
From: Robert Biden [REDACTED]
To: Gongwen Dong [REDACTED]
CC: Mervyn Yan [REDACTED]; Robert Biden [REDACTED]
Sent: 8/2/2017 7:54:57 PM
Subject: Re:

My Understanding is that the original agreement with the Director was for consulting fees based on introductions alone a rate of \$10M per year for a three year guarantee total of \$30M. The chairman changed that deal after we me in MIAMI TO A MUCH MORE LASTING AND LUCRATIVE ARRANGEMENT to create a holding company 50% percent owned by ME and 50% owned by him. Consulting fees is one piece of our income stream but the reason this proposal by the chairman was so much more interesting to me and my family is that we would also be partners inn the equity and profits of the JV's investments. Hence I assumed the reason for our discussion today in which you made clear that the Chaireman would first get his investment capital returned in the profits would then be split 50/50. If you saying that is not the case then please return us to the original deal 10M per year a guaranteed 3 years plus bonus payments for any successful deal we introduce. let's discuss thank you

On Aug 2, 2017, at 6:14 PM, Gongwen Dong <[REDACTED]> wrote:

Hi Hunter,

Mervyn felt we have different understanding of the source of income of the JV: our understanding is that income of JV will be consulting fee of the projects. It's discretionary solely on CEFC. Please confirm this is your understanding as well. If it's different, we should get on a call with Director Zang immediately.

Sent from my iPhone

On Aug 2, 2017, at 12:29 PM, Mervyn Yan <[REDACTED]> wrote:

Mr. Biden,

Thanks for the quick draft.

In the interest of time, I have attached the proposed Org chart since Hudson West III LLC was already filed and registered and obtained EIN. However, there are few business points in the Agreement we shall have incorporated into the amended document.

1. Regional focus shall be in US, Middl East, Russian, Europe and South America countries, in energy, infrastructures, finance and high-tech sectors.
2. The goal is to source and secure 1-3 deals a year and aims to have 5 more more deals in the pipeline.
3. Monochrome's capital contribution shall be treated as a loan at 5% interest rate, to cover ongoing operating expenses, and to be repaid in full from company income first.
4. Major incomes of the company are from consulting fees, arranger fees, etc. The fee amount is solely determined by the Monochrome and its affiliates.
5. Profit distribution is first to repay the loan advanced by Monochrome, then 50/50 to each member.

6. Monochrome and its affiliates shall determine the second year funding if the first year the company didn't make any progress of particular investments.
7. Monochrome appoints Chairman and CFO, OWASCO appoints CEO and COO.
8. OWASCO shall made monthly report to the board, and any investment opportunities to the Monochrome and its affiliates. Further investment decision is solely determined by Monochrome Group.
9. For the operating expenses, the company is aimed not to exceed \$416k per month, total \$5 million a year. OWASCO managers are not salary employees, however, any full time workers employed by the company shall be salary-based.
10. OWASCO commitment to the company is exclusive to the extend the company is full operational.

Thanks,
Mervyn Yan

On Wed, Aug 2, 2017 at 11:28 AM, Gongwen Dong <[REDACTED]> wrote:

Sent from my iPhone

Begin forwarded message:

From: Robert Biden <[REDACTED]>
Date: August 2, 2017 at 11:26:04 AM EDT
To: Gongwen. [REDACTED]