

Our Ref. 7.40.325  
Date : March 2, 2021

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Copy: EU Outsourcing  
East Electric Company, Ltd.  
Business office: 20, Felix Kanitc St.  
1606 Sofia, Bulgaria



## LETTER CONTRACT \*

Client's Code: LC.40/325

Dear Mr. Çallaku:

Project: PRODUCTION OF STONE WOOL FOR INSULATOR

This Letter Contract (LC) is to confirm that we, **International Investment Council**, Washington, DC, USA, (IIC), are ready and have the ability to provide you, **DIABAS SHPK KAÇANIK** as Project Company (PC), professional service about full set of documents, including financial project, for project finance, as we have been requested for in your letter #01 SS/2021 dated Feb.27, 2021. This confirmation follows our Advisory Board Resolution of March 1, 2021. We hereby propose the following general terms and conditions in two phases:

### A. Project Design Development Phase:

1. **Confirmation** of this LC – date of confirmation means the last of both, the date you return this LC signed and formed, *and* receiving admission fee down payment wire transfer.
2. **Project Overview**, incl. the first official budgeting of cash flows to meet the requirements of credit institutions and insurers, and such other certificates, contracts and other documents and information that any credit bank may request upon completion of applications.
3. **Information**. PC provides all necessary technical data and other information on date-to-date bases about the Project—production/commercial and other facilities and technology in connection thereof (specification and commercial information), full corporate financial information and about the business environment on the area where the Project domiciles—all required for making business & environmental planning, submitted in close cooperation and permanent direct contact with our experts or through our Trustee, Mr. Tomislav Jončić, Serbia, referring the following topics:
  - Annual financial statements for the last three years.
  - Engineering project (if reconstruction and modernization are planned);
  - Corporate profile; *and*
  - Business environmental review on the place of business where the PC's Project domiciles;

all required for making environmental study and business plan.

**One month**  
*from the date of your confirmation of the LC*

4. **Admission Fee Deposit Quota**, which includes the following: regular costs that are an integral part of the project (the allowance does not include the salaries and any profits of IIC experts), Paragraphs 7 and 8 below, payable in full or in part.

**€ 17,000.-**  
*wired against Pro-forma Invoice*

5. **Business Plan**. IIC shall make the first issue of financial modeling for loan application and project managing, including [i] Cash-flow Pro-Forma Budgeting, [ii] all kind of profitability evaluations, required by the creditor, [iii] Online Cash-flow Control System based on dynamic software, [iv] Project Overview (Memorandum); *and*

\* with links (URL) for facilitating online terminology-specific support when you read it online

[v] Quantitative financial Risk Assessment, which will be made by IIC's training outsourcing companies in order to be escaped any possible dependence of the results from both—PC and IIC.

6. **Consideration.** In this first development phase PC shall pay the IIC's period costs only. No opportunity cost is subject of remuneration.
7. **Service Remuneration**, for a service that is inevitable to start, regardless of and influencing the final result, including knowledge of information for exchange and preliminary assessment of expert financial risk (if the results of the ordinary risk assessment are required), as part of Paragraph 4.

€ 4,000.-

8. **EIGHTER (8R) 7+1 Factor Risk Assessment Program** is an extremely important part of the project finance model for its approval by the lender—to grant the loan—and the insurer—the insurance part of the total value of the interest. Risk assessment expertise will provide our EU outsourcing (East Electric Company Ltd.) as part of Paragraph 4.

€ 1,000.-

B. **“Steps-to-Follow”** Phase, strictly:

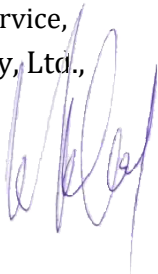
- a) **Confirmation.** PC confirms the terms and condition of this LC as herein above mentioned.
- b) **Professional Service Cost-Plus Fixed Fee (CPFF) Contract** ◀see more! Conclusion;
- c) **SWAT Analyses**, modification of the Cash-flow Pro-forma of the Business Plan into Excel-active program file of action plan *and* financial remote control system;
- d) **Guarantee.** PC provides corporate Promissory Notes ◀more! in compliance with specimen promising to pay the capital goods and services to be delivered and exposure fee (annual interest) under the project in 6-month.
- e) **Indemnity (optional).** IIC may prepare, print and provide corporate equity bonds as security, backed by the PC's shares; the number of the bonds is equal to the number of installments that amortize the debt.
- f) IIC works on *“arm's-length principle”* and *“Client-Centered” investment advisor “fee-only bases”*, ◀more! Therefore it does not collect commission or bonuses.
- g) **Payment of Commission Fee(s)** to **middlemen** both on IIC's site and on PC's site as percentage of the Project price as will be fixed in fee protection agreement(s).

A big part of the above obligations will be redirected to our EU outsourcing in Bulgaria, **East Electric Company Ltd.**, using free our licensed software. Thus, we are going to walk you through the loan application process, and hopefully you will be able to see the results right online.

We await your approval.

Confirm outsourcing service,  
East Electric Company, Ltd.,

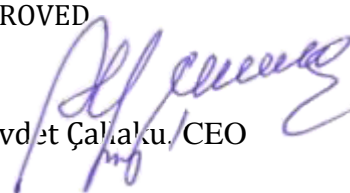
Kaloijan Penkov, CEO



RESPECTFULLY SUBMITTED,

  
Prof. George Angelow, CEO

APPROVED

  
Xhevdet Çalaku, CEO

(Date)