

From: Joseph Maree <josephmaree@gmail.com>
Subject: Clarifications For The [REDACTED] Term Sheet, Page 1
Date: August 8, 2010 8:26:40 AM EDT
To: Charles [REDACTED], [REDACTED]

Mark and Charles,

Thanks for all the emails yesterday and from Friday night. On Saturday, I had an Asthma attack and was medically advised to take it easy, which I did. Here are some thoughts about your comments:

1. The Annual Fee will not be renewable due to certain anticipated financial events during business year 2011 for [REDACTED] and [REDACTED];
 - A. We fully expect this investment round to be supplanted or returned by (1) of your prime investment groups in a total acquisition effort to acquire all operating companies from the Selling Group which is offering [REDACTED].
 - B. IPI/TecPro has the ability and conditional commitment to reverse merger [REDACTED] into a closely held corporate entity with a very well-capitalized venture capital firm which has closed deals in this market sector before.
 - C. Even if the above scenarios do not occur, which is unlikely, we will amend the term sheet presently to reflect this modification of that stipulation.
2. Annual Agency Fee renewal is waived and the covenant attached will be removed.

Thank You,

Joseph Maree
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NY, NY USA
josephmaree@gmail.com
(917) 642-6301

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From: Joseph Maree <josephmaree@gmail.com>
Subject: Clarifications For The [REDACTED] Term Sheet, Page 2
Date: August 8, 2010 8:47:56 AM EDT
To: [REDACTED]

Good Morning Mark & Charles,

Here are some thoughts concerning Mark's page (2) comments and let me address them clearly.

1. We will require the fully executed contract for sale that transfers the complete business assets of [REDACTED] Holding Inc. lawfully, legally and without protest from any outside vendors, subsidiaries or authorized agents. All operations and business activities will become property of [REDACTED] plus intellectual property, licences, manufacturing standards and real property if applicable will be rightfully owned by [REDACTED] once the final sale is completed.
2. We do not require credit reports, FICO scores or business intelligence reports since our due diligence file is complete. Our investment will be based on future sales and earning capacity based on prime letters of commitment from a very well-recognized name of influence plus we have the ability to financially structure the company to withstand the first (18) months after the managerial/ownership transition.
3. Mark we can agree on a (90) day repayment moratorium or grace period which is interest free. As long as the debt service interest only payments are routed to a confirmable escrow account in the favor of the investor, the (1) year condition is acceptable.
4. Mark, Charles and yourself need to sign as corporate officers jointly without a personal pledge of assets or personal guarantors.

I hope this helps with any misunderstanding.

Thank You,

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From: Joseph Maree <josephmaree@gmail.com>
Subject: Clarifications For The [REDACTED] Term Sheet, Page 3
Date: August 8, 2010 9:19:39 AM EDT
To: Charles [REDACTED]

Good Morning,

Let's review Page 3 and what every means so we have total clarity.

1. Yes, ClearSight would be contracted and entitled to 6% of the face amount of the total loan advance based on their agreement. Yes, it is a above-average fee for a Loan Broker on this large of a sum and I suggest amending this to 3% to actual close the deal. Normal and customary on a loan of this size is 1 point and sometimes as high as 2% but 6% is outrageous.
2. The cash account is necessary in the event we have to leverage a cash backed Insurance Guarantee or Standby Letter of Credit to create a self-liquidating loan structure so that the investment is totally securitized. I have that under control with the 2 million reserve we will have after the acquisition costs, loan fees and closing fees are settled.
3. The last caveat can be removed if you are uncomfortable with the language or we can modify to; **"Both Parties have the right to review the terms and conditions of the loan/investment structure every 12 months after this agreement is totally in place, agreed upon and enforceable"**.

Thanks,

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From: Joseph Maree <josephmaree@gmail.com>
Subject: Stand By Letter Of Credit Overview/sensitive & confidential
Date: October 31, 2010 9:58:23 AM EDT
To: [REDACTED]

Good Morning Mark,

This how we have to structure the SBLC- Stand By Letter of Credit, with Deutsche Bank Frankfurt, Germany/Corporate Office:

ESCROW SUMMARY

**Innoventure Partners, Inc./TecPro Investment Bank – [REDACTED]
\$50M SBLC – Deutsche bank**

• **Initial Escrow Deposit per FSEA §5 (4% FV): \$2,000,000.00**

• **Releases of Initial Escrow Deposit:
Escrow Fee per FSEA §4(A) (1% of Amt of
Initial Deposit):**

**\$20,000.00
Release for Costs of SWIFT per FSEA
(1% FV) (Released prior to MT799 – Refundable by SAIC if MT799 and MT760 not Delivered):**


**\$500,000.00
Balance of Initial Deposit per FSEA §4(D)(2)
Released upon Delivery of MT760):
\$1,480,000.00**

• **Balance of Fee per FSEA §5 (9% FV) – Paid to Escrow
Account within 30 days following delivery of MT760:
\$4,500,000.00**

Full Banking for Escrow Account:

Banking Details: Jay Landrum Attorney Trust Account

Bank Name: Chase Bank
Bank Address: 2600 Sepulveda Blvd
Manhattan Beach, CA 90266
ABA No.:322271627
SWIFT Code:WHSBUS66
Account Name:Law Offices of David H. Fredrickson
Attorney/Client Trust Account
A/C Number: 4941505591
Bank Officer: Dione Hobson
Bank Telephone:(310) 546-4593

From: Joseph Maree <josephmaree@gmail.com> 
Subject: Confirmable Deutsche Bank Specimen-SBLC
Date: October 31, 2010 10:04:14 AM EDT
To: [REDACTED]

1 Attachment, 1.9 MB

Save ▾

Quick Look

Good Morning Mark,

Attached is an authentic SBLC we, TecPro, received on another transaction this year from the Deutsche Bank Head Office.

Private and Confidential.


Thank You,

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[Copy of LE....pdf \(1.9 MB\)](#)

From: Joseph Maree <josephmaree@gmail.com> 
Subject: Copy Of Actual SBLC Bank To Bank Transfer
Date: October 31, 2010 10:24:04 AM EDT
To: [REDACTED]

1 Attachment, 369 KB

Save ▼

Quick Look

Mark,

Attached is an actual Bank to Bank electronic transfer of a SBLC from Deutsche Bank to 1 of TecPro's subsidiaries. I had to sanitize this for security reasons.


Thank You,

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[Copy of MT...pdf \(369 KB\)](#)

From: Joseph Maree <josephmaree@gmail.com> 

Subject: Confirmed Bank Collateral for the Acquisition

Date: October 31, 2010 11:12:16 AM EDT

To: 

[Hide](#)

3 Attachments, 474 KB

Save ▾

Quick Look

Good Morning Mark,

Attached is all the electronic proof that we have the cash backed assets/Bonds to get the 50M Deutsche Bank SBLC issued again. These were legally transferred last week and are confirmable by the bank that received them.

Thank You,

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From: Joseph Maree <josephmaree@gmail.com>
Subject: Good Morning
Date: December 1, 2010 7:23:26 AM EST
To: [REDACTED]

Good Morning Mark,

I tried to call you a few times over the past couple of days. I hope all is well with your family.

I spoke to Sean about For Eyes and would like to arrange a call with you, him and myself hopefully within the next few hours if possible.

The creation of a credit facility to fund Taylor King and other ventures like the acquisition of at least (15) Applebees in most likely eastern Virginia is going well and Sean has been speaking with direct corporate personnel who will tender an official invitation to bid on the stores which the company is looking to sell to a private investment group. The sales price is way below normal market and the figures should show that the acquisition costs are substantially lower then new construction of a unit plus all the marketing/advertising that is necessary to brand a new store.

All the stores have positive after-tax ROIs.

We are establishing lines with Regions Bank, Memphis and HSBC London UK based on Government Bonds which we have in our custody at Unicredit Bank in Cologne, Germany and HSBC, Kuala Lumpur Malaysia. Credit lines for both are scheduled to be active and accessible by 12-08-2010. Even with collateral, there is a credit crunch, even in the global banking market.

Warm Regards

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From: [REDACTED]
Subject: Re: Good Morning
Date: December 1, 2010 10:02:50 AM EST
To: Joseph Maree <josephmaree@gmail.com>

Joe,

Thank you for your email and I hope you and your family had a wonderful Thanksgiving holiday.

In response to your subsequent email, certainly some of the credit facility has been monetized by now. Based on our discussions I told the shareholders we would be seeking a closing by the 15th of December but would be placing a deposit within ten days. That conversation took place on Tuesday the 23rd of November. Has something changed since our dinner meeting. Based on our conversation I believed some funds to be available now.

Unfortunately, they will not do a letter of credit for a deposit or anything of the sort. Must be cash. And can be held in escrow, they just want to know real cash is backing the contract.

Please call me to discuss when can so we can work this out sir.

Take care.

[REDACTED]
Sent from my iPhone

[See More from Joseph Maree](#)

From: Joseph Maree <josephmaree@gmail.com>
Subject: Re: Good Morning
Date: December 1, 2010 10:12:07 AM EST
To: [REDACTED]

Good to hear from you.

Please give me an idea of what initial escrow is required:

Hopefully 1.5 Million USD will be sufficient

It will be in cash

Call you after my Conf Call

Thanks,

[See More from](#) [REDACTED]

--
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From: [REDACTED]
Date: Wed, 1 Dec 2010 17:48:45 +0000
To: Joseph Maree <josephmaree@gmail.com>
ReplyTo: [REDACTED]
Subject: Re: Good Morning

\$1MM will be more than enough.

Call me when can sir.

[REDACTED]

Sent via BlackBerry by AT&T

[See More](#) from Joseph Maree

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From: Joseph Maree <josephmaree@gmail.com>
Subject: Re: Good Morning
Date: December 3, 2010 4:31:48 AM EST
To: [REDACTED]

Hide

4

Good Morning Mark,

I am up at this time working on transferring money here to the USA from Germany and Singapore. It is not an easy process. I try calling you early in the morning because after that I am probably on the phone until I crash around 5pm. Best to call me in the mornings and we do have some bank transfers pending this morning so please email me so I expect your call.

Thanks,

On Wed, Dec 1, 2010 at 5:03 PM [REDACTED] wrote:

I know you get busy but don't forget about me.

[REDACTED]

Sent via BlackBerry by AT&T

From: Joseph Maree <josephmaree@gmail.com>
Subject: Re:
Date: December 10, 2010 12:05:16 PM EST
To: [REDACTED]

mark,
on a conference call
thanks

On Fri, Dec 10, 2010 at 6:47 AM, [REDACTED] wrote:

You awake? Getting voice mail sir.

[REDACTED]

-----Original Message-----

From: [REDACTED]
To: [REDACTED]
Cc: Joseph Maree
Subject: Re:
Sent: Dec 9, 2010 8:04 PM

Joe I tried you today about 2:30. Are we good? Is everything on track? Call me when can.

Sent from my iPhone

On Dec 8, 2010, at 6:12 PM, [REDACTED] wrote:

> Joe please call me in the morning when you wake. Regardless of time. I need to discuss TK with you and the deposit sir.



>

> [REDACTED]

>

> Sent from my iPhone

Sent via BlackBerry by AT&T

From: Joseph Maree <josephmaree@gmail.com> 
Subject: Invoices
Date: December 27, 2010 1:52:57 PM EST
To: 

5 Attachments, 2.6 MB

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Quick Look

BCV Invoices

--
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From: [REDACTED]
Subject: Re: Invoices
Date: December 29, 2010 9:20:37 AM EST
To: Joseph Maree <josephmaree@gmail.com>

Joe I am on a conference but we must talk when I'm off.

There must be some funds available by now. I don't do what you do so i certainly can't say I understand. But with all the weeks that have passed there has to be some sort of funding available for today or tomorrow.

Please tell me something. I will call you in short order.

[REDACTED]
Sent from my iPhone

[See More](#) from Joseph Maree

From: Joseph Maree <josephmaree@gmail.com>
Subject: Re: Invoices
Date: December 29, 2010 9:29:36 AM EST
To: [REDACTED]

Good Morning Mark,

Transferring millions of dollars is a very tough situation even when it is real. I will offer to reimburse you 75K for your inconvenience if you have deadlines. That is the best I can do until these bonds and SWIFTs are monetized.

Thank You,

[See More from](#) [REDACTED]

--
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From: [REDACTED]
Subject: Re: Invoices
Date: December 29, 2010 9:49:27 AM EST
To: Joseph Maree <josephmaree@gmail.com>

They are calling me out Joe and telling me I can or I can't, either I am or I'm not. I've based funds being available and relaying that info from you.

The weeks have turned to months and keep passing. I'd offer for you to speak with them but either way, they are simple people and in their words; the money is there or it isn't. I'm out of excuses and I'm looking to you.

I'm not in any way trying to be confrontational or hostile. But it's time to fish or cut bait. Please take my call in a bit.

[REDACTED]

Sent from my iPhone

[See More](#) from Joseph Maree