

Contract
between
GLOBAL Siltrade EUROPE Ltd..
and
Investor / Owner
to take over rights on project
“silicon plant I. R. Iran”
and establishing the plant



Contract

GLOBAL SILTRADE EUROPE Ltd. legally represented by its Chief Executive Officer
Dipl.- Ing Heinz – Wilhelm Hofmann further on named „GSE“

and

Investors/Owners legally represented by Mesbah Ansari & Ali Cheraghali further on
named "INVESTOR"

stipulate the following contract to take over rights on project

"silicon plant I. R. Iran"

and to establish the plant.

§ 1 Object of contract

GSE developed an integrated project for production of purest Silicon and approved the feasibility of all subcontractors. The project points out the economic data that have been identified and respects all probabilities for 5 years after completion of the project.

The project presentation written in German language attached as Appendix 1 of this contract is part of this contract. The estimated total investment is **326 Mio. to 333 Mio. Euro**. This amount indicates a project start in June 2008 (7 days tolerance) with a total discount on investment between 5 to 8 . This discount GSE cannot fix for a later project start.

ESTOR will finance this project for himself and is the only shareholders of the complete production plant.

§ 2 Obligations of GSE

GSE together with the **INVESTOR** will define the location of the project implementation right to the industrial environment **GSE** determined for the plant. According to the project schedule in Appendix 1 **GSE** picks offers of providers already defined for submission to **INVESTOR**. **GSE** instructs the suppliers on behalf of and for the account of **INVESTOR** and controls and monitors the construction by competent personnel. Accompanying each phase **GSE** ensures the education and training of the necessary operating personal and future plant management team.

§ 3 Obligations of INVESTOR

After consultation with **GSE** and according to the project schedule **INVESTOR** takes care for the investment funds in time and complete (A time table has to be established between both parties). In addition **INVESTOR** also obtains **GSE** in getting the necessary permits.

INVESTOR implements a controlling group in the company during the regulatory and project implementation for monitoring to the **INVESTOR** the activities of **GSE**. This group is in any obligation and **GSE** has to present all requested documents of each activity of **GSE** in that project. All orders are issued to this group for examination and to give the written authorization. A written list will show these activities will be doubled to **GSE** and **INVESTOR** in the original.



Steps of project implementation

1. The planning process is shown in Appendix 1. Parallel to each implementation step **GSE** builds up sales organisation for the intermediate product.
2. All planning docs by **GSE** will be collected in a project documentation and will be handed over after any comprehensive construction phase into the possession of **INVESTOR**.

§ 5 Financial obligations

All costs in this project except personnel costs and necessary additional costs of **GSE** (Project management, Financial management, Development of infrastructure, Sales Management and Training Board), are to the budget of the **INVESTOR**. During establishing the plant **INVESTOR** shall try the best for the proper accommodation of the staff of **GSE** and their mobility and security.

INVESTOR takes care that the first part of investment funds (35 Mio. Euro) will be available 20 working days after signing the contract.

§ 6 Payment to GSE

With the signature of the contract **GSE** will get a one-time payment in the amount of **1.5 million € (one point five million euro)** with value latest four weeks after exchanging originals signed by both parties for all project rights transferred to an account by the Embassy of the I. R. Iran in Berlin (Germany) or Euro – Iranian Bank in Tehran. 1/10 of this payment will be given to **GSE**' s shareholder Mr. A. Emam who will supervise the payment of the above mentioned amount (150.000 Euro) to **GSE**' s financial officer A. Zehrer. **GSE** will guaranty the refund in case of **GSE** will not start the project. This payment is initiated by presenting a written order issued by

INVESTOR. GSE is free in working with this money according to the project. GSE will present the first offers from the main suppliers to the project within 15 working days after project start. The day of presenting these offers, GSE's responsibility for refund ends, and the remaining 9/10 of the payment to the embassy or Euro – Iranian Bank in Tehran will be transferred to GSE. In any case the Embassy is only acting as trustee.

In addition GSE will receive out of the investment funds 7.5% of the total investment (included in total investment defined in § 1) in parts step by step according to the progress of the investment. The first payment out of this 7,5 % will be paid in advance on the scheduled investment of 35 Mio. Euro.

§ 7 Project interruptions

The **INVESTOR** and **GSE** agree in mutual agreement of both sides that this project and only then after partial completion of the parts of the project can be interrupted and at a later time started again with the next step of project. For such interim solutions a settlement on the basis of previously spent investment funds will be done. Failure payments will not be collected.

§ 8 Additional activities of GSE

Does the **INVESTOR** request additional services (such as finance purchases, etc.) by **GSE** and **GSE** meets this requests then the reimbursements have to be honoured separately by the **INVESTOR**. The amount of such compensation is to negotiate on case to case.



Procedure after implementation

After complete implementation of the project and proper production of the plant GSE receives from INVESTOR a payment by results of **25 Mil. Euro (twenty-five million euro)** within 12 month after both parties agree the completion of the project described in appendix 1.

For a period of **5 years after project** completion GSE offers to accompany the production as Executive Consultant with the authority to issue directives to the approval of the INVESTOR and the distribution of produced products worldwide which are sold internationally . Costs for this consultant service will be negotiated if necessary.

§ 10 Force majeure

Neither party to this contract shall be held responsible for breach of contract caused by an act of God, insurrection civil war, war, military operation or local emergency. The parties do hereby accept the international provision of "FORCE MAJEURE" as published by the international chamber of commerce, Geneva, Switzerland and as defined by I.C.C. rules uniform customs and practice.

§ 11 Disputes and arbitration

The parties hereby agree to settle all disputes amicably. If settlement is not reached, the dispute in question shall be submitted and settled by arbitration at the Iran and German joint chamber of commerce by one or more arbitrators appointed in accordance with I.C.C. rules.

ing law

governing law for this contract is the law of the Islamic Republic of Iran.

§ 13 Used language

The used language for the contract is English. The correspondence language between parties is English.

§ 14 Safeguarding stipulation

If contents of this contract are against the law in force in the home country of **GSE** and / or in the country of the **INVESTOR** they have to be replaced by those who have legal existence and the common will of the parties when the contract is concluded. Both sides promise the tasks within this contract will be fulfilled with the best of our knowledge and belief to fulfil disputes that will arise under gentlemen's agreement and to implement the project as a common task .

§ 15 Confidential agreement

Both parties agree that the contents of this contract will be kept confidentially against third private persons and private institutions for a period of 10 years after finalisation of this contract.

§ 17 Procedure of signing the contract

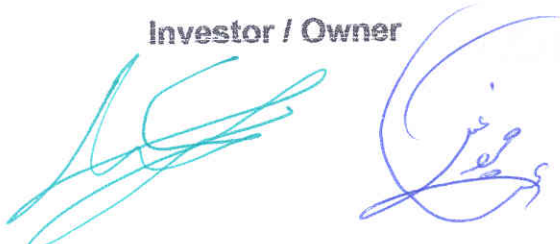
After signing Investor takes care that first payment will be valid on **GSE** account latest four weeks signing the contract in original.



Duration of contract

The contract starts with signing and validity of first payment on I. R. Iran Embassy account in Berlin (Germany) or Euro- Iranian Bank in Tehran and it ends five years after finalisation of the implementation of the silicon plant.

M. Ansari & A. Cheraghali
Investor / Owner



H-W. Hofmann CEO
Global Silicon Ltd.



Genf, 15.06.2008

