

Review of the Standard Terms and Conditions:

All terms, conditions, and procedures set forth are for indication purposes only and are subject to change by the investor.

General	The Bank is a New York based Investment Bank which is in existence since 1996 and which forms part of a large Banking Group with an A+ rating.
Loan to Cost/Value	Up to 100% of the cost or the value is possible.
Structure	The investment will be a direct investment or through a Special Purpose Vehicle (SPV).
Security	<p>The Bank invests where:</p> <ul style="list-style-type: none">• confirmed contracts are in place or can be put in place, which will ensure that the loan can be serviced and repaid. The contracts need to be with companies that have an investment grade rating, or• the loan is to be indemnified by an insurance company or similar financial institution, or• an investment grade corporate guarantee is in place, or• the loan is eligible for a municipal, state or sovereign guarantee.• the applicant company owns considerable assets which can be used as a security over the project• a high ROI with secured contracts in place outweighs the project risk regardless if the applicant company has an investment grade or not.
Loan Amount	The loan amount is to be confirmed or modified as mutually agreed between the Client and the Bank but the minimum loan amount is USD 30 million. There is no specific maximum amount. In exceptional cases a lower loan amount will be considered.
Loan Term	The Term is to be confirmed or modified as mutually agreed between the Client and the Bank. The minimum duration is 3 years with a maximum duration of not more than 30 years. The preferred duration of the loan is between 7 years and 15 years.
Interest Rate	As a guide line: 2% to 7%. The interest rate depends largely on the strength of the client, the country risk and the project risk.
Interest and Capital payments	Detailed terms and conditions will be determined between the Bank and the Client. Interest may be capitalized during the development/construction phase. Principal and interest payments apply thereafter.
Success Fee	A Success Fee of five per cent (5%) of the total investment amount will be payable to our Group. The Success Fee cost will be added to the loan

	amount and will be built into the first draw of the agreed draw-down schedule. In other words, this amount can be borrowed.
Success Fee Agreement	This agreement will be signed between our Group and the Client after the initial expression of interest by the Bank in the Client's project and before the first conference call between the Client and the Bank takes place.
Required Documentation	After an initial expression of interest from the Bank, you will be required to make available a full due diligence package. We will provide you with a list with standard information required. You should be aware that if you do not already have your file well documented, you may incur some costs yourself in obtaining the documentation that the Bank may require.
Draw-Down Schedule	The Draw-Down Schedule must be prepared by the client and submitted together with the Financial data. The Draw Down schedule will be agreed upon between the Client and the Bank. The Draw Down Schedule must as well include our Group's success fee of 5% payable from the first draw down. In other words, the success fee can be added to the loan amount and hence can be borrowed.
Conference Call with the Bank	Following finalization of the Success Fee Agreement, you will be invited to a first conference call with the Bank to discuss your project and the terms and conditions of an eventual Investment/Loan.
Meeting with the Bank	Subject to a positive outcome of the conference call and your acceptance of the Bank's terms and conditions in principle, you will be invited to the Bank's Headquarter or one of their offices for a personal meeting.
Investment Terms	Detailed terms and conditions of any investment will be determined between the Bank and the Client in a Letter of Intent or Head of Terms by the Bank to the Client and subsequently in an Investment Agreement or JV agreement. The terms and conditions depend largely on the project risk, the location and the return of investment.
Investment Agreements	All agreements are signed between the Client and the Bank.

International transactions such as this are complex matters that require detailed and comprehensive documentation. As a potential candidate for the investment, you must be able to provide certain information in order for us to understand the complexities of the transaction and to enable us to assist you in presenting the transaction to the Bank. This project preparation includes inter-alia the following documents to be forwarded electronically as attachments to an email:

- An Executive Summary of no more than 5 pages (separate from the Business Plan);
- An investor-oriented Business Plan;
- Financial data for at least 5 years (budget and cash flow forecasts, including the estimated IRR);
- CVs of the shareholders and management team.

Business Plan - You must present an investor-focused Business Plan that remains current based on market or business model changes. The Business Plan must include, but is not limited to, the following topics:

- Description of the company;
- Analysis of the marketplace;
- Description of products and services;
- Marketing and sales activities;
- Description of management and ownership;
- Organization and personnel;
- SWOT analysis;
- Funds required and the allocation thereof;
- Financial data for at least 5 years (budget and cash flow forecasts, including the estimated IRR) and Draw Down Schedule.
- Exit Strategy.

Cost and Charges

Other than travel related disbursement costs, if travelling is required, we request no up-front charge. However, you should be aware that if you do not already have your file well documented, you may incur some costs yourself in obtaining the documentation that the Bank may require, i.e., an appraisal report, a Business Plan, a Feasibility Study, Accountancy fees, Legal costs etc. etc. In such instance our Group will be able to assist you. Time and work related costs will apply.

Our Letter of Interest is valid for 10 (ten) business days from the date shown above. It will expire automatically if we do not receive your reply by the expiry date. An extension of the validity period will only be possible by agreement. However, in the event you confirm your interest after the expiry date of the original letter, we reserve the right to issue a new letter of interest based on the latest terms and conditions, which may not be identical to the original ones.

If the above outline of our company's policy is of interest to your company, we would be pleased to reply to any additional questions you may have.