

APPLICATION GUIDANCE FOR PROJECT FINANCING

Project Financing – Program XL-PPP

Straight Loan against interest rates

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Dear client partner

Thanks kindly for your interest in our services, in particular for the **IMCI+ Project Financing Program XL-PPP**. Before starting filling up the TAF **Transaction Application**, kindly read carefully this guiding document. **You should only proceed to the filling up of the TAF, if you have fully understood the protocol and the procedure, further also be aligned with them.** If you have questions kindly contact the authorized IMCI+ Business Associate or Partner. They are trained and able to answer any questions and guide you through the application process. IMCI+ cannot guarantee the information you have received by third parties, not associated with IMCI+.

The outlines in this document should help and guide you, before you fill-up the TAF and apply for your loan. Some points will be repeated or illustrated a bit differently in the TAF; however, the information in this documentation should make you feel confident with the overall concept and application process. Last but not least, our associates and partners are at your disposal for the concrete verifications and clarifications.

As many firms in our industry, in the past, we were affected by the misuse of our name, brand, and harmful intentions of third parties. Be aware, that IMCI+ will never ask funds or payments, which are not agreed with the client in advance and signed by a legal authorized director and officer. Further **do not send any Business Plan or confidential information, without having signed previously an NCNDA with an authorized IMCI officer, eventually also including the IMCI Business Associate and or Partner.**

No professional advisor or broker, not associated with IMCI+ is allowed to represent our organization. In case of doubt and suspiciousness, please forward any correspondence exchanged with the subject, to our legal department at legal@imci-group.com. In case of any unlawful activity, we will immediately communicate Interpol and deposit a claim.

As a network of independent consultants and business advisors, IMCI+ has no duty to be regulated by the UK FCA. IMCI+ is not acting as a direct investor or lender. We operate mainly as the facilitator, as a strategic partner and alliance partner, of full regulated entities acting as lenders and investors.

A. ALLIANCE AND SYNDICATE PARTNERS IN THE FINANCIAL SERVICES

The XL-PPP Program is delivered under a strategic alliance with the Plate Company / Golden Crown Group Canada, GCGC/Plate).

This Group is a member of the **United Nations** in the Investment, Marketing, and Procurement Department with UN Number 482814. The Sr. Management of the GCGC/Plate Group is certified utilizing an official certification received in March 2018 in having expertise in the field of International Finance by the **World Bank Group**.

www.platecompany.org
www.goldencrowncanada.com

Our partner is registered in the Banking Directory on the OJ Chamber of Commerce (www.ojchamber.com), located at 40 Wall St, 60th Floor, Trump Building, New York, NY 10005
<https://www.ojchamber.com/memberprofile/banking/platecomapny>

Powered by UN Women (www.unwomen.org)
<https://www.weps.org/companies>

We are also linked exclusively to **Europlaw Group** Incorporation (www.europlaw.com) a fully regulated legal and financial services provider. Further, IMCI+ is linked directly to our preferred bank **Ithuba Credit Corp and Investment Bank**. The Group is structured as follows:

- a. Ithuba Credit Corporation Ltd (www.ithubaholding.com) www.ithubaholding.com
- b. Ithuba Investment Bank & Trust (www.ithubainvestmentbank.com)
- c. Europlaw Project Management (Pty) Ltd that is licensed Project Managers that successfully concluded and finalized projects in South Africa and the African Continent with approximately amount of €1,800,000,000.00 (One Billion Eight Hundred Euros)
- d. Forex Brief (Pty) Ltd is a registered intermediary financial services provider registered with the Financial Services Board (FSB) in the Republic of South Africa
- e. International Paymaster Trustee Services Group Ltd provides trustee services that are registered with the Financial Services Commission (FSC) in the Republic of Mauritius.

We have also a preferred partnership with Linear Investments Ltd.

Linear Investments Limited is authorized and regulated by the Financial Conduct Authority FRN: 537389.
Linear Investments Limited is a member of the London Stock Exchange.
<https://linearinvestment.com/>

B. THE XL-PPP PROGRAM

The XL-PPP Program is designed to finance large projects mainly from 100 Mio US\$ up to 100 B US\$/Euros. Long term Loan, Short term Loan, Public-Private Partnership (PPP), Equity Financing, Debt Financing, Line of Credit and all types of alternative financing are available. **We will consider on a case by case loans between 10 and 100 Mio US\$/Euros.**

1. Key Arguments

- a. Very low-interest Rates (1 – 4.5%)
- b. No contribution or deposit requested
- c. Very fast engagement procedure (within 10 labor days you may get the LOI and terms sheet, after successful pre-Assessment / Desk Valuation)
- d. High Finance Range up to 100 Billion USD
- e. Large selection among 30 Investment banks and 70 financial institutes linked to our syndicate
- f. No restrictions for regions (except Iran and Syria), countries, sectors
- g. The fast materialization of the loan in 70-85 days
- h. Grace period up to 5 years
- i. LOI / Terms Sheet available within 7-10 days

2. Loan/Investment Type

Long term Loan, Short term Loan, Public-Private Partnership (PPP), Equity Financing, Debt Financing, Line of Credit and all types of alternative financing are available. (It could be Negotiable on Face to Face Meeting and process of Site Visit & Due Diligence).

Note: The final investment or loan that can be allocated to proposed projects will be determined after the completion of Due Diligence, checking all details, and a formal site visit.

3. Public-Private Partnership Financing

- a. We don't sponsor PPP's, however, we can fund once the project is fully ready. We are the mandated official representative of an institution that owns 30 banks. Our function is underwriter/originator and we do 99% of the work for them. We are not a broker, and the capital is in place.
- b. In a PPP we start talking to the sponsor to make sure they have put the equity(cash) in the project company so they can get the deal fully ready, cover costs of financing, and anything else the comes up.
- c. The sponsor will introduce the government and the project company principal in the PPP. We don't work in a bid process, they would have to have the PPP contract in place.
- d. The sponsor will set the itinerary for the meetings with the government and let us have a formal exchange of documents with the project company principal so we can issue an LOI to fund deal subject to the onsite visit and due diligence being completed to our satisfaction
- e. If the government owns 100% of the project company, we can engage with them directly, so they can borrow directly, the complete project in house, etc.

3.1. PPP Types

- a. **Operation & Maintenance Contract (O & M)**
A private economic agent, under a government contract, operates a publicly-owned asset for a specific period. Formal, ownership of the asset remains with the public entity. In terms of private-sector risk and involvement, this model is on the lower end of the spectrum for both involvement and risk.
- b. **Build-Finance (BF)**
The private actor builds the asset and finances the cost during the construction period, afterward the responsibility is handed over to the public entity. In terms of private-sector risk and involvement, this model is again on the lower end of the spectrum for both measures.
- c. **Build-Operate-Transfer (BOT)**
Build-Operate-Transfer represents a complete integration of the project delivery: the same contract governs the design, construction, operations, maintenance, and financing of the project. After some concessionary period, the facility is transferred back to the owner.
- d. **Build-own-operate-transfer (BOOT)**
A BOOT structure differs from BOT in that the private entity owns the works. During the concession period, the private company owns and operates the facility with the prime goal to recover the costs of investment and maintenance while trying to achieve a higher margin on the project. BOOT has been used in projects like highways, roads mass transit, railway transport, and power generation.
- e. **Build-own-operate (BOO)**
In a BOO project ownership of the project remains usually with the project company, such as a mobile phone network. Therefore, the private company gets the benefits of any residual value of the project. This framework is used when the physical life of the project coincides with the concession period. A BOO scheme involves large amounts of finance and a long payback period. Some examples of BOO projects come from water treatment plants.
- f. **Build-lease-transfer (BLT)**
Under BLT, a private entity builds a complete project and leases it to the government. In this way, the control over the project is transferred from the project owner to a lessee. In other words, the ownership remains by the shareholders but operation purposes are leased. After the expiry of the leasing, the ownership of the asset and the operational responsibility is transferred to the government at a previously agreed price.

- g. **Design-Build-Finance-Maintain (DBFM)**
"The private sector designs, builds and finances an asset and provides hard facility management or maintenance services under a long-term agreement." The owner (usually the public sector) operates the facility. This model is in the middle of the spectrum for private sector risk and involvement
- h. **Design-build-finance-maintain-operate (DBFMO)**
Design-build-finance-operate is a project delivery method very similar to BOOT except that there is no actual ownership transfer. Moreover, the contractor assumes the risk of financing until the end of the contract period. The owner then assumes the responsibility for maintenance and operation. This model is extensively used in specific infrastructure projects such as toll roads. The private construction company is responsible for the design and construction of a piece of infrastructure for the government, which is the true owner. Moreover, the private entity has the responsibility to raise finance during the construction and the exploitation period. Usually, the public sector begins payments to the private sector for use of the asset post-construction. This is the most commonly used model in the EU according to the European Court of Auditors.
- i. **Design-build-operate-transfer (DBOT)**
This funding option is common when the client does not know what the project entails. Hence he contracts the project to a company to design, build, operate, and then transfer it. Examples of such projects are refinery constructions.
- j. **Design-construct-manage-finance (DCMF)**
A private entity is entrusted to design, construct, manage, and finance a facility, based on the specifications of the government. Project cash flows result from the government's payment for the rent of the facility. Some examples of the DCMF model are prisons or public hospitals.
- k. **Concession.**
A Concession is a grant of rights, land, or property by a government, local authority, corporation, individual, or other legal entity. [Public services such as water supply may be operated as a concession. In the case of a public service concession, a private company agrees with the government to have the exclusive right to operate, maintain and carry out investment in a public utility (such as a water privatization) for a given number of years.

3.2. Procedures on PPP

- a. Submission of complete Application File to IMCI+ Financial Services
- b. IMCI+ Financial Services will run a Desk Assessment of Project and File
- c. Internal Double Check IMCI-Plate/GCCG
- d. Double Check with Banks / Syndicate for obtaining pre-interest
- e. Issuing of LOI / Terms Sheet to Client by Alliance Partners and Syndicate
- f. Syndicate Partners and Project Owner/Client will sign Official Letter of Request of Agreements to start the process
- g. Alliance Partners will visit the Client's Site and run a DD
The Alliance Partners will proceed to the formalizing and modeling, respective to the structuring of the PPP Projects
- h. Signing the PPP Contract
- i. Drawdowns

4. Closing Date

After the successful process of Due Diligence, a formal site visit, and confirmation of all documents, it is an estimated 70-85 days from the execution of this letter and confirmation from our financier and investors bank to pay the total amount or provide a credit line as bank instruments or any alternative for financing.

5. Types of Collateral

The property, Risk insurance, Sovereign Guarantee, Bank Guarantees, SBLC, Cash or savings accounts, Paper investments, Investment accounts, Natural reserves, Blanket Liens, etc. (This matter is negotiable).

6. Projects in need of our EPC services

The terms of starting construction and development will be negotiated alongside the Financing Process, and terms & conditions will be determined on a case by case basis.

C. DUE DILIGENCE

1. What is Due Diligence?

- a. Due diligence is used to investigate and evaluate a business opportunity. The term due diligence describes a general duty to exercise care in any transaction. As such, it spans investigation into all relevant aspects of the past, present, and predictable future of the business of a target company. Due diligence sounds impressive but ultimately it translates into basic common sense success factors.
- b. Due diligence is an investigation or audit of a potential investment or product to confirm all facts, such as reviewing all financial records, plus anything else deemed material. It refers to the care a reasonable person should take before entering into an agreement or a financial transaction with another party.
- c. Due diligence can also refer to the investigation an investor/bank does of a project owner; items that may be considered are whether the buyer has adequate power to get financing for the project, as well as other elements that would affect the acquired entity or the investor/bank after the investment has been completed.

- d. In summary, the duty of the investor to gather necessary information on actual or potential risks involved in an investment. Due diligence is an investigation of a business or person before signing a contract, or an act with a certain standard of care.

1.1. Due Diligence Levels

- a. Accounting, tax, labor and financial audit
- b. Environmental audit
- c. Operations and Internal Process audit
- d. Legal audit (by a local lawyer)
- e. Technology audit (by an Engineer of that sector)
- f. Market audit
- g. Marketing audit
- h. Management audit
- i. Information systems audit
- j. Intellectual Property audit
- k. Insurance audit
- l. Reconciliation audit which links/consolidates the output of the DD with the Valuation Report made during the pre-evaluation service. If necessary, the strategy defined during the pre-evaluation service will be modified and/or updated according to the output of the DD.

For more information please check the following websites:

<http://www.investopedia.com/terms/d/duediligence.asp>

https://en.wikipedia.org/wiki/Due_diligence

2. Why is Due Diligence Conducted?

There are many reasons for conducting due diligence, including the following:

- a. Confirmation that the business is what it appears to be;
- b. Identify potential "deal killer" defects within the project to avoid a bad business transaction and non-financing of the project;
- c. Gaining information which will be useful for valuing assets, defining representations and warranties, and/or negotiating pricing & the interest rate;
- d. Verification that the transaction complies with investment or acquisition criteria;
- e. The Due Diligence phase of a transaction is conducted in the order specified on our checklists and worksheets, to summarize information found in conducting a thorough review to verify the project owner, seller's title and the status of any properties/projects;
- f. Conducting proper Due Diligence may serve as a strong legal defense to any claims after a transaction closes. Due diligence may also reduce legal issues by alerting a purchaser or investor to potential liabilities that can be mitigated in various ways before closing the transaction;
- g. The Due Diligence Forms are used to close a transaction or get financing for the projects, as provided in a Purchase and Sale Agreement;
- h. It often occurs that a project is excellent; however, due to the lack of a few documents, it will not receive funding and will be rejected. Usually, financial institutions and banks will not tell you the problems of your project and the reason for rejection.

2.1. The following points will be subject of the Alliance Partner's visit and DD

- a. Business Plan
- b. Management
- c. Suppliers
- d. Clients
- e. Bank Relationship
- f. Infrastructure
- g. Location
- h. Staff
- i. Technology
- j. Culture
- k. Legal
- l. Solvency - Debt
- m. Repayment Capability
- n. Board of directors / Owners
- o. Financial Situation / Key Parameters
- p. Marketing - Image

3. Who Pays for Due Diligence?

- a. The loan process often does not proceed beyond the point where the lender/investor notifies the loan seeker that the borrower will have to bear the costs of performing due diligence on the loan evaluation.
- b. Commercial Loans Funding is a more complicated process than getting working capital for small businesses. You, the loan seeker, are asking lenders/investors to risk their money on your project. The lenders/investors expect you to come into the transaction with a strong financial statement, experience in the related business, and collateral to secure the loan.
- c. Some are legitimate costs incurred in processing your loan application. You must be realistic here. It will cost money for a lender/investor to thoroughly evaluate your commercial loan proposal.
- d. The lenders/investors are not going to pay these costs for you. You, the loan seeker, are expected to be financially capable to pay any due diligence costs incurred, for the lending process to continue.
- e. IMCI may take the direct risk of the payment base by case, under particular conditions. Keep in mind that the DD is not a request from IMCI, but from the syndicate and part of the protocol established by the group of banks, we are working with. Consider the DD as a value-added to the financial application. In certain cases, we even do support you in modeling (for deals over 100 Mio US\$/Euros) the Business Plan, in the way the deal is more easily accepted.

4. Why Can't The Loan Seeker Pay The Due Diligence Fees At The Close Of The Loan?

- a. The investigation and evaluation of your loan application may often require travel to your project site, meetings, appraisals, permits, legal fees, etc. Third parties, such as appraisers, accountants, architects, consultants, engineers, lawyers, surveyors, and government officials are needed to accomplish these tasks. Each one of these professionals has to be paid for their work at the time the work is completed.
- b. +Look at it from the lender/investors' perspective. If they review hundreds of loan proposals each year and the cost of evaluating those proposals ranges from \$50,000 – \$200,000 per loan proposal, you can see that bearing those costs could not be sustained by any lender/investor.

5. Due Diligence is no upfront fees

- a. Some entities and individuals seeking finance today communicate us in their initial correspondence that they are not willing to pay ANY fees for the professional services that we are about to perform for and on their behalf. It is the client or project owner seeking financing and they must provide all relevance and evidence that the deal/project is feasible and bankable.
- b. IMCI+/Plate/GCGC will not enter into any discussion where such professional services are requested to be performed for free, or imperatively at the costs of the Alliance Partners and even from our banks and financial institutes.
- c. Due diligence is a process undertaken by companies directly or that will and must take before venturing into business with a new client. It is a standard method used to investigate a business or individual before the execution of contracts. It is the first step taken in a process to enable us to protect the investor's current or future intellectual property, confirm facts while safeguarding his company's reputation. It encompasses a wide variety of investigative techniques that include local and global searches of public records utilizing in-depth discreet, professional techniques.
- d. Applicants seeking financing must bear the cost of their processing as companies are not able to financially bear the burden of each applicant desirous of conducting business.
- e. Due Diligence IS NOT AN UPFRONT FEE to secure any type of transaction. It is a non-refundable legal obligation borne by the proposed borrower (in an investment situation) or shared by parties in other non-investment situations as they so desire.

If an applicant desires to obtain a loan or investment from IMCI+ and our investors, it is the sole responsibility of the client to pay for this undertaking. Once the investigation has commenced, there can be no refund of due diligence fees.

Due diligence is costly in its own rights as it can sometimes involve travel, photography, drawings, in-depth investigations, and meetings – a way of preventing unnecessary harm to the investing party.

Can an Investor assume the Due Diligence undertaking for a prospective client? It is utter nonsense for an individual or company to contemplate that a lender or investor will bear the financial responsibility of his or her undertaking. An attorney will not pay the cost to represent a new client and an investor will not assume the responsibility undertaking of a prospective borrower.

5. Due Diligence Fee (Retainer Fee) in our alliance partners

In accordance with our policy, the Due Diligence Fee acts as a Retainer Fee. The only purpose is to receive this fee from the project owner as performance security and for better time/transaction management.

Note 1: Our alliance partners will refund the Due Diligence Fee (Retainer Fee), after receiving the Advisor's Fee/Consultant Fee, in case of the successful closing of the transaction(s), Loan Agreement and investment with financing partners of IMCI-Plate Ltd.

- a. **For projects from \$10M to USD 49M, the Due Diligence Fee is USD/Euros 25,000**
 (USD/Euros 12,500 paid on signing of the LOI, and USD/Euros 12,500 paid when the borrower is notified that the Due Diligence Report is ready to be shared with the borrower)
- b. **For projects from USD 50M to USD 99M, the Due Diligence Fee is USD/Euros 50,000**
 (USD/Euros 25,000 paid on signing of the LOI, and USD/Euros 25,000 paid when the borrower is notified that the Due Diligence Report is ready to be shared with the borrower)

- c. **For projects from USD 100M to USD 50B, the Due Diligence Fee is USD/Euros 250,000**
(USD 125,000 paid on signing of the LOI, and USD/Euros 125,000 paid when the borrower is notified that the Due Diligence Report is ready to be shared with the borrower)

6. Special Notice about the first site visit (project inspection) during the Due Diligence

- a. After receiving the full package(s) for the project(s), the owner of the project should invite us for a face to face meeting, a physical site visit for the project(s), and the signing of all required contracts. The owner of the project also has to sign a confidentiality/non-disclosure / non-circumvention agreement, to protect mainly their interests at this early stage. We ascertain beforehand whether a project is worthwhile to pursue, as we do not wish to waste each other's time.
- b. The site must be visited and ownership must be proven by the applicant.
- c. We must meet the Client on-site (a legal verification requirement).
- d. The first site visit, by at least two of our senior executives, remains mandatory for legal reasons and serves to:
 - a. Meet the client, as well as any partners or management teams, and physically verify the accuracy of the project ideas proposed.
 - b. View the site(s) and its surroundings with the client.
 - c. Meet local officials and to ascertain to what extent this project is known and welcomed.
 - d. View all plans/studies/documents/drawings/tests/surveys, as completed and are available, and enquire about planning & building laws enforced locally.
 - e. Confirm all future procedures/timings/requirements with the client, as well as assisting in determining the future development costs and timing issues.
- e. Many general project questions cannot be answered UNTIL WE HAVE MET AT THE SITE VISIT. We are unable to deviate from this procedure.
- f. After completion of a site visit, we will issue a written Observation Report, free of charge, summarising all our findings and outline moving forward.
- g. At the site meeting, we aim to meet the executives, view the site, meet local authorities, etc, and thus form a definite view of how to recommend to the client to proceed. We also look carefully at the proposed future management structure. All in all, we verify the client's position, the project's existence, and past statements made by the client, employing our written meeting agenda issued beforehand.

7. Pre-Assessment and Desk Valuation (Engagement Phase) run by IMCI

- a. IMCI+ must run a pre-assessment and desk valuation during the engagement phase. This is a key initial part of the procedure. For this IMCI+ relies on the full set of documents requested in this file, further to one or two video calls with the Client and the Investor.
- b. Only after IMCI+/Plate receive the pre-acceptance from the Investor, we will proceed to a further desk-valuation and final Financial Service Agreement. This agreement shall stipulate the overall service of and engagement of IMCI+ unilaterally in the funding and the project itself.

The IMCI+ Desk Valuation will consider the following elements:

- 1) Business Plan
- 2) Management
- 3) Suppliers
- 4) Clients
- 5) Bank Relationship
- 6) Infrastructure
- 7) Location
- 8) Staff
- 9) Technology
- 10) Culture
- 11) Legal
- 12) Solvency - Debt
- 13) Repayment Capability
- 14) Board of directors / Owners
- 15) Financial Situation / Key Parameters
- 16) Marketing - Image
- 17) Application Set Complete

During this phase, IMCI+ will also evaluate its interest in supporting the client with the costs of the DD, against a stake of shares.

- a. Thereafter, IMCI+ will discuss with its Alliance Partner, the set and recommendations, obtaining of the selected bank (s) / investor the first expression of interest. The Alliance Partners will issue an LOI and related Terms Sheet and proceed upon signing and the first stake of the DD, to the local visit of the project.
- b. IMCI+ will request a capped success based (only after the first drawdown by the investor is executed) payment of €20'000, for tasks and responsibilities covered by IMCI+ Financial Services during the engagement and execution phase,

1. Origination Work (IMCI+ business associate/partner)
2. File Setting
3. Desk Assessment
4. Investor Double-Check
5. Pitch Call with Client
6. Pitch Call with Alliance/Investment Partner
7. Negotiating Pre-Acceptance from Alliance/Investment Partner
8. FSA Final Service Agreement
9. Background work with Alliance and Investment Partner
10. Closing File / Engagement Phase

8. Required documents for the process of Due Diligence and preliminary review

- 1) TAF Transaction Application File signed, completed.
- 2) Detailed Business Plan
- 3) Financial Overviews (Balance Sheets, Reports, Planning, Forecast, Scenarios)
- 4) Audited balance sheets last three years
- 5) Bank Extract Accounts
- 6) Evidence of Guarantees
- 7) Solvency Certificate
- 8) Tax payment certificate
- 9) Mercantile register / companies house / governmental register of your company
- 10) KYC - CLIENT INFORMATION SHEET with all related information
- 11) CV of the Management and the Board of Directors
- 12) Board resolution for engaging IMCI+
- 13) LOI and alignment in respecting procedures, inclusive paying DD

Note 1: Upon receiving the remaining above-mentioned documents, a successful desk valuation, the signing off of the IMCI+ Financial Service Agreement and a double-check with our syndicate investment pool, the Alliance Partners will issue an official LOI (Letter of Intent involving a Summary of Terms and Conditions of the Process of Financing by Plate Ltd.) within seven days. Furthermore, the documents need to be thoroughly reviewed by our experts.

Note 2: The text of the LOI has not been written by our choice or to our taste, rather by our financial partners. When you sign the LOI & any other agreements, they will be archived and sent to our financial partners/banks.

Note 3: A company must be licensed to issue an LOI with contracts signed between financial institutions and/or banks and the company, or the company is an official representative of the institutions. Issuing an LOI is illegal without having any valid, legal agreements between the company and financial institution and/or bank.

9. Indicative Financial Terms

Success fees

- a) 10 Million – up to 250 Million with fees of 3-5%,
- b) 250 Million – up to 1 Billion at 2-4%
- c) 1 Billion and over 1.5-2.5%

The final success fees will be released from the Investor (s) with the final loan agreement, after the submitting of the DD report and full application set.

The success fees are shared by the two parties of the Alliance and paid by the Investor or Investor pool involved in the loan. It is added or deducted from the loan.

Further

Board Seat

IMCI will request a board seat in the project company

Shares

IMCI may request a combination of shares with the fees.

Advisory

We follow the ASCO/FEACO range. Our daily fees are in the range of €3'000 per day.

10. Advantages of working with the Alliance Partners IMCI+/Plate-GCGC in the field of Project Funding

- 1) Our methodology, knowledge, and expertise have been confirmed and endorsed by the world's most prestigious international organization, the United Nations, also our access to real financial resources. So you can proceed without worry with us.
- 2) Due to our signed contract and our network, you will have access to more than 30 banks and 70 financial institutions in the world, whose capital is well over a few trillion dollars. Working with us will increase your chances to receive financing compared to companies that only work with one bank or several financial institutions. At the time of the due diligence process, if you need any additional documents or your documents are incomplete and require additional information, we will guide you to complete/better prepare your documents before presenting them to our financial partners/banks.
- 3) According to our access to huge funds, once we receive the required documents by the project owner, the Alliance Partners will issue an official LOI (Letter of Intent involving Summary of Terms and Conditions of Process of Financing within (7) seven working days, whether the project value is US\$/Euros 10 million or US\$/Euros 100 billion.

A. GENERAL INFORMATION

1. IMCI+

IMCI Group International Ltd. (IMCI+) is a London based network of top high-end advisory professionals, with Swiss roots going back to 1998, as the founder and global CEO, Mr. Nelson M Peña, started his career as interim manager and strategic advisor. In 2004 he founded the company in Switzerland as IMC Peña, (Integrated Management Consultancy) as a single proprietorship firm. In 2010 he launched the group as IMC Intl., initially as a network organization of premium-level professionals, with 16 associates in 10 countries and five business lines. In 2016 the company developed his vision 2020 around a rebranding and shifting the network into a corporate business, along with the vision 2020-2025. Over time IMCI+ has become a fast-growing and a truly international business advisory group in M&A/Corporate Finance.

IMCI+ supports clients in developing and implementing tailored strategies, and in restructuring and expansion activities. We also act as directors and business coaches to the board and Sr. Management. Through our division of corporate finance, IMCI+ is focusing on project financing on projects of 10 Mio US\$ /€ up to 100 Billion US\$/€. This combination of corporate finance and corporate consulting state of art has made of IMCI+ a very successful firm and unique in its market positioning.

Since 2010 we have incorporated high-level Private Equity Professionals, Investment Bankers, and Asset Managers with a proven track industrial record. Together, the network team has closed more than 250 investment deals with a value of over 15 Bio. €, all over the world. Combined with ca 600 advisory assignments. IMCI+ is represented in all five continents, in over 60 countries and led by an international partner board and supported by a strong network of business associates and cooperation partners.

Through IMCI+ Consultancy we do restructure and develop the business of our clients, supporting them to be more profitable and sustainable growth. For firms looking for expanding their business into other regions or globally, or to enter new markets in general, we can propose international task forces of experienced interim managers, advisors with executive management and project management profiles. This eventually in cooperation with our corporate finance services.

In 2016 and 2018 IMCI+ was shortlisted for nomination as “Best International M&A Advisory Partner – Global 2016 and 2018” by Capital Finance International www.cfi.com. We hold since 2013 two TV shows at the Swiss Financial TV – Dukascopy TV in Geneva.

In 2019, IMCI+ has signed a fiduciary agreement with a Swiss-European Private Equity / VC /Investment structure, which alone is Switzerland closes funding projects in the value of over 1 Billion Euros and an overall transactions volume in 2018 of over 3 Trillion US\$. Further, we signed a strategic alliance with Brainforce International in Zürich, one of the largest interim solutions providers in Europe.

In 2020, IMCI+ became a syndicate partner of the large group backed by 70 banks and offering XL funding services up the size of 100 Billion US\$. We also are preferred partners of Linear Investment Services in London and exclusive partners of Euoroplaw Global (a worldwide reputed legal and financial services provider). The same year we launched the Joint Venture Investment Partnership Program (JVIPP), offering investment partners joining IMCI+ as shareholders in our new structure.

2. The TAF Transaction Application File and Procedures

- a. The TAF document looks extensive and will take you probably some time to fill it up, however; it has been elaborated from a purely practical perspective and converted into a “manual” for facilitating the best procedure possible. It gives you key information which you absolutely must know, proceeding to key answers you should answer positively and complete, entering into the material project description, and finalizing by some indicative references and terms. Further feel free to add, insert figures, diagrams, designs, anything you consider valid. Most important, however, is that the information requested by IMCI+ is there.
- b. For this document to obtain validation from IMCI+ and our lending parties, it must be accompanied by different documents and the client's signature and the one of your IMCI+ associate / Partner. For the application, please send 1. One PDF version was signed and 2. One-word document version non-signed.
- c. It is important your IMCI+ associate/partner, guides you through at the earliest stage. **Please avoid, sending us (Financial Services) fraction emails or text or fractions of your business case**, asking if we are interested. IMCI is only interested in receiving complete, feasible, and bankable deals. Due to the high number of applications per year, we cannot enter into partial correspondence. We take our job seriously and request the same from our client in the application process. The better the quality of your application, the more successful it will be.

- d. Our Financial Service Team must make sure all documentation is complete, hold a first pre-evaluation, followed by a video call with you, then running a desk valuation from our experts, edit a teaser, and presenting the official application to our investor in a perfect format.
- e. We wish to stress out that the TAF (Transaction Application File) document will be forwarded to the Lending party as a base info document. So we need your help to respect the protocol and avoid misunderstandings and loss of time. The IMCI+ Associates / Partners as the engagement party are responsible to support you in the initial application process. So please do not doubt to ask questions and support.
- f. This document should be sent or handed over to you, along with our standard **client service terms, indicative terms and conditions for Program XL-PPP**, the IMCI+ **NC-NDA** under the International Chamber of Commerce format, our **code of conduct**, and the **EU GDPR policies**.
- g. We experience occasionally that clients request to accept their jurisdiction or NDA. We may do this, but ONLY, for the first application phase, by which the client submits his information. In any case and without discussion, IMCI+ will not submit any investor information or start the pre-Acceptance process; neither sign the Financial Service Agreement if the client has not signed the international IMCI+ NC-NDA format. At this moment, any previous agreements are obsolete.
- h. Keep please in mind that the application guidance, the TAF, and terms may experience changes along your application process. In such cases, we will only engage with the very last version.
- i. Please in no case; do not send any Business Plan or personal information, not having signed an NCNDA with an authorized IMCI Officer.

3. Timeline

You can expect from us that upon receipt of the full application; you will receive a first official reply within 72 hours. And upon positive desk valuation, a positive pre-acceptance within 4 days, you can expect the legal binding LOI, inclusive Terms sheet within 7-10 days ca. and the first drawdown into your company ca. 70-85 days later (after the finalization of the Financial Service Agreement, LOI/Terms Sheet, Due Diligence, the signing off of the loan agreement, opening of the Escrow Account. So from the time, you present the completed application, until the funds are in your account, you should calculate ca. 10-12 weeks.

B. IMCI+ APPROACH AND the IMCI+ PROJECT FINANCING PROGRAM

1. **The IMCI+ XI-PPP approach is laid on the perspective of the banking industry. The terms of the legal binding LOI / Terms Sheet will rely first on the IMCI+ pre-assessments, desk evaluations, and report/recommendation. Further, it relies on the further Due Diligence run by order of the investor through the IMCI+/Plate Alliance, with potential involvement of a big four. It further relies on the market money terms and insurance terms (considering the country, region, and business risk), which will be applied at the moment of the issuing of the financial terms and agreements. Said this, it is obvious, that such terms, cannot and will not be disclosed in the origination and engagement phase. As just impossible.**

IMCI+ will not comment or qualify deal presentations received by text messages or email. It will only enter into a discussion upon receipt of the full application set as herewith illustrated. IMCI+ has no duty to submit the client any concrete financial terms at this point, neither to disclose the concrete profile and identity of the lending party.

2. **IMCI+ will only engage in complete, feasible, desk-audited, and pre-accepted deals from our investor. This means after having received the TAF and all relevant documents, we will operate a first pre-assessment, holding a video pitch meeting with the client, and then will clarify if the deal is feasible and interesting to our investor. Upon obtaining of the Investor's Pre-Acceptance, IMCI+ will ask you a declaration on alignment and interest for proceeding and request the official Financial Service Agreement. Thereafter, we shall run a deeper desk valuation, before finally submitting to the investor the full application set, inclusive report, and teaser for the obtaining of the LOI/ Terms Sheet.**
3. There are no geographical or industrial restrictions, except armed conflict zones and countries listed on the United Nations Security Council Sanctions List. The list excludes Iran and Syria.
4. **IMCI+ is financing projects' only ON SUCCESS and VALUE. The success is measured at two phases: 1. Engagement Phase and the 2. Execution phase. The Value is the quality job, the advisory, and the business coaching, the modeling of the solution, the intermediation, and coordination with the investor and the project management.**

a. In the Engagement Phase: IMCI+ will invest significant time and resources in the application assembling, pre-assessment, and desk-evaluation, further in editing a teaser and application and in the presentation of the file in front of the investment committee. **The result is TWO:** 1. The Pre-Acceptance of the Project and 2. The LOI/Terms Sheet. The legal binding LOI/Terms Sheet is the official binding engagement agreement by the investor to finance the project, assuming that the final Due Diligence fails positive.

- **For this first success phase, the client shall pay IMCI+, a capped €20'000 to be paid with the first drawdown.** Any extra advisory or management services granted in this phase will be compensated in agreement with the client at €3000 per day, exclusively hospitality and trip expenses. The costs of the additional services will be paid in advance.

b. In the Execution Phase: IMCI+ will coordinate all further steps with our Alliance Partner, finally also the materialization of the funds and the related drawdown into the project. For the materialization of the funds, the Alliance Partners will obtain the agreed success fees directly by the investor. The success fees for this operation will be divided by both parties. IMCI+ will agree on a side contract with any side services and engagement. This can be shares and a director seat, or further advisory or project management services.

Further: IMCI considers two side policies in the process

1. Interruption of the process through the client during the execution phase: If during the execution phase (after the client has signed the LOI, the DD executed and delivered, the deal accepted by our investor (s) and before the first drawdown payment) the client decides to abort for any reason, at this moment a compensation of 0.5% (but minimum €100k) of the agreed fees must be paid by the client. If such an occurrence will happen the client is irrevocably and without exception obliged to pay this compensation under submission note from our lawyers.

2. Extra advisory work: IMCI+ is applying the FEACO / ASCO fees recommendation. Any advisory requested will be quoted separately with or within related chart documentation. The base fee is €3'000 per day.

5. **IMCI+ will always allocate a Sr. Officer to the DD team, which will be run under the lead and supervision of Plate Companies Ltd. The costs structure is as follows:**

For projects from USD 10M to USD 49M, the Due Diligence Fee is USD 25,000.

(USD/Euros 12,500 paid on signing of the LOI, and USD/Euros 12,500 paid when the borrower is notified that the Due Diligence Report is ready to be shared with the borrower)

For projects from USD 50M to USD 99M, the Due Diligence Fee is USD 50,000

(USD 25,000 paid on signing of the LOI, and USD/Euros 25,000 paid when the borrower is notified that the Due Diligence Report is ready to be shared with the borrower)

For projects from USD 100M to USD 50B, the Due Diligence Fee is USD 250,000

(USD 125,000 paid on signing of the LOI, and USD/Euros 125,000 paid when the borrower is notified that the Due Diligence Report is ready to be shared with the borrower)

IMCI+ may cover the costs case by case and under particular to be agreed terms.

6. **We always look for a long-term relationship and partnership with the client and partner. This means the main scope of our engagement goes beyond technical financing.**

C. THE PHASES

C.a.. The APPLICATION PHASE

- 1. This TAF shall be introduced to the client only by an authorized official IMCI+ associate and partner. The client shall avoid starting the application procedure upon submitting of a third party broker or advisor not linked to IMCI+ Group Intl. Ltd. The TAF must be filled up fully and signed by the client and the engagement party (IMCI+ associate and partner), before submitting it to IMCI+. Please avoid pre-sending SMS texts, emails, or summaries asking for a pre-evaluation or technical question on terms. You should also NOT in any case provide any personal information or Business Plan, without having signed an NCNDA with an authorized IMCI+ Officer.**
2. Please make sure the TAF is fully completed and all questions are answered.
- 3. IMCI+ will not consider any application if this set of information is not fully and completed provided to IMCI+. Send please the one version of the TAF in a word document (unsigned) and another in PDF signed by the client and the engagement party (IMCI+ associate).**
4. We will always require a board resolution, signed by the CEO, the Chairman (if not the same person), or one of the Executive Directors of the Board. With your signature, you are confirming being aware of our terms, parameters, protocol, and the structure of how we do proceed. Further also engaging the IMCI-Plate Alliance for facilitating the financing. This board resolution must be forwarded to IMCI+ as part of the application set and is the expressive will to apply in the best faith and will for our financing program.
- 5. The authorized IMCI+ business associate or partner is there to support you in the filling. Particularly the key questions are important to be answered.**
6. Once the client has expressed serious interest in our financing model and before he wishes to submit all documents and the TAF, we will forward the IMCI+ signed NCNDA (International Chamber of Commerce format)-The NCNDA will be signed by the IMCI+ CEO or the VP Administration Officer. In any case, the IMCI NCNDA document must be signed before the pre-assessment of the project starts.
- 7. Further, kindly consider our GDPR privacy policies. The client receives a written example with the TAF and with the invitation to visit our site for further information. Further, make sure, you have received as well our Client service terms (client version), the Code of Conduct, and our Grand Corporate Finance presentation.**

8. The client is expected to have understood, being aligned with the content of the TAF, the XL-PPP program, and accepted our protocol, as well the Client Services Terms, before signing this TAF.
9. **IMCI+ will only accept filled and signed TAF, included the BPL, POF, and or BG copies. The application set contains:**
 - ✓ TAF Transaction Application File signed, completed.
 - ✓ Detailed Business Plan
 - ✓ Financial Overviews (Balance Sheets, Reports, Planning, Forecast, Scenarios)
 - ✓ Audited books last three years
 - ✓ Bank Extract Accounts
 - ✓ Evidence of Guarantees
 - ✓ Solvency Certificate
 - ✓ Tax payment certificate
 - ✓ Mercantile register / companies house / governmental register of your company
 - ✓ KYC - CLIENT INFORMATION SHEET with all related information
 - ✓ CV of the Management and the of the Board of Directors
 - ✓ Board resolution for engaging
 - ✓ LOI and alignment in respecting procedures, inclusive paying DD

Important: The TAF must be filled up under the consideration of the REFERENCE COMPANY, which will receive the funds and is looking for funds to be invested in whatever project or for whatever scope. The client can insert the targeted project description in this TAF. But most important is to have the overall overview of the Reference Company or group, the impact of the funds, and the handling of the project or projects to be financed. Consequently, the BPL and summary must be related to the reference company. the loan and the repayment of the loan in monthly or QT terms.

C.b. The DESK APPLICATION PHASE

The following tasks and responsibilities are covered by IMCI+ Financial Services at this point, without been paid in ADVANCE, but only on the final success of obtaining the funding. The costs for this phase are €20'000 to be paid with the first drawdown.

1. Origination Work (IMCI+ business associate/partner)
2. File Setting
3. Desk Assessment
4. Investor Double-Check
5. Pitch Call with Client
6. Pitch Call with Alliance/Investment Partner
7. Negotiating Pre-Acceptance from Alliance/Investment Partner
8. FSA Final Service Agreement
9. Background work with Alliance and Investment Partner
10. Closing File / Engagement Phase

1. **The Financial Service Team will evaluate the application set. First if complete and secondly, the feasibility of the project.**
2. We will proceed to a re-evaluation of the deal and may contact the lending party or the client if further information is necessary.
3. **If the client covers the essential parameters, the deal looks feasible and interesting, has delivered the information requested, we usually can give a pre-notification within 72 hours. This notification will occur by an official letter through our Financial Services.**
4. If positive, we will arrange a video conference (pitch call), in which the CEO, the CFO, the Chairman, or a second Executive Director should take place.
5. **The client will have the opportunity to present the project and ask questions.**
6. IMCI+ will at this point design the big lines of the financial solution. We also will advise how to finalize the application, sometimes adjusting also the application strategy and the structure behind.
7. **Upon agreement and alignment, IMCI+ will forward an email stressing out the big lines of the engagement.**
8. If the client is aligned, we will proceed to the Engagement Phase (Financial Service Agreement).

C.c. The ENGAGEMENT PHASE

- 1. After the Pitch Video call**, we will request from you to confirm by email your alignment and a second board resolution that the proforma Financial Service Agreement is accepted and ready to sign and to engage IMCI+ /Plate for facilitating the financing.
- You are aware that the final exact terms, will be submitted by the investor directly through the Loan Agreement / Terms Sheet. This after a successful Due Diligence.**
- IMCI+ will only engage in deals, we are convinced and have overcome the desk valuation and of which we have a minimum of 80% certainty to obtain the final financing. The remaining 20% will depend on the DD and the final decision of the Compliance/Risk Management of the selected bank or financial institute.
- Upon acceptance by the Lending party and agreement of our Alliance Partner, we will then change the status of proforma into "Financial Service Agreement", which will be signed by IMCI+ and the client.**
- The Financial Service Agreement is an engagement and assignment of IMCI+ to facilitate the LOI/ Terms Sheet from the Syndicate Partner, who acts as a direct underwriter. Herewith we close the first success base of the Engagement.
- The achievement of obtaining the LOI / Terms Sheet from the Syndicate Partner is the very key part of the Process. At this moment, the client has the legally binding confirmation that the project is intended to be financed, under the terms presented in the terms sheet and assuming that the Due Diligence. is positive.**
- The final decision to accept the terms of the investor is in the hands of the client.**
- In certain deals, the insurance company or the investor may request technical due diligence, out of the expertise of IMCI+. This will be communicated by the lending party.
- Only official officers, visible on our website and authorized by the board of directors, will negotiate and engaged terms with the client and with the Syndicate Partner/Investor. No associate, partner, or cooperation partner is authorized to represent, discuss, or agree on our engagement terms on behalf of IMCI+ Group Intl. Ltd. and its Syndicate Partner.**
- Our company will not submit the final application file to the Syndicate Partner; respectively facilitate the LOI/Terms Sheet, unless the project has being pre-audited by the Financial Service experts.
- IMCI+ will never ask you in the project financing deals, UPFRONT fees for now direct services or advisory. We are working with a mix of retainers, shares, assignments, advisory, and success fees. IMCI+ is operating only on success and value-based.**

e. The EXECUTION PHASE

- This phase is mainly a corporate and formal framework, where the DD is run and under the final acceptance of the deal by our banks and financial institutes, the in which both parties (the client and the lender) will finalize the discussion from a practical and corporate point of view**
- In concrete, the client will receive the Loan Agreement and Final Terms Sheet, soon after the DD report and the whole application file is submitted to the investor. After the execution of the Loan Agreement / Terms Sheet, the escrow account will be opened and the first drawdown will be materialized.
- IMCI+ will be assigned as an Executive Director. In case of a share agreement, the agreed shares stake transferred.**
- The success fees released by the investor will be divided between both Alliance Partners.

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Liability Disclaimer. It is understood that IMCI Group Intl. Ltd. shall not be responsible for the acts or omissions of the Investment party or the client. These guidelines are a result of a protocol signed with the Alliance Partner and the banking syndicate. The client is aware and acknowledges that this document serves only as indicative information and only the final Loan Agreement / Terms Sheet and the direct documentation engaged with the investor, is conclusively relevant for the funding process and that the ultimate success, relies on the final negotiations and discussions between the client and the investor. It is also understood that IMCI Group Intl. Ltd. cannot give any guarantee on the financing of the project.