

TRANSACTION CODE: MTNss/
SECURITY CODE:
BUYER'S CODE:
SELLER'S CODE: RKLtd/MTNss/

BUYER FULL LETTHEAD

LOI/RWA FOR MTN PURCHASE

TO: R.K.Ltd

Dear Sir:

I, _____, Title _____, Country Passport # _____ as authorized signatory for COMPANY NAME (collectively "**BUYER**"), under penalty of perjury, hereby confirm with full legal and corporate responsibility, that we are ready, willing and able to undertake for the exchange of the herein described Medium Term Notes Slightly Seasoned ("MTN SS") derived from legal sources and of non-criminal origin through our banking resources under the terms and conditions stated herein.

BANK INSTRUMENT DESCRIPTION:

INSTRUMENTS:	Medium Term Note (MTNSs) Cash backed
ISSUING BANK:	Deutschebank or AA or better with normal exclusions
CURRENCY:	Euros
TERM:	Ten (10) years + One (1) day.
INTEREST RATE:	7.5% per annum paid in arrears.
AGE:	Slightly Seasoned
CONTRACT AMOUNT:	Fifty Billion Euros (€50,000,000,000) with possible rolls and extensions to Five Hundred Billion Euros
INVOICE PRICE:	Thirty nine Percent (39%) of full face value
COMMISSIONS:	Two percent (2%) of face value of each and every bank instrument transacted (one-half percent buy side one half percent sell side) as per MFPA
FIRST TRANCHE:	Five Hundred Million Euros (€500,000,000)
SUBSEQUENT TRANCHEs:	As agreed between buyer and seller
DENOMINATIONS:	Fifty (50)M and One Hundred (100)M Euros or as agreed.
TERMS:	POF- Buyer to provide POF
PURCHASE MODE :	Euro clear screen verify, buy ticket, block & pay or as agreed
MODE OF PAYMENT:	Electronic: Ex Euro clear Screen to Seller's Bank, or as agreed
MODE OF DELIVERY	: Electronic, then hard copy courier delivery
SCREEN	: Euroclear only

BUYERS INITIALS _____

PAGE 1 OF 13

SELLERS INITIALS _____

TRANSACTION CODE: MTNss/
SECURITY CODE:
BUYER'S CODE:
SELLER'S CODE: RKLtd/MTNss/

PROCEDURES:

1. BUYER ISSUES THIS LOI/RWA WITH POF(BANK STATEMENT), LETTER OF AUTHORIZATION TO CONFIRM FUNDS (MUST READ AS FOLLOWS: "FOR THE BENEFIT OF PEGASUS FINANCIAL TRUST/BUYER'S FULL NAME ", COPY OF PASSPORT,CIS & FPA
2. SELLER COUNTERSIGNS BUYER'S LOI/RWA THUS BECOMING A COMMERCIAL AND FULLY BINDING AND LEGAL CONTRACT.
3. WITHIN TWENTY-FOUR HOURS, BUYER'S BANK ISSUES CONDITIONAL SWIFT(MT-103F23).....WITH COPY OF THE MT-103F23 TO BE SENT TO SELLER AT XXXXXX
4. WITHIN SEVENTY-TWO HOURS, SELLER ISSUES CORP INVOICE WITH BRUSSELS EUROCLEAR CODES AND BOND POWER
5. BUYER WILL AUTHENTICATE/VERIFY INSTRUMENTS AND WITHIN EIGHT HOURS RELEASE CONDITION OF THE MT-103F23 THEREBY BECOMING PAYMENT.
6. SELLER WILL ELECTRONICALLY CHANGE OWNERSHIP TO BUYER VIA MT-760 INTO BUYERS DESIGNATED BANK.
7. SELLER WILL DELIVER HARD COPIES VIA BONDED COURIER WITH 5-7 BANKING DAYS

Transaction moves to the second tranche as per the Corporate Invoice as in (4). Initial tranches would be for 500M and it may be increased to 1B, 2B, etc. by mutual agreement until MTNs and Funds are exhausted.

THIS IS A PRIVATE SALE BETWEEN TWO PRINCIPALS AND IS NOT TO BE CONSTRUED AS AN OFFERING OF FUNDS NOR SECURITIES AS DEFINED BY THE SECURITIESACT OF 1933/34.....

BUYER'S BANK CO-ORDINATES:

BANK NAME :
BANK ADDRESS :
BANK OFFICER :
BANK TELEPHONE :
BANK FAX :
EMAIL ADDRESS :
SWIFT CODE :
ABA ROUTING
or WIRE NUMBER :
ACCOUNT NAME :
ACCOUNT NUMBER :
FURTHER CREDIT TO :

BUYERS INITIALS _____

SELLERS INITIALS _____

TRANSACTION CODE: MTNss/
SECURITY CODE:
BUYER'S CODE:
SELLER'S CODE: RKLtd/MTNss/

SELLER'S BANK CO-ORDINATES:

BANK NAME :
BANK ADDRESS :
SWIFT CODE :
BANK OFFICER :
ACCOUNT NAME :.
ACCOUNT NUMBER :
TELEPHONE NUMBER :
FAX NUMBER :
EMAIL ADDRESS :
IBAN :
SORT CODE :

Parties have the right to change banking.

NO UNAUTHORIZED COMMUNICATION IS TO BE MADE TO EITHER BANKS BY ANY PARTY DIRECTLY OR INDIRECTLY.. ANY UNAUTHORIZED BANK CALLS, PROBES OR COMMUNICATIONS IN AN IMPROPER WAY TO THE BANK(S) IN THIS TRANSACTION MAY BE CAUSE FOR THE TERMINATION OF THIS AGREEMENT.

- A. The parties disavow any affiliation with any state or federal government entity at any level.
- B. All standards of International Chamber Of Commerce, its rules and regulations (publication 500 1993 revised edition) and on disclosure and non-circumvention confidentiality shall be in effect for a period of three years from the date of this agreement.
- C. The force majeure exception clause of the International Chamber Of Commerce (ICC publication #421) is hereby incorporated in and made an integral part of this contract.
- D. Payment of fees, taxes and commissions shall apply to this transaction and are deemed to be included with the body of this document agreement even though not specially set forth.
- E. The entire contact of this transaction is to be subject to United States jurisdiction as stipulated in the guidelines of the ICC Arbitration Act and the law of the countries where the signature corporations and signatories domiciled. No copies of the contract are to be provided to uninvolved third parties.
- F. This letter of intent is a full recourse commercial commitment governed by the laws of the jurisdiction in which both buyer and seller reside and standards under ICC regulations.
- G. This transaction constitutes a private placement for the purchase and sale of **medium term notes**, conducted between (2) two Principal entities to be defined by contract as

BUYERS INITIALS _____

PAGE 3 OF 13

SELLERS INITIALS _____

**TRANSACTION CODE: MTNss/
SECURITY CODE:
BUYER'S CODE:
SELLER'S CODE: RKLtd/MTNss/**

such is not intended to be nor shall be interpreted as a securities transaction as defined by U.S. Securities Act of 1933 or as amended by law or any other nation.

H. This email or facsimile document when fully executed, shall be considered as an original and enforceable document as the contract / agreement on all copies (all pages) of this document which is legally binding to the parties upon acceptance.

I. Both parties confirm that each is fully empowered, legally qualified and duly authorized to execute and deliver this document and be bound by its terms and conditions. All the above statements and representations are made with full corporate and legal responsibility under penalty of perjury.

J. This letter of intent is legal and binding and is herewith issued by the buyer and accepted by the seller and the signatory parties to this agreement hereby confirm with full authority that the above terms are acceptable.

DISCLAIMER: Buyer acknowledges that this transaction is undertaken on a Private Placement Basis and does not constitute a public offering, nor a solicitation, nor does constitute a security, nor a security offering as defined by the United States Securities Law of 1933 and 1934 (Securities Act) and as further amended.

This facsimile / e-mail document shall be considered as an original, binding and enforceable document.

**AGREED AND ACCEPTED ON _____ BY BUYER:
XXXXXXXXXX**

Authorized Signature
Name :
Title :
Passport No. :
Country :
Issue Date :
Expiry Date :

TRANSACTION CODE: MTNss/
SECURITY CODE:
BUYER'S CODE:
SELLER'S CODE: RKLtd/MTNss/

[signature page continued next page]

AGREED AND ACCEPTED ON _____ BY SELLER:

Authorized Signature

Name :
Title :
Gov ID No. :
Country :
Issue Date :
Expiry Date :

BUYERS INITIALS _____

PAGE 5 OF 13

SELLERS INITIALS _____

TRANSACTION CODE: MTNss/
SECURITY CODE:
BUYER'S CODE:
SELLER'S CODE: RKLtd/MTNss/

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT /MFPA
AND PAY ORDER (IMFPA/PO)**

Date:

Issued to: Sell Side and Buy Paymasters and Beneficiaries
Issued by: _____ ("**BUYER**")

EURO 50 Billion Slightly Seasoned MTNs carrying 7.5% Coupon interest, at 39+2, and tranching at a minimum of EURO 500,000,000.00 first tranche and then a minimum of EURO 500 Million per banking day to complete the contract or per agreement with Buyer and Seller.

BANK INSTRUMENT DESCRIPTION:

INSTRUMENTS:	Medium Term Note (MTNs) Cash backed
ISSUING BANK:	Deutschebank or AA or better with normal exclusions
CURRENCY:	Euros
TERM:	Ten (10) years + One (1) day.
INTEREST RATE:	7.5% per annum paid in arrears.
AGE:	Slightly Seasoned
CONTRACT AMOUNT:	Fifty Billion Euros (€50,000,000,000) with possible rolls and extensions to Five Hundred Billion Euros
INVOICE PRICE:	Thirty Nine Percent (39%) of full face value
COMMISSIONS:	Two percent (2%) of face value of each and every bank instrument transacted (one-half percent buy side one half percent sell side) as per MFPA
FIRST TRANCHE:	Five Hundred Million Euros (€500,000,000)
SUBSEQUENT TRANCHES:	As agreed between buyer and seller
DENOMINATIONS:	Fifty (50)M and One Hundred (100)M Euros or as agreed.
TERMS:	POF- Buyer to provide POF
PURCHASE MODE :	Euro clear screen verify, buy ticket, block & pay or as agreed
MODE OF PAYMENT:	Electronic: Ex Euro clear Screen to Seller's Bank, or as agreed
MODE OF DELIVERY	: Electronic, then hard copy courier delivery
SCREEN	: Euroclear only

BUYERS INITIALS _____

PAGE 6 OF 13

SELLERS INITIALS _____

TRANSACTION CODE: MTNss/
SECURITY CODE:
BUYER'S CODE:
SELLER'S CODE: RKLtd/MTNss/

In the above mentioned transaction and in any and all transactions with this Provider, the Provider's representative(s) or their affiliate(s) or Direct Introducer of Provider in the Sell Side Consultants section referenced herein, involving the purchase of financial instruments by the Buyer referenced herein, the following will set out the protection of consultancy fees should a contract be executed and consummated under the terms and conditions mutually agreed upon by the principals or their authorized mandate, administrators or agents with signatory authority.

Now therefore, I, XXXXXXXXXX, Title, for and on behalf of COMPANY NAME , hereinafter known as "**Payer/Buyer**", acting with full corporate and legal authority and responsibilities, under penalty of perjury of Law, do issue this Irrevocable Master Fee Protection Agreement/MFPA and Pay Order (IMFPA/PO) to the herein named Consultants for Consultant Services rendered on behalf of the above referenced transaction(s).

1. We do herewith, without prejudice and recourse, guarantee to pay the consultancy fees, not only for the transaction referenced above, but for any and all transactions under any transaction number with this Provider, or any Provider introduced to Payer/Buyer by any of the consultants named hereunder.
2. The undersigned, as the Buyer or Buyer's legal representative, agrees and guarantees to cause a copy of this IMFPA/PO to be attached to each copy of the final signed contract between the Provider and Buyer, at all times. This irrevocable payment order is issued pursuant to and in acknowledgement of the Buyer's responsibilities under the present contract.
3. The Consultants have performed their function by introducing the Principals of the Provider and Buyer for a financial transaction. Consultant fees are due and payable if a substitute financial transaction is accomplished in lieu of the above described. The Payer/Buyer further agrees that the consultancy fees stated are compensation for services rendered and are irrevocable, irretrievable and unconditionally guaranteed to be paid within four (4) hours after every payment by Buyer or every delivery or loading by the Provider of each and every tranche of the Bank Instrument referred to in this contract. The consultancy fees will be free of legal impediment and free of any deductions, excluding bank transfer fees and routine banking delays, for this and all subsequent transactions with this Provider.
4. Payment will be made at each and every tranche settled until the total contract amount has been completed in full. This Payment Order is valid upon commencement of the transaction and shall remain valid and enforceable for the full term of this transaction and apply to any and all subsequent extensions, additions, rollovers, modifications or renewals thereof, or any new agreement(s) made between the Buyer and Provider (including spot buys), their respective shareholders, affiliates and / or assigns, and any Introducing consultants referenced within this IMFPA/PO associates, for a period of five (5) years. This includes any other commodity the parties or affiliates herein may offer each other.

TRANSACTION CODE: MTNss/
SECURITY CODE:
BUYER'S CODE:
SELLER'S CODE: RKLtd/MTNss/

5. The Payer/Buyer agrees to execute and place pay orders in full force with their paying bank or entity for the purpose of payment to the Payees once a contract is executed between the principals or their signature authorized mandates, administrators, or agents, or the first Corporate Invoice is issued and verified.
6. The Payer/Buyer agrees that if they attempt to circumvent, bypass, alter or change this agreement (or the spirit of this agreement) by changing or causing to be changed or having knowledge of any changes to the transaction numbers in this agreement to willfully and knowingly avoid paying the fees owed to the persons listed below, any one (or all) of the person(s) listed below will contact the Provider and the appropriate banking and legal authorities with a Breach of Contract, Cease & Desist order and any further buys or sales will be halted.
7. If any of the events in paragraph six (6) occur, the Payer/Buyer understands and agrees that he will be excluded from conducting business with this Provider at any time in the future. The Payer/Buyer understands and agrees that this order includes this existing agreement. The Payer/Buyer also agrees to pay restitution to the persons listed below in the full amount that would have been paid if an avoidance of payment, circumvention, alteration, or change of the transaction code (s) or number(s) had not occurred.
8. It is agreed that the Payer/Buyer's bank will issue a Letter of Receipt of this agreement to the Paymaster(s) of the Payees/Consultants named herein. All parties to this agreement reserve the right to change banks at any stage during any given transaction, and all parties reserve the right to change their pay masters and/or assign their rights arising from the consulting agreement, but such change will have no bearing on the contents of this agreement and Buyer would instruct its new bank to issue new pay orders to the parties concerned.
9. The Paying Bank and bank coordinates to this Irrevocable Master Fee Protection Agreement and Pay Order will be the following banking coordinates:

BUYER'S BANK CO-ORDINATES:

BANK NAME :
BANK ADDRESS :
BANK OFFICER :
BANK TELEPHONE :
BANK FAX :
EMAIL ADDRESS :
SWIFT CODE :
ABA ROUTING :
or WIRE NUMBER :
ACCOUNT NAME :
ACCOUNT NUMBER :
FURTHER CREDIT TO :

BUYERS INITIALS _____

SELLERS INITIALS _____

TRANSACTION CODE: MTNss/
SECURITY CODE:
BUYER'S CODE:
SELLER'S CODE: RKLtd/MTNss/

SELLER'S BANK CO-ORDINATES:

SECURITY FIRM :
ACCOUNT NAME :
ACCOUNT NUMBER :
EMAIL :
BANK :
ABA# :
ACCOUNT NAME :
ACCOUNT NUMBER :
FURTHER CREDIT TO- ACCT NO.: :
FOR THE BENEFIT OF :

10. All Parties agree not to circumvent, avoid, bypass or obviate each other directly or indirectly to avoid payment of consultancy fees in any transaction pending, or in the future, for as long as a contract shall remain in force between the two Principals, or, for a period of twelve months from the date of execution of this agreement, should no contract result. At no time shall either party disclose or otherwise reveal to any third party any confidential information, code or reference and or any such information advised to the other party as being confidential or privileged without the formal written permission of the other party.
11. This IMFPA/PO and the payment of the consultancy fees herein is subject to, includes by reference and incorporates the Standard International Non-Circumvention Agreement and conditions as set forth by the International Chamber of Commerce (ICC Publication 500, revised 1994) "ICC" and the ICC Arbitration Act as adopted by the ICC office in the Hague, the Netherlands and is governed and construed according to the Laws of the Netherlands. All ND/NC clauses as prescribed by ICC rules (Latest Edition) shall apply to this IMFPA/PO.
12. The parties acknowledge and agree that this contract does not constitute the creation of a taxable entity or of any Partnership. Each of the parties shall be individually responsible for making required filing, including tax returns, with the respective government entities in which they are or may be respectively domiciled and/or obligated to pay any taxes, impounds or levies which may be assessed for any of them respectively. The parties hereby agree to indemnify and hold each other harmless from any and all liabilities, damages, claims, judgments and causes arising out of and related to such taxation or obligations, payments and responsibilities or equivalent which result in a reduction of the amounts to be received as fees. The parties shall have no further responsibility or liability to each other or to any third party, other than as set forth in this contract.

TRANSACTION CODE: MTNss/
SECURITY CODE:
BUYER'S CODE:
SELLER'S CODE: RKLtd/MTNss/

13. The Buyer agrees to hold harmless all brokers, consultants and intermediaries either expressed, implied, named or contemplated by this IMFPA/PO, now and forever, unconditionally and irrevocably, from all liability, claims, costs and attorneys fees resulting from any and all transactions contemplated, attempted and/or completed by this IMFPA/PO.

14. This IMFPA/PO may be executed in one or more counterparts, each one shall be deemed an original and all together shall constitute one and the same document. A signed Fax or electronically transmitted copy of this document shall be deemed binding on the "Parties" with the same force as the signed Original.

15. Disbursement of consultancy fees to be paid by Buyer are as follows:

16. Consultancy Fee Amount of **Two Percent (2%)** of Total Face Value of Instrument(s) Paid At Closing of Each and Every Tranche To the Paymasters mentioned in this FPA:

PAYMENT ORDER VALUE:

TWO PERCENT (2%) of the full face value of the financial instrument on the above-referenced transaction, payable to the Beneficiary Paymasters or assigns named or represented herein.

Such payment shall be made via SWIFT wire, without protest, delay or deduction and free of any bank charges (except for normal bank transfer charges), local and national taxes and liens, to the extent legally permissible.

SELLER'S SIDE COMMISSION OF 1% OF FULL FACE VALUE, INCLUDING ROLLS AND EXTENSIONS - CLOSED

BENEFICIARY NAME:	CLOSED - TBA
BANK NAME:	
BANK ADDRESS:	
ACCOUNT HOLDER:	
SWIFT CODE:	
BANK ACCOUNT NO:	
BANK OFFICER NAME:	
BANK TEL:	
BANK FAX:	

Special Instructions : SAME DAY TRANSFER AND IMMEDIATE CREDIT

Required Message : "The Remitter is known to us. This is done with Full Banking Responsibility and we are satisfied as to the Source of Funds sent to us.

TRANSACTION CODE: MTNss/
SECURITY CODE:
BUYER'S CODE:
SELLER'S CODE: RKLtd/MTNss/

BUYER'S SIDE COMMISSION OF 1% OF FULL FACE VALUE, INCLUDING ROLLS AND EXTENSIONS, SHALL BE PAID TO THE FOLLOWING PAYMASTERS:

BUYER SIDE GROUP 1; PAYMASTER: (OPEN)

TOTAL COMMISSION PAYABLE: 33% OF 1% OF FULL FACE VALUE, INCLUDING ROLLS AND EXTENSIONS

BENEFICIARY NAME:	
BANK NAME:	
BANK ADDRESS:	
ACCOUNT HOLDER:	
SWIFT CODE:	
BANK ACCOUNT NO:	
BANK OFFICER NAME:	
BANK TEL:	
BANK FAX:	

Special Instructions : SAME DAY TRANSFER AND IMMEDIATE CREDIT

Required Message : "The Remitter is known to us. This is done with Full Banking Responsibility and we are satisfied as to the Source of Funds sent to us.

BUYER SIDE GROUP 2; PAYMASTER: (closed)

TOTAL COMMISSION PAYABLE: 33% OF 1% OF FULL FACE VALUE, INCLUDING ROLLS AND EXTENSIONS

BENEFICIARY NAME:	
BANK NAME:	
BANK ADDRESS:	
ACCOUNT HOLDER:	
SWIFT CODE:	
BANK ACCOUNT NO:	
BANK OFFICER NAME:	
BANK TEL:	
BANK FAX:	

Special Instructions : SAME DAY TRANSFER AND IMMEDIATE CREDIT

Required Message : "The Remitter is known to us. This is done with Full Banking Responsibility and we are satisfied as to the Source of Funds sent to us.

BUYER SIDE GROUP 3: PAYMASTER: ALREADY ANNOUNCED

BUYERS INITIALS _____

PAGE 11 OF 13

SELLERS INITIALS _____

TRANSACTION CODE: MTNss/
SECURITY CODE:
BUYER'S CODE:
SELLER'S CODE: RKLtd/MTNss/

TOTAL COMMISSION PAYABLE: 33% OF 1% FULL FACE VALUE, INCLUDING ROLLS AND EXTENSIONS

ACCOUNT HOLDER:	ALREADY ANNOUNCED
BANK NAME:	
BANK ADDRESS:	
SWIFT WIRING CODE:	
US DOLLAR BANK ACCNT NO:	
BANK TEL:	
BANK FAX:	
PASSPORT:	
Required Message:	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEFICIARY'S BANK."

THE ABOVE MENTIONED BENEFICIARY RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANY TIME BY PROVIDING WRITTEN REQUEST TO THE UNDERSIGNED.

Special Instructions : SAME DAY TRANSFER AND IMMEDIATE CREDIT
Required Message : "The Remitter is known to us. This is done with Full Banking Responsibility and we are satisfied as to the Source of Funds sent to us.

17. This agreement shall be binding, individually or collectively, upon and for the benefit of the parties, the beneficiaries and their respective successors and assigns for their mutual advantage or goodwill. In the event of death of any of the parties or beneficiaries, the surviving parties and beneficiaries agree that the beneficiaries of the deceased party shall receive any and all proceeds of this agreement that would have been earned by the deceased party under the same terms and conditions as if the party were not deceased.

ACCEPTED AND AGREED THIS 24ST DAY OF JUNE 2010 FOR AND ON BEHALF OF BUYER / PAYER: XXXXXXXXXXXXXXXX

Authorized Signature

Name :
Title :
Passport No. :
Country :
Issue Date :
Expiry Date :

BUYERS INITIALS _____

PAGE 12 OF 13

SELLERS INITIALS _____

TRANSACTION CODE: MTNss/
SECURITY CODE:
BUYER'S CODE:
SELLER'S CODE: RKLtd/MTNss/

BUYER'S BANK ENDORSEMENT

WE, _____, BANK. ON BEHALF OF _____,
HEREBY ACKNOWLEDGE AND ACCEPT RECEIPT OF THIS IRREVOCABLE FEE PRO-
TECTION AGREEMENT ON THIS _____, 2009, WHICH SHALL BE HAN-
DLED IN ACCORDANCE WITH THE INSTRUCTIONS STIPULATED ABOVE.

Bank Officer Name Bank seal
Title:
Bank Name:

Bank Office Name Bank seal
Title:
Bank Name:

NOTARY PUBLIC

< Notary Public >

THE ABOVE DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF
_____ 2009, BY (NAME OF NOTARY) _____, IN THE CITY OF
_____, STATE OF _____, COUNTRY OF
_____. MY COMMISSION EXPIRES: _____.
WITNESS BY MY HAND AND OFFICIAL SEAL:
