



LETTER OF INTENT

Date:

TO THE PROVIDER:

c/o - Worldwide development.

Mr. AHMET Z. ALTUNIS –

Request to purchase Bank Guarantee

Buyer’s code:

Transaction Code:

Seller’s Code:

Worldwide Development

Principal Right Holder

International Financier

Funding Trust Consultant

investmentgroup@worldwidefundingtrust.com

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E/Fax: +00905356013579

<http://www.worldwidefundingtrust.com>

I, We _____, authorized signatory for _____, hereby confirm with full legal and corporate responsibility, under penalty of perjury of the law, that we are ready, willing and able to purchase bank instrument in the form of Bank Guarantee, under the terms, conditions and procedures described below, with good, clean, cleared and unencumbered **US Dollars/Euro**, of non criminal origin.

Instrument: Bank Guarantee, ICC 458/500 Format

Term: One (1) Year and One (1) Day

Interest rate: Zero (0%) Coupon

Age: Fresh Cut / New Issues

Menu: Top 25 West European Banks, ‘AA’ or better rated by Standard & Poors or Moodys or as agreed

Price:Percent (....%) plus Consulting fee

Contract Amount: US\$/Euro Million (US\$/€-00.000.000,00) or more, with extensions

First Tranche: US\$/EuroMillion (US\$/€-00.000.000,00)

Subs. Tranches: As per agreement

Mode of Purchase: Fresh Cut Collateral, via Corporate Invoice with Pre-Advice by the Seller’s Bank

Consulting Fee: One Percent (1%) of Face Value

Payment Mode: Swift Wire Transfer MT-103 protocol

Screening: Euroclear / DTC

Denominations: As mutually agreed

Delivery: by Swift & Hard Copies by Bank Bonded Courier

Seller’s Ini.: Page 1 of 6 pages

Buyer’s Ini.:

Procedures

1. Buyer issues LOI/RWA (this document) with full banking coordinates and a Fee Protection Agreement for One Percent (1%) (see enclosed), along with Signatory's Passport copy, and a Board Resolution, if Buyer is a corporation. CIS
2. Seller accepts, signs and returns Buyer's LOI/RWA to Buyer, thus constitutes the LOI/RWA as a full recourse Commercial Contract. Together with this LOI/RWA-Contract, Seller will send his official purchasing contract with an invoice for the Pre-Advice cost in the amount of **(TO BE ADVISED)** which the Buyer has to pay, for conducting of Bank Pre-Advice and processing all Buyer's documents with the Issuing Banks. (In the case of a Credit Line, as in 3.3 below, Buyer will first pay the Invoice of **(TO BE ADVISED)** for the Pre-Advice cost, and will submit at the same time the letter from the Buyer's Bank/Lender confirming the availability of Credit Line.) **This payment is refundable at the end of a successful transaction**
3. Following the above the Buyer (please choose only one of these options (3.1 or 3.2 or 3.3) and delete the others):
 - 3.1 Will make arrangements to prove capability to transact the first tranche by submitting from Buyer's bank a Swift MT-799 to Sellers Bank (Exhibit "A"), or
 - 3.2 Will cause Buyer's Bank to send a Conditional Swift Wire Transfer MT-103 to Seller's Bank, covering the price of the first tranche amount (Exhibit "B"), or
 - 3.3 Will send a letter from his bank confirming that a Credit Line is opened against BG (Exhibit "C"), and simultaneously will cover the expenses to put the instrument on Euroclear screen. (as in point 2 and point 4 of the procedures.)

Seller's Ini.:

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Buyer's Ini.:

Buyer's Bank shall not make any communication with the Provider's Bank to confirm the issuance of the bank guarantee, before issuing the conditional SWIFT or delivery of the POF to the Provider's Bank, and if such communication was made by the Buyer's Bank, the signed contract between the Buyer and Seller shall be considered null and void.

4. **Seller and/or Seller's bank issues Corporate Invoice to the Buyer via the Buyer's fax # +_____ . The Corporate Invoice or Certified Corporate Invoice shall include CUSIP/Registration numbers, Custodial SafeKeeping Receipt, Issuing Banks names, Date of Issue, Date of Maturity, text of the Bank Guarantee, Screen Access Codes and all necessary information, which is required for the authentication and validation of the Bank Guarantee. Buyer must first pay the Corporate Invoice for the expenses of the Euroclear Screening and Clearing.**

5. **After verification and authentication of the Corporate Invoice,by the Buyers' Bank through conditional Swift and upon the Seller Issuing Bank guaranteeing the delivery of the bank instrument, the Buyer's Bank will send an Unconditional Swift Wire Transfer MT-103 protocol to Seller's Bank within six (6) International Banking Hours.**

6. **The instrument will initially be delivered by Swift, with Hard Copies, Original Instrument, to be delivered as per the Buyer and/or his bank instruction, via Bonded Courier within seven (7) International Banking Days.**

7. **Transaction will continue in accordance with the agreed upon Tranche Schedule and as mentioned above in item 3, 4, 5.**

8. **Fees to all intermediaries are paid simultaneously on the same day of completion of each and every tranche as per the FPA.**

9. **This agreement becomes null and void after the Tenth (10th) day from the date when this document, has been countersigned by the Seller, if the parties do not execute their obligations.**

10. **A Fee Agreement with this Buyer's Code and date shall be made part of this contract as an attachment.**

Seller's Ini.:

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Buyer's Ini.:

Unauthorized bank calls, probes, or communications in an improper way to bank(s) in this transaction shall be cause for termination of this agreement.

This is not in any way considered or intended to be a solicitation for funds of any kind nor shall it be deemed to be any type of offering. It is understood this information is for my general knowledge and educational purposes only.

The company will keep all information strictly confidential private proprietary. Nor will it provide any of its content to a third party. Parties herein agree that the (I.C.C.) International Chamber of Commerce, Paris, France, rules for non-circumvention/non-disclosure shall apply in effect for a period of Three years from the date of this agreement.

The undersigned disavow any affiliation with any state or federal government entity at any level.

Both parties confirm that each is fully empowered, legally qualified and duly authorized to execute and deliver this document and be bound by its terms and conditions.

Buyer and Seller have the right to change banks and/or banking coordinates with 24 hours prior written notification to the other party.

Buyer's Banking Coordinates

Bank Name:

Bank Address:

Bank Officer:

Phone:

Account Name :

Account Number:

Routing:

Swift Code:

Seller's Ini.:

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Buyer's Ini.:

Seller's Banking Coordinates

Bank Name: TBA

Bank Address:

Bank Officer:
Account Name :
Account Number:
Routing:
Swift Code:

There should be no contact with Seller Closing and Transacting Bank, without the express written authorization of the Seller.

This Letter of Intent is a full recourse commercial commitment governed by the laws of the jurisdiction, in which both Buyer and Seller reside and the standards under ICC regulations.

This transaction constitutes a private placement for the purchase and sale of bank instruments, conducted between (2) two principal entities to be defined by contract and as such is not intended to be nor shall be interpreted as a securities transaction as defined by U.S. Securities Act of 1933 or amended by laws of any other nation.

Force Majeure. The Force Majeure exception clause of the International Chamber of Commerce (ICC publication #421) is hereby incorporated in and made an integral part of this contract.

Facsimile copies of this document, when fully executed, are to be considered original and binding. This Letter of Intent is binding to the parties upon acceptance.

Seller's Ini.:

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Buyer's Ini.:

I hereby confirm with full authority that the above terms are acceptable.

**Agreed and accepted by the Buyer:
(name of corporation)**

------(authorized signatory)

Name:
Title:
Passport #:
Country of Issue:
Date of Issue

Agreed and accepted by the Seller:
(name of corporation)

------(authorized signatory)

Name:
Title:
Passport #:
Country of Issue:
Date of Issue

Seller's Ini.:

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Buyer's Ini.:

Exhibit "A"

Sample Text - Msg. Type: SWIFT MT799

To:(nameaddress of seller's bank
Bank officer
Account no.
Swift code

To the order of (name of sellers account holder)

From (namebuyers bank)

Account no.

Acct signatory (name of buyers account holder)

transaction code

We, (buyers bank name and address) hereby confirm with full bank responsibility that..... (name of buyer’s account holder) has cash funds in the amount of..... United States Dollars (\$...,000,000.00),....., (amount in words and figures) on deposit in account number.....

We further confirm that the funds are good, clean, cleared funds of non-criminal origin, are from legal source and are free of any liens and encumbrances and are readily available for settlement.

This is an operative bank instrument and is subject to the uniform commercial code as it relates to bank credit instruments. This callable bank confirmation is valid for ten (10) international banking days and may be verified on a bank-to-bank basis.

_____ bank officers name

title

_____ bank officer’s name

title

Seller’s Ini.:

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Buyer’s Ini.:

Exhibite “B”
IRREVOCABLE CONDITIONAL SWIFT

Transaction code:

To:

From:

By order of:

Transaction:

We, (Buyer's bank full name and address) hereby present our irrevocable, divisible, assignable, transferable and callable cash backed SWIFT Wire Transfer in your favor for the account of..... and account number in the amount of million United States Dollars (US\$.....), for the purchase of bank instruments described in the agreement, signed by our client the Buyer and your client the Seller upon receipt, authentication and verification of said bank instrument.

We hereby confirm that the funds are good, clean and cleared funds of non-criminal origin and from a legal source.

This irrevocable SWIFT Is a binding fully performed due bill and is immediately callable on us for cash payment against the bank certified invoice for the purchase and delivery of the bank instruments specified below:

Instruments: **Bank Guarantee**
Currency: **United States Dollars**
Term: **One year and one day**
Interest: **Zero percent**
Issuings bank:

The conditional irrevocable, divisible, assignable, transferable and callable s.w.i.f.t. Wire transfer is valid for Ten (10) banking days, from the [day] of [month], 2007 and until the [day] of [month], 2007.

This is an operative bank instrument and is subject to the uniform commercial code as it relates to bank credit instruments.

Seller's Ini.: **Page 1 of 1 page** Buyer's Ini.:

Schedule "C"

BANK CONFIRMATION OF CREDIT LINE

To: (name of the client)
Account №:
Transaction code:
Ref:

Dear sir,

At your request, as of this date, we[*name an address of the bank*]....., hereby irrevocably confirm with full bank responsibility that funds and or credit facility in the amount of at least Million US Dollars [..... *US\$*] are on the referenced account, and are good, clean, and clear of any liens or encumbrances whatsoever, and not of criminal origin or affiliation, but are of commercial origin legally generated and are not in breach of “money laundering regulation/accord of 1998” and are available for settlement of transaction code: on behalf of[*name of the client*].....

We are ready to receive the bank instrument/corporate invoice by swift and we shall immediately settle upon verification and authentication on a bank-to-bank basis.

This letter has a validity of 10 international banking days from the date issued.

Bank officer
Name & title

Bank officer
name & title

Seller's Ini.:

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Buyer's Ini.: