



## BUYERS OF GLD-COMPLIANT METAL

MAJOR PURCHASERS OF LARGE-VOLUME GOLD BULLION

### PURCHASE REQUIREMENTS

VALID UNTIL JULY 30, 2012

<p style="text-align: center;"><b>BUYER PROFILE</b></p> <p style="text-align: center;"><u>"Platinum Metal"</u></p> <p>We are also major buyers of LPPM platinum ingots/plates. Any amounts - large or small. Whatever quantities Sellers can provide. FOB at Seller's storage facility. Maximum tranche size 500 Metric Tons platinum per week. Bank-to-bank procedures; five (5) banking day closing. Same procedures as for gold.</p>	<ul style="list-style-type: none"> <li>❖ We are a leading Gold Purchasing Group – <b>PROFESSIONAL, RELIABLE AND RESPONSIBLE</b> - and one of the <u>largest</u> buyers of GLD-compliant metal in the world. We work closely with a prominent International Investment Consortium and have very considerable financial resources at our disposal.</li> <li>❖ We will purchase all the Seller's GLD inventory on offer. Any bullion amounts – large or small. Stored anywhere in the world. Whatever quantities Sellers can provide. Via a single tranche or multi-tranche operation. Maximum tranche size <b>500 Metric Tons Au per week</b> until the Seller's stock is exhausted.</li> <li>❖ We regularly delegate our position as Buyer to various "top 10" world-ranked banks. What this means, in practical terms, is that Sellers get to close with a "world-class" Purchasing Bank as "Buyer of Record". For a Seller seeking a reliable and financially capable Buyer – this is a <u>tremendous</u> opportunity.</li> <li>❖ Transactions are conducted on a <u>strict</u> "bank-to-bank" basis - Seller's Bank Officer-to-Buyer's Bank Officer - with full bank responsibility. No TTM's. No in-bank closings. Our preference is for prompt &amp; speedy closings. See <i>"Five (5) Banking Day Closing Schedule"</i></li> <li>❖ The stock will not be lifted. Transfer of title only. The gold must be FOB-ready at Seller's storage facility - held in Bank-controlled storage or an LBMA-approved security facility or internationally recognized gold depository. No CIF delivery. No collateral payment.</li> </ul>
<p style="text-align: center;"><b>GOLD SPECIFICATIONS</b></p> <p>Platinum Specifications Available Upon Request</p>	<ul style="list-style-type: none"> <li>• <b>Commodity:</b> Au/Gold Bullion (GLD Standards)</li> <li>• <b>Weight:</b> Principally, but not exclusively, 12.5 KG Bars</li> <li>• <b>Purity:</b> 999.5/1000 or better Fineness</li> <li>• <b>Hallmark:</b> LBMA-Certified Refinery</li> <li>• <b>Assay Report:</b> Less than Five (5) years old, with exceptions</li> <li>• <b>Storage:</b> Bank-Controlled Storage or LBMA-Approved Security Facility or Internationally Recognized Gold Depository</li> <li>• <b>Quantity:</b> Unrestricted - large or small amounts</li> <li>• <b>Tranche Size:</b> Up to <b>500 Metric Tons Au per week</b> maximum, with rolls &amp; extensions as agreed between Buyer &amp; Seller</li> <li>• <b>Pricing:</b> Second Fixing LBMA, less agreed discount</li> <li>• <b>Payment:</b> Cleared, Cash Funds against Transfer/Delivery</li> </ul>
<p style="text-align: center;"><b>PRE-TRANSACTION STEPS</b></p>	<ol style="list-style-type: none"> <li>1. The Consultant submits an official Seller's Soft Corporate Offer (or FCO or SPA) <u>plus</u> a completed Work-Up Sheet prepared by the Referring Consultant. See <i>"Consultants Work-Up Sheet"</i> enclosed</li> <li>2. Consultancy fees are finalized and confirmed via a signed IMFPA.</li> <li>3. The Buyer and the Seller/Seller's mandate engage in <u>direct</u> discussions regarding the proposed sale/purchase opportunity.</li> <li>4. The Buyer issues a formal "Letter of Request" for a Full Corporate Offer from the Seller. Alternatively, the Parties can proceed directly to contract via our "fast-track" procedures. See <i>"Fast-Track Procedures"</i></li> </ol>

## TRANSACTION PROCEDURES

### "Choice of SPA's"

We offer Sellers a "short-form" 6-page SPA - or a more comprehensive and formal "long-form" 10-page SPA - whatever the Seller prefers. Alternatively, we are willing to adopt the Seller's SPA, provided the contract is adjusted to incorporate our "bank-to-bank" procedures. We prefer, however, to use our own IMFPA. The reason is the IMFPA text (which will be incorporated into the SPA) has been pre-approved by our Purchasing Banks who will, of course, be solely responsible for the payment of fees to Consultants.

### "Exchange of Contracts"

We would be willing to meet with the Seller at a mutually convenient time and place for the formal contract-signing. Alternatively, where the contract is to be exchanged electronically between the Parties, the Seller - being the Offeror who is offering the commodity for sale - must return the SPA to the Buyer first, fully completed and signed. The Buyer will then complete and sign the contract and remit the fully signed SPA to the Seller.

## "FAST-TRACK" PROCEDURES



**STEP 1:** The Seller submits a formal FCO confirming the Seller's offer of GLD-compliant gold in accordance with the below "bank-to-bank" procedures. The FCO should include the name of the refinery and the Bank-controlled storage or security facility where the product is held.

**STEP 2:** The Buyer issues the Seller a formal "Letter of Intent" and a draft copy of the Sale and Purchase Agreement ("SPA"). An Irrevocable Master Fee Protection Agreement ("IMFPA") is duly appended to the SPA and forms an integral part of the Agreement.

**STEP 3:** The Seller returns the SPA to the Buyer, fully completed and signed. The Buyer then completes and countersigns the SPA and remits an originally signed copy to the Seller. The SPA, including the IMFPA, now constitutes a fully executed, legally binding contract. *Alternatively, the Buyer would be willing to attend a sit-down meeting with the Seller solely for the exchange of signed contracts. See "Sidebar"*

**STEP 4:** The Buyer and the Seller lodge the SPA/IMFPA with their respective Transacting Banks.

**STEP 5:** The Seller's Bank communicates with Buyer's Coordinating Bank ("top 50" world-ranking) for the purpose of confirming that the Buyer and the Seller are "RWA" to transact. Thereafter, the Seller's Bank and the Buyer's Coordinating Bank schedule a "window time" for the Step 7 "POP/POF's" call described below.

**STEP 6:** The Buyer assigns the SPA (and IMFPA) to their Purchasing Bank, a "top 10" world-ranked bank, and a copy of the assignment is forwarded to the Seller. The contracted "parties of record" are now the Seller and the Purchasing Bank as Buyer.

**STEP 7:** The Purchasing Bank contacts the Seller's Bank at the agreed "window time". The Banks conduct the rapid and simultaneous exchange of Proof of Product ("POP") for Proof of Funds ("POF's").

**STEP 8:** By pre-arrangement, the Purchasing Bank and the Seller's Bank communicate together and close the sale/purchase transaction. The Transacting Banks adhere to the following closing procedures:

- The sale/purchase of the initial amount of Au Metal is closed between the Purchasing Bank and the Seller's Bank on a payment-against-delivery (transfer of Title of Ownership) basis as per the delivery date given for the Lift in the Delivery Schedule of the SPA.
- Further deliveries and Lifts will be conducted directly between the Purchasing Bank's Bank Officer and the Seller's Bank Officer.
- The Au will be transferred into the Purchasing Bank's full title upon a direct "bank-to-bank" cash payment to the Seller for the exact quantity of Au Metal purchased within each Lift as per instructions agreed between the Purchasing Bank's Bank Officer and the Seller's Bank Officer.
- The payment of the initial Lift and all subsequent Lifts (including via rolls & extensions, if any) will be made by the Purchasing Bank against delivery in cleared funds to the Seller's bank account.
- Consultancy Fees in the IMFPA will be paid simultaneously by the Purchasing Bank upon closure of each Lift, including rolls & extensions, if any.

To simplify the sale/purchase process - and expedite the transaction closing - the Seller and Buyer can elect to dispense with the exchange of preliminary documents - the LOR, FCO and LOI - and proceed directly to contract. Saves time and effort and unnecessary duplication of paperwork, and helps maintain privacy and security.

**FIVE (5)  
BANKING DAY  
CLOSING  
SCHEDULE**

We are organized and disciplined Buyers. We can purchase a Seller's inventory very speedily, regardless of size - in most instances, within five (5) banking days, from initial contract signing thru to final closing:

- DAY 1:** The Buyer and Seller sign the Sale & Purchase Agreement, including an Irrevocable Master Fee Protection Agreement. The SPA/IMFPA is lodged with the Parties' Banks.
- DAY 2:** The Buyer's Coordinating Bank (a "top 50" world-ranked bank) and the Seller's Bank communicate and confirm that the Buyer and Seller are "RWA" to transact.
- DAY 3:** The Buyer assigns the SPA (including the IMFPA) to their Purchasing Bank, a "top 10" world ranked bank. The contracted "parties of record" are now the Seller and the Purchasing Bank as Buyer.
- DAY 4:** The Purchasing Bank and the Seller's Bank communicate and conduct the rapid and simultaneous exchange of Proof of Product ("POP") for Proof of Funds ("POF").
- DAY 5:** The Purchasing Bank and the Seller's Bank communicate and close the sale/purchase transaction. Cleared cash funds (USD/EUR) against transfer/delivery.

**FEES TO  
CONSULTANTS**

"Getting Paid on Deals"

We are solely responsible for the payment of fees to all Consultants, whether on the "sell" side or "buy" side. It's a responsibility we take very seriously, in line with our commitment to transact reliably and professionally. To ensure that Consultants receive the fees rightfully due them, we have put in place a number of key procedural measures and safeguards. For further information, refer to "Consultants Guidelines."

For Instructions on  
Submitting Offers, Refer to  
"Consultants Guidelines"

- A.** The total consultancy fees is the difference between the gross and net discounts offered by the Seller. This amount - which is payable exclusively by the Buyer - is divided into two equal shares:
- (i)** 50% is reserved to the "sell" side
  - (ii)** 50% is reserved to the "buy" side
- B.** The "buy" side is closed. We are, however, willing to negotiate a "special fee arrangement" with those Consultants who are unable to secure their fees on the "sell" side. And, of course, because we have the financial capability to purchase a Seller's entire GLD inventory – regardless of quantities - fees will normally be very generous, in many instances, much higher than with other Buyers.
- Note:** All fee arrangements with Consultants will be finalized and confirmed via a signed IMFPA prior to the release by Consultants of their confidential sources.
- C.** The IMFPA is incorporated in the SPA and is executed by the Buyer and Seller as part of the formal contract-signing. Once the SPA is signed by the Parties, the IMFPA becomes an integral part of the SPA for enforcement purposes.
- D.** The IMFPA is deemed an "irrevocable commitment and Pay Order" and is lodged in the Purchasing Bank; it remains in force for a period of five (5) years, including any rolls and extensions or new contracts between the Parties. The Bank will pay fees to the named Consultants – in the percentage amounts specified in the IMFPA - at the time of settlement of each and every tranche of the transaction.
- E.** A maximum of three (3) Consultants and/or Paymasters only may be listed on the "sell" side in the IMFPA (same on the "buy" side). The Purchasing Bank will conduct due diligence on the named "Payees" only; not on any other Consultants involved in the transaction.
- F.** The IMFPA is available to Consultants upon request. Consultants are encouraged to protect their confidential sources at all times.



## GENERAL INFORMATION

1. **SALE/PURCHASE OPPORTUNITY.** We are large-volume purchasers of gold bullion - and one of the largest Buyers of GLD metal in the world. We solve a major problem confounding Sellers today: how to avoid the "dreamers" and "schemers" and find a performing Buyer. What we offer Sellers is a unique opportunity to close with a "top 10" world-ranked Bank as "Buyer of Record" willing to purchase the Seller's entire inventory - **maximum 500 Metric Tons Au per week** until the Seller's stock is exhausted - all via a fast, efficient and reliable "bank-to-bank" procedure. It's truly an outstanding opportunity for Sellers, many of whom who have been continually thwarted in their efforts to sell their product due to repeated encounters with non-performing Buyers. What Sellers want, of course, above all else, is to contract with a reliable and financially capable Buyer. And Buyers don't come any more reliable and financially capable than a leading, "world-class" Purchasing Bank!

**OUR PROMISE TO YOU:** Bring forward a genuine Seller with GLD assets held, FOB-ready, at the Seller's storage facility (Bank-controlled storage or an LBMA-approved security facility or internationally recognized gold depository) - willing to transact on a strict "bank-to-bank" basis - and we will purchase the Seller's entire inventory without a moment's hesitation. And we will do it quickly and efficiently and responsibly.

2. **BANK-TO-BANK "RWA" CALL.** We transact strictly "bank-to-bank" and require the parties to confirm their "credentials" via a next-day, bank-to-bank, "RWA" call - Seller's Bank Officer-to-Buyer's Bank Officer - with full bank responsibility. This avoids the risks inherent in requiring the Buyer and Seller to release sensitive information to individuals largely unknown to them. Fundamentally, we believe that confirming both transacting parties' capabilities is a matter of vital importance that is best handled - quickly and efficiently - by direct "bank-to-bank" communication between the Buyer's and Seller's respective Bank Officers. Our Coordinating Bank that will conduct the "RWA" call on our behalf is a major, "top 50" world-ranked bank.
3. **SELLER'S TITLE TO GOLD.** The Seller must be the legal owner/title holder of the gold on offer. No "back-to-back" contracts. No "bogus" Sellers. No "sleight-of-hand" moves. Sellers can't offer for sale what they don't own; such activities constitute an illegal arbitrage and will subject wrongdoers to the full weight of sanctions under the law.
4. **AUTHORIZED MANDATES.** Sellers may transact via a legal mandate, if they so choose. However, in order to ensure the integrity of the process, the mandate must provide a verifiable Letter of Authority (with Seller's Transaction Code) confirming the mandate's express authority to sign the SPA on the Seller's behalf. The Letter must be signed by the Seller under notary acknowledgment - or by the Seller's Bank or Law Firm in the event that the Seller wishes to remain undisclosed.
5. **DUE DILIGENCE/SECURITY CHECKS.** Sellers are subjected to careful vetting in order to confirm the Seller's "bone fides". Once a formal offer has been received, we engage with a major U.S. law firm who conduct extensive due diligence on the Seller. We also utilize our Coordinating Bank and the next day, bank-to-bank "RWA" call to filter out non-qualified Sellers. In addition, our Purchasing Bank, as part of the closing procedures, runs background checks on the Seller - as well as on all Consultants and Paymasters named in the contract.
6. **BUYER INFORMATION PACKAGE.** We provide Sellers and Consultants with comprehensive written information, including a full set of transaction documents. We do this because we want to lay down a marker for everyone to see: **(i)** We are a leading Gold Purchasing Group - **professional, reliable and responsible** - with very considerable financial resources at our disposal; **(ii)** We offer Sellers an exceptional opportunity to close with a "top 10" world-ranked Purchasing Bank that is willing to purchase the Seller's entire inventory - **maximum 500 Metric Tons Au per week**; and **(iii)** We transact responsibly and professionally, with orderly "bank-to-bank" procedures and careful, precisely-crafted documentation.

LEGAL NOTICE: This confidential business information is provided to sophisticated and accredited individuals, FOR INFORMATIONAL PURPOSES ONLY, for their own uses and purposes, in response to a request for information, and is not intended for distribution. The information is not intended for distribution to, or use by, any person or entity resident in any jurisdiction or country where such distribution or use is prohibited or would be contrary to applicable laws or regulations. Neither the information nor any opinion contained herein constitutes a solicitation or an offer to buy or sell gold or any gold-related products or any other regulated products, securities or investments. Any enterprise contemplated hereunder is strictly one of private placement and, in no way, relies upon, nor is related to, current U.S. Securities laws and regulations. The information is subject to error or change. We are not licensed brokers, bank officers or government employees; nor are we affiliated with, or endorsed by, any financial institution, government or government agency. We do not render investment, legal or accounting advice. COPYRIGHT 2012 ALL RIGHTS RESERVED