



**(BUYER'S LETTERHEAD
WITH FULL CONTACT DETAILS
IN 14 SIZE FONT)**

**Worldwide Development
Principal Right Holder**
International Financier
Funding Trust Consultant
investmentgroup@worldwidefundingtrust.com
PH: +00905356015864
E/Fax: +00905356013579
<http://www.worldwidefundingtrust.com>

LETTER OF INTENT- CONTRACT

DATE:

To: THE PROVIDER C/0- Worldwide Development –Mr. Ahmet Zennur. Altunis

Fax: +905 355 09 1 227 / e-mail: investmentgroup@worldwidefundingtrust.com

REF:

BUYER'S CODE:

SELLER'S CODE:

**I, _____, AUTHORIZED SIGNATORY FOR _____, HEREBY
CONFIRM WITH FULL LEGAL AND CORPORATE RESPONSIBILITY AND UNDER
PENALTY OF PERJURY, THAT WE ARE READY, WILLING AND ABLE TO
PURCHASE MEDIUM TERM NOTES, UNDER THE TERMS AND CONDITIONS
DESCRIBED BELOW WITH GOOD, CLEAN, CLEARED AND UNENCUMBERED
UNITED STATES DOLLARS / EURO OF NON CRIMINAL ORIGIN.**

**INSTRUMENT: MEDIUM TERM SENIOR UNSUBORDINATED
BANK DEBENTURES NOTES FORMAT 322
(W144C EXCLUSIONS), SUBJECT TO THE
ICC 400/500 PUBLICATIONS AND REVISIONS.**

TERM: TEN (10) YEAR AND ONE (1) DAY

INTEREST RATE: SEVEN POINT FIVE PERCENT (7.5%) PAA

AGE: SLIGHTLY SEASONED

**MENU: TOP 25 WEST EUROPEAN BANKS,
'AA' or BETTER RATED by STANDARD &
POORS or MOODYS or AS AGREED**

**PRICE: EIGHTY FIVE PERCENT (85%) PLUS ONE (1%) PERCENT
CONSULTING FEE**

**CONTRACT AMOUNT:(US\$/€-000.000.000.000,00) US
DOLLARS/EURO OR MORE, WITH EXTENSIONS**

FIRST TRANCHE: US\$/€ MILLION

SUBSEQ. TRANCHES: AS PER AGREEMENT

**MODE OF PURCHASE: SLIGHTLY SEASONED COLLATERAL, VIA
CORPORATE INVOICE WITH PRE-ADVICE BY
THE SELLER'S BANK**

CONSULTING FEE: ONE (1%) PERCENT OF FACE VALUE

PAYMENT MODE: SWIFT WIRE TRANSFER MT-103 PROTOCOL

SCREENING: EUROCLEAR

DENOMINATIONS: AS MUTUALLY AGREED

DELIVERY: SWIFT & BY BANK BONDED COURIER

Seller's Ini:

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Buyer's Ini:

PROCEDURES:

- 1. BUYER ISSUES THIS LOI/RWA WITH FULL BANKING COORDINATES AND A FEE PROTECTION AGREEMENT FOR ONE (1%) PERCENT (AS PER THE ATTACHED) ALONG WITH SIGNATORY'S PASSPORT COPY, CLIENT INFORMATION SHEET AND A BOARD RESOLUTION, IF BUYER IS A CORPORATION.**
- 2. SELLER ACCEPTS, SIGNS AND RETURNS LOI/RWA TO BUYER, THUS CONSTITUTES THE LOI/RWA A FULL RECOURSE COMMERCIAL CONTRACT. TOGETHER WITH THIS LOI/RWA-CONTRACT, SELLER WILL SEND HIS OFFICIAL PURCHASING CONTRACT WITH AN INVOICE FOR THE BANK PRE-ADVICE COST IN THE AMOUNT OF **(TO BE ADVISED)** WHICH BUYER HAS TO PAY, FOR CONDUCTING OF BANK PRE-ADVICE AND PROCESSING BUYER'S DOCUMENTS WITH THE ISSUING BANKS. (In the case of a Credit Line, as in 3.2 below, Buyer must first pay the Corporate Invoice of **(TO BE ADVISED)** for the Bank Pre-Advice cost, and to submit at the same time the letter from the Buyer's Bank/Lender confirming the available Credit Line.) **This is refundable when the transaction is successfully closed.****
- 3. FOLLOWING THE ABOVE THE BUYER (PLEASE CHOOSE ONLY ONE OF THESE OPTIONS (3.1 or 3.2) AND DELETE THE OTHER):**
 - 3.1 WILL CAUSE BUYER'S BANK TO SEND A CONDITIONAL SWIFT WIRE TRANSFER MT-103 TO SELLER'S BANK (SCHEDULE "B"), COVERING THE PRICE OF THE FIRST TRANCHE AMOUNT, or**
 - 3.2 WILL SEND A LETTER FROM HIS BANK (SCHEDULE "C") CONFIRMING THAT A CREDIT LINE IS OPENED IN FAVOR OF THE MTN PURCHASE TRANSACTION AND SIMULTANEOUSLY WILL COVER THE COSTS OF PLACING THE INSTRUMENT ON EUROCLEAR SCREEN FOR VALIDATION. (See point 2. above).**

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 ISIN AND CUSIP REGISTRATION NUMBERS, CUSTODIAL SAFEKEEPING RECEIPT, ISSUING BANK NAMES, DATE OF ISSUE, DATE OF MATURITY, THE TEXT OF THE MTN, SCREEN ACCESS CODES AND ALL NECESSARY INFORMATION REQUIRED FOR AUTHENTICATION AND VALIDATION. *BUYER MUST FIRST PAY THE CORPORATE INVOICE - WHICH ARE THE EXPENSES FOR THE SCREENING AND CLEARING BY EUROCLEAR.*
5. AFTER VERIFICATION AND AUTHENTICATION OF THE CORPORATE INVOICE BY THE BUYER'S BANK THROUGH CONDITIONAL SWIFT AND UPON THE SELLER ISSUING BANK, GUARANTEEING THE DELIVERY OF THE BANK GUARANTEE, THE BUYER'S BANK WILL SEND AN UNCONDITIONAL SWIFT WIRE TRANSFER WITHIN SIX (6) INTERNATIONAL BANKING HOURS.
6. THE INSTRUMENT WILL INITIALLY BE DELIVERED BY SWIFT FOLLOWED BY HARD COPIES, ORIGINAL INSTRUMENTS OF WHICH TO BE DELIVERED AS PER THE BUYER AND/OR HIS BANK INSTRUCTION VIA BANK/BONDED COURIER WITHIN SEVEN (7) INTERNATIONAL BANKING DAYS.
7. TRANSACTION WILL BE CONTINUED ACCORDING TO THE AGREED UPON TRANCHING SCHEDULE AND AS MENTIONED ABOVE IN ITEM 3, 4, AND 5.
8. FEES TO ALL INTERMEDIARIES ARE PAID SIMULTANEOUSLY ON THE SAME DAY OF COMPLETION OF EACH TRANCHE.
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:

Page 3 of 6 pages 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 IT'S CONTENT TO A THIRD PARTY.

PARTIES HEREIN AGREE THAT THE (I.C.C.) INTERNATIONAL CHAMBER OF COMMERCE RULES FOR NON-CIRCUMVENTION/NON-DISCLOSURE SHALL BE IN EFFECT FOR A PERIOD OF THREE YEARS FROM THE DATE OF THIS AGREEMENT.

THE UNDERSIGN 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.

Seller's Ini: Page 4 of 6 pages

Buyer's Ini:

BUYER'S BANKING COORDINATES:

BANK NAME:
BANK ADDRESS:
BANK OFFICER:
PHONE:
ACCOUNT NAME :
ACCOUNT NUMBER:
ROUTING:
SWIFT CODE:

SELLER'S BANKING COORDINATES:

BANK NAME: TBA
BANK ADDRESS: TBA
BANK OFFICER: TBA
PHONE: TBA
ACCOUNT NAME: TBA
ACCOUNT NUMBER: TBA
ROUTING: TBA
SWIFT CODE: TBA

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: Page 5 of 6 pages

Buyer's Ini:

WE HEREBY CONFIRM WITH FULL AUTHORITY THAT THE ABOVE TERMS ARE ACCEPTABLE.

**AGREED AND ACCEPTED BY THE BUYER:
(NAME OF CORPORATION)**

-----**(AUTHORIZED SIGNATORY)**

**NAME:
DATE:
TITLE:
PASSPORT #:
COUNTRY OF ISSUE:**

**AGREED AND ACCEPTED BY THE SELLER:
(NAME OF CORPORATION)**

_____**(AUTHORIZED SIGNATORY)**

**NAME:
DATE:
PASSPORT #:
COUNTRY OF ISSUE:**

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NOTARY:

SCHEDULE "B"

IRREVOCABLE CONDITIONAL SWIFT PROTOCOL

TRANSACTION CODE:.....

TO:.....

FROM:.....

BY ORDER OF:.....

TRANSACTION:.....

WE,(*ISSUING BANK*)..... HEREBY PRESENT OUR IRREVOCABLE, DIVISIBLE, ASSIGNABLE, TRANSFERABLE AND CALLABLE CASH BACKED S.W.I.F.T. WIRE TRANSFER IN YOUR FAVOUR FOR THE ACCOUNT OF..... AND ACCOUNT NUMBERIN THE AMOUNT OFMILLION UNITED STATES DOLLARS/EURO (*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 S.W.I.F.T. 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: MEDIUM TERM NOTES
CURRENCY: **UNITED STATES DOLLARS / EURO**
TERM: TEN YEARS
INTEREST: SEVEN POINT FIVE PERCENT
ISSUING 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 _____, 2006 AND UNTIL THE ____ DAY OF _____, 2006.

THIS IS AN OPERATIVE BANK INSTRUMENT AND IS SUBJECT TO THE UNIFORM COMMERCIAL CODE AS IT RELATES TO BANKCREDIT INSTRUMENTS.

BANK OFFICER 1

BANK OFFICER 2

SCHEDULE "C"

BANK CONFIRMATION OF CREDIT LINE

To: (name of the Client)
Account №:
Transaction code:
Ref: Medium Term Bank Debentures Notes

Dear Sir,

At your request, as of this date, we[*name and 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**

NOTARY: