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COLLATERAL FINANCING PROGRAM

The "Structured Collateral Financing Program", is an established system of structured financing that uses traditional banking mechanisms as its fundamental component. The result is a stable structure that procures 100% collateral for international project financing utilizing a well calculated and balanced approach that provides highly competitive benefits to all participants.

The financial structure or propelling mechanism behind the program relies on third party collateral implemented into the funding package that is provided by private investment sources in a syndicated forum managed by licensed investment firms.

Financial instruments provided under this Structured Program are backed by cash, freely transferable, and earmarked for the Project Owner/Borrower by our investment group specializing in project financing. The investor/depositor provides collateral through contractual acquisitions and channels the collateral to the Funding Bank on behalf of the borrower, with the end result being a well balanced diversified loan structure where the Project Owner shares in a portion of Capital, with little risk and maximum benefit affording upside potential. The primary function of this structure is to procure bank-financed-collateral from a third party at a discount, and arrange for it to be paid from the loan proceeds at closing. This structured result affords the borrower to receive a net amount of capital required to implement their project financing objective without having to pursue traditional lending sources, while the Depositor receives collateral repayment, plus profit, at the same time the Funding Institution receives a fully collateralized loan scenario securing principle until maturity.

DISCLAIMER

The information presented herein is Confidential, not for dissemination, sale, or solicitation of securities under its provision and exemptions of the Securities Act of the United States, and amendments, as this information has been assembled for discussion and educational purposes only. Interested parties should consult with their legal, tax, and investment advisors on their own, as such information is not an offer and does not seek an acceptance of any term contained herein, but is intended to open a dialogue between the parties to whom this information is presented. No unilateral acceptance of any term or provision herein shall create an agreement and shall not create any obligations, duties, liabilities, or responsibilities from or to any party, individual, partnership, business enterprise, venture or corporation. No statements or materials herein are intended to constitute, express, or imply warranties, representations or guarantees, nor are they intended to be relied upon by the reader.

COLLATERAL FINANCING

Having the ability to structure a reliable “win-win” situation for all participants, made possible through our financial networking resources and specialists experienced in primary market buy-sell arrangements for bank instruments, we are able to position these instruments behind a capitalized project infrastructure creating tangible benefits to all participants.

Other expenses related to structuring the loan and procurement of collateral are added to the amount of the loan to ensure that they are paid at closing. Depositors are multinational corporations or a consortium of trusts and pension funds having the availability of liquid cash for investments, and having contractual obligations to volatilize those funds for maximum profit. Lending institutions, together with such consortiums, find that direct funding of investment projects utilizing conventional methods under traditional lending practices in lieu of such capital resources are subject to various time constraints, low profits, and high risk. Accordingly, and as a matter of policy, they categorically refuse to continue with direct financing initiatives for commercial projects as it is highly speculative and unpredictable operating under these volatile market conditions. By combining dual resources for the securitization of assets, it enables Depositors to accomplish their investment goals by offering investment grade paper for use under structured loan mechanisms that quickly creates optimum “Cash Return Value”, plus profits, or spreads between recovered costs and realized pre-determined market values, while the lending institutions receives a cash-backed instrument for securitization of Loan Proceeds.

GLOSSARY OF TERMS:

1. Applicant-Borrower: Provides a fully prepared investment project that qualifies for financing, and applies for structure collateral financing through the Program Manager by signing required contracts with principles to the transaction.
2. Collateral Provider: Maintains contractual relations with groups of Depositors while working directly with Issuing Banks on behalf of their Investors, who in turn work directly with Funding Banks on behalf of the Applicants.
3. Depositor: A consortium of wealthy investors, pension funds, trusts, investment groups,

COLLATERAL FINANCING

or major multinational corporations responsible for the acquisition and delivery of debt instruments by advancing their deposit through a licensed commitment holder -collateral provider to the Issuing Bank in exchange for the guaranteed debt obligations earmarked for the end user (Funding Bank) for the benefit of the Applicant.

4. Issuing Bank: A+ rated bank receives deposit from the Collateral Provider-Depositor for a bank instrument, issued without an interest bearing coupon.
5. Funding Bank: Institution having sufficient funds to finance the project, and the capacity to purchase the right of trust ownership, including a separate “Structured Note” with guaranteed terms of interest as beneficiary, and distributes loan funds to applicant as agreed.

COMPONENTS OF THE TRANSACTION:

1. Project Owner requests the Capital Amount necessary for implementing the Project, and submits an application through the Program Manager who verifies all financial factors and calculates the required amount of the debt-instrument value necessary to ensure that the “Net Capital” distributions to the Applicant are sufficient to capitalize the project.
2. Depositor purchases the debt-instrument from the Issuing Bank in a face-amount greater than the “Net Capital” required for the project.
3. Depositor, as owner of the debt instrument, transfers title of the financial guarantee to the Funding Bank as 100% Collateral against the total loan amount.
4. Funding Bank issues to Applicant a loan amount greater than “Net Capital” to cover costs and expenses at closing, and receives 100% financing to meet capital projections in accordance with draw-schedules.
5. Transacting Bank: Consortium of Private Investors.

COLLATERAL FINANCING

LENDING COMPONENTS:

1. Funding Bank pays a percentage of gross value on the total loan amount plus closing costs which include all expenses and fees incurred for the procurement of the collateral debt instrument.
2. Funding Bank pays associated closing costs.
3. Interest Component arranged through a fully-licensed Investment Firm under a contractual agreement after Funding Bank obtains possession of the Derivative Instrument.
4. Upon maturity, the debt-obligation is redeemed at face-value for a credit against principle.
5. Funding Bank pays Applicant draw proceeds, less closing costs, equal to 100% of the Requested Capital Amount for the implementation and commencement of project financing.
6. Funding Bank, operating independently and at maturity, collects on the face-value of the instruments as titleholder, with funds applied immediately to principal causing the loan to be fully amortized.
7. Semi-annual interest is paid directly by Investment Firm to Funding Bank commencing from the date of closing throughout the full term of the lending cycle.
8. Project Owner receives twenty percent of the total loan value at closing in accordance to approved draw-schedule.

PROGRAM SUMMARY:

The "Consortium of Investors", corporations, trusts, foundations, and any financial institution with the capacity can leave a lasting legacy by using the same funds over and over again to finance the capitalization of projects all over the world.

The following summarizes the effective ways to fund a project without depleting funds from these funding sources having the desire to create prosperity and wealth in developing nations.

COLLATERAL FINANCING

We now know that we need three parties to these transactions, the Collateral Provider, Funding Bank, and the Project Owner. The Funding Bank will exchange its funds for a 10 year fixed income debt instrument issued by a Top European Bank, on a bank-to-bank basis, and each instrument or bank note will have a Zero Coupon.

Upon receipt of the Conditional Loan Approval, the Compliance Officer for the Collateral Provider contacts the Funding Bank to verify and confirm, on a bank -to-bank basis, the Conditional Loan Approval. Both sides of the transaction enter into a standard verification of funds process by providing pertinent information between bank officers assigned to settle the transaction. When the verification process is validated, the Compliance Officer would obtain a trading authorization form signed by the Funding Bank for the release and delivery of the notes or release of screen access codes for blocking and conveyance of title.

The Transacting Bank working in conjunction with the Funding Bank would arrange for the notes to be issued and delivered under DVP Procedures or via a clearing system, Clearstream, DTC, or Euroclear. When the notes are posted to the electronic screen or properly delivered to the Funding Bank, they are exchanged for cash. Since the notes can be purchased at cost by the Collateral Provider there would be a remaining balance due at closing with a pre-determined amount available to the Project Owner for allocated disbursements. The Funding Bank exchanges funds for notes, and can accomplish this through a banking system and central clearing house designed and authorized to clear transactions of this magnitude.

Upon the exchange of Cash versus Collateral the project is ready to fund according to the approved disbursement allocations.

COLLATERAL FINANCING

BANK CONDITIONAL LOAN APPROVAL:

SPECIMEN

(1)

COMMERCIAL BANK UK

LOGO

16 April 2007

ACCESS CAPITAL GROUP
265 COMMERCIAL DRIVE
FREEMONT, CALIFORNIA 95439

ATTENTION : MR. TIMOTHY MORRISON
TITLE : PRESIDENT
PROJECT : BALKAN HUMANITARIAN PROJECT
SUBJECT : CONDITIONAL LOAN APPROVAL
RE : COMMITMENT FOR ARRANGEMENT OF SECURED CREDIT FACILITY

DEAR MR. MORRISON:

WE, COMMERCIAL BANK UK., ORGANIZED AND REGISTERED UNDER THE LAWS OF THE UNITED KINGDOM, HAVING OFFICES AT ONE FOUNTAIN PLAZA, ST. HELIER, JERSEY, JE48RS, UK, WITH BRANCH OFFICES AT 1741 PASEO de ROXAS BOULEVARD, FREEMONT, CALIFORNIA, REPRESENTED BY THE UNDERSIGNED BANK OFFICERS, HEREBY CONFIRM WITH FULL AUTHORITY, SUBJECT TO AND CONTINGENT UPON THE TERMS AND CONDITIONS SET FORTH IN THIS COMMITMENT LETTER, AND BASED UPON THE FINANCIAL AND OTHER INFORMATION PROVIDED, THAT WE ARE PLEASED TO ADVISE YOU OF OUR COMMITMENT TO PROVIDE A FULL CREDIT FACILITY TO ACCESS CAPITAL GROUP FOR ONE BILLION EURO (€1,000,000,000) "THE FACILITY."

THE APPROVED CREDIT FACILITY TO FINANCE THIS PROJECT IS FOR A TERM OF TEN (10) YEARS, INTEREST ONLY, AT A FIXED RATE MUTUALLY AGREED, AND SUBJECT TO ADEEQUATE SECURITY BEING PROVIDED.

UPON THE DELIVERY OF ACCEPTABLE COLLATERAL, WE WILL ACTIVATE YOUR SECURED CREDIT FACILITY TO FUND THE ABOVE NAMED PROJECT BY WAY OF A TEN YEAR MEDIUM TERM NOTE TOGETHER WITH INVESTMENT GRADE SECURITIES TO COVER INTEREST.

IN THIS RESPECT, WE INVITE YOUR SETTLEMENT BANK REPRESENTATIVE TO CONTACT US TO DISCUSS THE FINANCING ARRANGEMENTS OF YOU PROJECT UTILIZING MEDIUM TERM NOTES AS COLLATERAL SECURITY AGAINST PRINCIPAL.

THIS CONDITIONAL LOAN APPROVAL IS VALID FOR SIXTY (60) DAYS FROM THE DATE FIRST WRITTEN ABOVE, AND IS VERIFIABLE ON A BANK -TO-BANK BASIS.

BANK OFFICER SIGNATURE
NAME:
TITLE: OPERATION OFFICER
CODE: (3-450)
TEL: +41 2 9959969

BANK OFFICER SIGNATURE
NAME:
TITLE: ASSISTANT VICE PRESIDENT
CODE: (2-265)
FAX: +41 2 9951940

~~~END~~~

# COLLATERAL FINANCING

## SPECIMEN

(2)

COMMERCIAL BANK UK

LOGO

16 April 2007

ACCESS CAPITAL GROUP  
265 COMMERCIAL DRIVE  
FREEMONT, CALIFORNIA 95439

ATTENTION : MR. TIMOTHY MORRISON  
TITLE : PRESIDENT  
PROJECT : BALKAN HUMANITARIAN PROJECT  
SUBJECT : CONDITIONAL LOAN APPROVAL  
RE : COMMITMENT FOR ARRANGEMENT OF SECURED CREDIT FACILITY

DEAR MR. MORRISON:

WE, COMMERCIAL BANK UK., ORGANIZED AND REGISTERED UNDER THE LAWS OF THE UNITED KINGDOM, HAVING OFFICES AT ONE FOUNTAIN PLAZA, ST. HELIER, JERSEY, JE48RS, UK, WITH BRANCH OFFICES AT 1741 PASEO de ROXAS BOULEVARD, FREEMONT, CALIFORNIA, REPRESENTED BY THE UNDERSIGNED BANK OFFICERS, HEREBY CONFIRM WITH FULL AUTHORITY, AND BEING MORE FULLY DESCRIBED IN THE TERMS AND CONDITIONS OF THE (TERM SHEET), THAT ACCESS CAPITAL GROUP, HEADQUARTERED AT THE ADDRESS REFERENCED ABOVE, IS HEREBY APPROVED FOR A SECURED CREDIT FACILITY IN THE AGGREGATE PRINCIPAL OF ONE BILLION EURO (€1,000,000,000) "THE FACILITY."

BASED UPON AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE TERM SHEET, WE ARE PLEASED TO ADVISE YOU OF OUR COMMITMENT ACTING AS THE SOLE LEAD ARRANGER AND EXCLUSIVE ADMINISTRATOR FOR THIS FACILITY AND HEREBY COMMIT TO USE ITS REASONABLE BEST EFFORTS TO SECURE COMMITMENTS, IF NECESSARY, FOR ANY REMAINDER FUNDS FROM OUR SYNDICATE OF BANKS AND FINANCIAL INSTITUTIONS (THE "LENDERS") REASONABLY ACCEPTABLE BY THE PROJECT OWNER AND COMMERCIAL BANK UK UPON THE TERMS AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN, AND IN THE TERM SHEET.

IT IS UNDERSTOOD THAT IF SUCH SYNDICATION IS REQUIRED THAT COMMERCIAL BANK UK WILL MANAGE AND CONTROL ALL ASPECTS OF THE SYNDICATION, INCLUDING DECISIONS AS TO THE SELECTION OF PROPOSED LENDERS AND ANY TITLES OFFERED TO PROPOSED LENDERS, WHEN COMMITMENTS WILL BE ACCEPTED, AND FINAL ALLOCATIONS PROVIDED, IF AND WHEN, SUCH SYNDICATING BECOMES RELEVANT FOR REMAINDER FUNDS.

THE COMMITMENTS OF COMMERCIAL BANK UK ARE BASED UPON OUR STANDARD LOAN CONDITIONS AS STATED IN THE TERM SHEET FOR FINANCIAL AND OTHER INFORMATION REGARDING THE PROJECT OWNER PREVIOUSLY PROVIDED. ACCORDINGLY, THE COMMITMENT HEREUNDER IS SUBJECT TO THE SATISFACTION OF EACH OF THE FOLLOWING CONDITIONS PRECEDENT IN A MANNER REASONABLY ACCEPTABLE TO US:

1. EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE TERM SHEET;
2. THE ABSENCE OF A MATERIAL BREACH OF ANY REPRESENTATION, WARRANT OR AGREEMENT OF THE PROJECT OWNER;

## COLLATERAL FINANCING

3. NO CHANGE, OCCURRENCE, OR DEVELOPMENT THAT COULD REASONABLY BE EXPECTED TO HAVE A MATERIAL ADVERSE EFFECT ON THE PROJECT, OPERATION, CONDITION, FINANCIAL OR OTHERWISE, SHALL HAVE OCCURRED OR BECOME KNOWN TO US;
4. THE COMPLETION TO OUR SATISFACTION, OF ALL LEGAL, TAX, BUSINESS, OR OTHER DUE DILIGENCE, AND PROSPECTS OF THE PROJECT OWNER FOR PROVIDING ONE HUNDRED PERCENT SECURITY FOR THE APPROVED PRINCIPAL VALUE STATED HEREIN, AND REASONABLY ACCEPTABLE TO US;
5. FACILITY: LOAN TERM - TEN (10) YEAR AMORTIZATION, INTEREST ONLY, WITH RATE SET FIVE (5) DAYS PRIOR TO CLOSING;
6. STRUCTURED COLLATERAL, AS REASONABLY ACCEPTABLE TO US:
  - a. MEDIUM TERM NOTE
  - b. TERM - TEN (10) YEAR
  - c. ISSUER-TOP WESTERN EUROPEAN WORLD BANK
  - d. INTEREST - NEGOTIABLE
  - e. AMOUNT - EQUAL TO PRINCIPAL VALUE OF (€1,000,000,000)
  - f. RATING - STANDARD AND POOR'S "AA" OR BETTER
7. MATERIAL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS BY THE PROJECT OWNER, INCLUDING COMPLIANCE OF THIS COMMITMENT LETTER, THE TRANSACTIONS DESCRIBED HEREIN AND IN THE TERM SHEET, WITH ALL APPLICABLE BANKING LAWS, RULES, AND REGULATIONS;
8. OTHER CUSTOMARY TERMS AND CONDITIONS REASONABLY REQUIRED BY THE ADMINISTRATOR.

THIS CONDITIONAL LOAN APPROVAL IS VALID FOR SIXTY (60) DAYS FROM THE DATE FIRST WRITTEN ABOVE, AND IS VERIFIABLE ON A BANK-TO-BANK BASIS.

\_\_\_\_\_  
BANK OFFICER SIGNATURE  
NAME:  
TITLE: OPERATION OFFICER  
CODE: (3-450)  
TEL: +41 2 9959969

\_\_\_\_\_  
BANK OFFICER SIGNATURE  
NAME:  
TITLE: ASSISTANT VICE PRESIDENT  
CODE: (2-265)  
FAX: +41 2 9951940

~~~END~~~

COLLATERAL FINANCING

SPECIMEN

(3)

COMMERCIAL BANK UK

LOGO

16 April 2007

ACCESS CAPITAL GROUP
265 COMMERCIAL DRIVE
FREEMONT, CALIFORNIA 95439

ATTENTION : MR. TIMOTHY MORRISON
TITLE : PRESIDENT
PROJECT : BALKAN HUMANITARIAN PROJECT
SUBJECT : CONDITIONAL LOAN APPROVAL
RE : COMMITMENT FOR ARRANGEMENT OF SECURED CREDIT FACILITY

DEAR MR. MORRISON:

THIS LETTER IS TO CONFIRM THAT WE, COMMERCIAL BANK UK., ORGANIZED AND REGISTERED UNDER THE LAWS OF THE UNITED KINGDOM, HAVING OFFICES AT ONE FOUNTAIN PLAZA, ST. HELIER, JERSEY, JE48RS, UK, WITH BRANCH OFFICES AT 1741 PASEO de ROXAS BOULEVARD, FREEMONT, CALIFORNIA, REPRESENTED BY THE UNDERSIGNED BANK OFFICERS, HEREBY AGREE TO MAKE THE CREDIT DESCRIBED BELOW AVAILABLE TO ACCESS CAPITAL GROUP, SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN AND IN THE TERMS AND CONDITIONS OF THE (TERM SHEET), THEREBY APPROVING A SECURED CREDIT FACILITY IN THE AGGREGATE PRINCIPAL OF ONE BILLION EURO (€1,000,000,000) "THE FACILITY."

BASED UPON AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE TERM SHEET, WE ARE PLEASED TO ADVISE YOU OF OUR COMMITMENT ACTING AS THE EXCLUSIVE ADMINISTRATOR FOR THIS FACILITY AND HAVE FOUND THAT YOU HAVE MET STANDARD REQUIREMENTS IMPOSED AND COMPLETED TO COMMENCE WITH THE BUSINESS OF BANKING AND HEREBY COMMIT TO FINANCING STATED PROJECT SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, AND IN THE TERM SHEET.

THE COMMITMENTS OF COMMERCIAL BANK UK ARE BASED UPON OUR STANDARD LOAN CONDITIONS AS STATED IN THE TERM SHEET FOR FINANCIAL AND OTHER INFORMATION REGARDING THE PROJECT OWNER PREVIOUSLY PROVIDED. ACCORDINGLY, THE COMMITMENT HEREUNDER IS SUBJECT TO THE SATISFACTION OF EACH OF THE FOLLOWING CONDITIONS PRECEDENT IN A MANNER REASONABLY ACCEPTABLE TO US:

1. EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE TERM SHEET;
2. THE ABSENCE OF A MATERIAL BREACH OF ANY REPRESENTATION, WARRANT OR AGREEMENT OF THE PROJECT OWNER;
3. NO CHANGE, OCCURRENCE, OR DEVELOPMENT THAT COULD REASONABLY BE EXPECTED TO HAVE A MATERIAL ADVERSE EFFECT ON THE PROJECT, OPERATION, CONDITION, FINANCIAL, OR OTHERWISE, SHALL HAVE OCCURRED OR BECOME KNOWN TO US;

COLLATERAL FINANCING

4. THE COMPLETION TO OUR SATISFACTION, OF ALL LEGAL, TAX, BUSINESS, OR OTHER DUE DILIGENCE, AND PROSPECTS OF THE PROJECT OWNER FOR PROVIDING ONE HUNDRED PERCENT SECURITY FOR THE APPROVED PRINCIPAL VALUE STATED HEREIN, AND REASONABLY ACCEPTABLE TO US;
5. FACILITY: LOAN TERM - TEN (10) YEAR AMORTIZATION, INTEREST ONLY, WITH RATE SET FIVE (5) DAYS PRIOR TO CLOSING;
6. STRUCTURED COLLATERAL, AS REASONABLY ACCEPTABLE TO US:
 - a. MEDIUM TERM NOTE
 - b. TERM - TEN (10) YEAR
 - c. ISSUER-TOP WESTERN EUROPEAN WORLD BANK
 - d. INTEREST - NEGOTIABLE
 - e. AMOUNT - EQUAL TO PRINCIPAL VALUE OF (€1,000,000,000)
 - f. RATING - STANDARD AND POOR'S "AA" OR BETTER
7. MATERIAL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS BY THE PROJECT OWNER, INCLUDING COMPLIANCE OF THIS COMMITMENT LETTER, THE TRANSACTIONS DESCRIBED HEREIN AND IN THE TERM SHEET, WITH ALL APPLICABLE BANKING LAWS, RULES, AND REGULATIONS;
8. OTHER CUSTOMARY TERMS AND CONDITIONS REASONABLY REQUIRED BY THE ADMINISTRATOR.

THIS CONDITIONAL LOAN APPROVAL IS VALID FOR SIXTY (60) DAYS FROM THE DATE FIRST WRITTEN ABOVE, AND IS VERIFIABLE ON A BANK-TO-BANK BASIS.

BANK OFFICER SIGNATURE
NAME:
TITLE: OPERATION OFFICER
CODE: (3-450)
TEL: +41 2 9959969

BANK OFFICER SIGNATURE
NAME:
TITLE: ASSISTANT VICE PRESIDENT
CODE: (2-265)
FAX: +41 2 9951940

~~~END~~~

**COLLATERAL FINANCING**

**PRIVATE CONDITIONAL LOAN APPROVAL:**

SPECIMEN

(4)

COMMERCIAL PRIVATE TRUST

LOGO

16 April 2007

ACCESS CAPITAL GROUP  
265 COMMERCIAL DRIVE  
FREEMONT, CALIFORNIA 95439

ATTENTION : MR. TIMOTHY MORRISON  
TITLE : PRESIDENT  
PROJECT : BALKAN HUMANITARIAN PROJECT  
SUBJECT : CONDITIONAL LOAN APPROVAL  
RE : COMMITMENT FOR ARRANGEMENT OF SECURED CREDIT FACILITY

DEAR MR. MORRISON:

THIS LETTER IS TO CONFIRM THAT WE, COMMERCIAL PRIVATE TRUST, (PRIVATE LENDER) ORGANIZED AND REGISTERED UNDER THE LAWS OF THE UNITED KINGDOM, HAVING OFFICES AT ONE FOUNTAIN PLAZA, ST. HELIER, JERSEY, JE48RS, UK, HEREBY AGREE TO MAKE A CREDIT FACILITY AVAILABLE TO ACCESS CAPITAL GROUP SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN.

BASED UPON AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN WE ARE PLEASED TO ADVISE YOU OF OUR COMMITMENT TO FINANCE THE STATED PROJECT SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN FOR THE AMOUNT OF ONE BILLION EURO (€1,000,000,000) "THE FACILITY."

AS SECURITY FOR ALL INDEBTEDNESS (THE "COLLATERAL") WE COMMERCIAL PRIVATE TRUST WILL FURNISH EVIDENTIARY SUPPORT FOR THE PROOF OF FUNDS AND REQUIRED FINANCIAL AND PROPRIETARY INFORMATION TO DEPOSITOR AND/OR DEPOSITOR REPRESENTATIVES ON YOUR BEHALF, SO THAT THE ESTABLISHED VALUE OF COLLATERAL SHALL REMAIN AND BECOME THE TITLED PROPERTY OF PRIVATE LENDER IN SUPPORT OF SECURITY INTERESTS AND OUTSTANDING BORROWINGS TO PROJECT OWNER.

THE COMMITMENTS OF COMMERCIAL PRIVATE TRUST ARE BASED UPON FINANCIAL AND OTHER INFORMATION REGARDING THE PROJECT OWNER PREVIOUSLY PROVIDED. ACCORDINGLY, THE COMMITMENT HEREUNDER IS SUBJECT TO THE SATISFACTION OF EACH OF THE FOLLOWING CONDITIONS PRECEDENT IN A MANNER REASONABLY ACCEPTABLE TO US:

1. EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE TERM SHEET;
2. THE ABSENCE OF A MATERIAL BREACH OF ANY REPRESENTATION, WARRANT OR AGREEMENT OF THE PROJECT OWNER;

## COLLATERAL FINANCING

3. NO CHANGE, OCCURRENCE, OR DEVELOPMENT THAT COULD REASONABLY BE EXPECTED TO HAVE A MATERIAL ADVERSE EFFECT ON THE PROJECT, OPERATION, CONDITION, FINANCIAL, OR OTHERWISE, SHALL HAVE OCCURRED OR BECOME KNOWN TO US;
4. THE COMPLETION TO OUR SATISFACTION, OF ALL LEGAL, TAX, BUSINESS, OR OTHER DUE DILIGENCE, AND PROSPECTS OF THE PROJECT OWNER FOR PROVIDING ONE HUNDRED PERCENT SECURITY FOR THE APPROVED PRINCIPAL VALUE STATED HEREIN, AND REASONABLY ACCEPTABLE TO US;
5. FACILITY: LOAN TERM - TEN (10) YEAR AMORTIZATION, INTEREST ONLY, WITH RATE SET FIVE (5) DAYS PRIOR TO CLOSING;
6. EQUITY POSITION: 25% TO 40% OF LOAN VALUE WITH PROVEN EXIT STRATEGY.
7. STRUCTURED COLLATERAL, AS REASONABLY ACCEPTABLE TO US:
  - A. MEDIUM TERM NOTE
  - B. TERM - TEN (10) YEAR
  - C. ISSUER-TOP WESTERN EUROPEAN WORLD BANK
  - D. INTEREST - NEGOTIABLE
  - E. AMOUNT - EQUAL TO PRINCIPAL VALUE OF (€1,000,000,000)
  - F. RATING - STANDARD AND POOR'S "AA" OR BETTER
8. MATERIAL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS BY BOTH PARTIES, INCLUDING COMPLIANCE OF THIS COMMITMENT LETTER AND THE TRANSACTIONS DESCRIBED HEREIN.
9. OTHER CUSTOMARY TERMS AND CONDITIONS REASONABLY REQUIRED BY THE BANK APPOINTED ADMINISTRATOR.

NOTICE IS PROVIDED HEREIN THAT OUR COMMITMENT TO FUND IS VERIFIABLE ON A BANK-TO-BANK BASIS AS FOLLOWS:

- A. ACCESS CODES TO WIDE-SCREENS WILL BE FURNISHED UPON REQUEST.
- B. SWIFT MT-799 SHALL BE INITIATED BY PRIVATE LENDER TO DEPOSITOR BANK.

THIS CONDITIONAL LOAN APPROVAL IS VALID FOR SIXTY (60) DAYS FROM THE DATE FIRST WRITTEN ABOVE

\_\_\_\_\_  
COMPANY OFFICER SIGNATURE

NAME:

TITLE: PRESIDENT

TEL: +41 2 9959969

\_\_\_\_\_  
COMPANY OFFICER SIGNATURE

NAME:

TITLE: ASSISTANT VICE PRESIDENT

FAX: +41 2 9951940

~~~END~~~

COLLATERAL FINANCING

PROGRAM HIGHLIGHTS:

2. Net Loans Sizes: \$100.0 Million to \$2.0 Billion USD.
3. Funding Bank issues a Gross Loan to Applicant for 100% of Net Loan Request less expenses.
4. Payments are paid over ten years based on net loan amount.
5. Interest based on market indices as set by Funding Bank.
6. Closing time is 1.5 to 3.0 months depending on submissions.
7. Non-Recourse Loan.
8. No pre-payment penalties.
9. Principal secured by 100% collateral.
10. Interest paid semi-annually.
11. Construction Loans 1.5 – 3 years.
12. Interest deferrals negotiable during construction.
13. Exit strategies may be required.
14. Equity Participation Negotiable – (20% to 30%).
15. Ten (10) year amortized term.
16. Humanitarian Projects Eligibility:
 - A. Hospitals & Health related projects.
 - B. Urban & Rural Infrastructure Development.
 - C. Urban & Rural Power Generation and Distribution projects.
 - D. Education.
 - E. Water & Sewage, Irrigation.
 - F. Agricultural & Food related projects.
 - G. Transportation (Railways, Ports-Wharf, etc.).
 - H. Low Cost Affordable Housing

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SUBMISSION DOCUMENTS:

1. Executive Summary and Business Plan.
2. Use of Proceeds.
3. Client Information Form.
4. Passport.
5. Fee Agreements.
6. Loan Request to Program Manager.
7. Letter of Request for Services.
8. Joint Venture and Non-Circumvention Agreements.
9. Bank Conditional Loan Approval.
10. Private Lending requires Proof of Funds.

The increasing demand for innovative financial solutions allow us to introduce a unique business model as a means of providing the private sector with creative financing options to participate under private equity arrangements, in a world economic impact forum, designed to support humanitarian, socioeconomic, and commercial development investment opportunities in an emerging market real estate environment.

Imagine eliminating credit requirements, loan to value ratios, down -payments, closing costs, and the stress of financial pressures while receiving 100% financing.

The application of our financial model incorporates investment grade paper as a financial tool for the securitization of debt allowing us to offer a unique product for credible developers with strategic financial opportunities to capitalize development projects that would otherwise be lost, or at best too costly to undertake.

Unless you prefer not to use our direct lending sources, to qualify for our program the prerequisite begins with a strong banking relationship that holds a rating of “BBB” or better, and understands through experience the added value of asset-backed securities.

COLLATERAL FINANCING

To calculate the loan amount needed for the Conditional Loan Approval simply multiply the “Net Loan Value” or loan request by a factor of five with a ten year amortization period. We will provide the Project Owner and the Funding Bank with 100% security for the loan by providing the bank with a Structured Note, rated “AA-“ or better, issued from a major world-class Western European Bank. The nucleus of the Structured Note would be a total guarantee for the loan principal. This would be accomplished by a zero-coupon, ten-year, Medium Term Note (MTN) for an amount to fully secure the loan repayment or approximately five times the “Net Loan Value.” Once the verification process is completed the Structured Note is delivered to the Funding Bank following DVP procedures (Delivery versus Purchase), or under a screen block and pay procedure. When the Collateral has been exchanged, our consortium of investment bankers working through a fully-licensed European Investment House will provide a loan guarantee for the interest, paid semi-annually, and accomplished by drawing those funds from a portfolio of well-diversified bank and corporate notes, each of which would be rated “AA” or “AAA” by acceptable rating organizations. This portfolio is held at the same bank issuing the Structured Note as they are responsible for collecting the interest on such notes periodically and paying the Funding Bank a portion of the income stream to service the interest obligation. As the Funding Bank works to mitigate risk we follow similar protocol by spreading financing obligations among a cross-section of highly rated notes affording the Funding Banks greater security.

The impact of any long-term financial dimension focusing on capital market solutions offers innovative alternatives to lending, and enables the holder of Asset-Backed securities and the originator of loans the opportunity to enjoy many of the benefits of lending, while mitigating risk. Our philosophical approach to this creative financial alternative affords us the opportunity to cultivate new relationships while maintaining a quality portfolio and credit processing services to support the funding of a credit facility. Candidates should possess strong organizational skills that translate into success, as our strategy supports an entrepreneurial attitude in an environment that encourages innovation of talented investment management professionals and project managers seeking alternative financing opportunities.