



CV. ARYA SENTOSA JAYA MAKMUR

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Bio MaX Java-Corporation

Bio MaX

AGROINDUSTRY / GENERAL TRADING / CONSULTANT BUSINESS / MINNING / TRADING COMMODITY.

No. : 0019/Pnwr-Invst-loan/ BG/SBLC-CREDITLINE-ASJM/X/ASJM-BMJC/2010
Hal : Penawaran Bebas Investasi –Loan BG/SBLC Credit line via Euroclear .
Lamp. : 4 (empat) lembar.

Kepada

Yth. Bapak/Ibu Pemilik/Owner Project.

Di Tempat.

Dengan hormat,

Dengan ini kami **Personal Arranger**, yang diberi mandat dari **LEMBAGA FASILITATOR** yang Menerbitkan **Bank Garansi (BG) / Stanby Letter of credit (SBLC)** via **EUROCLEAR** yang merupakan **Lembaga Internasional** yang membantu Para Pemegang Asset Berharga untuk direalisasikan bagi kemakmuran rakyat Indonesia (IFID) berupa **SURAT BERHARGA (Collateral, POF / Proof of Fund)** membuka peluang **Creditline via Euroclear**, kepada masyarakat Indonesia / **Pemilik (owner) Project** dalam membangun negeri lewat Proyek-Proyek di seluruh Tanah Air Indonesia baik yang bersifat Private atau Instansi / Pemerintah, memakai scheme **CREDITLINE**, dengan rincian sebagai berikut :

Product-product Investasi &/ Pinjaman (LOAN Creditline) :

1. **BG/SBLC Creditline (via UEROCLEAR)**
2. **Trading/Rent Collateral / Proof Of Fund.** (Dari Luar Negeri dan Dalam negeri = Bank Mandiri & BNI 46).

Special Enter Project (macam-macam Provek Investasi &/ pinjaman Loan Creditline) :

- **Kerjasama Proyek : GAS, OLI &/energy.**
- **Pembangunan : Pabrik Semen, Kimia, Petroganik, Kelapa Sawit.**
- **Pembangunan : Pasar, Rumah Sakit, Sekolah, Hotel, Apartemen, Pertambangan.**
- **Pembangunan : Perumahan, PLTU/PLTJ, Jalan Tol, Pelabuhan Laut, Bandara.**
- **Proyek APBD &/ APBN.**
- **ALL Projects.**

SYARAT DAN PROSES PENERBITAN BG/SBLC VIA EUROCLEAR :

1. Pemohon sudah memiliki **fasilitas creditline**; dibuktikan dengan **BCL** .
2. Bank pemberi creditline **punya akses ke Euroclear** .
3. Nilai BG/SBLC yang diminta **minimum USD/Euro 10 juta** .
4. Fasilitator/IFID memberikan contoh/draft transmission Euroclear (**MT799 atau MT760**) kepada pemohon untuk dikonsultasikan dengan bank Pemohon.
5. Pemohon menyerahkan **BCL, Bank Coordinate dan Project Summary** .
6. Fasilitator/IFID dan pemohon membuat perjanjian kerjasama.
7. Pemohon membayar **booking fee USD/Euro 2.500** (dua ribu lima ratus)/ **KONDISIONAL**.
8. Fasilitator/IFID dan pemohon membuat **joint account &/ ATAS NAMA PEMOHON** pada bank pemberi creditline.
9. Selama **14 banking day** sejak joint account, fasilitator/IFID terbitkan **MT799** dari bank papan atas dunia dengan beneficiary atas nama pemilik fasilitas creditline via Euroclear.
10. Fasilitator/IFID menyerahkan **bukti transmission Euroclear (MT799)** kepada beneficiary/pemohon.
11. Beneficiary/pemohon membayar **administration/transmission fee USD/Euro 25,000** (dua puluh lima ribu)/**KONDISIONAL** ke fasilitator/IFID.
12. Fasilitator/IFID segera **menerbitkan MT760** dengan beneficiary atas nama pemohon untuk diberikan kepada bank pemberi fasilitas creditline.



SIUP. 503/668/436.314/2008 - TDP. 13.07.351.02399

Management ASJM-BMJC 2010

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13. Bank pemberi fasilitas creditline memproses MT760 berdasarkan petunjuk transmission Euroclear dengan membuka **blocking code dan melakukan download.**
14. Paling lambat **5 banking day**, beneficiary/pemohon telah mencairkan creditline dengan jaminan BG/SBLC tersebut.
15. Dari nilai creditline/BG atau SBLC, beneficiary **mengirimkan 80% (delapan puluh persen) ke account Mitra Fasilitator** pada bank besar di Hong Kong untuk trade melalui PPP (Private Placement Program), sedangkan **10% ditransfer ke account fasilitator/ provider dan 10% sisanya** bisa dipergunakan beneficiary termasuk pembayaran arranger fee (Team Sukses : Fasilitator / IFID = 5%, Arranger = 5% (5% = 50 : 50 yaitu terdiri dari **Mr. Alin Sanjaya,SH dan/ Team Arranger lain** dr pihak Pemohon/beneficiary)).
16. Setelah **21 banking day** sejak account Mitra Fasilitator menerima 80%, maka provider akan mengirimkan kembali sebesar 100% ke account beneficiary.
17. Beneficiary/pemohon dapat mempergunakan dananya sebagaimana mestinya atau dibagi sesuai perjanjian beneficiary dengan **pihak ketiga** .
18. Menjelang akhir tahun jatuh tempo (**maturity date**) BG/SBLC, beneficiary dan fasilitator/IFID bertemu untuk membicarakan apakah akan diperpanjang atau tidak.
19. Ketentuan pembayaran transmission fee hanya berlaku bagi BG/SBLC via Euroclear, jika via swift ke bank beneficiary, maka dikenakan biaya **swift dari EROPA sebesar, sebagai berikut :**
 - a). Pengajuan : 5juta – 9juta = 50,000.00 usd/euro
 - b). Pengajuan : 10juta – 50juta = 100,000.00 usd/euro
 - c). Pengajuan : 50juta – 100juta = 175,000.00 usd/euro

Catatan :

*Urutan di atas akan berjalan sesuai urutannya dan tidak bisa ditukar.

*Mekanisme ini hanya berlaku 3 (tiga) bulan sejak Agustus 2010.-

Untuk Transaksi lewat Bank di Indonesia tidak bisa lewat EUROCLEAR jadi MASIH MEMAKAI SWIFT, harus open Account di Singapore BILA BERKEHANDAK EUROCLEAR.

Demikian Surat Penawaran **Investasi dan/atau Pendanaan (LOAN/Creditline)** ini dibuat, bila Bapak/Ibu Owner / Pemilik Project berminat, Harap Menghubungi Bapak Alin Sanjaya, SH, sebagai Personal Arranger, contact Person HP. 085236006671, maka mohon melengkapi **Proposal/Executive Summary, Profile Company** dan **copy dokumen Penting lainnya (Surat Pernyataan kesanggupan Pembayaran Booking Fee USD/Euro 2.500,00 dan Kesanggupan Pembayaran USD/Euro 25.000,00 setelah MT. 799 ON, BCL, Bank Coordinate dan Project Summary)** dalam pemenuhan dokumentasi administratif Penawaran ini.

Untuk meeting pemantapan dan pendataan kami mengharap kehadiran Bapak/Ibu di **Jember, Jawa Timur Indonesia**, dan/ bisa diagendakan secara / by email, Waktu dan tempat di atur sesuai agenda secara mufakat.

Untuk Grand Annual Meeting, MOU, Notarial dengan Fasilitator/IFID di kondisikan di Jakarta &/atau di Kuala Lumpur/singapura.

Atas segala perhatiannya diucapkan terima kasih.

Indonesia, 16 Oktober 2010

Hormat Kami,

Alin Sanjaya, SH

Director/CEO/Founder

CV. ARYA SENTOSA JAYA MAKMUR

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Memorandum Of Understanding (Nota Kesepahaman) (MOU)

Antara
Bapak Alin Sanjaya, SH

Dengan

Owner Project

Tentang

PERJANJIAN MENJADI PEMOHON INVESTASI &/ PINJAMAN DANA DENGAN PENERBITAN BG/SBLC CREDITLINE VIA EUROCLEAR

Dalam hal ini pada tanggal, _____ 2010, terjadi **Nota Kesepahaman (MOU)** kesepakatan perjanjian kerjasama menjadi **PEMOHON INVESTASI &/ PINJAMAN DANA DENGAN PENERBITAN BG/SBLC CREDITLINE VIA EUROCLEAR** dari **FUNDER** antara:

1. Bapak **Alin Sanjaya, SH** yang beralamat di Jl. Let. Jend. Sutoyo BTN L-07 Jember 68122 Jawa Timur Indonesia, dengan No. **KTP/ID. 3509212309770002**, No. **Rek BCA Jbr: 0243968434** a/n **Alin Sanjaya, Swiftcode : CENAIJJA**, sebagai **Personal Arranger** dari **FUNDER/Fasilitator/IFID**, untuk membuka peluang **PENAWARAN** Investasi &/ Pinjaman dana dengan penerbitan **BG / SBLC** creditline via euroclear kepada suatu Perseorangan &/ **Badan Hukum (CV&/PT/Instansi)** yang memiliki Proyek dan memerlukan dana sebagai Investasi dan atau pinjaman (LOAN) creditline BG/SBLC, dalam hal ini berlaku dan bertindak sebagai **Pihak Pertama**.
2. Bapak _____ yang beralamat di Jl. _____ Kota _____
_____ Kab. _____, Indonesia dengan No. **KTP/ID.** _____
_____, No **Rek. Bank.** _____, yang menjabat sebagai _____
_____, **CV/PT/Instansi.** _____, yang berminat mengajukan Penerbitan **BG / SBLC** creditline via Euroclear dari Funder/Fasilitator/IFID dalam Proyek : _____, dalam hal ini berlaku dan bertindak sebagai **Pihak Kedua**.

Terjadi Kesepakatan dengan masing-masing **Hak & Kewajiban** sebagai berikut:

- **Pihak Pertama** adalah dalam hal ini sebagai **sebagai Personal Arranger** dari **FUNDER/Fasilitator/IFID**, untuk membuka peluang **PENAWARAN** Investasi &/ Pinjaman dana dengan penerbitan **BG/SBLC** Creditline via Euroclear kepada suatu Perseorangan &/ **Badan Hukum (CV&/PT/Instansi)** yang memerlukan dana dalam suatu Project.
- **Pihak Kedua** adalah Pemohon yang mengajukan **Penerbitan BG / SBLC creditline via Euroclear** dari Funder/Fasilitator/IFID dalam Proyek : _____, Dan Pengajuan dana senilai USD/Euro. _____.
- Dalam Hal ini **Pihak Pertama** yang sifatnya sebagai **Personal Arranger/Broker** dari Fasilitator **Funder (IFID)** , memberikan gambaran dasar dalam proses program Permohonan Petnerbitan **BG/SBLC** creditline via euroclear .
- Dalam Hal ini **Pihak kedua** telah sanggup dan menyetujui **Persyaratan** sebagai berikut:
 1. **Sanggup dan menyetujui Scheme/ syarat & Proses penerbitan BG/SBLC sesuai dengan surat penawaran nomer : 0019/Pnwr-Invst-loan/ BG/SBLC-CREDITLINE-ASJM/X/ASJM-BMJC/2010 (19 Point).**
 2. **Sanggup melengkapi data (Proposal/Executive Summary, Profile Company dan copy dokumen Penting lainnya : Surat Pernyataan kesanggupan Pembayaran Booking Fee USD/Euro 2.500,00 dan Kesanggupan Pembayaran USD/Euro 25.000,00 setelah MT. 799 ON, Copy BCL, Bank Coordinate dan Project Summary** by email atau Paket POS.



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- **Sanggup dan menyetujui** membayar **Arranger Fee** terinci sebagai berikut :
 - kepada **Fasilitator / IFID** dengan memberikan Fee/Commision Sebesar 5% dari **Total pengajuan nilai BG/SBLC** yang dibayarkan sesuai **POINT 15** dalam Surat Penawaran.
 - **Kepada Bapak Alin Sanjaya, SH sebagai Personal Arranger** fasilitator Funder (IFID) dengan memberikan **Fee/commision : 2,5%** dari **Total pengajuan nilai BG/SBLC** sebagai **Hak** atas **Arranger/broker**, yang dibayarkan sesuai **POINT 15** dalam Surat Penawaran.
 - Kepada **Bapak _____** sebagai **Personal Arranger** dari **Pihak Pemohon** Penerbitan **BG/SBLC** dengan Memberikan **Fee/Commision : 2,5%** dari **Total pengajuan nilai BG/SBLC** sebagai **Hak** atas **Arranger/broker**, yang dibayarkan sesuai **POINT 15** dalam Surat Penawaran.
- **Akibat Hukum.**
Bilamana salah satu &/ Kedua belah pihak telah melakukan wanprestasi/ kecurangan atau perbuatan yang melanggar hukum, maka dapat dikenai hukum perdata pidana sesuai hukum yang berlaku di Indonesia Serta mengacu kepada hukum Internasional.

Demikian Nota Kesepahaman (MOU) /Perjanjian ini dibuat, demi kebaikan dan keuntungan bersama, dan bilamana dibutuhkan perubahan, maka disusun dengan kesepakatan bersama yang merupakan bagian yang tidak terpisahkan dari MOU ini, serta berlaku sejak ditandatangani oleh kedua belah pihak.

Kami menegaskan dengan wewenang penuh bahwa syarat-syarat di atas disetujui dan diterima bersama.

Sebagai bukti, para Pihak telah menandatangani pada hari ini, hari _____ tanggal _____ September, 2010 dan dengan demikian ini mengerti, setuju dan menerima semua persyaratan serta dilengkapi dengan tanda tangan serta berstempel dari Perjanjian ini.

Indonesia, _____ 2010

Untuk dan Atas nama Pemohon:
Nama Perusahaan Pemohon

PERSONAL ARRANGGER FASILITATOR BY:
CV. Arya sentosa Jaya Makmur

Nama:
Jabatan: **Chairman/CEO**
Nomer Passport :
Date of Issue:
Date of Issue:
Date of Expire:
Issued by:

Nama: **Alin Sanjaya**
Jabatan: **Director**
Number ID: **3509212309770002**
Issued by : **Indonesia**

Untuk dan Atas nama Fasilitator :
International Fund for Indonesia Development / IFID

SAKSI/ARRANGGER PEMOHON BY:

Nama: **Safari ANS**
Jabatan: **Chairman**
Passport Number:
Date of Issue:
Issued by:

Name:
Nomer Passport / ID :
Issued by:



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No. : 0019/Pnwr-Invst-loan / BG/SBLC-CREDITLINE-ASJM/X/ASJM-BMJC/2010
Page : Loan Offer Free Investment-BG / SBLC Creditline via Euroclear.
Lamp. : 4 (four) pieces.

Attn. To
Mr / Mrs Owner / Owner Project.
In Place.

Sincerely,

We hereby Personal Arranger, which is mandated from the Issuing **INSTITUTE FACILITATORS Bank Guarantee (BG) / standby letter of credit (SBLC) via Euroclear**, which is the International Institute for the help of the Shareholders in Asset Securities is to be realized for the prosperity of the people of Indonesia (**IFID**) in the form of **LETTER SECURITIES (Collateral, POF / Proof of Fund) Creditline opportunities via Euroclear**, to the people of Indonesia / Owner (owner) Project in building the country through Projects in Indonesia throughout the country whether they are Private or Agency / Government, **wearing CREDITLINE scheme, The details are as follows:**

Product-product & Investments / Loans (LOAN Creditline):

1. BG / SBLC Creditline (via UEROCLEAR)
2. Trading / Rent Collateral / Proof Of Funds. (From Abroad and from Indonesian Bank = Mandiri & BNI 46).

Enter Speciall Project (assorted Projects & Investment / Loan Creditline):

- o Cooperation Project: GAS, OIL & / energy.
- o Construction: Cement, Chemical, Petroganik, Kelapa Sawit.
- o Development: Markets, Hospitals, Schools, Hotels, Apartments, Mining.
- o Development: Housing, Power Plant / PLTJ, Toll Road, Sea Port, Airport.
- o Budgets & Projects / Budget.
- o ALL Projects.

TERMS AND PROCESS OF ISSUING BG / SBLC VIA Euroclear:

1. Applicant already **has facilities creditline confirmed** by BCL.
2. Bank giver creditline have **access to Euroclear**.
3. Value of BG / SBLC required **minimum USD / Euro 10 million**.
4. Facilitator / IFID give an example / draft transmission Euroclear (**MT799 or MT760**) to the applicant to consult with the applicant bank.
5. Applicants **submit BCL, Banks Coordinate and Project Summary**.
6. Facilitator / IFID and petitioner **made an agreement**.
7. Applicants pay **a booking fee of USD / EUR 2,500 (two thousand five hundred)/CONDITIONAL**.
8. Facilitator / IFID and applicants make a **joint account & / ON BEHALF OF APPLICANT** banks creditline giver.
9. During the **14th banking day** from the joint account, the facilitator / IFID **publish MT799** from the world's top banks with a beneficiary on behalf of the owner of the facility creditline via Euroclear.
10. Facilitator / IFID submit evidence of transmission Euroclear (**MT799**) to the beneficiary / applicant.
11. Beneficiary / applicant to **pay the administration / transmission fee of USD / Euro 25,000 (twenty five thousand)/CONDITIONAL** to the facilitator / IFID.
12. Facilitator / IFID **soon issue a MT760 with a beneficiary** on behalf of the applicant to be given to bank creditors creditline facilities.



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13. Bank giver creditline processing facilities MT760 based Euroclear transmission instructions by **opening the blocking code and do the download.**
14. No later than **5 banking day**, beneficiary / **applicant withdrew the creditline** with guaranteed BG / SBLC it.
15. From the value creditline / BG or SBLC, **beneficiary sends 80% (eighty percent)** to the Partner account facilitator at a large bank in Hong Kong to trade through the **PPP (Private Placement Programs)**, while **10%** transferred to the account facilitators / providers and **10% remaining can be used arranger beneficiary including payment fee** (Success Team: **Facilitator / IFID = 5%**, **Arranger = 5%** (**5% = 50: 50** which consists of **Mr.. Alin Sanjaya, SH and / Team Arranger other than the applicant / beneficiary**)).
16. After **21 banking day since the account Facilitator Partners receive 80%**, then the **provider will send you a return of 100% to the account beneficiary.**
17. Beneficiary / applicant may use their funds properly or divided according to agreements with third-party beneficiary.
18. Towards the end of the year of maturity (maturity date) BG / SBLC, beneficiary and facilitator / IFID met to discuss whether to extend or not.
19. Terms of payment of transmission fees apply only to the BG / SBLC via Euroclear, if the beneficiary to the bank via swift, **so swift charge from european are :**
 - a). Required : 5 – 10 Millions = 50,000.00 usd/euro
 - b). Required : 10 – 50 Millions = 100,000.00 usd/euro
 - c). Required : 50 – 100 Millions = 175,000.00 usd/euro

Note:

- * **The order of the above will be run according to the order and can not be exchanged.**
- * **This mechanism only applies to 3 (three) months from August 2010 .-**
- ***If the transaction from Indonesian bank, it will not be able via Euroclear, it must be by SWIFT, but if still via EUROCLEAR, the beneficiary must open Account in Singapore Bank.**

Similarly Investment Offer Letter and / or Funding (LOAN / Creditline) is made, if Mr / Mrs Owners / Project Owners are interested, Please Contact **Mr. Alin Sanjaya, SH, as Personal Arranger**, contact Person HP. (+62)85236006671, then please **complete the Proposal / Executive Summary, Company Profile and copy of other important documents (Letter of Commitment Fee Payment Booking USD / Euro 2500.00 and Undertaking Payment of USD / Euro 25000.00 after MT. 799 ON, BCL, Banks Coordinate and Project Summary)** in fulfilling the administrative documentation of this Offer. For meeting the establishment and data collection we expect the presence of Mr/ Mrs Owner Project / Applicant in Jember, East Java, Indonesia, and / can be scheduled by email, time and place set according to the agenda unanimously. For the Grand Annual Meeting, MOU, notarial with **Facilitator / IFID** in Condition in Jakarta and / or in Kuala Lumpur / Singapore.
For all the kind attention thank you.

Indonesia, October 16th, 2010.
Sincerely,

Alin Sanjaya, SH

Director / CEO / Founder
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(Memorandum of Understanding)

(MOU)

Between

Mr. Alin Sanjaya, SH

With

Project Owner

About

AGREEMENT TO APPLICANT

INVESTMENT & / LOAN FUND WITH THE ISSUANCE OF BG / SBLC CREDITLINE VIA Euroclear

In this case the date, ____ 2010, occurred a **Memorandum of Understanding (MOU)** agreement of cooperation agreements become **APPLICANT INVESTMENT & / LOAN FUND WITH THE ISSUANCE OF BG / SBLC CREDITLINE VIA Funder Euroclear** from among:

1. **Mr. Alin Sanjaya, SH** which is located at Jl. Let. Jend. Sutoyo BTN L-07 Jember 68122 East Java Indonesia, with Certificate. **ID. 3509212309770002**, No. Jbr Rek BCA Account Number : **0243968434**, account name: Alin Sanjaya, Swiftcode: **CENAIDJA**, as **Personal Arranger of Funder / Facilitator / IFID**, to **open up opportunities for investment SUPPLY & / loan fund with the publication of BG / SBLC creditline via Euroclear** to an **Individual & / Agency Law (CV & / PT / Agencies)** who have a project and need the funds as investment and / or loan (LOAN) creditline BG / SBLC, in this case applies and acts as the First Party.
2. Mr/Mrs _____ is located at Jl. City. , Kab. , Indonesia with No.KTP / ID. , No. Rek. Bank. , Who served as, CV / PT / Institutions. , Who are interested submit **Publishing BG / SBLC creditline** via Euroclear from Funder / Facilitator / IFID in Project: __, in this case applies and acts as the Second Party.

Happened Agreements with each of the Rights & Liabilities as follows:

- **First Party** is in this case as a **Personal Arranger of Funder / Facilitator / IFID**, to open up opportunities OFFERS Investments & / loan funds to the issuance of the BG / SBLC Creditline via Euroclear to an Individual & / Agency Law (CV & / PT / Agency) which require funds in a Project.
 - **The second** is the applicant who filed **Publication BG / SBLC creditline** via Euroclear from Funder / Facilitator / IFID in project: _____, And Filing funds worth USD / Euro. _____.
- In This First Party that are as **Personal Arranger / Broker of the Facilitator Funder (IFID)**, provides a basic overview of the process of application **programs Publication BG / SBLC creditline via Euroclear.**
- **In This second party has been able to and agree to the Terms as follows:**

1. **Able and approve** Scheme / terms & Process issuance of BG / SBLC in accordance with the offer letter number: **0019/Pnwr-Invst-loan / BG/SBLC-CREDITLINE-ASJM/X/ASJM-BMJC/2010 (19 Points).**
2. **Able to complete the data (Proposal / Executive Summary, Company Profile and copy and other important documents:**



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Letter of Commitment Fee Payment Booking USD / Euro 2500.00 and Undertaking Payment of USD / Euro 25000.00 after MT. 799 ON, Copy BCL, Banks Coordinate and Project Summary by email or POS package.

• **Able and agree to pay a fee Arranger detailed as follows:**

- o **To the Facilitator / IFID** by giving **Fee / Commission, 5%** of the total submission of the BG / SBLC to be paid in accordance **POINT 15** of the Letter of Offer.
- o **To Mr. Alin Sanjaya, SH as Personal Arranger fasilitator Funder (IFID)** by giving **Fee / commission: 2.5%** of the total submission of the BG / SBLC as the Right to Arranger / brokers, who are paid according to **Point 15** of the Letter of Offer.
- o **To Mr. _____ as Personal Arranger of Party Applicants** Publication BG / SBLC to Provide Fee / Commission: 2.5% of the total submission of the BG / SBLC as the Right to Arranger / brokers, who are paid according to Point 15 of the Letter of Offer.

• **Due to the Law.**

Whenever one and / Both sides have made default / fraud or illegal acts, then may be subject to appropriate civil law criminal law in Indonesia As well as referring to international law.

Similarly, the **Memorandum of Understanding (MOU)** / agreement is made, for the good and mutual benefit, and if necessary change, then compiled with the collective agreement as an integral part of this MOU, and the force since the signing by both parties.

We hereby confirm with full authority that the above terms are agreed and acceptable.

In witness whereof, the Parties hereto subscribed their signatures this day the ___rd day of September, 2010 and by doing so hereby understand, agree and accept all the terms and conditions so stated herein above and have affixed their signature below and initials of this Agreement.

Indonesia, _____ 2010

For and on behalf of Applicant:
COMPANY NAME

PERSONAL ARRANGGER FASILITATOR BY:
Arya sentosa Jaya Makmur, CV.

Name:
Title: **Chairman/CEO**
Passport Number/ID:
Date of Issue:
Date of Issue:
Date of Expire:
Issued by:

Name: **Alin Sanjaya**
Title: **Director**
ID Number: **3509212309770002**
Issued by : **Indonesia**

For and on behalf of Fasilitator:
International Fund for Indonesia Development / IFID

WITNESSED/ARRANGGER APLICANT BY:

Name: **Safari ANS**
Title: **Chairman**
Passport Number:
Date of Issue:
Issued by:

Name:
Passport Number :
Issued by:



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No. : 0020/Pnwr-Invst-loan/ BG/SBLC-LESSEE-ASJM/X/ASJM-BMJC/2010
Hal : Penawaran Bebas Investasi –Loan BG/SBLC-LESSEE MT760 HSBC BARCLAYS STANDARD LONDON .
Lamp. : 4 (empat) lembar.

Kepada

Yth. Bapak/Ibu Pemilik/Owner Project.

Di Tempat.

Dengan hormat,

Dengan ini kami **Personal Arranger**, yang diberi mandat dari **LEMBAGA FASILITATOR** yang merupakan **Lembaga Internasional** yang membantu Memfasilitasi Leasing BG/SBLC MT760 via **HSBC BARCLAYS STANDARD CHARTERED LONDON**, kepada masyarakat Indonesia / Pemilik (owner) Project /Para Pemohon Credit untuk All Project yang ada di dalam negeri dalam membangun negeri lewat Proyek-Proyek di seluruh Tanah Air Indonesia baik yang bersifat Private atau Instansi / Pemerintah, dan/ Proyek yang ada di Luar Negeri dengan rincian sebagai berikut :

Product yang bisa difasilitasi dalam Investasi &/ Pinjaman (LOAN Creditline) :

1. BG/SBLC Creditline (via UEROCLEAR)
2. Trading/Rent Collateral / Proof Of Fund. (Dari Luar Negeri dan Dalam negeri = Bank Mandiri & BNI 46).
3. Leasing BG/SBLC MT760 via HSBC BARCLAYS STANDARD CHARTERED LONDON.

Special Enter Project (macam-macam Proyek Investasi &/ pinjaman Loan Creditline) :

- o Kerjasama Proyek : GAS, OLI &/energy.
- o Pembangunan : Pabrik Semen, Kimia, Petroganik, Kelapa Sawit.
- o Pembangunan : Pasar, Rumah Sakit, Sekolah, Hotel, Apartemen, Pertambangan.
- o Pembangunan : Perumahan, PLTU/PLTJ, Jalan Tol, Pelabuhan Laut, Bandara.
- o Proyek APBD &/ APBN.
- o ALL Projects.

SYARAT DAN PROSES LEASING BG/SBLC MT760 via HSBC BARCLAYS STANDARD CHARTERED LONDON:

1. Pemohon sudah memiliki **fasilitas creditline**; dibuktikan dengan BCL .
2. Bank Pemohon pemberi creditline **punya akses ke Euroclear** .
3. Nilai BG/SBLC yang diminta **minimum USD/Euro 10 juta** .
4. Fasilitator/IFID memberikan contoh/draft (LOI Leasing dan FPA Lease BG/SBLC **MT760**) kepada pemohon (sesuai 0020/Pnwr-Invst-loan/ BG/SBLC-LESSEE-ASJM/X/ASJM-BMJC/2010).
5. Pemohon menyerahkan **BCL, Bank Coordinate dan Project Summary** .
6. Fasilitator/IFID dan pemohon membuat perjanjian kerjasama.
7. Pemohon **tidak membayar/GRATIS booking fee** (Permohonan bisa lewat ONLINE atau Grand Meeting di Singapore, dan segala biaya Mengundang Fasilitator/IFID ke Singapore serta biaya Notaris/Konsultant dan lawyer adalah ditanggung sepenuhnya oleh pemohon).
8. Fasilitator/IFID dan pemohon membuat draft IN LESSEE'S dan memorandum of Agreement (MOA) yang di isi oleh Pemohon.
9. Dari nilai creditline/BG atau SBLC, beneficiary **membayar Fee total 9% (Sembilan persen), 6% (Enam Persen) Face value** , sedangkan **3% (Tiga Persen) ditransfer ke account Mitra Fasilitator (1,5%), Fasilitator/IFID (1%) dan Arranger (0,5%)** (Arranger = 0,5% adalah 50 : 50 yaitu terdiri dari **Mr. Alin Sanjaya,SH** dan/ Team **Arranger lain** dr pihak Pemohon/beneficiary).
10. Menjelang akhir tahun jatuh tempo (**maturity date**) BG/SBLC , beneficiary dan fasilitator/IFID bertemu untuk membicarakan apakah akan diperpanjang atau tidak.

Catatan :

***Urutan di atas akan berjalan sesuai urutannya dan tidak bisa ditukar.**

***Mekanisme ini hanya berlaku 3 (tiga) bulan sejak Agustus 2010.-**



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Mekanisme sesuai Draft MoA

DESKRIPSI INSTRUMENT BANK :

1. Tipe Instrument : didukung Kas Bank Garansi ("BG") baru yang diterbitkan / Fresh-cut
2. Term : Satu (1) Tahun dan Satu (1) Hari
3. Issuing Bank : HSBC, Barclays atau London STANDARD CHARTERED.
4. Mata Uang : US \$ - Dolar Amerika Serikat
5. Nilai : 50 miliar Dolar AS (US \$ 50,000,000,000.00).
6. Denominasi : US Penjaminan Dolar per Bank US\$ 500.000.000,00
7. Biaya Fee : Enam Persen (6%) dari nilai Bank Garansi dimuka, ditambah komisi 3% kepada penyewa / Perantara lessor.
8. Cara Pembayaran : Bank Draft atau Tunai Cek ke Escrow.
9. Transaksi Mode : SWIFT MT-760 Dari Pengiriman

1. Provider dan Klien selanjutnya setuju sebagai berikut:

- 1.1. Bahwa Pemberi Pinjaman akan meminjamkan Efek kepada Peminjam, dan Peminjam akan meminjam Efek dari Pemberi Pinjaman sesuai dengan persyaratan dan ketentuan Perjanjian ini.
- 1.2. Pemberi Pinjaman menyediakan kepada Peminjam kesempatan untuk menerima dalam "Dana Pertama Mode" dan menggunakan Bank Instrumen dalam bentuk Bank Garansi, Standby Letter of Credit atau Sertifikat Deposito yang mungkin diinginkan dan disetujui oleh Peminjam (selanjutnya Instrumen Bank), mengikuti Bea Seragam dan Praktek untuk Dokumenter Kredit UCP dari International Chamber of Commerce Paris sesuai syarat dari "Aplikasi Untuk Sewa Bank Instrumen" dikirim dari Peminjam untuk Pemberi Pinjaman, di bawah kondisi yang tercantum di bawah.
- 1.3. Tujuan khusus dari penggunaan kata Bank Instrumen tujuan dari Kredit Pendukung, untuk membantu usaha dari Peminjam.

2. Prosedur

- 2.1. Lessor / Lessee menandatangani Nota Kesepahaman.
- 2.2. Lessee isu Standby Letter of Credit MT700 mendukung Lessor meliputi Biaya Sewa Charge sebesar 6% +3 dari usd500m atau jumlah apapun untuk tahap pertama
- 2.3. Lessor melalui banknya memverifikasi Standby Letter of Credit MT700 dengan Peminjam's Bank.
- 2.4. Setelah verifikasi keberhasilan Standby Letter of Credit MT700, lessor akan mengeluarkan BG / SBLC / CD Pra-nasihat dan memberikan yang sama dengan SWIFT MT799 ke Lessee Bank.
- 2.5. Lessee Bank akan memverifikasi MT799 Pra-saran dan mengkonfirmasi kesiapan untuk menerima Operative BG / SBLC / CD oleh SWIFT MT760.
- 2.6. Lessor Bank akan mengirim dan memberikan Operative BG / SBLC / CD oleh SWIFT dan sekarang copy ke Lessee.
- 2.7. Setelah sukses verifikasi dan konfirmasi dari Operative BG / SBLC / CD, lessor penarikan di Standby Letter of Credit MT700 dikeluarkan untuk Lessor oleh Lessee's Bank.

3. Berlaku dengan Efek yang dipinjamkan Harga

- 3.1. Peminjam harus membayar kepada kreditur, biaya sewa yang disepakati sebesar 5% (lima Persen) dari jumlah wajah instrumen untuk jangka waktu satu tahun dan satu hari.
- 3.2. Mandat biaya dan biaya Perantara komisi akan dibayarkan sesuai dengan perjanjian terpisah (FPA) antara Peminjam dan Perantara.

4. Kepemilikan Instrumen Bank

- 4.1. Kecuali khusus ditetapkan dalam tulisan masa depan ditandatangani oleh pemberi pinjaman, Bank Instrumen dan setiap saat akan tetap menjadi harta pribadi yang dimiliki oleh pemberi pinjaman dan bukan oleh Peminjam atau orang lain atau badan.

5. Peminjam Hak untuk Hentikan Perjanjian:

Peminjam dapat mengakhiri Perjanjian ini setiap saat, dengan mengirimkan pemberitahuan tertulis kepada Lender. Peminjam harus mengembalikan Instrumen Bank segera setelah pengakhiran tersebut Perjanjian.

6. Peminjam Kewajiban untuk Re-Delivery:

Peminjam harus mengembalikan instrumen bank tidak terbebani untuk kreditur 15 hari sebelum tanggal jatuh tempo nya. Jika Peminjam gagal mengembalikan Bank Instrumen 15 hari sebelum jatuh tempo sesuai dengan Perjanjian ini, Peminjam bertanggung jawab atas kerusakan yang diakibatkan demikian dan Perjanjian ini akan batal dan tidak berlaku. Peminjam akan memiliki kemungkinan untuk memperpanjang masa sewa guna usaha selama 2 tahun.

7. Substitusi Agunan:

Peminjam, sebelum tanggal jatuh tempo dari instrumen bank dipinjamkan, mungkin telah memberikan atau memberikan Alternatif Jaminan diterima kreditur atau kas sebesar nilai pasar keseluruhan Instrumen dipinjamkan pada hari kerja yang sama.

8. Perjanjian Penugasan:

Perjanjian ini tidak dapat diberikan kepada pihak ketiga manapun tanpa persetujuan tertulis terlebih dahulu dari kreditur.



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9. Kreditur Jaminan:

- 9.1. Pemberi Pinjaman dengan ini menjamin dan menyanggupi untuk Peminjam secara terus maksud bahwa jaminan tersebut harus bertahan penyelesaian transaksi apa pun yang dimaksudkan di sini bahwa, di mana bertindak sebagai Lender.
9.2. Peminjam Lender hibah lisensi eksklusif untuk menggunakan Instrumen Bank. Lisensi dapat dialihkan kepada pihak ketiga lainnya hanya setelah otorisasi dari kreditur.

10. Jaminan peminjam

Peminjam dengan ini menjamin dan menyanggupi untuk kreditur secara terus maksud bahwa jaminan tersebut harus bertahan penyelesaian transaksi apa pun yang dimaksudkan di sini bahwa, di mana bertindak sebagai Peminjam.

- 10.1. Peminjam wajib untuk mengamati perawatan karena bila menggunakan bank Instrumen dan harus memastikan bahwa jumlah Instrumen Bank ditutupi oleh aset memadai atau asuransi.
10.2. Peminjam juga memberikan bahwa ia memiliki kemampuan dana atau fasilitas kredit, untuk membayar pinjaman / biaya pinjaman pada saat penandatanganan perjanjian ini dan dalam saat kesimpulan keberhasilan transaksi ini.
10.3. Peminjam menyanggupi dan menjamin bahwa tidak ada ketentuan Perjanjian ini melanggar atau bertentangan dengan perjanjian atau kontrak antara Peminjam dan Bank Ditunjuk nya

Catatan !!!

Ketentuan pembayaran transmission fee hanya berlaku bagi BG/SBLC via Euroclear, jika via swift ke bank beneficiary, maka dikenakan biaya swift dari EROPA sebesar, sebagai berikut :

- a). Pengajuan : 5juta – 9juta = 50,000.00 usd/euro
b). Pengajuan : 10juta – 50juta = 100,000.00 usd/euro
c). Pengajuan : 50juta – 100juta = 175,000.00 usd/euro

Untuk Transaksi lewat Bank di Indonesia tidak bisa lewat EUROCLEAR jadi MASIH MEMAKAI SWIFT, harus open Account di Singapore BILA BERKEHANDAK EUROCLEAR.

Demikian Surat Penawaran Investasi dan/atau Pendanaan (LOAN/Creditline) ini dibuat, bila Bapak/Ibu Owner / Pemilik Project berminat, Harap Menghubungi Bapak Alin Sanjaya, SH, sebagai Personal Arranger, contact Person HP. 085236006671, maka mohon melengkapi Proposal/Executive Summary, Profile Company dan copy dokumen Penting lainnya (Surat Pernyataan kesanggupan Permohonan Leasing BG/SBLC MT760 via HSBC BARCLAYS STANDARD CHARTERED LONDON , BCL, Bank Coordinate dan Project Summary) dalam pemenuhan dokumentasi administratif Penawaran ini.

Untuk meeting pemantapan dan pendataan kami mengharap kehadiran Bapak/Ibu di Jember, Jawa Timur Indonesia, dan/ bisa diagendakan secara / by email, Waktu dan tempat di atur sesuai agenda secara mufakat.

Untuk Grand Annual Meeting, MOU, Notarial dengan Fasilitator/IFID di kondisikan di Jakarta &/atau di Kuala Lumpur/singapura.

Atas segala perhatiannya diucapkan terima kasih.

Indonesia, 16 oktober 2010

Hormat Kami,

Alin Sanjaya, SH

Director/CEO/Founder

CV. ARYA SENTOSA JAYA MAKMUR

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Memorandum Of Understanding

(Nota Kesepahaman)
(MOU)

Antara
Bapak Alin Sanjaya, SH

Dengan

Owner Project

Tentang

PERJANJIAN MENJADI PEMOHON INVESTASI &/ PINJAMAN DANA DENGAN SISTEM LEASING BG/SBLC MT760 via HSBC BARCLAYS STANDARD CHARTERED LONDON

Dalam hal ini pada tanggal, _____ 2010, terjadi **Nota Kesepahaman (MOU)** kesepakatan perjanjian kerjasama menjadi PEMOHON INVESTASI &/ PINJAMAN DANA DENGAN LEASING BG/SBLC MT760 via HSBC BARCLAYS STANDARD CHARTERED LONDON dari FUNDER antara:

1. **Bapak Alin Sanjaya, SH** yang beralamat di Jl. Let. Jend. Sutoyo BTN L-07 Jember 68122 Jawa Timur Indonesia, dengan No. KTP/ID. 3509212309770002, No. Rek BCA Jbr: 0243968434 a/n Alin Sanjaya, Swiftcode : CENAIJJA, sebagai **Personal Arranger** dari FUNDER/Fasilitator/IFID, untuk membuka peluang PENAWARAN Investasi &/ Pinjaman dana dengan sistem Leasing BG/SBLC MT760 via HSBC BARCLAY STANDARD CHARTERED LONDON kepada suatu Perseorangan &/Badan Hukum (CV&/PT/Instansi) yang memiliki Proyek dan memerlukan dana sebagai Investasi dan atau pinjaman (LOAN) BG/SBLC, dalam hal ini berlaku dan bertindak sebagai **Pihak Pertama**.
2. **Bapak** _____ yang beralamat di Jl. _____ Kota. _____ Kab. _____, Indonesia dengan No.KTP/ID. _____, No Rek. Bank. _____, yang menjabat sebagai _____ CV/PT/Instansi. _____, yang berminat mengajukan Leasing BG / SBLC dengan sistem Leasing BG/SBLC MT700 via HSBC BARCLAY STANDARD CHARTERED LONDON dari Funder/Fasilitator/IFID dalam Proyek : _____, dalam hal ini berlaku dan bertindak sebagai **Pihak Kedua**.

Terjadi Kesepakatan dengan masing-masing **Hak & Kewajiban** sebagai berikut:

- **Pihak Pertama** adalah dalam hal ini sebagai **sebagai Personal Arranger** dari FUNDER/Fasilitator/IFID, untuk membuka peluang PENAWARAN Investasi &/ Pinjaman dana dengan sistem Leasing BG/SBLC MT760 via HSBC BARCLAY STANDARD CHARTERED LONDON kepada suatu Perseorangan &/Badan Hukum (CV&/PT/Instansi) yang memerlukan dana dalam suatu Project.
- **Pihak Kedua** adalah Pemohon yang mengajukan Pinjaman Dana dengan sistem Leasing BG/SBLC MT700 via HSBC BARCLAY STANDARD CHARTERED LONDON dari Funder/Fasilitator/IFID dalam Proyek : _____, Dan Pengajuan dana senilai USD/Euro. _____.
- Dalam Hal ini **Pihak Pertama** yang sifatnya sebagai **Personal Arranger/Broker** dari Fasilitator **Funder (IFID)** , memberikan gambaran dasar dalam proses program Permohonan Pengajuan Pinjaman Dana dengan **sistem Leasing BG/SBLC MT760 via HSBC BARCLAY STANDARD CHARTERED LONDON**.
- Dalam Hal ini **Pihak kedua** telah sanggup dan menyetujui **Persyaratan** sebagai berikut:
 1. **Sanggup dan menyetujui Scheme/ syarat & Proses Leasing BG/SBLC MT760 via HSBC BARCLAY STANDARD CHARTERED LONDON** sesuai dengan surat penawaran nomer : **0020/Pnwr-Invst-loan/BG/SBLC-CREDITLINE-ASJM/X/ASJM-BMJC/2010 (10 Point & mekanisme sesuai DRAFT MOA)**.
 2. **Sanggup melengkapi data (Proposal/Executive Summary, Profile Company dan copy dokumen Penting lainnya : Surat Pernyataan kesanggupan , Copy BCL, Bank Coordinate dan Project Summary** by email atau Paket POS.



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- **Sanggup dan menyetujui** membayar **Arranger Fee** terinci sebagai berikut :
 - kepada **Fasilitator / IFID** dengan memberikan Fee/Commision Sebesar **1%** dari **Total pengajuan nilai BG/SBLC** yang dibayarkan sesuai **POINT 9** dalam Surat Penawaran.
 - **Kepada Bapak Alin Sanjaya, SH sebagai Personal Arranger** fasilitator Funder (IFID) dengan memberikan **Fee/commision : 0,25%** dari **Total pengajuan nilai BG/SBLC** sebagai **Hak** atas **Arranger/broker**, yang dibayarkan sesuai **POINT 9** dalam Surat Penawaran.
 - Kepada **Bapak _____** sebagai **Personal Arranger** dari **Pihak Pemohon** Penerbitan **BG/SBLC** dengan Memberikan **Fee/Commision : 0,25%** dari **Total pengajuan nilai BG/SBLC** sebagai **Hak** atas **Arranger/broker**, yang dibayarkan sesuai **POINT 9** dalam Surat Penawaran.
- **Akibat Hukum.**
Bilamana salah satu &/ Kedua belah pihak telah melakukan wanprestasi/ kecurangan atau perbuatan yang melanggar hukum, maka dapat dikenai hukum perdata pidana sesuai hukum yang berlaku di Indonesia Serta mengacu kepada hukum Internasional.

Demikian Nota Kesepahaman (MOU) /Perjanjian ini dibuat, demi kebaikan dan keuntungan bersama, dan bilamana dibutuhkan perubahan, maka disusun dengan kesepakatan bersama yang merupakan bagian yang tidak terpisahkan dari MOU ini, serta berlaku sejak ditandatangani oleh kedua belah pihak.

Kami menegaskan dengan wewenang penuh bahwa syarat-syarat di atas disetujui dan diterima bersama.

Sebagai bukti, para Pihak telah menandatangani pada hari ini, hari _____ tanggal _____ bulan _____, 2010 dan dengan demikian ini mengerti, setuju dan menerima semua persyaratan serta dilengkapi dengan tanda tangan serta berstempel dari Perjanjian ini.

Indonesia, _____ 2010

Untuk dan Atas nama Pemohon:
Nama Perusahaan Pemohon

PERSONAL ARRANGGER FASILITATOR BY:
CV. Arya sentosa Jaya Makmur

Nama: _____
Jabatan: **Chairman/CEO**
Nomer Passport : _____
Date of Issue: _____
Date of Issue: _____
Date of Expire: _____
Issued by: _____

Nama: **Alin Sanjaya**
Jabatan: **Director**
Number ID: **3509212309770002**
Issued by : **Indonesia**

Untuk dan Atas nama Fasilitator :
International Fund for Indonesia Development / IFID

SAKSI/ARRANGGER PEMOHON BY:

Nama: **Safari ANS**
Jabatan: **Chairman**
Passport Number: _____
Date of Issue: _____
Issued by: _____

Name: _____
Nomer Passport / ID : _____
Issued by: _____



SIUP. 503/668/436.314/2008 - TDP. 13.07.351.02399

Management ASJM-BMJC 2010
This Notice is under Licencee with Law&Act Indonesia
Registration Number 171/PN-INA/01-2008/CV.
Belongs & haved :
CV. ARYA SENTOSA JAYA MAKMUR.
Co. Bio MaX Java-Corporation.



CV. ARYA SENTOSA JAYA MAKMUR

Corporate Address. Let. Jend Sutoyo BTN L-07 Jember 68122
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www.biomax-javacorporation.com

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AGROINDUSTRY / GENERAL TRADING / CONSULTANT BUSINESS / MINNING / TRADING COMMODITY.

No. : 0020/Pnwr-Invst-loan / BG/SBLC-LESSEE-ASJM/X/ASJM-BMJC/2010

Page: Loan Offer Free Investment-BG / SBLC MT760-lessee HSBC Barclays STANDARD LONDON.

Lamp. : 4 (four) pieces.

To

Yth. Mr / Mrs Owner / Owner Project.

In Place.

Sincerely,

We hereby Personal Arranger, which is mandated from **INSTITUTE FACILITATORS** which is the International Institute that helps facilitate **Leasing BG / SBLC MT760 via HSBC STANDARD CHARTERED LONDON BARCLAYS**, the people of Indonesia / Owner (owner) Project / The Applicant Credit for All Project, which is on in the country in building the country through Projects in Indonesia throughout the country whether they are Private or Agency / Government, and / Projects in Foreign Affairs with the following details:

Product can be facilitated in the Investment & / Loan (LOAN Creditline):

1. BG / SBLC Creditline (via UEROCLEAR)
2. Trading / Rent Collateral / Proof Of Funds. (From Abroad and from Indonesian Bank = Mandiri & BNI 46).
3. Leasing BG / SBLC MT760 via HSBC Barclays STANDARD CHARTERED LONDON.

Enter Special Project (assorted Projects & Investment / Loan Creditline):

- o Cooperation Project: GAS, OIL & / energy.
- o Construction: Cement, Chemical, Petroganik, Kelapa Sawit.
- o Development: Markets, Hospitals, Schools, Hotels, Apartments, Mining.
- o Development: Housing, Power Plant / PLTJ, Toll Road, Sea Port, Airport.
- o Budgets & Projects / Budget.
- o ALL Projects.

TERMS AND PROCESS LEASING BG / SBLC MT760 via HSBC Barclays STANDARD CHARTERED LONDON:

1. Applicant already has facilities **creditline** confirmed by **BCL**.
2. Petitioner Bank giver creditline **have access** to Euroclear.
3. Value of BG / SBLC required minimum **USD / Euro 10 million**.
4. Facilitator / IFID give an example / draft (**LOI and FPA Leasing Lease BG / SBLC MT760**) to the applicant (in accordance 0017/Pnwr-Invst-loan / BG/SBLC-LESSEE-ASJM/IX/ASJM-BMJC/2010).
5. Applicants submit **BCL, Banks Coordinate and Project Summary**.
6. Facilitator / IFID and petitioner made **an agreement**.
7. Petitioner **did not pay / FREE booking fee** (Application can be **via ONLINE or Grand Meeting in Singapore**, and all costs Inviting Facilitators / IFID to Singapore and Notary fees / consultant and the lawyer is fully borne by the applicant).
8. Facilitator / IFID and petitioner **drafted'S IN lessee and the memorandum of Agreement (MOA)** that the contents of the petition.
9. From the value creditline / BG or SBLC, **beneficiary pays a total fee of 9% (nine percent), 6% (six percent) Face value, while 3% (Three percent) is transferred to the Partner account Facilitator (1.5%), Facilitator / IFID (1%) and Arranger (0.5%) (Arranger = 0.5% is 50: 50 which consists of Mr. Alin Sanjaya, SH and / Team Arranger other party dr Applicant / beneficiary).**
10. Towards the end of the year of maturity (maturity date) BG / SBLC, beneficiary and facilitator / IFID met to discuss whether to extend or not.

Note:

- * **The order of the above will be run according to the order and can not be exchanged.**
- * **This mechanism only applies to 3 (three) months from August 2010 .-**



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The mechanism according to the draft MoA

BANK INSTRUMENT DESCRIPTION:

1. Instrument Type: **Cash supported the Bank Guarantee ("BG") recently issued / Fresh-cut**
2. Term: **One (1) Year and One (1) Day**
3. Issuing Bank: **HSBC, Barclays or London STANDARD CHARTERED.**
4. Currency: **U.S. \$ - U.S. Dollar**
5. Score: **50 billion U.S. Dollars (U.S. \$ 50,000,000,000.00).**
6. Denomination: **U.S. Dollars per Bank Guarantee of U.S. \$ 500,000,000.00**
7. Fee Fee: **Six Percent (6%) of the Bank Guarantee in advance, plus a 3% commission to the tenant / Broker lessor.**
8. Payment Method: **Bank Draft or Cashier Checks to Escrow.**
9. Transaction Mode: **SWIFT MT-760 From Delivery**

1. Provider and Client further agree as follows:

- 1.1. That the Lender will lend Securities to Borrower, and Borrower will borrow securities from the Lender in accordance with the terms and conditions of this Agreement.
- 1.2. Lender to the Borrower provides the opportunity to receive the "First Fund Mode" and use the Instrument Bank in the form of Bank Guarantees, Standby Letters of Credit or Certificate of Deposit that may be desired and approved by the Borrower (hereinafter Instrument Bank), follow the Uniform Customs and Practice for Documentary UCP credit from the International Chamber of Commerce in Paris, according to the terms of the "Application For Lease Bank Instruments" sent from the Borrower to the Lender, under the conditions listed below.
- 1.3. The specific objectives of the use of the central bank said the purpose of the Credit Enhancement Instrument, to help the business of the Borrower.

2. Procedure

- 2.1. Lessor / lessee signed a Memorandum of Understanding.
- 2.2. Lessee issue of Standby Letters of Credit MT700 supports Lessor Rental fee includes a 6% +3 Charge of usd500m or any amount for the first phase
- 2.3. Lessor through his bank to verify the Standby Letter of Credit MT700 with the Borrower's Bank.
- 2.4. After verifying the success of Standby Letters of Credit MT700, the Lessor will issue the BG / SBLC / CD Pre-advance and provide the same with the Bank SWIFT MT799 to the Lessee.
- 2.5. Lessee Bank will verify MT799 Pre-advance and confirm the readiness to accept Operative BG / SBLC / CD by SWIFT MT760.
- 2.6. Lessor Bank will send and give Operative BG / SBLC / CD by SWIFT and is now copied to the Lessee.
- 2.7. After the successful verification and confirmation of Operative BG / SBLC / CD, lessor withdrawal in MT700 Standby Letters of Credit issued to the Lessor by the Lessee's Bank.

3. Applicable to Securities lent Prices

- 3.1. Borrower shall pay to the creditors, who agreed rental fee of 5% (five percent) of the face amount of the instrument for a period of one year and one day.
- 3.2. The mandate of the costs and expenses Brokerage commissions will be paid in accordance with a separate agreement (FPA) between the Borrower and the Broker.

4. Ownership of Bank Instruments

- 4.1. Except as specifically set forth in writing signed by future lenders, the Bank Instrument and any time will remain the personal property owned by the lender and not by the Borrower or any other person or entity.

5. Borrower Right to Terminate Agreement

Borrowers may terminate this Agreement at any time, by sending written notice to Lender. Borrowers should return the Instrument Bank Agreement immediately after such termination.

6. Borrower Obligation to Re-Delivery:

Borrowers should return the bank instrument unencumbered to creditors 15 days before her due date. If the borrower fails to return the Instrument Bank 15 days prior to maturity in accordance with this Agreement, the Borrower is responsible for any damages caused thereby and this Agreement shall be null and void. Borrowers will have the possibility to extend the lease term for 2 years.

7. Substitution of Collateral:

The borrower, before the maturity date of the instrument on loan bank, may have provided or provide acceptable alternative lender or cash guarantee for the overall market value of loaned instruments on the same working day.

8. Assignment Agreement:

This agreement can not be given to any third party without prior written consent of the creditors.

9. Creditor Collateral:

- 9.1. Lender hereby warrants and undertakes to the Borrower on an ongoing intention that such guarantee shall survive completion



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of any transaction contemplated herein that, where acting as a lender.

9.2. Borrower Lender grants exclusive license to use the Instrument Bank. Licenses can be transferred to other third parties only after authorization from the creditor.

10. Borrower collateral

Borrower hereby warrants and undertakes to creditors on an ongoing intention that such guarantee shall survive completion of any transaction contemplated herein that, where acting as a borrower.

10.1. Borrowers are obliged to observe due care when using instruments and banks should ensure that the number of instruments the Bank is covered by sufficient assets or insurance.

10.2. The borrower also provides that he has the ability of funds or credit facilities, to pay the loan / borrowing costs at the time of signing this agreement and the successful conclusion during this transaction.

10.3. Borrower presents and ensure that no provision of this Agreement violates or is contrary to the agreement or contract between the Borrower and its Designated Bank

Note !!!

Terms of payment of transmission fees apply only to the BG / SBLC via Euroclear, if the beneficiary to the bank via swift, so swift charge from european are :

- a). Required : 5 – 10 Millions = 50,000.00 usd/euro
- b). Required : 10 – 50 Millions = 100,000.00 usd/euro
- c). Required : 50 – 100 Millions = 175,000.00 usd/euro

***If the transaction from Indonesian bank, it will not be able via Euroclear, it must be by SWIFT, but if still via EUROCLEAR, the beneficiary must open Account in Singapore Bank.**

Similarly Investment Offer Letter and / or Funding (LOAN / Creditline) is made, if Mr / Mrs Owners / Project Owners are interested, Please Contact **Mr. Alin Sanjaya, SH**, as **Personal Arranger**, contact Person HP. (+62)85236006671, then please complete the Proposal / Executive Summary, Company Profile and copy and other important documents (**Letter of Commitment to Application Leasing BG / SBLC MT760 via HSBC Barclays STANDARD CHARTERED LONDON, BCL, Banks Coordinate and Project Summary**) in fulfilling the administrative documentation of this Offer.

For meeting the establishment and data collection we expect the presence of Mr /Mrs in Jember, East Java, Indonesia, and / can be scheduled by / by email, time and place set according to the agenda unanimously. For the Grand Annual Meeting, MOU, notarial with Facilitator / IFID in Condition in Jakarta and / or in Kuala Lumpur / Singapore.

For all the kind attention thank you.
Indonesia, October 20th 2010.
Sincerely,

Alin sanjaya, SH

Director / CEO / Founder

CV. Arya Sentosa Jaya makmur

Email : biomax_biomax@yahoo.co.id

Address : Jl. Let Jend Sutoyo BTN L-07 Jember 68122 East Java Indonesia

Ph. (+62) 8523 600 6671 / (+62) 87 857 641 533



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(Memorandum of Understanding) (MOU)

Between
Mr. Alin Sanjaya, SH

With
Project Owner

About

AGREEMENT TO APPLICANT
INVESTMENT & / LOAN FUND WITH THE LEASING BG / SBLC MT760 via HSBC BARCLAYS STANDARD
CHARTERED LONDON.

In this case the date, _____ 2010, occurred a Memorandum of Understanding (MOU) agreement of cooperation agreements become APPLICANT INVESTMENT & / LOAN FUND WITH THE LEASING BG / SBLC MT760 via HSBC Barclays STANDARD CHARTERED LONDON from Funder between:

1. Mr. Alin Sanjaya, SH which is located at Jl. Let. Jend. Sutoyo BTN L-07 Jember 68122 East Java Indonesia, with Certificate. ID / ID. 3509212309770002, Bank Account Number BCA: 0243968434 a / n Alin Sanjaya, Swiftcode: CENAIDJA, as Personal Arranger of Funder / Facilitator / IFID, to open up opportunities for investment & / loan funds with the Leasing BG / SBLC MT760 via HSBC Barclay LONDON STANDARD CHARTERED to an Individual & / Agency Law (CV & / PT / Agencies) who have a project and need the funds as investment and / or loan (LOAN) BG / SBLC, in this case applies and acts as the First Party.

2. Mr. _____ is located at Address _____, City _____, Nations _____, with Passport / ID. _____, Bank Account Number _____, Swiftcode _____, Who served as: _____, CV / PT / Institutions. _____, Who are interested submit Leasing BG / SBLC Leasing system BG / SBLC MT760 via HSBC Barclay LONDON STANDARD CHARTERED from Funder / Facilitator / IFID in Project: _____, in this case applies and acts as the Second Party.

Happened Agreements with each of the Rights & Liabilities as follows:

- **First Party** is in this case as a Personal Arranger of Funder / Facilitator / IFID, to open up opportunities OFFERS Investments & / loan funds with the Leasing BG / SBLC MT760 via HSBC Barclay STANDARD CHARTERED LONDON to an Individual & / Agency Law (CV & / PT / Agencies) who need funds for Projects.
- **The Second Party** is the applicant who filed Loan Fund with the Leasing BG / SBLC MT760 via HSBC Barclay LONDON STANDARD CHARTERED from Funder / Facilitator / IFID in project: _____, And Filing funds worth USD / Euro. _____.
- In This **First Party** that are as **Personal Arranger / Broker of the Facilitator Funder (IFID)**, provides a basic overview of the process of application programs with systems Loan Fund Leasing BG / SBLC MT700 via HSBC Barclay STANDARD CHARTERED LONDON.

• In This Second Party has been able to and agree to the Terms as follows:

1. Able and approve Scheme / terms & Process Leasing BG / SBLC MT760 via HSBC Barclay LONDON STANDARD CHARTERED accordance with the offer letter number: 0020/Pnwr-Invst-loan / BG/SBLC MT760-lessee HSBC BARCLAYS STANDARD LONDON CREDITLINE-ASJM/X/ASJM-BMJC/2010 (10 Point & mechanism in accordance DRAFT MOA).
2. Able to complete the data (Proposal / Executive Summary, Company Profile and copy and other important documents: Letter of Commitment, Copy BCL, Banks Coordinate and Project Summary Package by email or POS.

• Able and agree to pay a fee Arranger detailed as follows:

- To **The Facilitator / IFID** by giving Fee / Commission 1% of the total submission of the BG / SBLC to be paid in accordance POINT 9 in the Letter of Offer.
- To **Mr. Alin Sanjaya, SH** as **Personal Arranger fasilitator Funder (IFID)** by giving Fee / commission: 0.25% of the total submission of the BG / SBLC as the Right to Arranger / brokers, who are paid according to Point 9 in the Letter of Offer.
- To **Mr. _____** sebagai **Personal Publishing Arranger of Party Applicants BG / SBLC** to Provide Fee / Commission: 0.25% of the total submission of the BG / SBLC as the Right to Arranger / brokers, who are paid according to Point 9 in the Letter of Offer.



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• Due to the Law.

Whenever one and / Both sides have made default / fraud or illegal acts, then may be subject to appropriate civil law criminal law in Indonesia As well as referring to international law.

Similarly, the Memorandum of Understanding (MOU) / agreement is made, for the good and mutual benefit, and if necessary change, then compiled with the collective agreement as an integral part of this MOU, and the force since the signing by both parties.

We affirm with full authority that the conditions above be approved and accepted together.

As proof, the Parties have signed on this day, _____, _____ month _____, 2010 and as such it understand, agree to and accept all the requirements and equipped with the signature and stamped from this Agreement.

Indonesia, _____ 2010

For and on behalf of Applicant:
COMPANY NAME

PERSONAL ARRANGGER FASILITATOR BY:
Arya sentosa Jaya Makmur,CV.

Name:
Title: **Chairman/CEO**
Passport Number/ID:
Date of Issue:
Date of Issue:
Date of Expire:
Issued by:

Name: **Alin Sanjaya**
Title: **Director**
ID Number: **3509212309770002**
Issued by : **Indonesia**

For and on behalf of Fasilitator:
International Fund for Indonesia Development / IFID

WITNESSED/ARRANGGER APLICANT BY:

Name: **Safari ANS**
Title: **Chairman**
Passport Number:
Date of Issue:
Issued by:

Name:
Passport Number :
Issued by:



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