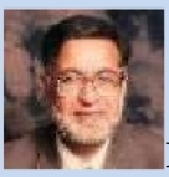


R.A.Sheikh & Co Loan Originators & Management Consultants

PART-1 LENDER PROCEDURE & PRACTICE:

Project Ownership

In fulfilling its mission to support developmental U.S. private investment abroad, LENDER requires significant U.S. participation in the projects it supports. U.S. significant participation in a project can be achieved with either equity or a long-term debt investment. LENDER can provide financing for overseas investments that are wholly owned by U.S. companies or, at a minimum, have an ownership interest of at least 25 percent. If a U.S. bank provides a meaningful amount of non-credit enhanced long-term debt for the project that can be sufficient to be eligible for LENDER financing. Exceptions to the amount of U.S. investment requirement may be made in cases where U.S. brand name franchisers, operators, or contractors are significantly involved in the project on a long-term basis.

Normally, more than 50 percent of the voting shares of the overseas venture will be held by firms or persons from the private sector. However, financing may be offered to an entity in which government ownership of voting shares represents the majority, if it is contractually agreed that management will remain in private hands, and there is a strong showing of direct U.S. involvement in other respects.

Financing Techniques

LENDER provides financing either through direct loan, which is reserved for projects sponsored by or substantially involving U.S. Small and Medium Enterprises (SME), or through loan guaranties, which are typically used for larger projects. LENDER can offer loans as small as $100,000, and can normally guaranty or lend up to $250 million per project; or up to $325 million in oil and gas projects.

All loans or guaranties over $30 million must be approved by the LENDER Board of Directors. The Board meets four times a year and LENDER works together with its clients to find a convenient schedule to meet all parties' needs.

Under both financing techniques, the borrower approaches LENDER to analyze and structure financing for an overseas project and LENDER determines the appropriate terms of borrowing. Where a guaranty is sought rather than a direct loan, a financial institution is willing to provide the needed fund to LENDER is identified. Typical funding institutions include insurance companies, pension funds, and commercial banks, and under the guaranty, these lenders are protected by the full faith and credit of the United States government. LENDER, however, is the lender to the project.

The LENDER guaranty is simply an alternative funding mechanism, and only legal entities created under the laws of the U.S., any state or territory, or D.C., such as corporations, partnerships, or other associations including nonprofit associations more than 50 percent beneficially owned by U.S. citizens may be recipients of Lender's guaranty. Foreign corporations that are more than 95 percent U.S. owned are also eligible. LENDER-guarantied loans are classified as eligible U.S. government securities for insurance companies and many other institutional investors

Terms

The amount of Lender's participation in an eligible project may vary, taking into consideration the project's contribution to the host country's development, the project's financial requirements, and the extent to which the financial risks and benefits are shared among the investors and the lenders. LENDER will not generally support more than 75 percent of the total investment.

LENDER recognizes that possible cost overruns and early operating problems may occur, despite careful planning and an allowance for contingencies in the financial plan. Therefore, LENDER, like other limited recourse lenders, normally requires that the principal sponsors enter into an agreement that guaranties the LENDER loan, the completion of the project, the company's debt service, and cost overruns prior to project completion. Project completion is defined to include certain financial, legal and operating tests, as well as physical completion. The sponsors must have the financial capability to perform their obligations under this agreement.

The repayment schedule of a direct or guarantied loan will be designed taking into consideration the purpose of the loan and the projected level of cash flows to be generated in the transaction. The cash flows must be sufficient to meet interest and principal payments, and to provide for an adequate return to equity investors. The terms of such loans will typically provide for a final maturity of three to 15 years, including a suitable grace period during which only interest is payable.

Fees and Costs

Interest rates and loan guaranty fees are based on an underlying cost of capital (comparable to U.S. Treasury notes or other U.S. Government-guaranteed issues of similar maturity) plus a risk premium of between 2.0 percent and 6.0 percent, depending on Lender's assessment of the commercial and political risks involved.

In general, LENDER expects that its creditor participation will be on a senior basis, pari pasu with the holders of other senior debt, and that it will share in a first lien on fixed assets and any other appropriate collateral. A host-government guaranty normally is not required by LENDER. Other structures will be considered on a case-by-case basis.

Consistent with commercial lending practices, upfront fees range from 1 percent to 2 percent, commitment fees, maintenance fees and cancellation fees may be charged, and reimbursement is required for related out-of-pocket expenses, including fees for outside counsel and the services of experts or consultants.

PART- II KEY ELEMENTS IN PREPARATION OF APPLICATION FOR FINANCING

1 SPONSORS TRACK RECORD:

- Three years audited accounts of Project Company and associated companies.

- Ownership or participation in Project Company and associated companies.

2-PROJECT OPERATION AND FINANCIAL PLANS:

- Current status of the project(including start up and estimated completion dates, estimated operational start up date, the status of financing, land and equipment purchase etc)
- Chronological events regarding the development of the project to date, including joint venture, agreement signing(e.g. charter documents, shareholders agreement)
- Equipment purchases, any study commissioned or completed
- Any construction initiated.

3-MARKETING STUDY:

- Market condition and strategy for the project.
- Supporting financial projections for the project for the life of proposed loan, including an Income statement, balance sheet
- Detail assumptions for the projections,(Capital cost, Income & Expenditure)
- All details in EXCEL
- Estimated time schedule of initial investment and subsequent investment.

4-MANAGEMENT:

- Who will be responsible for the day to day operation of the project**.**

5-SOURCES & USE OF FUNDS:

- Loan amount and tenor. Loan Amount being requested from LENDER and Loan amount from other lenders.(For each loan terms & conditions and collateral are to be indicated)

6-AGREEMENT:

- Government incentives and protection.
- All contracts with Governments and other organizations affecting the project.

7 -VERIFICATIONS:

- From Embassy
- Bank Credit Check
- Trade Credit Check

PROJECT FINANCING

- Debt Equity 60:40
- Project company Equity Contribution 30% of project cost.
- USA Company Equity Contribution 10% or Subordinated debt of project cost
- 2. Is your project in a country in which OPIC can do business?

COUNTRIES WHICH QUALIFIES FOR FINANCING.

See attached file.

THE ABOVE ARE MENTIONED LENDER REQUIREMENTS. NOW A DESCRIPTION IS GIVEN TO RASCO SERVICES.

PART –III RASCO LOAN ORIGINATION SERVICES

1-AREA OF SPECIALIZATION: *Geographic Focus:* South Asia, Middle East and other parts of the world.

Sector/Industry Focus: Agribusiness, Engineering, Infrastructure Development, Textile, Sugar, Cement Industries, Real Estate & Housing projects, Business Development Services, Chemical projects, Fertilizer projects, Financial Management Services, Import/Export, Marketing Management and Hydro Power Projects.

2- PREPARATION OF LOAN APPLICATION.(Preliminary)

RASCO is authorized to submit application as per requirement of the lender. The client or associated consultant will provide complete information.

2.1-3 years audited accounts.

2.2-Completed form 115.

2.3- Letter of authorization from the client in the name of R.A.Sheikh & Co .to arrange loan as per financial plan given in form 115

2.4 - Arrangement of equity or subordinated loan from a USA SME or Bank. In case the sponsor or associated consultant do not have arrangement RASCO will arrange. 10% project Cost value loan can be arranged from USA Bank on the BG of Clients Local bank.

3- Project Summary.

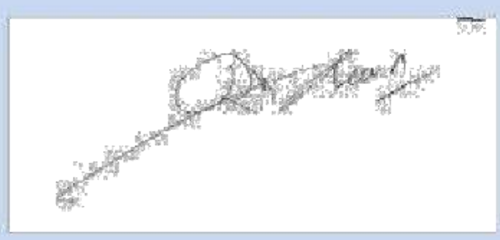
4- PROFESSIONAL SERVICES AGREEMENT

The Client will have to enter a Professional Services Agreement in favor of R.A.Sheikh & Co .A sum of US$10000.00 as retainer fee to be paid AS UNDER

US$2500 (**non refundable)** on signing of PSA and 75% on the approval of Pre-Application but before submission of detail .

5- SUCCESS FEE : Payable from First Installment directly by the Lender from the Loan Amount .The Client will have to authorize the Lender for payment @2% to Rashid Ahmad Sheikh through direct transfer to account No 0120600261

In the Allied Bank limited Madina Town Faisalabad or in any other accounts .



Rashid Ahmad Sheikh

Tuesday, June 08, 2010