

The SAZ 2 Loan Program offers 100% funding, with NO interest payments being required. It is a Loan Program through Joint Venture (SAZ 2) with a shareholding participation of the Trust.

a) SAZ 2 (49%) Indirect Loan Program

In addition to a first ranking charge over the project assets, the security for this JV program will consist in the deposit by Client of a “Guarantee Sum” of 10% of the investment amount (with a minimum value of USD 10 million). The Guarantee Sum may be provided directly by the Client. It will be deposited under joint signatures of the Client and the Trust into a joint bank account to be opened in an international bank in Hong Kong. In that event, the Trust will take a **29% share** into the Project until such time as the investment is repaid.

If the Client is unable to provide the Guarantee, the Trust will assist the Client to have it leased by a Prime European Bank and deposited directly into the Trust. In this event, the Trust’s shareholding will rise to **49% instead of 29%**.

Subject to repayment of the loan, the Applicant may repurchase in full or in part the Trust’s equity at the Project’s then market value. “Then market value” is the mean average of the appraised value as assessed by a mutually acceptable appraiser instructed by the Applicant and by a mutually acceptable appraiser instructed by the Trust. Alternatively, the Borrower may elect to remain in partnership with the Trust and apply to fund another project.

The following table provides an overview of the Standard Terms and Conditions that apply to this program:

b) Overview:

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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 Trust is a privately owned, Hong Kong-based Investment Trust in existence since 1992. In addition to investing its own funds, the Trust also acts for high-net worth individuals who seek a secure investment with a reasonable return on their capital.
Net Project Capital	The Trust primarily lends for projects in the development stage where it is able to advance up to 100% of the cost. The minimum amount that the Fund can consider is USD 25 million or an equivalent sum in Euros.
Structure	The investment will be through a Joint Venture company.
Security	Security will be a first-ranking charge over the Applicant’s Project Assets, plus a “Guarantee Sum” amounting to 10% of the loan amount (with a minimum value of USD 10 million), deposited with the Trust in a joint bank account under dual signature of the Trust and the Applicant and returnable upon repayment of the loan.
“Guarantee Sum” as Collateral	It is the Applicant’s responsibility to provide the Guarantee Sum. However, in the event the Applicant is unable to do so, the Trust would be able to have it released and issued by a major European Prime

	<p>Bank on behalf of the Applicant, subject to that Bank's approval. The Guarantee Sum would stay in place (and earn no interest) until the loan itself is repaid.</p> <p><i>Applicants should be aware that the leasing of any Instruments in any country will be subject to the applicable Laws and Acts on Combating Money Laundering and Terrorist Financing in the Financial Sector ("Anti-Money Laundering Act").</i></p> <p><i>Accordingly, neither the Issuer of the Financial Instrument, The Trust and their appointed Representatives, nor our company and its Directors, Employees or Associates take any responsibility for the actions of a proposed Issuer of any bankable Instrument. Issuers always reserve the right to withdraw an offer (to issue a bankable instrument) in which instance it is possible that no explanation may be given. In such circumstances, all monies paid by an Applicant to any parties in the proposed transaction will be forfeited and the proposed transaction maybe the subject of a report under the Act as referred to above.</i></p>
Loan Amount	This amount is to be confirmed or modified as mutually agreed between the Applicant and the Trust but the minimum is EUR 25 million. There is no specific maximum amount.
Loan Term	The Term is to be confirmed or modified as mutually agreed between the Applicant and the Trust, but it will not exceed 15 years. Where the Loan is advanced for development purposes, that development must be commenced and completed as per the Draw-Down Schedule. Thereafter, the early discharge of the Loan is permitted on any one (1) year anniversary of the loan closing, without further penalty.
Interest	The interest during the duration of the loan is Zero % . In lieu of interest, the Fund will request to take an equity position of 49% in the Client's project.
Purchase of the Trust's Equity Interest	Subject to repayment of the loan, the Applicant may purchase in full or in part the Trust's equity at the Project's then market value. "Then market value" is the mean average of the appraised value as assessed by a mutually acceptable appraiser instructed by the Applicant and by a mutually acceptable appraiser instructed by the Trust. Alternatively, the Borrower may elect to remain in partnership with the Trust and apply to fund another project.
Draw-Down Schedule	The Draw-Down Schedule must be agreed between the Applicant and the Trust.
Client Meeting & Letter of Intent (LOI)	Once the Trust conditionally accepts a Client's application, the Trust's Senior Trustee, will meet the Applicant face-to-face (Video-link conferences are not acceptable). Such a meeting will normally take place in Hong Kong. However, Singapore, Dubai and/or Zürich are alternative venues that may be considered if preferred by the Client or deemed to be more suitable for other reasons. Where the Applicant seeks the involvement of a European Investment Bank to provide the Guarantee Sum, the Senior Trustee of the Trust is required to confer with those Investors. This meeting will take place following the meeting with the Applicant. Notwithstanding this, every application must be personally lodged with the Trust in Hong Kong in order that the Trust may issue its

	LOI. There will be charges for any <i>Time and Travel</i> related disbursements the Trust will incur. Those charges will be determined and paid directly to the Trust (i.e. not to our company).
Required Documentation	The Trust's Appointed Representative and our company will prepare the application documents and the Trust's Appointed Representative will issue the necessary "third-party reports" to support the funding of the Applicant's project. Should the Trust require further documentation at a later stage, same will be provided at the Applicant's expense. The Trust will issue the appropriate Compliance Documentation, if any, which will have to be completed and returned to the Trust within 14 days of the issue date.
Applicant's Lodgement of the Guarantee Sum	The Trust will nominate the International Bank and the branch of the same in Hong Kong, which will receive the Guarantee Sum. The Applicant will be required to attend to the Bank along with the Senior Trustee of the Trust for the purpose of opening a joint bank account. The Applicant and the appointed Trustee will be the joint signatories to the Account.
Share Transfer Agreement	The Trust will then instruct its Attorneys to prepare the <i>Share Transfer Agreement ("The Agreement")</i> , a copy of which will be forwarded to the Applicant's Attorney for review and approval. Once approved, the Applicant and the Trust will execute the same. The Agreement will contain the draft wording of a Resolution authorizing the Trust to apply for a Bank Line of Credit and in so doing, to request the Bank to guarantee the Account for an initial term of one year and one day, renewable at the Trust's direction.
Meeting with the Trust's Credit Line Bankers	The Trust will then lodge the executed Share Transfer Agreement with its Bankers, with the request that a contract be issued to the Trust (" the Contract ") confirming that the Loan will be made available to the Trust in accordance with the agreed Draw-Down Schedule. Upon execution of the Contract, the Trust will issue its Formal Loan Approval (" the Loan Approval ").
Closing Costs	The Trust will charge a Closing Cost of 3% of the loan sum, built into the first draw of the agreed draw-down schedule. In other words, this amount can be borrowed and will be deducted from the loan amount.
Investment Terms	Detailed terms and conditions of any investment will be determined between the Trust and the Applicant in a Letter of Intent (LOI) by the Trust to the Applicant 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.

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 Trust. This project preparation includes inter-alia the following documents to be forwarded electronically as attachments to an email:

- Power Point presentation of the project (to be provided only if already available);

- An Executive Summary of no more than 5 pages (separate from the Business Plan);
- An investor-oriented Business Plan;
- 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 (budget and cash flow forecasts, including the estimated IRR);
- Exit Strategy.

1. Due-diligence Meeting with Applicant

Any company looking for an investment must prepare for the pre-due-diligence analysis that will be performed by our company according to the requirements of the Trust and as part of the evaluation process.

In general, we will want to see support for the assumptions and projections that are made in your business plan and presentation. The Trust to whom we submit the project application expects us to assess and evaluate every project and the Applicant(s) behind the project before the Trust will accept our recommendation to fund and to consider an investment in the project. This initial meeting is compulsory as our company is not permitted to forward any investment proposal of any Applicant(s) without having met the Applicant(s) in person.

a) Due diligence meeting in our office

Following the acceptance in principle of the above outlined terms and your readiness to start the process, we will call for a meeting between the Applicant(s) and our group. This meeting is designed to conduct an initial due diligence, to discuss the project in all details with you and your team, to reach a comfort level between the parties and to discuss all aspects of the evaluation and funding process.

The initial meeting can take place in either your office or in our office. The choice is yours. If the meeting takes place in our head office in Chur, Switzerland, we shall charge a meeting cost of Euros 6,000.00 (Six Thousand Euros). The meeting will be held over two full days.

b) Due diligence meeting in Applicant's office (including site visit, if applicable)

If you wish that the meeting take place in your office/project location, the cost of the initial meeting is for your account. It is to be prepaid at the latest 10 business days before the agreed meeting dates. Meetings will be held over two days excluding the travel time from our offices to the final destinations and back.

For all meetings outside our own offices we will charge the following:

- Business Class airfares with an airline of our choice for one Senior Officer of our company to travel to the meeting location;
- Euros 3,000.00 per day for each day away from the office; this amount will cover all hotel expenses and hospitality expenses at destination as well.

All travel related costs as mentioned above will also be invoiced by our company and they will be refundable upon the successful financial closure of the transaction.

2. Financial Services Agreement (FSA)

If both parties, the Applicant, our Company and the Trust's Appointed Representative, reach full agreement during the evaluation phase and a satisfactory comfort level between the parties has been achieved during the Due Diligence meeting, the parties will be invited to sign a Financial Services Agreement (FSA). This can be done during or after the due diligence meeting at the clients own discretion, but not later than 10 (ten) calendar days after the meeting has taken place.

The consultancy and services work covered by the FSA includes inter alia the following:

- Our consultancy and advisory work for up to 9 months;
- Our time allocated for the preparation of the submission documents;
- Our time for the preparation of the analyses, reports and recommendations to the Trust;
- Our introduction to and consultation with the Trust;
- Our consultancy and advisory work on the transaction after acceptance by the Trust;
- Assistance in preparing all documents and budgets (*) in the format required by the Trust in cooperation with the Applicant during the entire process.

() The budget including the draw-down schedule will be prepared by the Applicant in cooperation with our company and in the format as outlined and required by the Trust once both the Applicant and the Trust have agreed to the exact loan amount. The budget, once accepted by both the Applicant and the Trust, will form part of the Memorandum of Understanding (MOU) or the JV agreement, respectively, between the Applicant and the Trust.*

3. Transaction process

The signing and execution of the Financial Services Agreement (FSA) will trigger the start of the application and transaction process.

a) Submission of the project application to the Trust

After the signing of the FSA, we will prepare and submit our assessment reports, our recommendation to fund the project and the complete project documentation in the form required by the Trust. This task will be accomplished within 10 (ten) working days after receipt of the complete documentation from the Applicant at the latest.

b) Meeting with the Trust's Senior Trustee

Once the Trust conditionally accepts the application, the Trust's Senior Trustee, will meet the Applicant and (if applicable) his team, together with a Senior Officer of our Company, who will carry out the introduction. This meeting will normally take place in Hong Kong, although Dubai, Zürich and/or Singapore would also be acceptable venues in specific circumstances. In any event, every application must be personally lodged with the Trust in order that the Trust may issue its LOI, which justifies the fact that the preferred venue will be Hong Kong. The meeting mainly serves to get to know each other and to ensure that the parties will be able to communicate and trust each other. Furthermore, the Trust

will explain and discuss in further detail the procedures of the transaction and the detailed terms and conditions of the cooperation between the parties and, finally, the project will be discussed in depth. There will be charges for any time and travel related disbursements the Trust incurs in relation to that meeting (those charges will be billed directly by the Trust, not by our company).

c) Further process

As outlined in the Standard Terms and Conditions above and as per the discussion during the meeting with the Trust as per Article 3, paragraph b) above

4. Compensation of our company

The Applicant shall compensate our company for its operational expenses with a refundable (in accordance with item (d) of this Article) consultancy and service cost ("CONSULTANCY COST"), which shall cover:

- a) The preparation and submission of the Applicant's initial and detailed application to the Trust, direct introduction of the Applicant to the Trust and provision of our company's consultancy services for a maximum period of 9 months to the Applicant as and when requested by the Applicant;
- b) All our company's time, work and operating costs throughout the complete process;
- c) The CONSULTANCY COST shall be paid in the following manner:
- d) Euros 50,000.00 (fifty thousand Euros) shall be paid within 5 (five) banking days after the signing of the FSA by both parties; receipt of the payment shall automatically activate the parties' formal engagement and commitment towards the funding process (effective date).
- e) The CONSULTANCY COST is fully refundable upon the successful financial closure of the transaction and the cost of the same will be incorporated into the financial budget as pre-operating expenses of the project.

5. Success fee

A Success Fee of one per cent (3%) of the total investment amount will be payable to our company. 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 and will be deducted from the loan amount.

6. Validity Period of This Letter of Interest

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 mutual 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.