

Overview of Collateral-Based Project Finance Joint Venture Arrangements

An Efficient Approach to Project Finance for Qualified Clients

Highlights

- **Arrangement facilitated through Joint Venture with Managers and Facilitators**
- **SPV and Banking operations conducted in Singapore**
- **Client receives 50% ownership of SPV**
- **Client authorized as a signatory for SPV bank account**
- **SPV serves as the direct project capital raising entity for all transactions**
- **SPV receives contracts for instrument passthrough at margin**
- **SPV designated as 'Commitment Holder' for SBLC collateral contract**
- **Pre-arranged exit strategy for each cycle, with profit payment guaranteed via SWIFT**
- **Transparent transfer cycles managed through co-managed SPV**
- **Initial phase consists of nine collateral cycles (one to three cycles per week)**
- **Long-term project finance contract offered after initial phase profits are paid**
- **Profits earned by clients through JV participation can be freely used by clients**

Pre-qualified Clients will be introduced directly to the business managers. Contracts will be reviewed and negotiated directly between the client and the business managers, with no provision for direct advice from the introducing parties. The privacy and confidentiality of contracts will be strictly maintained between the client and the business managers.

There are no upfront fees charged by any party, and clients are under no obligation to proceed. The decision to proceed with contract signing will be solely at the discretion of the client, in consultation with their legal advisors if required.

The project finance capital raising opportunity is privately executed from Singapore, with the SPV's bank account established at Development Bank of Singapore (DBS Ltd).

Managers have a decade of direct experience in arranging and overseeing primary collateral issuance involving MTNs/Bonds and Standby Letters of Credit.

Exclusive arrangements and established relationships enable the origination of new issue MTNs and SBLCs through a systematic collateral pass-through at a margin, executed privately within the banking ecosystem.

The managers provide comprehensive pre-compliance arrangements, fiduciary oversight, SPV provision, co-signatory of bank accounts, and setup and processing of cycles in collaboration with the client. The joint venture operates either with the client's own entity or a vehicle provided to the client for speed, with the client retaining control of their cash throughout the cycles.

All cycles are directly contracted with the client's joint-owned SPV and secured within the banking system, with full bank responsibility and payment undertakings throughout the cycles. The sale exit for each cycle is pre-arranged over Swift, ensuring effective transaction pass-through from A to B.

Generated proceeds can be compounded, and the client's preference for full or partial strategy is agreed upon prior to cycle commencement, depending on the required project capital.

The first phase is a ramp-up phase with compounding, and the initial payment for project finance is expected within four weeks from cycle commencement. Phase 1 is completed within a maximum of 10 weeks. Following Phase 1, an option will be presented for an ongoing project finance capital contract under the JV, to be mutually agreed upon. There is no specified maximum duration for the program, allowing the client the freedom to discontinue participation at any desired point.

A principal protection mechanism can be provided and is subject to qualification and review by the managers.

Procedural Requirements and Process:

1. Submission of CIS/KYC/Due Diligence along with Proof of Funds.
2. Confirmation and declaration of the source of funds.
3. Board Resolution to enter managed multiple trade cycle opportunity via Joint Venture Agreement.
4. Execution of JV Agreement.
5. For collateral pass-through cycles, the client can utilize their own named entity or joint venture SPV, with bank accounts opened on behalf of the client at DBS Singapore. Onboarding to the SPV is completed within 24-48 hours.
6. Account to be pre-funded with a minimum of approximately Fifty million dollars (\$50,000,000.); either in USD or EUR only.
7. Cycles are contracted, initiated, and managed jointly by the managers and the client, with full oversight.
8. Margin spreads are captured and returned to the SPV.
9. The SPV distributes payouts to JV participants from retained profits. The split after considering all instrument desk, listing, and banking costs is determined as per the JV Agreement between the managers and the client.
10. Pass-through cycles can be repeated, offering the potential to compound returns and increase transaction values.

***Please note that this document has been revised to be more concise and less wordy, while retaining the essential information.*

Appendix
CLIENT INFORMATION SHEET

NB	Financial Industry Regulatory Authority (FINRA) Rule 2090 (Know Your Customer) and FINRA Rule 2111 (Suitability).		
1	Date:	:	
2	Client Name (Signatory)	:	
3	Citizenship	:	
4	Passport Number	:	
5	Passport Issue /Expire Date	:	
6	Date of Birth/Date	:	
7	Email Address	:	
8	Business Name	:	
9	Business Address	:	
10	Registered Office	:	
11	Registration Number	:	
12	Business Fax Number	:	
13	Business Phone Number	:	
14	Email Address	:	
15	BANK NAME	:	
16	Branch and Branch Address	:	
17	Bank Officer's Name	:	
18	Telephone Number(s)	:	
19	Fax Number	:	
20	Bank Officer Email	:	
21	Account Name	:	
2	Account Signatory Name	:	
3	Account Number	:	
4	SWIFT CODE	:	

Declaration: I hereby swear under penalty of perjury, that I AM AND CERTAIN BOARD MEMBERS ARE THE SIGNATORIES of the account identified herein and that the funds/asset are good, clean, free and clear and fully transferable. The information provided herein is accurate and true. All monies engaged in any transaction contemplated are derived from non-criminal origin; and, are good, clean and cleared. The origin of funds are in compliance with Anti-Money-Laundering Policies as set forth by the Financial Action task Force (FATF) 6/01. We agree to maintain any and all information received in confidentiality.

NON-SOLICITATION This transaction is contemplated utilising the trading of financial instruments and various related and/or similar business activities and the various relationships related to the implementation thereof, all on a private placement basis, in connection with capital enhancement and project funding transactions including, but not limited to, the purchase and subsequent resale of certain Stand-By Letters of Credit. By requesting and receiving this overview statement, you hereby acknowledge and confirm to the introducing parties and business managers that you have entered into such discussions of your own free will and accord and that certain specific, proprietary

information and such information was, or will be, provided in direct response to our affiliates, agents or nominees, and is not intended to be an offering or solicitation of any kind whatsoever. We understand and confirm that all such information was, and is intended solely for your general knowledge, evaluation and understanding and not intended in any manner for any further distribution to third parties, other than on a strict “need to know” basis. You hereby acknowledge and confirm that the transaction(s) as are contemplated with any introduced parties including our affiliates, agents or nominees are strictly private between the parties, including any third party sellers and/or purchasers, and is considered exempt from and outside the purview of the United States Securities and Exchange Act of 1933, as amended, and all regulations and revisions promulgated thereunder and in connection with same.

Understood and agreed

Authorized Signature

DATE : Wednesday, 24 May 2023

Name :

Title :

Passport Number :

Country of Issue:

Issue Date :

Expiry Date :

SCHEDULES

COLOUR COPY OF PASSPORT OF ONE DIRECTOR:

[insert]

COPY OF ARTICLES OF INCORPORATION:

[insert]

PROOF OF FUNDS/BANK STATEMENT:

[insert]