

25% p.a. Return

"Buy land they're not making any more of it" - Mark Twain.



Secure high returns from the best international emerging markets, without the responsibilities of property ownership.

- 1 year loan with 100% security
- Interest of 25% per annum
- 4 x 6.25% quarterly interest payments
- Return of initial capital in month 12

Their approach to structuring these development opportunities has always been innovative and based on the principal of allowing initial investors to make substantial potential profit in return for providing the seed corn money needed to get a development off the ground.

Buy land they're not making any more of it

Mark Twain

John Howell
The International Law Partnership LLP
(Formerly John Howell & Co.)

The aim of this overview

This brief guide to our Loan Agreement, 25% p.a. Interest paid quarterly (6.25% quarterly in arrears), programme has been prepared to help you understand:

- The Developer 25% p.a. Loan Agreement.
- The special features built into the process by The Developer to ensure your security.

This guide is no substitute for you taking your own legal advice.

What is the process of a 25% p.a. Loan Agreement from The Developer?

1. The Reservation Contract

When you have decided to partake in a 25% p.a. Loan Agreement you will be required to sign a Reservation Contract. When you sign the Reservation Contract you pay a Fully Refundable Reservation Deposit of £500/€750.

Once the Reservation Contract has been received we will send you a Loan Agreement so that your lawyers can carry out the necessary checks on the security offered to ensure that everything is in order. Your £500/€750 Reservation Deposit is made payable to The Developer and held in our designated clients account.

If your lawyer discovers any problem with the title to the security and you decide not to go ahead with your 25% p.a. Loan Agreement your Reservation Deposit will be returned to you. If you simply change your mind about the purchase then provided you inform The Developer within 28 days of signing the Reservation Contract, your Reservation Deposit will be returned.

2. The 25% p.a. Loan Agreement

Once you are 100% happy that you wish to go ahead with your 25% p.a. Loan Agreement you will sign a Loan Contract. This is, in many ways, similar to the contract you might sign in the UK when buying a house. It commits you to a 25% p.a. Loan Agreement and commits The Developer to providing security to you and paying 25% per year for the duration of your contract, (It commits The Developer to paying you 6.25% each quarter for the agreed period on the sum lent.)

3. Security for the money you have paid

The Developer will issue you with security to a value of 100% of your funds. See below for more details: " How does the 25% p.a. Loan Agreement work?".

What is the Loan Agreement?

The 25% Loan Agreement is designed to appeal to those who wish to benefit from emerging markets, but do not want to have all the responsibility of finding a property, maintaining it and then trying to sell the property to make a profit.

The early stages of a construction project are expensive. Although The Developer is a substantial company, it requires some finance to bring certain projects to completion. In various emerging market countries, banks are not very sophisticated and the cost of borrowing can be high and in any case is rarely available. You have to remember financial institutions, for example, in Turkey are unable or extremely reluctant to provide mortgages, so business finance for property is rare. Rather than pay the banks or venture capitalists, The Developer offers a limited number of its clients the opportunity of providing that finance and reaping the reward by way of guaranteed profits on the funds lent by them.

Of course, such a scheme would not be very attractive if it was full of risk. The Developer 25% Loan Agreement secures your money against land or property, free of debts and confirmed by an independent valuer to be worth 100% of the sums held.

The land or property is put in the sole hands of leading UK overseas property solicitors ILP who hold your security ' *in escrow*' - i.e. on certain conditions. Those conditions are that the security must be sold if your 6.25% advance profit payment is not delivered on time. The money generated by the sale of the security would then be used to repay the money owed to you.

The opportunity to invest in our Loan Agreement is strictly limited, so therefore please check with The Developer that we have a current requirement for funds via our 25% Loan Agreement.

How does the Loan Agreement work?

For the purposes of this example we assume a 25% Loan of £100,000 with funds lent for 1 year.

1. You enter into a contract to the full amount is paid "upfront" to ILP and held in "escrow", the money is not released to The Developer until they have provided ILP with security over land or property (security in land or property which will be held in escrow on your behalf) to the value of what you have paid - i.e. £100,000.
2. The Developer will then pay you 6.25% interest on the sum each quarter, commencing 3 months from the date The Developer receives the funds out of escrow. Your quarterly payments can be made to any bank of your choice and in a currency of your choice.
3. If The Developer does not pay you the 6.25% (£6,250.00) quarterly interest payment on time, and upon your instructions to the solicitor your share of the security held on your behalf by ILP will be sold by the solicitors and the money raised used to pay you the money due to you i.e. all outstanding 6.25% profit payments and the original sum held, with any excess going back to The Developer
4. 12 months from the time the funds were transferred to The Developer you receive back your original sum.

Isn't this too good to be true?

No. Read what previous and current clients say, (see over). Your loan saves The Developer a lot of money and, more importantly, allows them to make money by going ahead with a development sooner than would otherwise be possible. The Developer is more than happy to pass some of the benefit of those savings on to you.

Many Developers clients appreciate that most developers in emerging markets give you little or no security for your deposit or full payment and certainly do not offer the generous level of security provided by the 25% Loan Agreement.

Of course if you are not happy with any of the terms of the 25% Loan Agreement you can purchase a villa or apartment and pay by instalments, in the normal way.

The need for legal advice

The International Law Partnership LLP ("ILP" - formerly John Howell & Co) will not be able to act for you as they are representing The Developer. The International Law Partnership and The Developer are, therefore, pleased to recommend the services of:

Name: The International Property Law Centre
Address: Suffolk House
21 Silver Street
Hull
HU1 1JG
England
Tel: +44 (0)870 800 4500
Fax: +44 (0)870 800 4567
Contact: Tarra Hickson **Tel:** 0870 800 4523 **E-Mail:** tarrah@maxgold.com

This is a firm of very respected solicitors, experienced in dealing with overseas property related transactions. They are familiar with the developments and documentation and so should be able to give you a good and reasonably priced service.

If you choose to use this firm they will be acting in your interests alone. They do not represent The Developer or look after the interests of The Developer. Neither The Developer nor ILP receives any payment or other benefit by making this recommendation.

You are of course, free to use any lawyers of your choice.

I was consulted by Director regarding the group structure and recommended the consultants who were advising on the International Taxation aspects of the various developments and from the information that I received at those meetings it appeared that the opportunities were not only profitable but that steps were being taken to try to ensure as far as possible the investors funds were protected and their returns maximised.

Paul James FCA PIMgt MAE
Advanta Chartered Accountants

Isn't this too good to be true?

Although the offer did seem 'too good to be true', I was reassured by the fact that John Howell of the International Law Partnership was linked in with the Company.

Marguerite

I must admit, that when the project was first mentioned to us, we approached it with a certain amount of scepticism. We had not had any dealings with the company before and the returns on offer were exceptional.

I must compliment the developer for making this a very smooth and stress free procedure.

We have now had all of our initial capital returned to us, as promised, and are looking forward to our profit share on completion.

We have found the whole experience to be a very pleasurable and profitable one. We would happily invest again and can only recommend very highly, the developer.

Nigel

I will no longer believe the statement that 'if something looks too good to be true, then it probably is'. I was one of the last investors to the project and as you know, I was very sceptical due to the high return on offer.

I am writing to not only thank you for introducing me to Midas but also to request further details regarding the new investment opportunities available.

Jim

I would like to take this opportunity to say how pleased I am that I made the decision to become an agent for the developer; & on behalf of my clients I can confirm that they are all very pleased with their decision to invest with your good selves.

You predicted that my clients would wish to re-invest with Midas once their 12 month investment period had expired, and you are proving to be right on that count, as several clients have already called into my office to ask if this would be possible, thereby giving my company continuous income.

Due to the Due Diligence of the developer, you have not let me down.

The words "Too good to be true" are no longer an issue for myself or my clients, you are more likely to hear the words "Don't look a gift horse in the mouth"

Barbara

The Next Steps

If you would like to partake in our 25% loan facility:

1. Decide what level of funds (minimum investment £30,000 or €50,000) you wish to lend.
2. Check with The Developer that funds under the 25% Loan Agreement are currently required.
3. Complete the Reservation Contract.
4. Complete and sign the Escrow Agreement with the Reservation Contract or within 7 days thereafter and provide the ID as stated.
5. Make out a cheque for £500/€750 payable to The Developer. If you wish to pay in Euros, simply replace "£ Sterling" with the relevant currency in the brackets on your cheque.
6. Give the Reservation Agreement, (plus the Escrow Agreement, now or within 7 days) and cheque to the The Developer agent or, if there is no agent, directly to The Developer. DO NOT SEND to ILP.
7. The Developer will check all is OK and then send your cheque and a copy of the Reservation Contract and Escrow Agreement (signed by them) to ILP.
8. ILP will countersign the Escrow Agreement and send you a copy of that agreement together with a copy of the Reservation Contract signed by The Developer.
9. Your reservation will become effective when you receive a copy of the Reservation Contract, signed by The Developer.
10. The Developer will then send you a full document pack appropriate to your proposed 25% Loan Agreement, including:
 - a. A Loan Contract
 - b. Proof of ownership
 - c. Evidence of title to the land or property to be used
 - d. Evidence of the value of the land or property

More Information?

For more information, please contact Brooks Global Property

Contact Details:

Tel: +44 (0) 23 8076 0468

Email: info@brooksglobalproperty.com

Web: www.brooksglobalproperty.com