Controle Amortizações JDN

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	Vaid		2,450,000	2,234,291	10,259,354	1,114,967	2,239,846	1,564,000	250,000	5,233,955	2,299,955	367,953	804,955	(3)	Œ	608,432	1,122,068	475,000 (1,443,372		1,249,877	1,250,378	249,377	1,249,877		709,955	297,975	296,975	298,475	297,475	295,975	296,475	166,475
	Contraparte III		STERLING	FORTRESS	HIGH YELD	STERLING	HIGH YELD	ERIE PROVIDERS	FORTRESS	HIGH YELD	ERIE PROVIDERS	ERIE PROVIDERS	ERIE PROVIDERS	HIGH YELD	HIGH YELD	ΡW	PW	b. Wd	ΡW	ΡW	Dragados	Dragados	Dragados	Dragados	ENGETEC	ERIE PROVIDERS	DRUMILAN						
	Contraparte II																	ERIE PROVIDERS	ERIE PROVIDERS	ERIE PROVIDERS	Grangemouth	Grangemouth	Grangemouth	Grangemouth	CODRALUX	CODRALUX	T		**	700	1	I,	¢
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	Data		2011	2011	2011	2011	2011	2011	2011	2011	2011	2011	2011	2012	2012	2012	2012	2012	2012	2012	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013	2013



1/ Mobilisation Fee: USD 475.000/- (invoice dated beginning november 2010) 2/ Working November: USD 349.590/- (invoice dated beginning december 2010)

3/ Working December: USD 361.243/- (invoice dated beginning Jan/2011) 4/ Working January: USD 361.243/- (invoice dated beginning Feb/2011) 5/ Working February: USD 326.284/- (invoice dated beginning Mar/2011)

6/ Working March: USD 361.243/- (invoice dated beginning Apr/2011)

Total USD 2.234.603/-

FORTRESS



Tragel 60 Hofstade Aalst Belgium

November 11th, 2010

INVOICE NO. 2010/BAHAMAS PROJECT/001

Mobilization Fee of the Dredgers as per Clause 3 of the Charther Agreement, dated October 17th, 2010US\$ 475,000.00

We kindly request you to transfer the above mentioned amount to our account detailed bellow.

FORTRESS INVESTORS LTD

Trident Chambers, P.O.Box 146 Road Town, Tortola, British Virgin Islands

Account Holder:

Meinl Bank AG

Account with:

Deustche Bank AG,

Frankfurt/Main, Germany

Account No.

100 9401357 10

SWIFT Code:

DEUT DE FF

IBAN

AT131924000000461640

Payment reference:



Tragel 60 Hofstade Aalst Belgium

December 13th, 2010

INVOICE NO. 2010/BAHAMAS PROJECT/002

Operation Rate of the Dredgers in Bahamas in November 2010 as per Clause 3 of the Charther Agreement, dated October 17th, 2010US\$ 349,590.00

We kindly request you to transfer the above mentioned amount to our account detailed bellow.

FORTRESS INVESTORS LTD

Trident Chambers, P.O.Box 146 Road Town, Tortola, British Virgin Islands

Account Holder:

Meinl Bank AG

Account with:

Deustche Bank AG,

Frankfurt/Main, Germany

Account No.

100 9401357 10

SWIFT Code:

DEUT DE FF

IBAN

AT131924000000461640

Payment reference:



Tragel 60 Hofstade Aalst Belgium

March 11th, 2011

INVOICE NO. 2011/BAHAMAS PROJECT/003

Operation Rate of the Dredgers in Bahamas in February 2011 as per Clause 3 of the Charther Agreement, dated October 17th, 2010US\$ 326,284.00

We kindly request you to transfer the above mentioned amount to our account detailed bellow.

FORTRESS INVESTORS LTD

Trident Chambers, P.O.Box 146 Road Town, Tortola, British Virgin Islands

Account Holder:

Meinl Bank AG

Account with:

Deustche Bank AG,

Frankfurt/Main, Germany

Account No.

100 9401357 10

SWIFT Code:

DEUT DE FF

IBAN

AT131924000000461640

Payment reference:



Tragel 60 Hofstade Aalst Belgium

January 13th, 2011

INVOICE NO. 2011/BAHAMAS PROJECT/001

Operation Rate of the Dredgers in Bahamas in December 2010 as per Clause 3 of the Charther Agreement, dated October 17th, 2010US\$ 361,243.00

We kindly request you to transfer the above mentioned amount to our account detailed bellow.

FORTRESS INVESTORS LTD

Trident Chambers, P.O.Box 146 Road Town, Tortola, British Virgin Islands

Account Holder:

Meinl Bank AG

Account with:

Deustche Bank AG,

Frankfurt/Main, Germany

Account No.

100 9401357 10

SWIFT Code:

DEUT DE FF

IBAN

AT131924000000461640

Payment reference:



Tragel 60 Hofstade Aalst Belgium

April 11th, 2011

INVOICE NO. 2011/BAHAMAS PROJECT/004

Operation Rate of the Dredgers in Bahamas in March 2011 as per Clause 3 of the Charther Agreement, dated October 17th, 2010US\$ 361,243.00

We kindly request you to transfer the above mentioned amount to our account detailed bellow.

FORTRESS INVESTORS LTD

Trident Chambers, P.O.Box 146 Road Town, Tortola, British Virgin Islands

Account Holder:

Meinl Bank AG

Account with:

Deustche Bank AG,

Frankfurt/Main, Germany

Account No.

100 9401357 10

SWIFT Code:

DEUT DE FF

IBAN

AT131924000000461640

Payment reference:



The High Yield Global Markets Fund, Ltd.

Tel: (242) 326 2142 Fax: (242) 323 0574 Email: highyieldfund@xpfundservices.com

DATE:

January 7th, 2011

TO:

TOA LUX (sa)

Rue Henri Schnadt 4 L-2530 Luxembourg

ATTENTION:

Mr. JP Frank and Mr. Galowich

TEL: + (352) 26 30 59 51

FAX: + (352) 26 30 59 52

FROM:

High Yield Global Markets Fund, Ltd.

ATTENTION:

Mr. M. Rudy Smith

TEL: 12423262142

FAX: 12423230574

RE:

EURO NDF TRANSACTION

Dear Sir or Madam:

The purpose of this communication is to confirm the terms and conditions of the transaction entered into between us on the Trade Date specified below (the "Transaction"). This communication constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 1998 ISDA FX and Currency Option Definitions, as published by the International Swaps and Derivatives Association, Inc. ("ISDA"), the Emerging Markets Traders Association and the Foreign Exchange Committee (the "1998 Definitions"), as supplemented by the 2000 ISDA Definitions, as published by ISDA (the "Swap Definitions") are incorporated into this Confirmation. For these purposes, all references in those Definitions to a "Swap Transaction" shall be deemed to apply to the Transaction referred to herein. In the event of any inconsistency between the Definitions and this Confirmation, the terms of this Confirmation shall govern. In the event of any inconsistency between the 1998 Definitions and the Swap Definitions, the 1998 Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

This Confirmation evidences a complete and binding agreement between you and us as to the terms of the Transaction to which this Confirmation relates.

The terms of the Transaction to which this Confirmation relates are as follows:

Trade Date:

January 7th, 2011

Reference Currency:

EURO

Suite 6, BayParl Building Bay & Parliament Streets P.O. Box CB-11723 Nassau, Bahamas Reference Currency Notional Amount:

Notional Amount:

Forward Rate:

Reference Currency Buyer:

Reference Currency Seller:

Settlement Currency:

Settlement Date:

Settlement:

Settlement Rate Option:

Valuation Date:

Unscheduled Holiday:

Relevant Cities for Business Day(s) for Valuation Date:

Relevant City for Business Day for Settlement Date:

Calculation Agent:

Disruption Event:

Account for payments to The High Yield Global Markets Fund, Ltd.:

EUROS 38.750.678,14

USD 50,000,000.00

1,2903USD/EUROS

The High Yield Global Markets Fund, Ltd.

TOA (LUX) sa

USD

April 12TH, 2011

Non-Deliverable

EURO - US\$ RATE ECB

April 6TH, 2011

"Unscheduled Holiday" means that a day is not a Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in the Principal Financial Center(s) of the Reference Currency two Business Days prior

to the Scheduled Valuation Date.

Brussels, Belgium

New York

The High Yield Global Markets Fund, Ltd.

Price Source Disruption

DEUSTSCHE BANK TRUST AMERICAS

NEW YORK - USA

SWIFT CODE: BKTRUS33

ABA 021001033

ACCOUNT NAME: ROYAL BANK OF CANADA (CHANEL ISLANDS) LIMITED

ACCOUNT NUMBER 04091210

SWIFT CODE: ROYCGSP

DETAILS: ROYAL BANK OF CANADÁ

(CARIBEAN CORP)

TRUST CLIENTS A/C – HIGH YIELD GLOBAL MARKETS FUND LTD. – ATTN

ELLIOTT BARROW

Account for payments to TOA (LUX) sa:

ING LUXEMBOURG SA 52 Route D'Esch L-2965 Luxembourg IBAN LU58 0141 4337 9240 3010 USD BIC: CELLLULL

Please confirm that the foregoing correctly sets the terms of our agreement by executing this Confirmation and returning it to us by facsimile transmission.

Yours Truly,

THE HIGH YIELD GLOBAL MARKETS FUND, LTD.

Authorized Signatory

Accepted and confirmed as of the Trade Date written above:

By:_______Authorized Signatory

......

Name:

Title:

HIGH YELD INV	ESTMEN	NT FUND
TRANSACTION 1		222 1
Trade date:		11-jan-11
Spot Exchange		1.2974
Referency Notional amount	USD	34,684,754.12
Notional amount	USD	45,000,000.00
Valuation date		08-abr-11
Spot Exchange		1.4401
Net loss		4,949,514.41
TDANICA CTION 2		
TRANSACTION 2		07-jan-11
Trade date:		1,2903
Spot Exchange	USD	38,750,678.14
Referency Notional amount		
Notional amount	USD	50,000,000.00
Valuation date		08-abr-11
Spot Exchange		1.4300
Net loss		5,413,469.74
Total amount net loss		10,362,984.15

1% de comissão cosade pelo HYGNF Liquido Transferido US\$ 10.259, 354





STERLING CONSULTING CORP.

P.O.BOX 3099, Road Town, Tortola, British Virgin Islands

Invoice

007/ABR/2010

TO: KINA LTD

At Suite 220, 2nd Floor, St James Court St Denis Street Port Louis - Mauritius

VAT NR	Payment Terms	Currency	Date	Due date
	Electronic Transfer	USD	07/04/2011	15/04/2011

Description	Quantity	Unity Price	Description	VAT	Total
SERVICES IN ACCORDANCE WITH OUR TECHNICAL ASSISTANCE OFFER OF OCTOBER, 15th 2010	1	1.115.000,00	0	0,00	1.115.000,00

Tax	Incidental Base	Amount
0,00	1.115.000,00	0,00
0,00	100 100 100 100 100 100 100 100 100 100	

Sub Total	1.115.000,00
Commercial Discount	0,00
Financial Discount	0,00
Others	0,00
VAT	0,00

Total (USD)	1.115.000,00

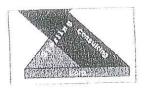
Bank:

USD WACHOVIA BANK / SWIFT: PNBPUS3NNYC / ACCOUNT NR 2000-19360014-0 / FOR CREDIT TO: BANIF-BANCO INTERNATIONAL DO FUNCHAL S.A./ SWIFT: BNIFPTPL / FOR FURTHER CREDIT TO: STERLING CONSULTING CORP / IBAN: PT50 0038 0090 02716054021 44 / EUR = ING BELGIUM NV / SWIFT: BBRUBEBB / ACCOUNT NR. 301.0187440-20-EUR / FOR CREDIT TO: BANIF-BANCO INTERNATIONAL DO FUNCHAL S.A./ SWIFT: BNIFPTPL / FOR FURTHER CREDIT TO: STERLING CONSULTING CORP / IBAN: PT50 0038 0090 02716054771 25

Account: lban: Swift:

STERLING CONSULTING CORP.

P.O.BOX 3099, Road Town, Tortola, British Virgin Islands



BVI, October 15th, 2010.

Dear Sirs Kina Limited. Maison La Rosière Victoria Mahê Republic of Seychelles

OFFER TO PROVIDE TECHNICAL ASSISTANCE

Sirs: Kina Ltd., a company incorporated and organized under the laws of the Seychelles, located at Maison La Rosiere, Victoria, Mahé, Republic of Seychelles.

Our company Sterling Consulting Corp., a company duly organized under the laws of the British Virgin Islands, at P.O.BOX 3099, Road Town, Tortola, British Virgin Islands,

We are pleased to address you in order to send this Offer in accordance with the following background information and statements:

RECITALS

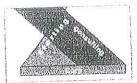
- (A) KINA has been awarded the contract 'Bahamas South Riding Point' In the Bahamas ("THE PROJECT");
- (B) For the development of the THE PROJECT is required the provision of specialized engineering consulting services;
- (C) STERLING has expertise in such fields and is prepared to assist KINA and its clients;
- (D) KINA requires the services of the STERLING, for the latter to provide the services described in Condition One hereof.

In view of the above stated Recitals, the Parties agree to bind themselves under the following Conditions:

CONDITION ONE

- 1.1 STERLING agrees to provide services to the KINA, as stated below:
 - General supervision of the * PROJECT" located at Bahamas;
 - Detailed analysis of the documentation received from KINA and formal notification to KINA regarding any deficiency and / or inconsistency in its documentation;
 - Reception and analysis of the additional information that could be delivered by KINA;

Sterling Consulting Corp P.O.BOX 3099, Road Town, Tortola, British Virgin Islands



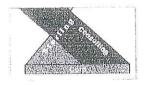
- Analysis of the geological data available, determination of the additional required geotechnical investigations and development of the geophysics studies, supervision of the execution of the drilling and sample collection, aiming the characterization of the secured scarps and ramps, based on a complete survey for the development of the optimized program for dredging services.
- Support for the selection of the local staff.
- 1.2. The general supervision services rendered by the STERLING may be conducted on-site or remotely through tele-supervision.
- 1.3. The KINA undertakes to cooperate with the STERLING for the performance and execution of the Services, including without limitations, furnishing information concerning the area in which KINA intends to operate in the Bahamas, as well as regarding any information and the materials which, as reasonably determined by the STERLING, are relevant for the proper provision of the Services. For such purpose, the KINA also agrees to allow the STERLING and its directors and employees access to its facilities.

CONDITION TWO

In consideration for the Services provided hereunder, the KINA agrees to pay the STERLING the total amount (the "Fee") of US\$ 1,115,000,00 (one million one hundred and fifteen thousand North American dollars).

- 2.1. The Fee comprises all retail expenses incurred in the provision of the Services, including videoconferences and telesupervision, third party fees and out-of-pocket expenses, as well as legal fees and special courier service expenses (the "Expenses").
- 2.2. The Fee detailed under Condition 2.1 does not include the provision of technical assistance, consulting and/or training of KINA. KINA reserves its right to request such additional services in a timely manner and during the execution period of the Services provided under this Offer. In case KINA requires the STERLING the provision of technical assistance, consulting and/or training services for its personnel and/or any other service not contemplated under this Offer, the Parties shall agree the commercial, technical and economic terms of such additional services through the execution of a new offer.
- 2.3. The Fee will be paid to the STERLING in one payment with a maturity date of up to thirty (30) calendar days as of the issuance by the KINA of a Certification Letter confirming the final acceptance of the works.
- 2.4. The Fee will be paid in US dollars, through electronic transfer at the bank account designated by the STERLING with the required notice.
- 2.5. The KINA will pay the STERLING all the necessary amounts as established hereunder, in whole, without deducting any taxes, transfer fees or any other charges, the STERLING being liable to pay any taxes and other charges established under the laws of its country.
- 2.6. All the amounts unpaid by KINA will accrue interest at their maturity until the actual payment date thereof, at the EURIBOR Rate for six months, as published by the Financial Times, plus 1% (one per cent) per annum, pro rata.

Sterling Consulting Corp P.O.BOX 3099, Road Town, Tortola, British Virgin Islands



CONDITION THREE

This Offer will be effective as of the date it is accepted by KINA and will remain effective: (i) Until all the obligations thereunder have been performed, or (ii) until six (6) months after the date it is accepted, which is the maturity date for performance of the services set forth under paragraph 1.1.

- 3.1. Either of the Parties may terminate this offer forthright and without any judicial examination, in the event:
 - (i) The other party files for bankruptcy, or a bankruptcy or insolvency petition against it is filed by or for the other Party, or any other reorganization is requested or the appointment of a receiver of all or part of its property is requested; or the other Party grants an assignment in favor of its creditors without giving written notice thereof; or
 - (ii) The other Party incurs in a material breach of any of the provisions hereunder and fails to solve such breach within thirty (30) days following service of a written notice by the non-defaulting Party; or
 - (iii) By means of an advance termination notice by KINA or STERLING.
- 3.2. Upon termination of this offer, regardless of the grounds there for, STERLING shall return to KINA all the documents in connection thereto, in its possession.
- 3.3. None of the parties will be held harmless from its liabilities in connection to the other party, which were accrued prior to the termination of this Offer, regardless of the grounds therefor. The parties hereby waive any claims for compensatory or consequential damages, either direct or indirect, and for any loss of profits allegedly accrued after such termination.
- 3.4. The services subject matter of this Offer shall be provided pursuant to a schedule to be defined by the Parties.

CONDITION FOUR

The STERLING shall perform its obligations through its personnel and KINA will have no liability whatsoever, even in connection with salary taxes or withholdings, or payments or official contributions concerning such personnel. Likewise, STERLING shall hold harmless, defend and indemnify KINA in connection with any claim or demand made by its personnel or by the competent authorities, being bound to reimburse KINA any amount paid by same regarding such claims or demands.

CONDITION FIVE

Any taxes to be paid in connection with the transactions established hereunder will be borne by STERLING. The Fee stated under CONDITION TWO includes the Bahamian value-added tax, if applicable.

CONDITION SIX

STERLING shall not assign this Offer without the prior consent in writing by KINA. Any sub-contracting, even in the Bahamas, is allowed, provided it has been previously approved in each case by KINA.

CONDITION SEVEN

Notwithstanding any of the other obligations established hereunder and/or in its respective Schedules, the parties agree that the following are also obligations for STERLING:

(i) To perform as diligently as possible the purpose of this offer;

(ii) To have highly qualified personnel for the Project subject matter of this offer.

Sterling Consulting Corp P.O.BOX 3099, Road Town, Tortola, British Virgin Islands



CONDITION EIGHT

Notwithstanding any of the other obligations established in this Offer and/or in its respective Schedules, the parties agree that the following are also obligations for KINA:

(i) To pay, within the terms established hereunder the invoices submitted by STERLING in consideration for the agreed "services":

(ii) To furnish to STERLING all the necessary information for the latter to faithfully accomplish the purpose of this Offer, as well as to facilitate access thereof to the site and comply with the requirements of STERLING:

(iii) To pay for any change or alteration to the "Services" or the fee agreed in consideration therefor.

CONDITION NINE

During the effective term of this Offer and for a subsequent term of five (5) years, STERLING shall not disclose or make available to third parties, either directly or indirectly, as applicable, any information in connection to KINA operations, drawings, prices, profits, know-how, and business affairs or that of KINA clients or related companies, which have been identified in writing as confidential (the "Confidential Information"), without the KINA prior consent in writing.

- 9.1. STERLING's obligation not to disclose the Confidential Information will not be applicable to any information which:
 - (i) Is part of the public domain;
 - (ii) Has been in STERLING's possession prior to the date hereof;
 - (iii) Has been independently developed by the STERLING;
 - (iv) Has been received from any third party entitled to disclose such information, or
 - (v) Or which STERLING, in accordance with the applicable laws, regulations or a court order, is required to disclose, and, in such case, provided the Parties have been consulted prior to making such disclosure.

CONDITION TEN

This Offer will be effective for the benefit of each of the signatory Parties and their successors-in-interest, administrators, legal representatives, successors and assigns.

CONDITION ELEVEN

This Offer will not establish any of the Parties as partner, legal representative or agent of the other party. None of the Parties will be entitled to assume, create or incur any obligation or liability whatsoever, either express or implicit, in the name of or on behalf of the other Party.

CONDITION TWELVE

The Parties will not be liable for any failures or delays in the performance of any obligation assumed under this offer, if such failure or delay is due to force majeure, including but not limited to, act of god, natural catastrophes, war, riot, civil war, government laws, strike, lock-out, flood, fire and explosion, but only while such impediment continues. The obligation to pay an amount of money may be extended or interrupted on force majeure grounds, but may not be excluded.

CONDITION THIRTEEN

Sterling Consulting Corp P.O.BOX 3099, Road Town, Tortola, British Virgin Islands



If any of the provisions of this Offer is declared as invalid or non enforceable by any court of competent jurisdiction, such provision will be automatically removed from this Offer. Such statement will not affect the lawfulness or validity of the remaining provisions hereof.

CONDITION FOURTEEN

If either Party fails to give notice or enforce any right set forth hereunder, such omission will not constitute a waiver of such right, unless it should be made in a written instrument and signed by the waiving Party. If either Party waives any of its rights in writing, such waiver will not constitute the waiver of any other right, or a subsequent infringement of the same right the infringement of which has been previously waived.

CONDITION FIFTEEN

Headings in this Offer are placed for convenience purposes only, and will not affect the interpretation hereof.

CONDITION SIXTEEN

This Offer may only be amended with the written consent of the Parties, signed by the Parties or a duly authorized representative thereof.

CONDITION SEVENTEEN

This Offer will be governed and construed in accordance with the laws of the Republic of Panama.

CONDITION EIGHTEEN

Any dispute, controversy or claim arising from this Offer or in connection thereto, will be finally solved according to the conciliation and arbitration regulations of the International Chamber of Commerce ("ICC"), by three arbitrators (3), one arbitrator appointed by the KINA, another one by the STERLING and the third one by the two chosen arbitrators.

18.1. Should any of the Parties fail to appoint an arbitrator within thirty (30) days as of the date in which the request for arbitration notice is submitted by one of the Parties, or if the other two appointed arbitrators should fail to appoint the third arbitrator within thirty (30) days following their appointment, then the ICC Arbitration Court shall appoint such arbitrator, as applicable, in accordance with such regulations.

18.2. The arbitration will be held in the city of Panama, Republic of Panama.

Fernando J.F.Q. Tonim

Director

Accepted this 22rd day of October, 2010

KINA Limited Christophe Deckers director

Sterling Consulting Corp P.O.BOX 3099, Road Town, Tortola, British Virgin Islands

COST Payment Query

Payment Search

Senders Reference	bafmu0510139585	

SWIFT Message	
Type of Message	103
Date Received	20/04/11
Message Sender	BARCMUMUOBU
Date Sent	20/04/11
Message Receiver	BARCUS33XXX
Senders Reference	BAFMU0510139585
Related Reference	
Bank Operation Code	CRED
Interbank Value Date	110420
Interbank Currency	USD
Interbank Settled Amount	1115000,00
Currency	USD
Instructed Amount	1115000,00
Ordering Customer Name/Address	/MU70BARC0305000007393181000USD
	KINA LIMITED
	SUITE 220 2ND FLOOR ST JAMES COURT
	ST DENIS STREET
	PORT LOUIS MAURITIUS
Intermediary Institution BIC	PNBPUS3NNYC
Account with Institution BIC	BNIFPTPL
Beneficiary Customer Name/Address	/PT50003800900271605402144
1400	STERLING CONSULTING CORP
Remittance Information	SHIP SUPPLIES, INVOICE 07/APR/2010
Details of charges	SHA
Sender to Receiver information	/ACC/Rua de Joao Tavira 30
	//9004-509 Funchal
	//Madeira

Related Messages

There are no related messages.	
There are no related messages.	50 St. 100 St.





Tragel 60 Hofstade Aalst Belgium

May 11th, 2011

INVOICE NO. 2011/BAHAMAS PROJECT/005

Demobilisation of the Dredgers in Bahamas in May 2011 as per Clause 3 (iii) of the Charter Agreement, dated October 17th, 2010US\$ 250,000.00

We kindly request you to transfer the above mentioned amount to our account detailed bellow.

FORTRESS INVESTORS LTD

Trident Chambers, P.O. Box 146 Road Town, Tortola, British Virgin Islands

Account Holder:

Meinl Bank AG

Account with:

Deustche Bank AG,

Frankfurt/Main, Germany

Account No.

100 9401357 10

SWIFT Code:

DEUT DE FF

IBAN

AT131924000000461640

Payment reference:

393-0480575-29-0119000

verrichting: H1010617K00Q454

1 17/06/2011 - valuta 21/06/2011

it van

K1010617K000454 iting;

250.000,00 USD

> en/of specifieke verwerking:

underlijk aangerekend in de rekening 393-0480575-29 bank van de begunstigde is onjuist of ontbreekt

AT131924000000461640

FORTRESS INVESTORS LID

PO BOX 146 ROAD TOWN

18:30:31

INVOICE 2011/BAHAMAS PROJECT/005 TORTOLA VG

MEINATHM

MEINL BANK AG

BAUERNMARKT 2

A 1014 wien

gesprekspartner ING Belgie NV voor deze



ERIE PROVIDERS CORP

ERIE PROVIDERS CORP

ERIE PROVIDERS CORP Omar Hodge Building, Second Floor P.O. BOX 3163 - Tortola - British Virgin Islands

PROFORMA INVOICE

Client

CODRALUX SA

34-36 Parc D'activité Capellen

8308 Capellen

Luxembourg

Number

ERIE-011/11

Date:

JULY 26th, 2011

Terms:

HS Code:

Description	Qty	Unit Price	Total Price
Logistics support to Codralux SA in relation to transport to Tuticorin/Port Hedland, as per agreement	1	USD 805,000.00	USD 805,000.00

Total

USD 805,000.00

Payment te	rms			
Beneficiary: ER	E PROVIDERS	CORP		
	ernacional do Fu			
	090 024243040			
SWIFT CODE:	BNIFPTPL			
ID ANI: DT50003	8 0090 0242430	4021 32 - US	SD	

6

The High Yield Global Markets Fund, LTD. SAC

Subscription Agreement

XP FundServices Bahamas Ltd. Suite 6, BayParl Building Bay & Parliament Streets P.O. Box CB-11723 Nassau, New Providence The Bahamas

Cc:Royal Bank of Canada (Caribbean)
Corporation
Building #2, Chelston Park
Collymore Rock
St. Michael,
Barbados

Gentlemen:

I/We hereby subscribe for Shares in The High Yield Global Markets Fund, Ltd. SAC, in accordance with the terms of the Private Placement Memorandum dated October 6, 2010, (the Memorandum, as amended) in the amount of

€ 4,116,000.00

By execution and delivery of this Subscription Agreement, I/we hereby represent and warrant as follows:

- (1) I/We have received and read a copy of the Private Placement Memorandum dated October 6, 2010, (the Memorandum) of The High Yield Global Markets Fund, Ltd. SAC.
- (2) I am/We are not a United States Person, as that term is used in the above-mentioned Memorandum and that I am/we are not applying for Shares of the Fund as the nominee(s) for or on behalf of any such person(s).
- (3) I/We shall notify the Fund's Administrator immediately in the event that I/we become aware that the person(s) for whom I/we hold Shares has/have become a United States Person.
- (4) I am/We are acquiring the Shares to be acquired hereunder for my/our own account for investment purposes only and not with a view to resale or distribution.
- (5) I/We represent and warrant that (i) either all offers to sell and offers to buy the Shares were made to or by me/us while I was/we were outside the United States and at the time that my/our order to buy the Shares was originated I was/we were outside the United

- States or (ii) I am/We are a U.S. dealer or other professional fiduciary acting on behalf of a discretionary account or similar account (other than an estate or trust) held for the benefit or account of a person other than a U.S. Person.
- (6) I/We have carefully read, understood and retained the Private Placement Memorandum. I/We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, I am/We are able to bear the risks of an investment in the Shares and understand the risk of, and other considerations relating to, a purchase of Shares.
- (7) The Shares are being acquired for investment purposes and neither the Shares nor any interest therein will be transferred to a United States Person or be transferred within the United States or its territories, possessions or areas subject to its jurisdiction.
- (8) I/We acknowledge that the Shares are a speculative investment which involve a significant degree of risk of loss, that I am/we are not dependent upon current cash return with respect to any investment in the Shares, that distributions are not required to be made, and that redemptions are likely to be the only means by which I/we can withdraw profits from the Fund.
- (9) I/We acknowledge that payments in respect of subscriptions and redemptions will be made in Euros and that adverse fluctuations in exchange rates could reduce the return to me/us upon the redemption of Shares.
- (10) I/We acknowledge that the directors of the Fund have reserved the right to reject this application, in whole or in part, and need not give a reason for such rejection.
- (11) I/We understand that the Company shall be entitled to redeem all or any of the Shares of any subscription at the Net Asset Value per Class of Share in such circumstances and manner as the Directors determine, including if such redemption is necessary to prevent the Company from being obligated to register as an investment company under the United States Investment Company Act 1940.
- (12) I/We acknowledge that the Fund has made available to me/us all documents pertaining to the transactions described in the Memorandum and has given me/us an opportunity to verify and to clarify any information contained in such Memorandum and such documents.
- (13) I/We acknowledge that certificates representing my/our Shares in the Fund shall not be issued but shall be represented only by an entry on the Register maintained by the Registrar and Transfer Agent.

- (14) I/We agree to accept that number of Shares (including fractional Shares) which shall be allotted by the directors of the Fund for the subscription amount which I/we have tendered, in accordance with the terms of the above-mentioned Memorandum and subject to the Articles of Association of the Fund, and to have such Shares registered exactly as provided below.
- (15) I/We represent and warrant that (i), being an entity, I am/We are authorized to enter into this Subscription Agreement and each other document required to be executed and delivered by me/us in connection with this subscription for Shares, and to perform my/our obligations there under and consummate the transactions contemplated thereby and (ii) the person signing this Subscription Agreement on my/our behalf has been duly authorized to execute and deliver this Subscription Agreement and each other document required to be executed and delivered by me/us in connection with this subscription for Shares. Being an individual, I/We have all requisite legal capacity to acquire and hold the Shares and to execute, deliver and comply with the terms of this Subscription Agreement and each of the documents required to be executed and delivered by the Investor in connection with this subscription for Shares. The execution, delivery and performance of this Subscription Agreement and such documents by me/us does not conflict with, or constitute a default under, any instruments governing me/us, any law, regulation or order, or any agreement to which I am/We are a party or by which I am/We are bound. This Subscription Agreement has been duly executed and delivered by me/us and, upon acceptance by or on behalf of the Company, constitutes a valid and legally binding agreement of me/us, enforceable against me/us in accordance with its terms.
- (16) I/We represent that all information which I have provided to the Company is correct and complete as of the date hereof, and I/We agree to notify the Administrator immediately if any representation or warranty contained in this Subscription Agreement becomes untrue prior to the closing of my/our purchase of the Shares. I/We agree to provide such information and execute and deliver such documents as the Company may reasonably request to verify the accuracy of my/our representations and warranties herein or to evaluate and comply with any law or regulation to which the Company may be subject.
- (17) I/We understand the meaning and legal consequences of the representations, warranties and agreements contained herein and acknowledge that the Company, the Advisor, the Manager, the Administrator and their respective directors, officers and agents are relying thereon. I/We agree to indemnify and hold harmless the Company, the Administrator, the Advisor, the Manager and their respective directors, officers, affiliates and agents from and against any loss, damage and liability or expenses (including reasonable attorney's fees) incurred by any of them due to or arising out of a breach of any representation, warranty or agreement of me/us contained in this Subscription Agreement or in any other document provided by me/us to the Company in connection with my/our investment in Shares. Notwithstanding any provision of this Subscription Agreement, I/We do not waive any rights granted to it under applicable securities laws.

- (18) I/We understand that additional subscription of shares in the Fund Class A can be made by simply wire transfer of the proceeds to be invested to the Fund's bank account making reference to my/our client code number as indicated above.
- (19) I/WE understand that in connection with this subscription, I/WE shall execute the proper Purchase of Shares Agreement and Bill of Sale in order to perform the transfer hereby agreed upon.
 - (20) I/WE agree to the regulatory requirements of the SFM002.
- (21) I/WE agree to waive all annual audits of the Fund and that such waiver shall remain effective for the duration of my/our ownership in the Fund.

I/We have executed this Subscription Agreement on December 12, 2011

Signature(s) of Applicant(s)

Name (title, if necessary) of Applicant(s)

Flamboyant Limited

Maison La Rosiere, Victoria

Mahé

Republic of Seychelles

Notes:

- (a) If more than one investor undersigns this document, all investors will be assumed as Joint Tenants.
- (b) Joint Tenants have rights of survivorship (i.e., if one investor dies, his or her name will be deleted from the Company's ownership records upon production of a death certificate, and the deceased investor's interest in the Shares will pass to the surviving investor(s)).
- (c) When more than one investor has undersigned this document, each investor shall be deemed to be authorized to grant instructions to the Administrator unless specific written instructions of all to the contrary are furnished to the Administrator and absent such specific written instructions, the Administrator is hereby authorized to follow the written instructions of any authorized signatory or those of an attorney in fact acting under authority filed with the Administrator. The Administrator shall verify the authenticity of signatures by comparing them with specimen signatures deposited with it. The Administrator is entitled, but not required, to undertake more thorough verification. The Administrator shall have the right to rely on the signatures furnished to it until such time as it receives specific written revocation of the same.

(d) In the event of registration of Shares in the name of a trust, partnership or corporation, please provide the full name of the entity and the official title of the person executing this Agreement on behalf of such trust, partnership or corporation.

SUBSCRIPTION FORM

Name of Investor:	Flamboyant Limited					
Address:	Maison Rosiere, Victoria, Mahé, republic of Seychelles					
Telephone Fax:						
Name of Investor.						
Address:						
Telephone: Fax:						
Name of Investor,						
Address:						
Telephone: Fax:						

Note: This Address will be listed in the Fund's shareholder register and will be used by the Fund when it sends notices and announcements to shareholders. An address must be supplied even if other arrangements are made concerning mail.

Payments Instructions for Redemptions and Dividends (if any):

Name of Beneficiary Bank:

Barclays Bank PLC - International Banking Division

Bank Address:_

1st. Floor, Barclays House, 68-68A Cybercity, Ebene, Mauritius

Swift Code:

BARCMUMUOBU

ABA#:

Reference or Account name:

Swift Code:

Account Number:

MU36 BARC 03 05 00000 7002441 000 EUR

For Further Credit to:

Flamboyant Limited

Reference:

High Yield Global Markets Fund, Ltd.: Attn: Elliott Barrow

Holding of All Mail Relating to Investments in the Company

This is your authorization to hold statements and notices addressed to the undersigned ("the Investor") pertaining to any investment the undersigned may hereafter make in THE HIGH YIELD GLOBAL MARKETS FUND, LTD. (such holding service is called the "Hold Fund Mail Service").

Investors confirms and agrees that: 1) Investor will

pick up (or cause his attorney-in-fact, if appointed to pick up) such statements and notices at the office of the Administrator of THE HIGH YIELD GLOBAL MARKETS FUND, LTD., hereinafter referred to as "Administrator" at least annually or more frequently, if possible, (2) the Hold Fund Mail Service does not include or extend to, in any way, any other items or mail except as specifically identified above and the Administrator do not undertake any duties or obligations whatsoever with respect to any such other items or statements or notices pursuant to this Agreement nor any unauthorized other mail or items delivered to it and the Administrator sole duty hereunder shall be fully discharged upon the pick-up of Hold Fund Mail Service items by or for Investor.

Each person acting alone whose signature appears below is authorized to make such pickups.

No

4 5 5 6

In consideration of your agreeing to provide the Hold Fund Mail Service to Investor, you are hereby relieved of any and all responsibility and liability in connection with all statements and notices and your holding thereof except for your gross negligence or willful misconduct and Investor agrees to indemnify the Administrator and hold it harmless from and against any and all claims, suits, costs and expenses arising from or in any way related to the Hold Fund Mail Service, including, but not limited to, mail and other items addressed to or otherwise delivered to it which are not authorized hereunder. In the event that Investor has appointed an attorney-in-fact as evidenced by his (her) signature in the space provided below, such attorney shall have authority to pick up all such statements and notices concerning THE HIGH YIELD GLOBAL MARKETS FUND, LTD. until such time as such appointment is terminated by Investor and notice thereof is given to the Administrator in writing. This Agreement shall be in effect from the moment it is signed, until such time written notification is given to terminate it

1 loverell	given to terminate it.	
Inyestoř's Signature	Joint Tenant's Signature	
Signature of Attorney-in-Fact	Date	-



The High Yield Global Markets Fund, LTD. SAC

Subscription Agreement

XP FundServices Bahamas Ltd. Suite 6, BayParl Building Bay & Parliament Streets P.O. Box CB-11723 Nassau, New Providence Cc:Royal Bank of Canada (Caribbean)
Corporation
Building #2, Chelston Park
Collymore Rock
St. Michael,
Barbados

Gentlemen:

The Bahamas

I/We hereby subscribe for Shares in The High Yield Global Markets Fund, Ltd. SAC, in accordance with the terms of the Private Placement Memorandum dated October 6, 2010, (the Memorandum, as amended) in the amount of

€ 3,716,000.00

By execution and delivery of this Subscription Agreement, I/we hereby represent and warrant as follows:

- (1) I/We have received and read a copy of the Private Placement Memorandum dated October 6, 2010, (the Memorandum) of The High Yield Global Markets Fund, Ltd. SAC.
- (2) I am/We are not a United States Person, as that term is used in the above-mentioned Memorandum and that I am/we are not applying for Shares of the Fund as the nominee(s) for or on behalf of any such person(s).
- (3) I/We shall notify the Fund's Administrator immediately in the event that I/we become aware that the person(s) for whom I/we hold Shares has/have become a United States Person.
- (4) I am/We are acquiring the Shares to be acquired hereunder for my/our own account for investment purposes only and not with a view to resale or distribution.
- (5) I/We represent and warrant that (i) either all offers to sell and offers to buy the Shares were made to or by me/us while I was/we were outside the United States and at the time that my/our order to buy the Shares was originated I was/we were outside the United

States or (ii) I am/We are a U.S. dealer or other professional fiduciary acting on behalf of a discretionary account or similar account (other than an estate or trust) held for the benefit or account of a person other than a U.S. Person.

- (6) I/We have carefully read, understood and retained the Private Placement Memorandum. I/We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, I am/We are able to bear the risks of an investment in the Shares and understand the risk of, and other considerations relating to, a purchase of Shares.
- (7) The Shares are being acquired for investment purposes and neither the Shares nor any interest therein will be transferred to a United States Person or be transferred within the United States or its territories, possessions or areas subject to its jurisdiction.
- (8) I/We acknowledge that the Shares are a speculative investment which involve a significant degree of risk of loss, that I am/we are not dependent upon current cash return with respect to any investment in the Shares, that distributions are not required to be made, and that redemptions are likely to be the only means by which I/we can withdraw profits from the Fund.
- (9) I/We acknowledge that payments in respect of subscriptions and redemptions will be made in United States dollars and that adverse fluctuations in exchange rates could reduce the return to me/us upon the redemption of Shares.
- (10) I/We acknowledge that the directors of the Fund have reserved the right to reject this application, in whole or in part, and need not give a reason for such rejection.
- (11) I/We understand that the Company shall be entitled to redeem all or any of the Shares of any subscription at the Net Asset Value per Class of Share in such circumstances and manner as the Directors determine, including if such redemption is necessary to prevent the Company from being obligated to register as an investment company under the United States Investment Company Act 1940.
- (12) I/We acknowledge that the Fund has made available to me/us all documents pertaining to the transactions described in the Memorandum and has given me/us an opportunity to verify and to clarify any information contained in such Memorandum and such documents.
- (13) I/We acknowledge that certificates representing my/our Shares in the Fund shall not be issued but shall be represented only by an entry on the Register maintained by the Registrar and Transfer Agent.

- (14) I/We agree to accept that number of Shares (including fractional Shares) which shall be allotted by the directors of the Fund for the subscription amount which I/we have tendered, in accordance with the terms of the above-mentioned Memorandum and subject to the Articles of Association of the Fund, and to have such Shares registered exactly as provided below.
- (15) I/We represent and warrant that (i), being an entity, I am/We are authorized to enter into this Subscription Agreement and each other document required to be executed and delivered by me/us in connection with this subscription for Shares, and to perform my/our obligations there under and consummate the transactions contemplated thereby and (ii) the person signing this Subscription Agreement on my/our behalf has been duly authorized to execute and deliver this Subscription Agreement and each other document required to be executed and delivered by me/us in connection with this subscription for Shares. Being an individual, I/We have all requisite legal capacity to acquire and hold the Shares and to execute, deliver and comply with the terms of this Subscription Agreement and each of the documents required to be executed and delivered by the Investor in connection with this subscription for Shares. The execution, delivery and performance of this Subscription Agreement and such documents by me/us does not conflict with, or constitute a default under, any instruments governing me/us, any law, regulation or order, or any agreement to which I am/We are a party or by which I am/We are bound. This Subscription Agreement has been duly executed and delivered by me/us and, upon acceptance by or on behalf of the Company, constitutes a valid and legally binding agreement of me/us, enforceable against me/us in accordance with its terms.
- (16) I/We represent that all information which I have provided to the Company is correct and complete as of the date hereof, and I/We agree to notify the Administrator immediately if any representation or warranty contained in this Subscription Agreement becomes untrue prior to the closing of my/our purchase of the Shares. I/We agree to provide such information and execute and deliver such documents as the Company may reasonably request to verify the accuracy of my/our representations and warranties herein or to evaluate and comply with any law or regulation to which the Company may be subject.
- (17) I/We understand the meaning and legal consequences of the representations, warranties and agreements contained herein and acknowledge that the Company, the Advisor, the Manager, the Administrator and their respective directors, officers and agents are relying thereon. I/We agree to indemnify and hold harmless the Company, the Administrator, the Advisor, the Manager and their respective directors, officers, affiliates and agents from and against any loss, damage and liability or expenses (including reasonable attorney's fees) incurred by any of them due to or arising out of a breach of any representation, warranty or agreement of me/us contained in this Subscription Agreement or in any other document provided by me/us to the Company in connection with my/our investment in Shares. Notwithstanding any provision of this Subscription Agreement, I/We do not waive any rights granted to it under applicable securities laws.

- (18) I/We understand that additional subscription of shares in the Fund Class A can be made by simply wire transfer of the proceeds to be invested to the Fund's bank account making reference to my/our client code number as indicated above.
- (19) I/WE understand that in connection with this subscription, I/WE shall execute the proper Purchase of Shares Agreement and Bill of Sale in order to perform the transfer hereby agreed upon.
 - (20) I/WE agree to the regulatory requirements of the SFM002.

I/We have executed this Subscription Agreement on

(21) I/WE agree to waive all annual audits of the Fund and that such waiver shall remain effective for the duration of my/our ownership in the Fund.

July 05, 2012

Signature(s) of Applicant(s)

Name (title, if necessary) of Applicant(s)

KINA LTD

Notes:

- (a) If more than one investor undersigns this document, all investors will be assumed as Joint Tenants.
- (b) Joint Tenants have rights of survivorship (i.e., if one investor dies, his or her name will be deleted from the Company's ownership records upon production of a death certificate, and the deceased investor's interest in the Shares will pass to the surviving investor(s)).
- (c) When more than one investor has undersigned this document, each investor shall be deemed to be authorized to grant instructions to the Administrator unless specific written instructions of all to the contrary are furnished to the Administrator and absent such specific written instructions, the Administrator is hereby authorized to follow the written instructions of any authorized signatory or those of an attorney in fact acting under authority filed with the Administrator. The Administrator shall verify the authenticity of signatures by comparing them with specimen signatures deposited with it. The Administrator is entitled, but not required, to undertake more thorough verification. The Administrator shall have the right to rely on the signatures furnished to it until such time as it receives specific written revocation of the same.
- (d) In the event of registration of Shares in the name of a trust, partnership or corporation, please provide the full name of the entity and the official title of the person executing this Agreement on behalf of such trust, partnership or corporation.

SUBSCRIPTION FORM

unie of Investor: KINA LTD.	
daison la Rosière, Victoria, Mahé, The Republic of	
ne Seychelles	
elephone Fax:	
ame of Investor:	
ldress:	
elephone: xx:	
ame of Investor:	
ddress:	
elephone: DN:	

Note: This Address will be listed in the Fund's shareholder register and will be used by the Fund when it sends notices and announcements to shareholders. An address must be supplied even if other arrangements are made concerning mail.

Payments Instructions for Redemptions and Dividends (if any):

Name of Beneficiary Bank:

Bank Address:_

Swift Code:

ABA#:

Reference or Account name:

Swift Code:

Account Number:

For Further Credit to:

Reference:

High Yield Global Markets Fund, Ltd.: / Roland Jones

THE HIGH YIELD GLOBAL MARKETS FUND, LTD.

Gentlemen,

For the purpose of subscribing Investor Shares in THE HIGH YIELD GLOBAL MARKETS FUND, LTD. please instruct the transfer of the amount of your subscription to the following account:

Pay to

Deutsche Bank Trust Americas – New York

ABA#:

021-001-033

Swift Code:

BKTRUS33

Reference or Account name:

Royal Bank of Canada (Channel Islands) Limited

1 1 2 2

Account Number:

04091210

Swift Code:

ROYCGSP

ABA#:

04091210

For Further Credit to:

Royal Bank of Canada (Caribbean Corp) IBAN# GB59ROYC40487505470729

Re:

The High Yield Global Markets Fund, Ltd.

Please, note that your bank may deduct a fee for the wire transfer service. When filling the subscription agreement, please deduct the transfer fee.

EURO WIRE TRANSFER INSTRUCTIONS

:

Pay:

HSBC BANK PLC - LONDON, UK

Swift Code:

MIDLGB22

Account Name

Royal Bank of Canada (Channel Islands) Limited

Swift Code

ROYCGGSP

IBAN:

GB34ROYC40487505476320

For Further Credit to:

Royal Bank of Canada (Caribbean) Corporation

Account:

08790 2072684

Re:

The High Yield Global Markets Fund, Ltd./Roland Jones

ERIE PROVIDERS CORP

ERIE PROVIDERS CORP

ERIE PROVIDERS CORP

Omar Hodge Building, Second Floor P.O. BOX 3163 - Tortola - British Virgin Islands

PROFORMA INVOICE

Client

To: CIA SUD AMERICANA DE DRAGADOS S.A.

AV. Corrientes 316, 2e Piso

C 1043AAQ, Buenos Aires, Argentina

CUIT: 30-68301325-7

Number

ERIE-021/12

Date:

SEPTEMBER 18th, 2012

Terms:

HS Code:

Description	Qty	Unit Price	Total Price	-
				-
	4	USD 475 000 00	USD 475.000.00	

For transport of survey launch DN75 from Singapore, Battam (Singapore), to Buenos Aires (Argentina), according to our order confirmation dated 17/sep/2012

Total

USD 475,000.00

Payment terms

rayment	CELIIID			
Beneficiary:	ERIE PROVI	DERS COR	P	
Bank: Banco	Internacional	do Funchal	S.A.	
Account: 003	38 0090 02424	1304021 32		
SWIFT COD	E: BNIFPTP	L		
IBAN: PT50	0038 0090 02	424304021	32 – USD	



ERIE PROVIDERS CORP

ERIE PROVIDERS CORP

Omar Hodge Building, Second Floor P.O. BOX 3163 - Tortola - British Virgin Islands

INVOICE

Client

Codralux Sucursal del Perú

Av. Manuel Olguin 571

Oficina 301

Surco, Peru

Number

ERIE-037/12

Date:

DECEMBER 12th, 2012

Terms:

AT SIGHT

HS Code:

Description	Qty	Unit Price	Total Price
With reference to our BIMCO Contract dated the 13th of	1	USD 710,000.00	USD 710,000.00

Total

USD 710,000.00

Paymen	t terms				
Beneficia	ry: ERIE PRO	OVIDEI	RS CORI	P	
Bank: Bar	nco Internaci	onal do	Funchal	S.A.	
Account:	0038 0090 0	2424304	1021 32		

SWIFT CODE: BNIFPTPL

IBAN: PT500038 0090 02424304021 32 - USD