

Tony Bobulinski
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August 1, 2017

CEFC China Energy Company Ltd.
111 Xingguo Road,
Xuhui District,
Shanghai,
Peoples Republic of China
200031

Dear CEFC Risk Department,

We are in receipt of the points you sent on July 26, 2017 highlighting concerns by your department that needed further elaboration. Please see our reply below.

1) Chairman Ye and Director Zang fully support the framework of establishing the JV, based on their trust on BD family.

We appreciate both Chairman Ye's and Director Yang's full support. The JV has been established. We signed and executed Legal documents to form and establish the JV two months ago on May 24, 2017. We have been told both in letters from the Chairman addressed to both Hunter Biden and me, and through face-to-face meetings with Director Zang in Moscow and Romania that the wire would be sent immediately when the banks accounts were setup to receive the wire. As SinoHawk's CEO, I have gone above and beyond and called in major favors to get the bank accounts setup quickly while dealing with managing all Know-Your-Customer (KYC) issues around the Chairman and CEFC. I was able to do this based on 15+ year relationships and the statement that \$10 MM would be wired to initiate the accounts quickly upon setup.

For the last 5 weeks, I have been continuously told the wire is on its way. Now, Chase Bank, where SinoHawk's accounts are setup, is voicing concerns around KYC and the fact that the \$10 MM hasn't been funded. We run the risk of the bank accounts being suspended or shutdown.

2) The delay of wire is caused by the details on the JV building, as follows: the positioning and strategy of the JV are not made fully clear to CEFC funded.

Section 1.2 "Purpose". The purpose of the Company is to provide consulting services for Hudson and/or its Affiliates (as defined in Article XI) with respect to Projects (as defined in Article XI) in global and/or domestic infrastructure, energy, financial services and other strategic sectors which includes without limitation sourcing investment opportunities, relationship management, business development, operational support and other reasonable responsibilities that Hudson and/or its Affiliate requires in respect of each Project. In such regard, (i) Oneida shall be primarily

responsible for assisting the Company to carry out its purpose and (ii) Hudson shall be primarily responsible for arranging financing and execution of each Project. Article XI is attached as an enclosure to this letter.

I am also including a more detailed summary entitled “Sinohawk High Level Strategy Summary” with examples of projects and focus areas. This is a high-level summary which has been discussed extensively with Chairman Ye and Director Zang.

Once the business is properly funded, a team will be built out and an operating budget will be put together approved by the Board of Managers as outlined in Articles IV (Section 4.1 “Management of the Company” and 4.3 “Authority of the Board of Managers”) and V (Section 5.1 “Officers”) from the operating agreement of SinoHawk LLC. Articles IV and V are attached as an enclosure to this letter.

3) \$5 MM is lent to BD family in the \$10 MM charter capital. How will this \$5 MM be used (or the \$10 MM as a whole)? This \$5 MM loan to BD family is interest-free. But if the \$5 MM is used up, should CEFC keep lending more to the family? If CEFC lends more, they need to know the interest rate for the subsequent loan(s).

The \$10 MM will properly capitalize the business to execute against the business plan outlined above, and that is approved by the Board of Managers and executed by my leadership as the CEO. Profits and Dividends will be distributed based on review and agreement by the Board of Managers. The \$5 MM loan will be repaid based on outlined terms of the note. If more Capital is needed prior to sustained profitability, the Board of Managers would review the option of further loans at a fair and reasonable interest rate. At this point we do not anticipate further loans will be needed.

4) In terms of the projects to be done by the JV, what kind of projects to do? Plus, we do not have a review and approval mechanism for projects screening and selection yet.

The types of projects and focus is outlined above. Also, information is included in an 8-page document “Sinohawk High Level Strategy Summary” (attached). The Board of Managers will work with me as SinoHawk's CEO to clearly outline the focus of SinoHawk that will most further the interests of CEFC and Chairman Ye around the world. Obviously, CEFC has their own internal process for approval and we will work to align that process with SinoHawk's focus and selection to minimize wasted time on projects that won't get done.

Importantly, we have initiated multiple activity streams on our side in order to promote CEFC in the global community, and these still await final instruction from CEFC. These include potential introductions at the highest levels in Belgium, where Chairman Ye is to receive high national honors. We also established business relationships with one of Colombia's largest port initiatives, and arranged an award to be bestowed upon the Chairman by the country's Senate as well as the keys to the three principal cities of Colombia. Additionally, we established the opportunity to purchase two leading banks in Luxembourg through the highest level of support from the country's administration for CEFC entry to market there. All these initiatives were approved by the former consultancy/support agreement, and we are awaiting further instruction for development by CEFC.

Furthermore, we have developed several significant high-profile opportunities which would support the ever-growing reputation and global profile of Chairman Ye and the CEFC brand. I am convinced that these opportunities are of significant interest to the organizations, to SinoHawk and CEFC, and to the respective countries. We believe these initiatives fulfill the ambitions and profile of CEFC in elevating and supporting itself in the resolution of issues which would create significant business interest and achieve synergies with CEFC's global profile.

5) Because of the reasons above, the risk management department of CEFC is showing concerns on the operation of SinoHawk, hence the delay of the wire. Moving forward, Mr. Zang suggests that Kevin and you work out a proposal that can address the said problems or concerns.

I am confident this letter and the attached references address your concerns. Kevin Gongwen and I are in touch and working on resolving the issue.

I look forward to your reply.

Kindest regards,

Tony Bobulinski
CEO

Enclosures: SinoHawk Operating Agreement Articles IV, V and XI
Sinohawk High Level Strategy Summary

Cc: Chairman Ye Jianming, Director Zang Jianjun, and Kevin Gongwen

ARTICLE IV
MANAGEMENT

Section 4.1 Management of the Company. The powers of the Company shall be exercised by and under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Managers of the Company (each a “**Manager**”, and collectively, the “**Board of Managers**”).

Section 4.2 Number and Election of Managers. The Board of Managers shall be comprised of four (4) Managers who shall be selected as follows:

(a) Hudson Managers. Hudson shall be entitled to designate two (2) Managers (the “**Hudson Managers**”), one of whom shall be the Chairman of the Board and the other of whom shall be the person occupying the position of CFO (in each case, unless otherwise decided by Hudson). Hudson Managers shall be selected from among the individuals listed on Schedule III hereto or as otherwise notified by Hudson; provided that such individual shall be an employee, officer, director, shareholder, member or manager of Hudson or one of its Affiliates.

(b) Oneida Managers. Oneida shall be entitled to designate two (2) Managers (the “**Oneida Managers**”), one of whom shall initially be Hunter Biden (“**H. Biden**”) and the other of whom shall initially be Anthony Bobulinski (“**Bobulinski**”) (in each case, unless otherwise decided by Oneida). The Oneida Managers shall be selected from among the individuals listed on Schedule III hereto or as otherwise notified by Oneida and reasonably acceptable to Hudson.

Section 4.3 Authority of the Board of Managers.

(a) General. Except as otherwise provided in Section 5.2 or any applicable provisions of the Act, the Board of Managers shall have the complete and exclusive right, power and authority to manage and control all of the business affairs, assets and properties of the Company, and the Members shall not have any part in the control, direction, or operation of the business affairs, assets or properties of the Company. No prior consent or approval of a Member shall be required for any act or transaction to be taken by the Board of Managers in the name of, or on behalf of, the Company, unless otherwise specifically provided in this Agreement.

(b) No Individual Authority of Managers. Unless specifically authorized by a resolution duly adopted by the Board of Managers, no Manager, solely in his or her capacity as Manager, shall have the authority or power to act as agent for or on behalf of the Company or any other Manager, to do any act which would be binding on the Company or any other Manager, to incur any expenditures on behalf of or for the Company, or to execute, deliver and perform any agreements, acts, transactions or other matters on behalf of the Company.

(c) Actions Requiring Board Consent. The taking of any actions listed in clauses (i) through (xi) below by the Company shall require the approval of a majority of the Managers:

- (i) any issuance or sale of equity of the Company;
- (ii) a sale or disposal of the assets of the Company except as otherwise provided in Section 5.2 herein;
- (iii) the merger or consolidation of the Company with any other entity;
- (iv) approval of the annual budget;
- (v) the institution of bankruptcy, insolvency, receivership, or similar proceedings;
- (vi) material change in the nature or scope of business of the Company;
- (vii) the incurrence of any debt of the Company equal to or in excess of \$250,000;
- (viii) the creation of any liens, encumbrances or security in any form on the assets of the Company except as otherwise provided in Section 5.2 herein;
- (ix) the entering into any contract, or any variation or termination of any contract, on behalf of the Company that is longer than (1) year (not including (1) year) and/or involves payments by or to the Company equal to or in excess of \$250,000 per annum (in the aggregate and for all contracts), except for the contracts described in Section 5.2(c);
- (x) initiating or settling any claim, arbitration or legal proceedings equal to or in excess of \$250,000; and
- (xi) the payment of bonus or incentive compensation to any officer (other than the CEO) or member of the executive management team of the Company that in the aggregate, with respect to any calendar year, exceeds 20% of the Company's net income for such calendar year, calculated without taking into consideration such compensation.

(d) Actions Requiring Hudson Manager and Oneida Manager Consent. Notwithstanding Section 4.16 below, any transaction between the Company and either of the Members shall require the approval of a majority of the Managers, including at least one (1) Hudson Manager and one (1) Oneida Manager, which Oneida Manager must be Bobulinski if, at the time, Bobulinski is an Oneida Manager.

Section 4.4 Fiduciary Duties of the Board of Managers. The Board of Managers shall have the responsibility for the safekeeping and use of all funds and assets of the Company.

Section 4.5 Third Party Reliance. Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Board of Managers, and

upon the power and authority that the Board of Managers may grant to an officer of the Company from time to time pursuant to Section 4.10.

Section 4.6 Management Fee. The Managers shall not be paid a management fee unless otherwise determined by the Board of Managers from time to time.

Section 4.7 Resignation. A Manager may resign at any time by giving prior written notice to both of the Members.

Section 4.8 Removal; Filling of Vacancies.

(a) Hudson Managers. At any time and for any reason, Hudson shall have the right to remove any Manager then serving as a Hudson Manager. Upon the resignation, retirement, removal or death of any Hudson Manager, Hudson shall have the right to immediately appoint a replacement Hudson Manager, as contemplated under Section 4.2(a) above.

(b) Oneida Managers. At any time and for any reason, Oneida shall have the right to remove any Manager then serving as an Oneida Manager. Upon the resignation, retirement, removal or death of any Oneida Manager, Oneida shall have the right to immediately appoint a replacement Oneida Manager, as contemplated under Section 4.2(b) above.

Section 4.9 Liability of Managers. Except as expressly provided under the Act, no Manager shall be liable for the debts, liabilities, contracts or other obligations of the Company.

Section 4.10 Officer Titles. The Board of Managers shall appoint officers in accordance Section 5.1 hereof.

Section 4.11 Place of Meetings. Meetings of the Board of Managers may be held either within or without the State of Delaware.

Section 4.12 Meetings; Notice of Meetings. If requested by the Hudson Managers or Hudson, the Board of Managers shall hold meetings on a quarterly basis. In addition, meetings of the Board of Managers, unless otherwise prescribed by the Board of Managers, may be called from time to time by any Manager. Notice of the time, place and purpose of each meeting of the Board of Managers, unless waived or otherwise prescribed by law, shall be given in written form to each Manager at least forty eight (48) hours prior to such meeting. Notice shall be given by mail (overnight service), facsimile or email. Unless each Manager is present at a given meeting, only business within the purpose or purposes described in the notice of meeting of the Board of Managers may be conducted at such meeting.

Section 4.13 Quorum of and Action by the Board of Managers; Alternates. Subject to Section 4.16 below, at all meetings of the Board of Managers the presence of a majority of the total number of Managers fixed by or in the manner provided by this Agreement shall be necessary and sufficient to constitute a quorum for the transaction of business, provided that at least one (1) Hudson Manager is present and at least one (1) Oneida Manager is present. Unless otherwise specifically required by law or this Agreement (including Section 4.16 below),

the act of a majority of Managers present at a meeting at which a quorum is present shall be the act of the Board of Managers. If a quorum shall not be present at any meeting of the Board of Managers, the Managers present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally convened. Any member of the Board of Managers who is absent from a Board of Managers meeting may nominate any other person to act as his or her alternate and to vote in his or her place at such meeting; provided, that such person is approved in advance by the other Managers.

Section 4.14 Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting, if a majority of the Managers consent thereto in writing (or such higher percentage as may be required by law or elsewhere under this Agreement), and the writing or writings are filed with the minutes of proceedings of the Board of Managers.

Section 4.15 Telephone Meetings. Any Manager may participate in any meeting of the Board of Managers by using conference telephone or similar communications equipment by means of which all individuals participating in the meeting can hear each other, and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 4.16 Deadlock.

(a) Procedure. If at three (3) successive meetings of the Board of Managers, the Managers are unable to reach a decision by the required vote regarding any matter submitted for consideration of the Board of Managers at such meeting (a “**Deadlock**”), the Board of Managers shall refer the matter subject to the Deadlock to Hudson, who shall render a final decision with regard to the Deadlock matter no earlier than ten (10) Business Days thereafter. During such period, the Oneida Managers and Oneida shall be entitled to confer with Hudson as to the Deadlock matter and Hudson shall make appropriate officers of Hudson available for in-person or telephonic meetings as may be reasonably requested by Oneida to discuss such matter. Upon the expiration of such period, the reasonable decision of Hudson as to the Deadlock matter, made in good faith and after full consultation with the Oneida Managers, shall be final and binding on the Company.

(b) Operations During Deadlock Period. During the continuation of any Deadlock, the Company shall continue to operate in a manner consistent with its prior practices until such time as the Deadlock is resolved. If the Deadlock is with respect to the approval of the Company’s annual budget, the Company shall operate its business in accordance with the budget then in effect.

(c) Exception. This Section 4.16 shall not apply to the matters set forth in Section 4.3(d).

ARTICLE V

OFFICERS AND EMPLOYEES

Section 5.1 Officers. The officers of the Company shall be appointed as follows:

(a) **Chief Executive Officer.** The Chief Executive Officer (“CEO”) shall be appointed by Oneida, provided that such appointment is reasonably acceptable to Hudson. The CEO may be removed by the affirmative vote of a majority of the Board only for Cause (as defined in Article XI). In the event of the removal of the CEO, Oneida shall be entitled to appoint a replacement CEO, provided that such appointment is reasonably acceptable to Hudson. The initial CEO of the Company shall be Bobulinski.

(b) **Chief Financial Officer.** The Chief Financial Officer (the “CFO”) shall be appointed by Hudson in its sole discretion and may be removed only by Hudson in its sole discretion; provided, however, Hudson shall consult with the CEO prior to any such appointment or removal. The initial CFO shall be appointed by Hudson in its sole discretion within one hundred and twenty (120) days after the execution of this Agreement.

(c) **Additional Officers.** The CEO shall be entitled to appoint other officers of the Company and members of the Company’s executive management team (excluding the CFO).

Each officer of the Company shall hold office until their successors are appointed and qualified in accordance with this Section 5.1.

All officers of the Company and members of the Company’s executive management team, other than Hudson Managers, the Oneida Managers, Bobulinski and H. Biden, shall devote substantially all of their time to the business of the Company unless otherwise agreed by Hudson.

Section 5.2 Day-to-Day Management. The CEO (or his or her designees) shall have the general authority to manage the day-to-day operations of the business of the Company in the ordinary course of its business, reasonably utilizing his or her business judgment, with all such powers with respect to such general management as may be reasonably incident to such responsibilities, subject to the specific terms of this Agreement. The following matters shall be deemed matters in respect of the day-to-day operations of the business of the Company for which only the approval of the CEO (or his or her designees) is required:

(a) any expenditure that is within the approved annual budget of the Company;

(b) any expenditures that are not within the approved annual budget of the Company but that do not exceed \$500,000 in the aggregate per calendar year;

(c) other than the CFO, the hiring or firing of officers, employees, independent contractors, consultants and advisors of the Company;

(d) any investment of corporate funds in the U.S.A money market under \$2,500,000 in the aggregate;

(e) the incurrence of any debt of the Company under \$250,000 in the aggregate and the creation of any liens or encumbrances on assets of the Company in connection therewith;

(f) the entering into any contract, or any variation or termination of any contract, on behalf of the Company; provided, however, that, except for contracts described in clause (c) above, (x) no such contract shall be for longer than one (1) year and (y) all such contracts in the aggregate do not involve payments by or to the Company in excess of \$250,000 per annum;

(g) initiating or settling any claim, arbitration or legal proceedings under \$250,000;

(h) paying taxes, assessments, rents and other impositions applicable to the Company and its assets;

(i) the payment of bonus or incentive compensation to any member of the executive management team of the Company (other than the CEO), which compensation shall be based on such factors as the CEO shall determine in his or her sole discretion; provided, that the aggregate amount of such compensation paid in any calendar year shall not exceed 20% of the Company's net income for such calendar year, calculated without taking into consideration such compensation; and

(j) opening and maintaining bank accounts.

Section 5.3 Business Opportunities. No Member or Manager, nor any Affiliate of any Member or Manager, nor any officer, director, member, shareholder, manager, employee or agent of any of the foregoing, shall have any obligation, or be liable or accountable to the Company or any other Member, for any failure to disclose or make available to the Company, any business opportunity of which such Person becomes aware.

ARTICLE XI

OTHER DEFINITIONS

Section 11.1 Certain Definitions. When used herein, the following terms shall have the following meanings:

“Adjusted Capital Account” with respect to any Member means such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

- (a) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is otherwise treated as being obligated to restore under Treasury Regulation Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentence of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and
- (b) Debit to such Capital Account the items described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

“Adjusted Capital Account Deficit” with respect to any Member means the deficit balance, if any, in such Member’s Adjusted Capital Account.

“Affiliate” of any Person shall mean any Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such

Person. For the avoidance of doubt, CEFC China Energy Company Limited or any of its Affiliates shall be deemed as an Affiliate of Hudson.

“**Business Day**” shall mean any day other than a Saturday, Sunday or day on which commercial banks are authorized or required to be closed in the State of Delaware.

“**Cause**” means (i) the willful misappropriation of the funds or property of the Company, (ii) the indictment, arrest or conviction in a court of law for, or the entering of a plea of guilty to, no contest to or *nolo contendere* to, a felony or any crime involving moral turpitude, fraud, dishonesty, embezzlement or theft and (iii) the commission in bad faith of any act which materially injures the reputation, business or business relationships of the Company.

“**Company Minimum Gain**” shall have the meaning for “Partnership Minimum Gain” set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Treasury Regulations.

“**Member Nonrecourse Debt**” shall have the meaning for “Partner Nonrecourse Debt” set forth in Section 1.704-2(b)(4) of the Treasury Regulations.

“**Member Nonrecourse Debt Minimum Gain**” shall mean an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Treasury Regulations.

“**Member Nonrecourse Deductions**” shall have the meaning set forth in Section 1.704-2(i)(2) of the Treasury Regulations.

“**Nonrecourse Deductions**” shall have the meaning set forth in Section 1.704-2(b)(1) of the Treasury Regulations.

“**Nonrecourse Liability**” shall have the meaning set forth in Section 1.704-2(b)(3) of the Treasury Regulations.

“**Person**” shall mean an individual, partnership, limited partnership, limited liability company, trust, estate, corporation, custodian, trustee, executor, administrator, nominee or entity in a representative capacity.

“**Profits and Losses**” shall mean, for each Fiscal Year, an amount equal to the Company’s taxable income or loss for such Fiscal Year, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss).

“**Pledge Agreement**” shall mean the pledge agreement entered into between Hudson and Oneida pursuant to which Oneida pledged all of its right, title and interest in the Company Units held by Oneida in favor of Hudson.

“**Project**” shall mean a project in in global and/or domestic infrastructure, energy, technology and other strategic sectors proposed by the Company and agreed by Hudson and/or its Affiliates.

“**Taxable Income Distribution Amount**” shall mean with respect to any Member for any Fiscal Year, (A) all taxable income and gains of the Company allocated to a Member for such Fiscal Year less (B) an amount equal to the sum of (i) all losses of the Company allocated to such Member for such Fiscal Year, and (ii) the excess, if any, of the aggregate amount of all losses of the Company allocated to such Member for all periods prior to such Fiscal Year over the aggregate amount of all taxable income and gains of the Company allocated to such Member for all periods prior to such Fiscal Year, multiplied by (C) the highest total federal, state and local tax rate applicable to any Member, or any equity owner of any Member that is a pass-through for tax purposes, as determined by the Board of Managers acting in good faith; provided, however, in no event shall a Member’s Taxable Income Distribution Amount for any Fiscal Year be less than zero.



Sinohawk High Level Strategy Summary

Program Outline

April 10, 2017

Sensitive and Confidential

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Part I: Key Individuals and Profiles in the Investment Vehicle

Management/Board

R. Hunter Biden

Hunter Biden is currently a partner at the investment advisory company Rosemont Seneca Partners, LLC and also serves as Counsel to Boies, Schiller, Flexner, LLP, a New York based law firm. Mr. Biden has been a member of the Board at World Food Program USA since 2009, serving as Chairman of the Board from 2012 to 2017. He also worked as Honorary Co-Chair of the 2009 Presidential Inaugural Committee, the Jesuit Volunteer Corps, and was a founding member of the law firm, Oldaker, Biden and Belair, LLP.

Prior to that, he worked on the Board of Directors of Amtrak for three years. In 1998, President Clinton appointed him to the U.S. Department of Commerce as Executive Director of E-Commerce Policy Coordination.

Hunter received a bachelor's degree from Georgetown University and a J.D. from Yale Law School. He has three daughters, Naomi, Finnegan and Maisy.

Tony Bobulinski

Managing Member, Global Investment Ventures(GIV). GIV is the investment vehicle that Tony uses to invest his own money in a variety of industries such as technology, manufacturing, hospitality, consumer goods, real estate and other operating businesses around the world. He is very well versed in everything from investing in startups to late stage cash flowing businesses directly and/or side by side with some of the world's top Venture, Private Equity, Distressed and Growth firms. He is the former CIO for the Nazarian family based in LA, who cofounded Qualcomm. He sits on a variety of boards of both public and private companies. He is also an entrepreneur and has built and sold companies he has founded and funded. He holds a Masters Equivalent in Electrical/Nuclear Engineering from Naval Nuclear Power Training Command where he was a Master Training Specialist Instructor and selected as the #1 Direct Input Officer @ the US Navy's most Elite Academic Command. He also holds a BS w Distinction Penn State University in Mechanical Engineering. While @ Penn State he was the Team Captain of Penn State's Wrestling Team and was voted the Big Ten Male Academic Athlete of the Year in 1995. He supports a variety of charities and philanthropic causes around the world.

CEO/CIO Responsibilities – Responsible leadership to build out a world class organization of the best human capital in the investment community we can find strategically situated in NYC, LA with a US focus as well as Prague and Asia with more of a global focus. He will define the business strategy of the firm working with the Chairman, Board of Directors and Advisors to deploy capital in a variety of businesses focused in the US but also that can expand globally.

These businesses will be focused in finance, finance technology, banking, infrastructure, real estate, technology and manufacturing.

Advisors

James B. Biden, Sr.

James B. Biden (Jim) has 40 years of experience dealing with principals in business, political, legal and financial circles both domestically and internationally. At the age of 22, James was the finance chairman of his then 29-year-old brother's bid for a U.S. Senate seat in Delaware and successfully enlisted the support of unions, political leaders and financiers across the country. Following the first campaign, James obtained his securities, insurance and real estate licenses and began consulting with national business leaders and developers. Jim honed his business development skills through a wide variety of commercial endeavors.

Since 1997, he has been the managing partner for the Lion Hall Group, a boutique domestic and international business consulting firm he founded. Jim is currently a partner with Argentum Health Partners, Trina Health, Earthcare International and BBS Benefit Solutions, among other socially and environmentally oriented businesses. Jim currently serves as a Global Strategic Advisor to Integra Capital headquartered in Buenos Aires and was instrumental in aggregating and resolving much of the Argentinian debt repositioning Argentina on the world stage. Jim was on the ground floor of developing the African Presidential Archives with Ambassador Charles Stith at Boston University and served on the first African Presidential Roundtable. Jim was an executive Vice President of Hill International, globally developing low cost housing through its subsidiary Hillstone International. Through the years, Jim personally met many key governmental and business leaders throughout the world. He remains a personal advisor to his brother.

James A. Gilliar

U.K. Passport 099228373

Background

Specialist training In Civil / Military security operations and analysis, counter terrorism, close protection and firearms, armed and unarmed combat.

Security and intelligence based analytics and systems. Support for international path finding and mediation programs. Certified instructor and training specialist.

Commercial history

- 1997- 2002 Global communications Limited. Media and marketing, founder and CEO until sold to international partner
- 2003-to date Partner and advisor to H.H Dr Sheikh Sultan bin Khalifa al Nahyan, minister of presidential affairs of the U.A.E. Founder of SBK Holding
- 2004-2010 Advisor to Bilfinger Berger Chairman and board of Bilfinger Berger Middle East.

- 2009 – 2016 Advisor to E.C Harris London and Arcadis board. (US\$80bn of deliverable programs)
- 2010 - 2012 Advisor to Tae Sik Lee, Chairman of Kepco, South Korea
- 2011-2016 Advisor on internationalization to South Korean Foreign ministry.
- Advisor and partner, both equity and operationally of many companies including.
 - Metro AG. World’s fourth largest retailer.
 - Mittal group.
 - Hochtief / Strabag / Alpine
 - Porsche
 - Capita (UK Gov. contracts)
 - Shell global solutions
 - CEZ

Current roles with private and government Law enforcement, anti-smuggling and anti-human trafficking organizations and international legal agencies.

Numerous international and high net worth individuals as partner and advisor.

Rob Walker

Rob Walker serves as Co-Founder and Managing Director of Pilot Growth Equity, a technology growth equity firm providing world class operating, company building and advisory expertise, as well as global access to private and public sector customers for our portfolio companies. Rob has extensive private and public sector experience in international affairs, politics and government. After an influential role in both of President Clinton’s successful campaigns, Rob worked at the Department of Transportation and Federal Aviation Administration – working directly for Secretary Rodney Slater and then Administrator Jane Garvey. Rob represented and furthered these officials’ interests to other federal agencies, on Capitol Hill and with foreign governments. After leaving government, Rob created a robust international consulting practice aimed at assisting U.S. companies establish their operations internationally. Rob graduated with a Bachelor of Arts from the University of Arkansas.

Operations

Sanan S. Phutrakul

U.S. Passport 483790181

Partner and director of international programs of EEIG, working closely with James Gilliar for the last 15 years. Manages technical oversight and program implementation, specifically, due diligence, research, technical evaluations and reports for governmental clients, and project management of delivery partners in large infrastructure. He has 15 years of experience in high security data implementation, network security and IP peering and transit portals. Thematic expert in information security and systems protection, cybersecurity, and serves as a member of the Czech government’s GDPR Working Group. Sanan is fluent in English, Spanish and Czech. He speaks German at a conversational level. He is a PRINCE2 certified project manager and

holds a Master's Degree in Comparative Sociology from Florida International University.
Trusted person by the partnership, authorized person to handle classified information.

Part II: Target Geographies for Development - Phase 1

These are countries where we have already entered and are actively developing, or have developed the opportunities by applying our strategies and connections. In these countries, the prestige has been established, there is an entry to market and an established deal flow.

- Poland – As per face-to-face conversations and meetings in country
- Russia – As per face-to-face conversations and meetings in country
- United States – As per face-to-face conversations and meetings in country

Part III: Target Geographies for Development - Phase 2

These are countries where we have already entered and are actively developing, or have developed the opportunities by applying our strategies and connections. In these countries, the prestige has been established, there is an entry to market and an established deal flow.

- Colombia – El Remanso Oil Field, CIL Port Buenaventura (Centro Internacional Logistico y Portuario de Buenaventura)
- France - Agence pour la diffusion de l'information technologique (ADIT), Caisse des dépôts et consignations, Idex Groupe, MCE-5 Development
- Luxembourg – Banque Internationale à Luxembourg S.A. (BIL), KBL European Private Bankers
- Oman - Numerous
- Romania - ALLTROM GROUP [AG], Baneasa Project, Metav, Rompetrol

Part IV: Target Geographies for Development - Phase 3

These are countries where we have engaged in-country contacts and are actively developing the opportunities. In these countries, the prestige has yet to be established, yet there is an identified entry to market.

- Argentina
- Belgium
- Mexico
- United Arab Emirates

Market Entry

For each level of development outlined above, we have laid the groundwork for rapid market entry by having spent a significant amount of time and resources in creating the deal flow and the necessary in-country connections necessary to ensure CEFC China has success from the start. We have forged alliances with the highest levels of government, banking and enterprise.

Based on our evaluation process, the common entry criteria for an attractive geographically based market entry are:

1. Strong and easily definable relationship between our key U.S. executive(s) and their relations with the target country with the following persons:
 - a. senior political figures
 - b. royal family and/or aristocracy if they exist
 - c. dominant commercial/business figures and/or oligarchs
2. Definable and close relations with other countries which historically have close relations or support roles within the target countries' establishment (governance, commercial)
 - a. e.g. Oman has an establishment based on the UK judicial and framework/relationship systems. Egypt would be related to France. The Congo > Belgium.
 - b. We will demonstrate how this effect works when we define the proven market entry utilizing our strategy in Oman. How we delivered an exceptional condition for entry based on our previous level of understanding in a short timeframe, which we call the **AEP (Accelerated Entry Process)**.
3. Establish the area of opportunity within each target country for CEFC to quickly and effectively establish prestige.