

Expansion Capital Solution



Version: May 2024

The **Expansion Capital Solution (ECS)** securely turns project / business owners capital reserves into funding for their project or business subsidized with bank instruments within 35 days. The project owners capital is leveraged via a special purpose vehicle (SPV) organized and managed by Keston Capital Partners structured to invest 3x value in their project.

Security: The SPV acquires an investment grade bank bond at max. 10% of its face value secured by the project owner's capital reserves using a 120-day promissory note endorsed by their minimum B-rated bank (Fitch, Moody's, and/or Standard & Poor).

Funding: The bank bond is obtained exclusive for project funding purposes with up to 40% of its face value allotted for the project owner. An allocation of the instrument's value is earmarked to repurchase 100% of the project owner's equity in the SPV for a full exit, while three times (3x) the SPV repurchase value (300%) is invested in the owner's project.

Objective: The objective of the ECS is to leverage the project owner's dry powder or capital reserves to yield funding for their project prior to the maturity of their 120-day note by no less than 60 days.

Timeframe: The duration for the project funding is within 35 days from the issuance of the project owner's 120-day note, which is cancellable within 21 days of receipt if the bank instrument is not acquired.

Recourse: In the event the instrument is acquired yet the project funding is not received within 60 days, the instrument will be delivered to the project owner.

ECS Program Pro Forma (Illustration)

Project Owner's Capital Reserves / SPV Investment / 120-Day Promissory Note ¹	\$1,000,000
Bank Instrument Annual Price ²	10%
Bank Instrument Face Value ³	\$10,000,000
Allocation for Project Owner ⁴	40%
Total Allocation Amount	\$4,000,000
SPV Equity Buyback (-10%) from Project Owner⁵	\$1,000,000
SPV Project Funding for Project Owner (30%)⁶	\$3,000,000

Note:

1 Project owner's capital reserves to invest in the SPV

2 Price of the investment bond acquired by the SPV

3 Face value of the instrument to be subsidized for project funding

4 Amount of project funding allocated for the project owner

5 Buyback of the project owner's equity in the SPV

6 SPV funding of the project owner's project or business

FOR MORE INFORMATION:

Keston Capital Partners

Email: ecs@keston.vc

Website: www.keston.vc

EXPRESSION OF INTEREST

To: Keston Capital Partners

Re: Expansion Capital Solution

Effective Date:	
Project Owner Name:	
Project Owner Email:	
Project Owner Phone:	
Project Owner Company:	
Company Registration:	
Company Address:	
Project Funding Requirement:	
Capital Reserves (120-Day Promissory Note Amount):	
Bank Name:	
Bank Address:	
Bank SWIFT / BIC:	

Attestation: By the signature hereon affixed, the signatory by doing so have expressed interest in the Keston Expansion Capital Solution program attached hereto (May 2024) and wish to receive private and confidential investment information intended for accredited investors for private investment purposes:

Investor: _____ **Signature:** _____

AGREED & ACCEPTED

SIGNED THIS _____, 2024

FOR AND ON BEHALF OF KESTON:

AUTHORIZED SIGNATORY

NAME: _____

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