

Project Funding & Acquisition Opportunity:

A Comprehensive Overview

This presentation details a structured funding and acquisition process for high-value projects, offering a clear understanding of the needs, obligations, and requirements for potential clients.

1. Executive Summary

This offering provides a cash-backed, institutional-grade liquidity solution for owners and operators of high-value businesses and assets. Through the acquisition of the asset, the buyer funds the project's capital expenditure (CAPEX) needs, taking full control and ownership, and agrees on a revenue share scheme with the seller. This process delivers fast, secure, and bank-compliant capital to qualified asset holders via a Structured Certificate of Deposit (SCD) backed by USD reserves at a top-tier bank. Funds are delivered through a formal escrow process, ensuring simultaneous exchange of value.

2. Purpose and Scope of This Offering

This is a private, non-solicitation offer to engage in the structured acquisition, financing, or monetization of qualified assets. It is designed for entities seeking to:

- Monetize valuable business or energy-related asset holdings.
- Raise capital through non-dilutive, cash-backed funding instruments.
- Obtain immediate liquidity for development, expansion, or recapitalization.
- Exit ownership through an acquisition or transfer to a Special Purpose Vehicle (SPV) formed and owned by the acquirer.

This offering is a direct proposal to engage in the structured acquisition, financing, or monetization of qualified assets in exchange for liquidity secured by a fully funded SCD.

3. Transaction Structure Overview

The transaction is structured around the issuance of a Structured Certificate of Deposit (SCD) and a robust escrow and Delivery Versus Payment (DVP) execution process.

3.1. SCD Issuance

The acquiring entity issues an SCD backed by USD reserves held at a top-tier world bank. The SCD represents the commitment to pay or fund the seller. SCDs may be issued in denominations from \$50 million to USD 5 billion, each with guaranteed high-yield interest payments secured by a separate top world bank.

3.2. Escrow and Delivery Versus Payment (DVP) Execution

The SCD, Proof of Funds (PoF), asset documentation, and all commitments are placed into escrow. Upon successful transfer of title or contractual interest in the asset(s), the escrow agent releases the cash or SCD to the seller via a DVP mechanism, ensuring simultaneous exchange of value and reducing counterparty risk.

3.3. Escrow Timing

Funds and/or SCD instruments are delivered within 24–72 banking hours of full execution of definitive agreements.

3.4. Top World Bank Involvement

The bank holding the cash that backs the SCD is distinct from the institution underwriting the high-yield interest payments, providing a multi-tiered guarantee structure with global financial institutions.

4. Seller Obligations and Asset Contribution

To facilitate a smooth and successful transaction, the seller has specific obligations and must provide certain asset contributions.

4.1. Commitment Fee

A 1% Commitment Fee, based solely on the Phase I Acquisition Facility, is paid by the seller at the time of closing. This fee serves as formal consideration and establishes a binding engagement. This fee is fully refundable by the escrow attorney in the event of non-performance by the acquiring entity.

4.2. Closing Requirements

The following documents and information are required before closing:

- Final executed business plan.
- Asset title, contracts, or rights.
- Closing balance sheet and/or pro forma financial forecast.
- Certified asset valuation reports or appraisals confirming the fair market value of assets or collateral to be transferred.

4.3. Closing Costs

Closing costs shall be paid by the seller in the amount of \$50,000 USD per USD 50,000,000 of the transaction value.

4.4. SCD Settlement and Account Requirements

The seller may be required to open a securities wealth management account capable of accepting a bank-grade Structured Certificate of Deposit (SCD) issued by the acquiring entity.

4.5. Liquidity Pathway

The initial transaction—the closing conducted in escrow and issuance of the SCD—constitutes the primary liquidity event. This closing crystallizes liquidity by delivering the SCD, a direct, negotiable payment instrument fully representing cash or cash equivalents. The SCD may be used immediately to clear and settle debts, obligations, or leveraged in financial transactions. Post-acquisition activities focus on generating fiat currency disbursements by monetizing or converting the acquired assets and structured instruments.

4.6. Eligible Transactions

Eligible transaction formats include acquisitions, structured finance arrangements, promissory notes, convertible debt, and other contractual forms involving the project or target company.

5. Asset Ownership and Post-Acquisition Structure

Upon closing, the acquiring entity will assume 100% legal and registered equity ownership of the project and any associated entities.

5.1. Special Purpose Vehicle (SPV)

Where applicable, the acquiring entity will form and own an SPV to operate the asset. In other scenarios, the acquiring entity may hold a controlling interest via ownership assignment, lien, or contractual rights. All structures include full title segregation, risk management, and insurance.

5.2. Beneficial Ownership of Seller

Despite the full legal transfer of ownership, the seller shall retain a defined beneficial ownership interest in the project of up to 49%. This beneficial interest entitles the seller to:

- A share in distributable profits, calculated after taxes, operating expenses, and debt service, on a pro rata basis with any other profit participants.
- Access to certain project information and reports, including quarterly financial statements and project updates.
- A right to participate in strategic discussions.
- Other entitlements as described in the beneficial ownership agreement or future documents.

5.3. Post-Acquisition Transition Obligations

Following the closing, the operating company and its existing management team shall continue to operate and manage the company as-is for sixty (60) calendar days. During this transition, they must cooperate fully with the acquiring entity, manage the business responsibly, refrain from material changes without consent, and remain responsible for operational expenses.

5.4. Governance Role Disclaimer

The acquiring entity will assume a governance and oversight role, including strategic direction and performance monitoring. However, it will not participate in or be responsible for the day-to-day operations, management decisions, or routine business functions of the acquired entity. Operational autonomy remains with the existing management team or designated operational leadership.

6. Escrow Process and Governance

All documents, instruments, and confirmations are submitted to an approved third-party escrow custodian. The escrow agent confirms receipt of:

- Structured Certificate of Deposit (SCD).
- Declaration of Cash Backing the SCD.
- Asset transfer agreements and exhibits.
- Escrow Agreement + Instructions.

7. Key Definitions

- **Acquisition Price:** The agreed amount payable for the equity and assets of the asset by the transfer of all shares/assets to the acquiring entity by the seller.
- **Admin Hold:** An administrative hold account established at a Tier-1 London bank for holding Development Capital funds generating interest.
- **Closing:** The date on which (a) all shares of and assets are transferred by seller to the acquiring entity; (b) Commitment Fee 1 is paid by seller to the acquiring entity; and (c) all Closing Deliverables are delivered to escrow.
- **Commitment Fee 1:** Initial fee of 1% of acquisition costs, plus \$50,000 USD/\$50mn in Closing costs payable at Closing.
- **Commitment Fee 2:** Secondary fee for development costs, payable from Admin Hold interest proceeds 60–90 days after Closing (if applicable).
- **Development Capital:** The total USD capital commitment dedicated to project acquisition and development post-acquisition.
- **Delivery Versus Payment (DVP):** The escrow-based process whereby delivery of assets and payment are simultaneous.
- **Escrow Agent:** Responsible for holding assets and funds pending conditions for release.
- **Funds:** Cash or cash equivalents denominated in United States Dollars (USD), as defined under GAAP and IFRS.
- **Irrevocable Payment Order (IPO):** A binding order issued by the seller/developer to draw funds from the Admin Hold for the development of the project.
- **Proof of Funds (POF):** Documents evidencing the availability of funds in the form of SCDs.
- **Structured Certificate of Deposit (SCD):** A cash-equivalent financial instrument issued by the acquiring entity representing a payment commitment.
- **Settlement:** Completion of all transactions, including liquidity events and final fund disbursements for Closing.

8. Risk Disclosure and Compliance

While the SCD is backed by cash reserves at a top-tier bank and governed through escrow, all investments and transactions carry inherent risks. These include, but are not limited to, regulatory changes, asset valuation fluctuations, counterparty risks, and market liquidity conditions.

All parties must ensure compliance with applicable securities laws, anti-money laundering (AML), and know-your-customer (KYC) regulations within their respective jurisdictions. The acquiring entity reserves the right to suspend or terminate transactions in the event of regulatory non-compliance or other material concerns.

No representation or warranty is made regarding future asset performance or interest yields beyond the terms explicitly stated. Parties should conduct independent due diligence and seek appropriate legal and financial advice.

9. Due Diligence Process

Before closing, a comprehensive due diligence review is required to verify asset ownership, title validity, financial condition, and compliance with all contractual terms. The seller agrees to provide full and accurate documentation, financial statements, legal opinions, and any other requested information within 30 calendar days of initial agreement. Acceptance of the transaction is contingent upon satisfactory due diligence findings. Any material adverse findings may result in renegotiation, delay, or termination of the transaction without penalty to the acquiring entity.

10. Transaction Flow Summary

1. **Initial Intake Submission (Mandatory):** Complete the Project Intake Form with Business Plan, Balance Sheet, and Financial Proforma.
2. **Internal Review & Eligibility Decision:** Projects are reviewed for viability and alignment. An Acceptance Notification is issued if eligible.
3. **Engagement of Law Firm & KYC Information:** Once the seller's law firm for the escrow is engaged and the PPO is signed, the acquiring entity will provide all necessary KYC information.
4. **Execution of Private Placement Offering (PPO):** Accepted projects execute a PPO agreement. This is a non-binding document.
5. **Confirmation of Funds for Escrow:** Applicant confirms access to immediately available funds for the Commitment Fee (1% of Acquisition Value) and Closing Costs (\$50,000 per \$50MM in value).
6. **Execution of Closing Escrow Agreement:** A Closing Escrow Agreement is executed by the seller, the acquiring entity, and the designated Custodian Escrow Attorney.
7. **SCD Issuance & Funding Release:** Once escrow conditions are satisfied, the acquiring entity issues an SCD. The SCD is delivered through escrow and may be transferred to the seller's custodial securities account.
8. **Post-Closing Development Escrow (If Applicable):** If development capital is included, a Development Escrow Agreement is established, and funds are disbursed in stages upon completion of verified project milestones.
9. **Post-Closing Agreements:** Operating and Development Agreements, including roles, responsibilities, and management authority, will be negotiated and finalized within 30 calendar days following closing.

By signing below, the Client acknowledges having read and fully understood the Funding Process and structure as well as REC's Client Engagement Roadmap, and confirms their readiness, willingness, and ability to proceed with the outlined process and fulfill all associated obligations.

Client Acknowledgment:

Client Name:

Company Name:

Project Name:

Signature: