

BUYER'S LETTERHEAD

LETTER OF INTENT

(MEMORANDUM OF UNDERSTANDING)

TO:
ATTN:
February 16, 2009

ACQUISITION OF TOP 25 WESTERN EUROPEAN – MTNs 50 BILLION USD RAE 66+1 -10YR, 7 ½%
EUROCLEAR, MT103/23 or FED WIRE

TRANSACTION CODE:
SELLERS CODE:
BUYERS CODE:
SECURITY CODE:

I, Mr _____, as authorized signatory for _____, and (or) its assigns or corporate representatives, under penalty of perjury, hereby confirm with full legal and corporate responsibility, that we are ready, willing and able to undertake for the exchange of the herein described Medium Term Notes ("MTNs") derived from legal sources and of non-criminal origin through our banking resources under the terms and conditions stated herein, against clean, clear, good and of non-criminal United States Dollars.

BANK INSTRUMENT DESCRIPTION

INSTRUMENT	: Medium Term Notes (CASH BACKED)
ISSUANCE	: Top 25 West European Banks (Exclusions Allowed)
TERM	: Ten (10) years and One (1) day
INTEREST	: 7.5% payable annually
CATEGORY	: Slightly Seasoned
CONTRACT SIZE	: 50 Billion US Dollars with R & E
FIRST TRANCHE	: Five Hundred Million USD (US\$500-M)
FURTHER TRANCHE	: To Be Agreed
CONTRACT START	: MT103-23 conditional movement of funds (\$500 M USD)
INVOICE PAYMENT	: MT103 or Fed Wire
INVOICE PRICE	: Sixty six percent plus one percent (66% +1%) of face value or better.
COMMISSION/FEE	: 1% shared equally between Buyer and Seller Side consultants at .50% each side.
DENOMINATIONS	USD 10M, 20M, 50M, 100M

TRANSACTION PROCEDURES

1. Buyer issues and delivers this fully signed LOI/MOU in English with full banking co-ordinates, Client Information Sheet, Corporate Resolution, Passport Number, Non Solicitation, Fee Protection Agreement and proposed tranche schedule.
2. Seller accepts and countersigns the LOI, making this a binding MOU ("Memorandum of Understanding"), complete with Seller's banking co-ordinates.

Buyer's Initial: _____

Seller's Initial _____

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3. **Within 12 Hours** of receipt of countersigned LOI/MOU, Buyer's bank sends conditional MT 103 Field 23 (500 Million USD) for first tranche to the seller's bank coordinate with copy of swift confirmation (duly signed and stamped by sending bank and including international wire tracking number) to sellers email _____. Buyer also to document desired tranche schedule.
4. **After verification, authentication and credit** of the funds and **within 24-72 hours**, seller issues Buyer Screen-able Corporate Invoice to secure fax/email: _____ for the amount of the first tranche, listing the name of the issuing bank, denominations, dates of issue, registration, ISIN/CUSIP numbers and any and all pertinent data including relevant screening codes to screen the instruments (SCREEN TO SHOW PRIVATE PLACEMENT – NO PRICE)
5. **Within 8 hours** of receipt the buyer will screen the invoices on EUROCLEAR, and pay using either MT103 or Fed Wire. Upon receipt of funds, the instruments will be delivered via electronic transfers, physical delivery of actual instruments will be made within seven international banking days to the buyers bank or such other custodial institution as may be designated in the buyers bank delivery instructions.
6. Fee shall be disbursed at the time of each tranche in accordance with the relevant MFPA, based on the face amount of the notes, which is incorporated herein by reference as material condition of this agreement.
7. Transaction to continue as per mutually agreed tranche schedule. Procedures to repeat.

Any Unauthorized Bank Calls, Probes Or Communications, Or An Improper Solicitation Or Disclosure Involving Any Of The Banks Concerned In This Transaction Will Result Immediate Cancellation Of This Transaction And Subject The Violating Party To Damages.

BANKING INFORMATION

BUYER'S BANKING DETAILS:

Buyer's Initial: _____

Seller's Initial _____

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SELLER'S BANKING DETAILS:

SPECIAL CONDITIONS

1. Multiple banks and accounts may be used by Buyer and Seller to facilitate exhaustion of the Contract. Buyer and Seller may change or add transaction banks by providing written notice within eight banking hours to each other. Both Parties, as well, shall be responsible for their own institutional costs, and accept liability for taxes, imposts, levies or charges that may be applicable in the execution of this transaction.
2. Generally recognized international standards concerning the payment of fees and commissions, as well as non-circumvention and non-disclosure rules of the ICC shall apply for a period of five (5) years.
3. Facsimile, E-fax or e-mail transmission and copies of this document, associated contract and annexes, when fully executed are to be considered like originals and as binding documents, except where proven to be fraudulent.

By signing this LOI / MOU, both parties agree under the laws and trading guidelines set forth by the ICC that they are ready willing and able to complete this transaction under the terms and conditions stated within this letter of intent.

AGREED AND ACCEPTED BY THE BUYER:

Company Name

NAME:
TITLE:
DATE:
PP
COUNTRY
EMAIL

Buyer's Initial: _____

Seller's Initial _____

BUYER'S LETTERHEAD

AGREED AND ACCEPTED BY THE SELLER:

NAME:

TITLE:

DATE:

DL

COUNTRY

EMAIL

Signature and Seal

Buyer's Initial: _____

Seller's Initial _____