any kind whatsoever.

This agreement becomes effective with the execution of the Letter of Intent/transaction contract referenced by the transaction code, seller's code, and buyer's code set forth above and shall remain valid and enforceable for the full term of the contract and shall apply to any and all renewals, extensions, or any new agreements between buyer and seller or their shareholders and/or assigns for a period of five (5) years from the date hereof.

The applicable non-circumvention/non-disclosure conditions of the ICC 500 rules and regulations are binding upon all parties to this agreement or any other pending or future transactions. All signed copies of this agreement including fax transmissions thereof, shall be considered legally binding documents. This agreement and the rights and obligations hereof are binding and inure to the respective heirs, legal representatives, assignees and/or successors of the parties hereof.

It is understood that all parties herein involved are considered to be bound by international standard of non-circumvention/non-disclosure as governed by the international chamber of commerce, and if subject to

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litigation, to the laws of the involved countries.

Parties to this agreement are independent contractors and all contemplated payments and/or distributions hereunder are divided interests. All taxes, federal, state or other, are the independent responsibility of each of the parties hereto. Reporting of income and the payment of any related taxes is the sole responsibility of the parties individually.

This agreement will become an integral part and included within the purchase agreement/Letter of Intent/RWA contract identified with **Transaction Code: XXXXXXXXXXXXXXXXXX**, as soon as the Letter of Intent contract becomes valid and signed by both Buyer and Seller.

If no transaction is completed under the aforesaid transaction, seller, and buyer codes collectively, then no obligation to the beneficiaries/consultants and any other parties under this agreement is established.

The receipt of this document constitutes acknowledgement on the part of recipients hereof that the transactions herein are not to be in violation of existing regulations and laws and all parties herein are bound to obey and be in compliance with all regulations and laws as related to the transactions herein.

The signatory hereof avers and confirms that he has the power and authority to execute this irrevocable fee agreement and pay order.

Issued, Agreed and Signed on the XX day of XXXX 2012

For and on behalf of the BUYER/PAYOR_____

Name:
Title:
Telephone No:
Email Address:
Passport Number:
Nationality:
Place of Issue:
Date of Issue:
Date of Expiry:

Acknowledged, Consented to and Signed on the XX day of XXXX 2012

For and on behalf of the Seller _____

Name:
Title:
Telephone No:
Email Address:
Passport Number:
Nationality:
Place of Issue:
Date of Issue:
Date of Expiry:

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CLIENT INFORMATION SHEET

In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Marketing Commission Circular of December 1998, concerning the prevention of money laundering, the following information may be supplied to banks and/or other Federal Institutions for purposes of verification.

- 1) Buyer Full Name
Business Address :
Business Registration Number :
Telephone :
Facsimile :
E-MAIL Address :
2) Buyer Signatory Full Name :
Title :
Nationality :
Passport Number :
Date of Issue :
Date of Expiration :
Date of Birth :
Place of Birth :
Address :
Telephone :
Mobile Telephone :
Facsimile :
E-MAIL Address :
3) Legal Counsel :
Address :
Telephone :
Facsimile :
E-Mail Address :
4) Buyer's Banking Details
Name of Bank :
Bank Address :
Account Name :
Account Signatory :
Account No. :
S.W.I.F.T. Code :
IBAN / Routing Number :
Further Credit To :
Account # :
Bank Officer :
Telephone :
Facsimile :
5) Funds Information
Funds available for 1st tranche:
Origin of Funds :
Are Funds clean and clear? :
6) Brief Description of Corporate Activities:

Declaration: I hereby swear under penalty of perjury, that the information provided is both true and accurate.
I am the signatory on the aforementioned bank account. All monies engaged in this transaction are derived

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from non-criminal origin; and, are good, clean and cleared. The origin of funds is in compliance with Anti-Money-Laundering Policies as set forth by the Financial Action task Force (FATF) 6/01.

Signed on this XX day of XXXX 2012

BUYER: Authorized Signature _____
Name:
Title:
Passport Number:
Nationality:
Place of Issue:
Date of Issue:
Date of Expiry:

CORPORATE BOARD RESOLUTION

This is to certify that the board of directors of _____ having _____ it's address _____ (hereinafter referred to as the "company") having a board of directors meeting which was duly and regularly called, noticed and held on _____ 2012, at the company's above referenced address at which there was present a quorum thereof, wherein the following resolutions were unanimously adopted, to wit:

Resolved: that Mr. _____, holder of _____ Passport number _____, as _____ (title) and authorized signatory for and on behalf of the company, was fully authorized to act individually as the sole representative of the company to execute all necessary documents on behalf of the company in connection with bank instruments transactions and to effect the opening and operation of bank accounts on behalf of and for the benefit of the company at any bank(s) he shall select, and be a signatory thereon, to accept and disburse funds there from, at his discretion and determination, and to execute contracts with his selected sources and banks therein, at his discretion, for and in the best interest of the company.

Further resolved: that Mr. _____, _____ (title) of the company, be and hereby is authorized and directed to certify that the foregoing resolutions and the provisions thereof are in conformity with the charter, bylaws and articles of incorporation of the company, and that the foregoing resolution and the authority thereby conveyed shall remain in full force and effect until the purpose set forth herein are accomplished.

It is further certified that this corporate resolution's fax or photocopies shall be of equal value to their original and shall be accepted as such by everyone, for all purposes, everywhere.

In witness whereof, I have hereunto set my hand and seal of the company in certification of the above resolutions & provisions.

Signed on the XX day of XXXX 2012

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For and on behalf of the Buyer _____

Name:
Title:
Passport no.:
Nationality:
Place of Issue:
Date of Issue:
Date of Expiry:

NON SOLICITATION LETTER

I, _____, do hereby confirm that I have requested of you and your associates, specific confidential information and documentation regarding a currently available Private Placement Program to serve for our interest, purposes and understanding only, and not for further distribution.

We are hereby agreeing to keep all information received by you as strictly confidential and proprietary.

I hereby declare that I am fully aware that the information presented by you is not in any way considered or intended to be solicitation of funds of any sort, or any type of offering, but is intended for general knowledge and educational purposes only.

I affirm that I have requested information from you and your associates of my own choice and free will, and further that you have not solicited me in any way.

I understand that the completed transaction is strictly one of private placement, and that it is in no way relying upon or relating to the United States Securities Act of 1933 or related regulations, and it does not involve the sale of registered securities.

Further, I hereby declare that I am not a licensed broker or government employee. I have mutually agreed that this private placement transaction is exempt from the Securities Act, and is not intended for the general public, and all matters are for PRIVATE USE ONLY.

Signed on the XX day of XXXX 2012

For and on behalf of the Buyer _____

Name:
Title:
Passport no.:
Nationality:
Place of Issue:
Date of Issue:
Date of Expiry:

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