

JOINT VENTURE 100% PROJECT FUNDING PROGRAM OVERVIEW
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We have the source to an Investment Firm who has established an Investment Program for Qualified Projects that meet the following criteria:

- Asset-worthy, financially and economically viable
- Has capable management
- Is of a worthwhile value
- Client has funds required to enter program

The Program will consider projects submitted ranging from \$1 million USD and a maximum of \$500 million USD. Projects that are over this limit can be considered but will be done in phases. THE INVESTOR functions as the investor for 100% of the project cost.

CLIENT MUST HAVE 10% RESERVE TO PAY FOR DIRECT PAY LETTER OF CREDIT OR STANDBY LETTER OF CREDIT. THIS INSTRUMENT WILL GUARANTEE THE TRANSACTION. (10% OF THE FUNDING AMOUNT). PLEASE PROVIDE PROOF UPON SUBMISSION OF THE FILE.

In exchange for funding 100% of the Project, THE INVESTOR will receive a percentage of the Project net profits until such time as the investment amount has been repaid to THE INVESTOR. There is NO DEBT SERVICING on this program.

Should the client wish to terminate the Profit Sharing Agreement with THE INVESTOR, this can be done after a minimum term which varies depending on the type of project being funded and the Program selected.

All Projects are required to have a level of Reserve Funds available to them depending on the Program desired. Absence of the availability of Funds to create a Reserve will disqualify the Project from being considered.

| For Projects OVER \$10 Million USD | |
|---|---|
| Program A. <ul style="list-style-type: none"> • Projects <u>over</u> \$10 million USD • Reserve level 2.5% of Project Amount • Profit Sharing 30% of Net Profits • Minimum Profit Sharing Term: 3 years after Project Completion • Minimum Funding Term: 3 years | Program B. <ul style="list-style-type: none"> • Projects <u>over</u> \$10 million USD • Reserve level 1% of Project Amount • Profit Sharing 40% of Net Profits • Minimum Profit Sharing Term: 4 years after Project Completion • Minimum Funding Term: 4 years |
| Program C. <ul style="list-style-type: none"> • Projects <u>over</u> \$10 million USD • Reserve level 5% of Project Amount • Profit Sharing 30% of Net Profits • Minimum Profit Sharing Term: 3 years after Project Completion • Minimum Funding Term: 2 years | Program D. <ul style="list-style-type: none"> • Projects <u>over</u> \$10 million USD • Reserve level 10% of Project Amount • Profit Sharing 30% of Net Profits • Minimum Profit Sharing Term: 3 years after Project Completion • Minimum Funding Term: 1 year |
| For Projects UNDER \$10 Million USD | |
| Program E. <ul style="list-style-type: none"> • Projects \$1 to \$10 million USD • Reserve level \$250,000 • Profit Sharing 30% of Net Profits • Minimum Profit Sharing Term: 3 years after Project Completion • Minimum Funding Term: 3 years | Program F. <ul style="list-style-type: none"> • Projects \$1 to \$10 million USD • Reserve level - <u>Greater</u> of 2.5% of the Project Amount or \$100,000 • Profit Sharing 40% of Net Profits • Minimum Profit Sharing Term: 3 years after Project Completion • Minimum Funding Term: 3 years |

PROCEDURE FOR INTAKE

The procedure for qualifying for the financing is as follows:

1. Client submits their Project which includes all the following documents in **English**.

INTAKE DOCUMENTS:

- Project Submission Form.
- Executive Summary and Business Plan
- Principal's Resume with background and experience
- Profit and Loss Projection
- Use of Funds Projection
- Client Information Sheet.
- Copy of Passport & ID of Signatories
- Articles of Incorporation
- Proof of Funds as per Program Requirements. This will require a Ready Willing and Able Letter (RWA) from your Banker, Accountant or Attorney attesting that you have the necessary funds available to you which you are Ready Willing and Able to reserve in a Funds for the duration of your Project Funding. .

INCOMPLETE PACKAGES WILL NOT BE ACCEPTED **ALL SUBMISSIONS MUST BE IN ENGLISH**

2. If approved, a Terms and Conditions Agreement will be issued listing all details of the proposed transaction for the client's review as well as any pending conditions.
3. Client will then have the opportunity to speak with the Attorney representing THE INVESTOR as well as with a principal of THE INVESTOR to discuss the mechanics of their funding.
4. Upon acceptance of the Terms and Conditions Agreement, client will be required to return an endorsed copy of the Agreement, documents related to any pending conditions.
5. Conditions will be checked in and the final review of the file will take place.
6. The Final Funding Agreement (FFA) for the Project Funding will be issued requesting the Reserve Funds to be transferred as required.
7. Client will be required to return the endorsed FFA along with a copy of the wire transmission report to the Reserve Account.
8. Confirmation of the funds being received into the Reserve Account will be done.
9. Funding will ensue as per the FFA.

Example of \$20,000,000 Transaction

| | |
|--|--|
| Project Name: | Project Name |
| Company Contact: | Company Contact |
| Company Name: | Company Name |
| Company Address: | Address City State/Prov Country Zip/PC |
| Requested Funding Amount: | \$20,000,000 |
| Amount Required to be Held in Client Account: | \$500,000 |
| Minimum Years before Profit Sharing Buy-out Eligibility: | Term of Prof Sharing Years |
| Financial reporting required to THE INVESTOR: | Quarterly from date of Financing Closing Date |
| Remittances of net profit to THE INVESTOR: | Quarterly from Date of Financing |

Closing Date

Annual audits required by mutually acceptable local
accounting firm:

Yes

The Profit Sharing Position of THE INVESTOR will be a percentage of all net profits for the project as listed above. If you wish to terminate the Profit Sharing Agreement, you may do so after the minimum term which shall be no less than 3 years after the Final Funding date which shall be deemed as the date of the last instalment the client receives from THE INVESTOR (actual term will vary depending on Program selected). The termination of the Agreement must include full reimbursement of the investment amount plus 6% interest on funds invested. Until the termination of the Agreement has been satisfied, the Profit Sharing Agreement must be observed and satisfied.

If the client does not wish to terminate the Profit Sharing Agreement the Profit Sharing amount will be payable to THE INVESTOR on a quarterly basis within 30 days of the end of each quarter year from the initial funding date.

THE INVESTOR will have no operational activities. It is the responsibility of the client to send reports to THE INVESTOR of business activities on a quarterly basis and to keep them abreast of any material developments.

It is expected that the completion of your file will take approximately 30 days to complete all underwriting processes and registrations after the Final Funding Agreement has been put into effect.

PAYMENTS

This financing is non-recourse and NO DEBT SERVICING REQUIRED. Your payments will be a percentage of your net profits per the Program selected.

MANAGEMENT OF RESERVE AMOUNT

Reserve funds are to be held in a Trust Account under Trust Agreement. The exact structure of the Trust Agreement will vary depending on the Project but all Trust Accounts will be held in HSBC Hong Kong.

These funds are not to be moved or accessed and shall remain in this account for the duration of your funding unless otherwise specifically specified in this agreement. Should overages be incurred which require a release of these funds, these funds are to be used exclusively to cover these costs. Once payment of your final instalment has been completed, the balance of these funds shall be wired to the account of the client's choosing.

PURPOSE OF RESERVE AMOUNT

The Reserve amount is required to ensure that your company has sufficient working capital to use once THE INVESTOR funding has stopped or to cover overages which occur during the project development. This point is non-negotiable.

FUNDING

Lump sum funding is NOT available and the draws will be graduated over the term of the Funding Agreement. The reason for this is allow time to be able to receive reports from the initial stages of the Project to ensure funds are being used as expressed in the Use of Funds Schedule submitted for review of the Project. After 3 reporting periods have passed, the draws will be accelerated, which will be shown in the Draw Schedule when terms are issued.

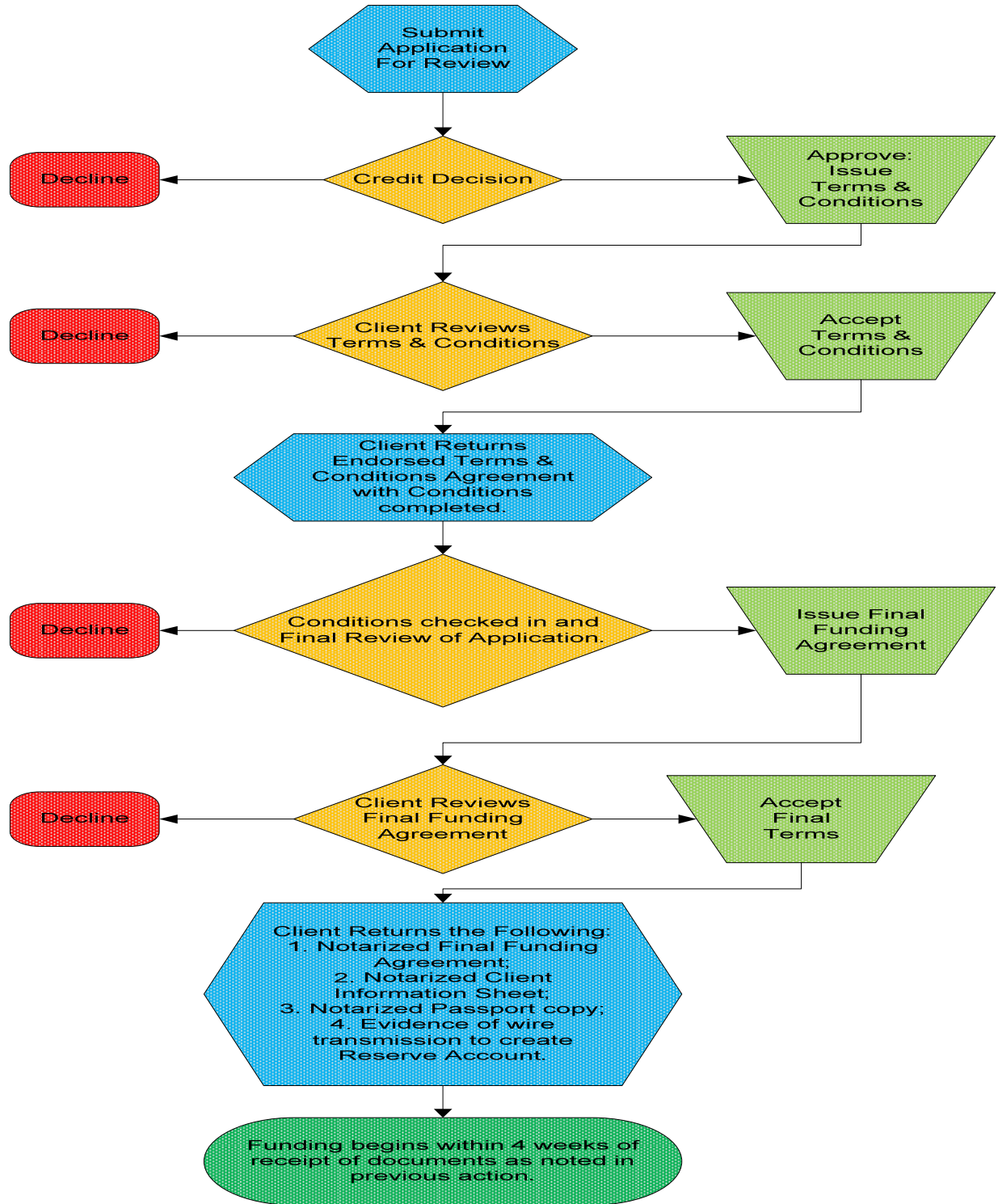
Due to the program limitations at this time, it may be necessary for the Client to "accumulate" the draws so that they have the funds they need to acquire the assets over a period of a few months. While we can appreciate this inconvenience, due to the current banking guidelines we must adhere to, we have little room for variance. When this practice is used, the client will be able to put the funds aside and schedule the acquisition for the time when the fund accumulation will be sufficient to cover the initial costs of their Project.

Estimated Draw Schedule

| Month | Draw Amount | Accumulated |
|-------|-------------|---------------|
| 1 | \$ 250,000 | \$ 250,000 |
| 2 | \$ 250,000 | \$ 500,000 |
| 3 | \$ 250,000 | \$ 750,000 |
| 4 | \$ 250,000 | \$ 1,000,000 |
| 5 | \$ 250,000 | \$ 1,250,000 |
| 6 | \$ 250,000 | \$ 1,500,000 |
| 7 | \$ 250,000 | \$ 1,750,000 |
| 8 | \$ 250,000 | \$ 2,000,000 |
| 9 | \$ 250,000 | \$ 2,250,000 |
| 10 | \$ 657,407 | \$ 2,907,407 |
| 11 | \$ 657,407 | \$ 3,564,815 |
| 12 | \$ 657,407 | \$ 4,222,222 |
| 13 | \$ 657,407 | \$ 4,879,630 |
| 14 | \$ 657,407 | \$ 5,537,037 |
| 15 | \$ 657,407 | \$ 6,194,444 |
| 16 | \$ 657,407 | \$ 6,851,852 |
| 17 | \$ 657,407 | \$ 7,509,259 |
| 18 | \$ 657,407 | \$ 8,166,667 |
| 19 | \$ 657,407 | \$ 8,824,074 |
| 20 | \$ 657,407 | \$ 9,481,481 |
| 21 | \$ 657,407 | \$ 10,138,889 |
| 22 | \$ 657,407 | \$ 10,796,296 |
| 23 | \$ 657,407 | \$ 11,453,704 |
| 24 | \$ 657,407 | \$ 12,111,111 |
| 25 | \$ 657,407 | \$ 12,768,519 |
| 26 | \$ 657,407 | \$ 13,425,926 |
| 27 | \$ 657,407 | \$ 14,083,333 |
| 28 | \$ 657,407 | \$ 14,740,741 |
| 29 | \$ 657,407 | \$ 15,398,148 |
| 30 | \$ 657,407 | \$ 16,055,556 |
| 31 | \$ 657,407 | \$ 16,712,963 |
| 32 | \$ 657,407 | \$ 17,370,370 |
| 33 | \$ 657,407 | \$ 18,027,778 |
| 34 | \$ 657,407 | \$ 18,685,185 |
| 35 | \$ 657,407 | \$ 19,342,593 |
| 36 | \$ 657,407 | \$ 20,000,000 |

ROADMAP TO A CLOSED THE INVESTOR TRANSACTION

The diagram on this page shows the process we follow to intake your Application, Review it, Issue Terms and then close your Transaction.



THE GENERAL PROCESS AND TIME FRAMES ARE AS FOLLOWS:

INITIAL REVIEW: Once we receive your complete submission, it will generally take between 1 and 2 weeks to review your file. During this time we will be reviewing your submission and making a credit decision on you file.

TERMS AND CONDITIONS AGREEMENT: Assuming your file is approved, we will issue a Terms and Conditions Agreement which will give the general terms of your transaction as well as list the conditions that need to be satisfied in order to proceed to the next stage with your file.

All Terms and Conditions Agreements will have at least the following conditions:

- Use of Funds Schedule: A detailed schedule which the client is to create to show how the funds which will be invested by THE INVESTOR as shown in the Draw Schedule shall be used in the development of the Project;
- Escrow Agreement: A confirmation of the acceptance of the Terms and Conditions of the Escrow Agreement will be required. At this stage, by signing the Terms and Conditions Agreement, you will be required to confirm that you will sign the Escrow Agreement as written and will wire the funds to the Escrow Account at stated on the Escrow Agreement upon endorsing the Final Funding Agreement.

FINAL FUNDING AGREEMENT: Once we receive the endorsed Terms and Conditions Agreement along with the conditions requested therein, we will complete the final review of the file. Typically this will take under a week to complete assuming that all that has been requested was remitted at the same time.

PROCEDURE FOR EXECUTION AND RETURNING OF ENDORSED AGREEMENT:

1. Confirm Section 12 receiving coordinates for your draws and fully endorse the Final Funding Agreement on the signature page in the presence of a Notary Public and have Agreement Notarized (be sure to initial all pages in the lower right corner where indicated);
2. Client's Attorney or Representative endorsement of the Trust Agreement as provided in APPENDIX C;
3. Have one colour copy of each signatory's passport certified as authentic;
4. Complete the Client Information Package for compliance which was provided with this agreement;
5. Scan all documents in colour to PDF files.
6. Email the following scanned documents to
 1. Scanned copy of the endorsed Final Funding Agreement;
 2. Scanned copy of the endorsed Trust Agreement;
 3. Scanned copy of each signatory's passport which has been certified;
 4. Scanned copy of the certified Client Information Package;
7. Remaining Parties will endorse, scan and email a copy of the fully endorsed Trust Agreement to client;
8. Client will remit the funds to the Trust Account as required then provide evidence of the wire transfer;
9. Please allow up to 5 banking days for confirmation of the wire receipt into the Trust Account.
10. Once conformation has been completed, send **original documents** via courier:

Document Checklist for Courier:

1. The endorsed Final Funding Agreement;
2. The endorsed Trust Agreement;
3. Certified copy of each signatory's passport;
4. Certified copy of Client Information Package;
5. Certified copy of the wire transmission.

11. Scan Courier Bill of Lading to PDF and email

Once the originals have been received and accepted we will send a Certified Copy of the Original Documents for your records. Funding will proceed as indicated in the Final Funding Agreement.

No alterations or changes to the text or procedures are permitted. Any variance may cause refusal of your agreement.