

153818 CANADA LTD.

Box 3055, Winnipeg, Manitoba, Canada R3C 4E5 • (204) 943-5255 • Fax (204) 943-1087

INTERNATIONAL FINANCIAL DEVELOPERS AND CONSULTANTS

ORDER TO PAY

CONFIRMING

LEO-EMIL WANTA

TO: Bank of Nova Scotia
200 Portage Avenue
Winnipeg, Manitoba
Canada M5H 3R2

I.D. # ICA-196

153818 CANADA LTD. hereby irrevocably authorizes and directs you to pay out of each tranche in accordance with the terms of sale thereof as soon as same becomes available for disbursement, the following commissions based on the amount of the tranche to be paid out by you:

- (a) 1.0000% to the Seller's Trustee
- (b) .0833% to the Seller's Agents-WEZXC EXCH, LTD.
- (c) .4167% to the Seller's Agents-AmeriChina Global Mgt.
- (d) .1250% to the Intermediary Agents-Allen, Bedard & Asc.
- (e) .1250% to the Buyer's Agents
- (f) .5000% to the Seller's Agents-Financiera Mar, S.A.
- (g) .2500% to the Seller's Agents-Trans Asia
- (h) .2500% to the Seller's Agents-Ellis Acct.

For such payment let this authorization be your full and sufficient authority.

Signed by the said Don Edel
as President of 153818
CANADA LTD. in the presence of:

153818 CANADA LTD.

Per: Don Edel
Don Edel - President

Splittymne
Witness

ANSTRIAN DIRECTOR GENERAL LEO WANTA "Kidnaped by State of Wisconsin"

153818 CANADA LTD.

Box 3055, Winnipeg, Manitoba, Canada R3C 4E5 • (204) 943-5255 • Fax (204) 943-1087

INTERNATIONAL FINANCIAL DEVELOPMENT AND CONSULTANTS

TO: Seller's Trustee

DATE: 6 NOVEMBER 1987

TRANSACTION CODE: MAX 367

I.D. CODE: ICA- 196

JAPANESE YEN FOR USD/AMOUNT \$104B,
\$500 M FIRST DAY, 4 DAYS PER WEEK
TO ROLL

Attention:

Leo E. Wanta & Associates, Inc.

IRREVOCABLE COMMISSION AGREEMENT

I/We, 153818 Canada Ltd., do hereby guarantee to pay to the following person or firm for commission earned on the above described transaction, the following:

Commission of one percent (1.0%).

These commissions are to be paid on each and every tranche completed in the above referenced transaction.

This payment is to be made without protest.

TO:

Chemical Bank

ABA #: 02100128

Shearson Lehman Bros.

Account #: 066-027098

For benefit of AmeriChina Global Mgmt. Co., Inc.

Account #: 503-17151

This pay-order is irrevocable and unconditional. It is also assignable, transferable and divisible and shall be paid by freely negotiable bank draft or cash transfer free of bank fees or charges and shall be paid upon the completion of each and every tranche of this transaction.

We agree to respect the confidentiality of your client and will not in any way attempt to by-pass you in this or in any future transaction. Upon acceptance of this Commission Guarantee, it is understood that the same is binding to you in relation to our clients.

Sincerely,



Fax #:

PHONE #:

BANK OF NOVA SCOTIA
BANK

WINNIPEG, MAN. CANADA
ADDRESS

D. Geddes
BANK OFFICER

6 Nov. 1987
DATE

153818 CANADA LTD.

Box 3055, Winnipeg, Manitoba, Canada R3C 4E5 • (204) 943-5255 • Fax (204) 943-1087

INTERNATIONAL FINANCIAL DEVELOPERS AND CONSULTANTS

TO: Seller's Agent

DATE: 6 NOVEMBER 1987

TRANSACTION CODE: MAX 367

I.D. CODE: ICA- 196

JAPANESE YEN FOR USD/AMOUNT \$104B,
\$500 M FIRST DAY, 4 DAYS PER WEEK
TO ROLL

Attention:

WEZXC Exchange, Ltd.

IRREVOCABLE COMMISSION AGREEMENT

I/We, 153818 Canada Ltd., do hereby guarantee to pay to the following person or firm for commission earned on the above described transaction, the following:

Commission of 0.0833%

These commissions are to be paid on each and every traunch completed in the above referenced transaction.

This payment is to be made without protest.

TO:

WEZXC Exchange, Ltd. and Assigned
Barclay's Bank P.C., Bay St. Nassau, Bahamas
Account #: 2075274,
Bank Officer: Mrs. Thelma G. Johnson
(Foreign Exchange Dept.)

This pay-order is irrevocable and unconditional. It is also assignable, transferable and divisible and shall be paid by freely negotiable bank draft or cash transfer free of bank fees or charges and shall be paid upon the completion of each and every traunch of this transaction.

We agree to respect the confidentiality of your client and will not in any way attempt to by-pass you in this or in any future transaction. Upon acceptance of this Commission Guarantee, it is understood that the same is binding to you in relation to our clients.

Sincerely,



Fax #:

PHONE #:

BANK OF NOVA SCOTIA
BANK

WINNIPEG, MAN. CANADA
ADDRESS

D. Geddes
BANK OFFICER

6 Nov. 1987
DATE

153818 CANADA LTD.

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INTERNATIONAL FINANCIAL DEVELOPERS AND CONSULTANTS

TO: Seller's Agent

DATE: 6 NOVEMBER 1987

TRANSACTION CODE: MAX 367

I.D. CODE: ICA- 196

JAPANESE YEN FOR USD/AMOUNT \$104B,
\$500 M FIRST DAY, 4 DAYS PER WEEK
TO ROLL

Attention:

AmeriChina Global Management Group, Inc. (Trustee)

IRREVOCABLE COMMISSION AGREEMENT

I/We, 153818 Canada Ltd., do hereby guarantee to pay to the following person or firm for commission earned on the above described transaction, the following:

Commission of 0.4167%

These commissions are to be paid on each and every tranche completed in the above referenced transaction.

This payment is to be made without protest.

TO:

Chemical Bank

ABA #: 02100128

Shearson Lehman Bros.

Account #: 066-027098

For benefit of AmeriChina Global Mgmt. Co., Inc.

Account #: 503-17151

This pay-order is irrevocable and unconditional. It is also assignable, transferable and divisible and shall be paid by freely negotiable bank draft or cash transfer free of bank fees or charges and shall be paid upon the completion of each and every tranche of this transaction.

We agree to respect the confidentiality of your client and will not in any way attempt to by-pass you in this or in any future transaction. Upon acceptance of this Commission Guarantee, it is understood that the same is binding to you in relation to our clients.

Sincerely,



Fax #:

PHONE #:

BANK OF NOVA SCOTIA
BANK

WINNIPEG, MAN. CANADA
ADDRESS

D. Geddes
BANK OFFICER

6 Nov. 1987
DATE

153818 CANADA LTD.

Box 3055, Winnipeg, Manitoba, Canada R3C 4E5 • (204) 943-5255 • Fax (204) 943-1087

INTERNATIONAL FINANCIAL DEVELOPERS AND CONSULTANTS

TO: Intermediary Agents

DATE: 6 NOVEMBER 1987

TRANSACTION CODE: MAX- 367

I.D. CODE: ICA- 196

JAPANESE YEN FOR USD/AMOUNT \$104B,
\$500 M FIRST DAY, 4 DAYS PER WEEK
TO ROLL

Attention:

Allen, Bedard & Associates, Inc.

IRREVOCABLE COMMISSION AGREEMENT

I/We, 153818 Canada Ltd., do hereby guarantee to pay to the following person or firm for commission earned on the above described transaction, the following:

Commission of 0.125%

These commissions are to be paid on each and every tranche completed in the above referenced transaction.

This payment is to be made without protest.

TO:

Allen, Bedard & Associates, Inc. & Assigned-Account
Holds

Texas Commerce Bank, Dallas, TX 75206

ABA #: 111001150 0760

Account #: 2050011

Reference code: ICA-118

This pay-order is irrevocable and unconditional. It is also assignable, transferable and divisible and shall be paid by freely negotiable bank draft or cash transfer free of bank fees or charges and shall be paid upon the completion of each and every tranche of this transaction.

We agree to respect the confidentiality of your client and will not in any way attempt to by-pass you in this or in any future transaction. Upon acceptance of this Commission Guarantee, it is understood that the same is binding to you in relation to our clients.

Sincerely,



Fax #:

PHONE #:

BANK OF NOVA SCOTIA
BANK

WINNIPEG, MAN. CANADA
ADDRESS

D. Geddes
BANK OFFICER

6 Nov. 1987
DATE

153818 CANADA LTD.

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INTERNATIONAL FINANCIAL DEVELOPERS AND CONSULTANTS

TO: Seller's Agent

DATE: 6 NOVEMBER 1987

TRANSACTION CODE: MAX - 367

I.D. CODE: ICA- 196

JAPANESE YEN FOR USD/AMOUNT \$104B,
\$500 M FIRST DAY, 4 DAYS PER WEEK
TO ROLL

Attention:

Financier Mar, S.A./Trustee

IRREVOCABLE COMMISSION AGREEMENT

I/We, 153818 Canada Ltd., do hereby guarantee to pay to the following person or firm for commission earned on the above described transaction, the following:

Commission of 0.500%

These commissions are to be paid on each and every tranche completed in the above referenced transaction.

This payment is to be made without protest.

TO:

Financier Mar, S.A./Trustee and Assigned
Banco Exterior, Avenue Balboa, Panama, Panama
Account #: 039-09-04-37688

This pay-order is irrevocable and unconditional. It is also assignable, transferable and divisible and shall be paid by freely negotiable bank draft or cash transfer free of bank fees or charges and shall be paid upon the completion of each and every tranche of this transaction.

We agree to respect the confidentiality of your client and will not in any way attempt to by-pass you in this or in any future transaction. Upon acceptance of this Commission Guarantee, it is understood that the same is binding to you in relation to our clients.

Sincerely,



Fax #:

PHONE #:

BANK OF NOVA SCOTIA
BANK

WINNIPEG, MAN. CANADA
ADDRESS

D. Geddes
BANK OFFICER

6 Nov. 1987
DATE

153818 CANADA LTD.

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INTERNATIONAL FINANCIAL DEVELOPERS AND CONSULTANTS

TO: Seller's Agent

DATE: 6 NOVEMBER 1987

TRANSACTION CODE: MAX - 367

I.D. CODE: ICA- 196

JAPANESE YEN FOR USD/AMOUNT \$104B,
\$500 M FIRST DAY, 4 DAYS PER WEEK
TO ROLL

Attention:

Trans Asia Global Leasing, Inc.

IRREVOCABLE COMMISSION AGREEMENT

I/We, 153818 Canada Ltd., do hereby guarantee to pay to the following person or firm for commission earned on the above described transaction, the following:

Commission of 0.250%

These commissions are to be paid on each and every traunch completed in the above referenced transaction.

This payment is to be made without protest.

TO:

Trans Asia Global Leasing, Inc. and Assigned
Credit Suisse-New York thru Chase Manhattan Bank
ABA #: 001.1.825239
Account #: 302422-1
Bank Officer: Willie Roos, Mgr.

This pay-order is irrevocable and unconditional. It is also assignable, transferable and divisible and shall be paid by freely negotiable bank draft or cash transfer free of bank fees or charges and shall be paid upon the completion of each and every traunch of this transaction.

We agree to respect the confidentiality of your client and will not in any way attempt to by-pass you in this or in any future transaction. Upon acceptance of this Commission Guarantee, it is understood that the same is binding to you in relation to our clients.

Sincerely,



Fax #:

PHONE #:

BANK OF NOVA SCOTIA
BANK

WINNIPEG, MAN. CANADA
ADDRESS

D. Geddes
BANK OFFICER

6 Nov. 1987
DATE

153818 CANADA LTD.

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INTERNATIONAL FINANCIAL DEVELOPERS AND CONSULTANTS

TO: Seller's Agent

DATE: 6 NOVEMBER 1987

TRANSACTION CODE: MAX _____

I.D. CODE: ICA- 196

JAPANESE YEN FOR USD/AMOUNT \$104B,
\$500 M FIRST DAY, 4 DAYS PER WEEK
TO ROLL

Attention:

J. Ellis Account

IRREVOCABLE COMMISSION AGREEMENT

I/We, 153818 Canada Ltd., do hereby guarantee to pay to the following person or firm for commission earned on the above described transaction, the following:

Commission of 0.250%

These commissions are to be paid on each and every traunch completed in the above referenced transaction.

This payment is to be made without protest.

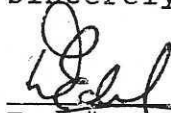
TO:

J. Ellis and Assigned
Caribbean Commercial Bank, Upper Broad St.
Bridgetown, Barbados, British West Indies
Account #: 00240281
Attn: J. Ellis

This pay-order is irrevocable and unconditional. It is also assignable, transferable and divisible and shall be paid by freely negotiable bank draft or cash transfer free of bank fees or charges and shall be paid upon the completion of each and every traunch of this transaction.

We agree to respect the confidentiality of your client and will not in any way attempt to by-pass you in this or in any future transaction. Upon acceptance of this Commission Guarantee, it is understood that the same is binding to you in relation to our clients.

Sincerely,



Fax #:

PHONE #:

BANK OF NOVA SCOTIA
BANK

WINNIPEG, Man. CANADA
ADDRESS

D. Geddes
BANK OFFICER

6 Nov. 1987
DATE

BORDEAUX HOLDING GROUP

2535 KETTNER BOULEVARD, SUITE 3-B1
HARBOR VIEW PROFESSIONAL PLAZA
SAN DIEGO, CALIFORNIA 92101

May 27, 1993

To: Louis Williams
By Fax: 210-630-5966


Message from Bordeaux Holding Group

Message:

Dear Louis,

I am sorry it has taken so long to get a response for a window time for contract number AMT.93/58-0525. I can only get an estimated date of June 1, 1993. This is mainly due to another transaction taking place with this group right now. I hope to have this firmed up by May 28th.

Respectfully,


John Belch
Managing Director

To: Mr. Wanta

I will receive banking +
window time mid-afternoon
Europe time 5-28-93 & will
fax immediately

John Belch



May 28, 1993

Mrs. Daniela Alaino, Assistant Manager
The Bank of Nova Scotia
1616 Wilson Avenue
Mississauga, Ontario, Canada M3L1A3

RE: Saloron Development, Inc.
Ameri-Trust Corp., Inc.
Account #143-14
For the Beneficiary of:
Transaction Code #9320525/R.O.E.
Royal Oaks Estates, Inc.
Mr. Tommie L. Penson
Chairman and C.E.O.


Dear Mrs. Alaimo:

I am writing this letter on behalf of Olympic International Ltd., a private investment firm who is proposing to purchase Prime Bank Guarantees, that will be issued by the top 50 world prime banks.

I can confirm to you that Olympic International Ltd. does have at least \$500 million USD available to purchase said instruments, and upon receipt of a fax letter from you, confirming that the above referenced account number 1430-14 has the capability to deliver the above referenced collateral, with full bank responsibility, Olympic will cause their bank to initiate the transaction (of course after a contract has been executed between Olympic and your client), by transmitting their funding instrument to the above referenced banking coordinates.

We would appreciate your immediate response to our query and I ask to be notified prior to any correspondence being telefaxed.

Sincerely,


D. Davis

BNP

TURN-KEY MARKETING AND MANAGEMENT COMPANY

Route 2
McAllen, Tx 78504

Box 133B
(210) 630-5966
(Tel. & Fax)

MAY 31, 1993

TO: MR. L.J. WANTA/AMERITRUST CORP. INC.

VIA FAX: 416-243-5176

RE: PROPOSED TRANSACTION BETWEEN ROYAL OAKS ESTATES, INC. AND OLYMPIC INTERNATIONAL LTD.

DEAR MR. WANTA:

PRIOR TO OLYMPIC BLOCKING THEIR FUNDS, AND KEY TEST TELEX THE CONDITIONAL S.W.I.F.T. WIRE TRANSFER TO YOUR BANK, THEY ASKED MR. DAVIS WITH THE BANK OF THE WEST TO COMPLETE SOME DUE DILIGENCE WITH YOUR BANK OFFICER AS TO THE CAPABILITY OF THE ACCOUNT NUMBER 1430-14 TO DELIVER THE COLLATERAL.

YOUR TREASURY TRUST OFFICER, MR. R.A. BYRNES, CALLED ME A FEW SECONDS AFTER I HAD SPOKEN BY PHONE WITH MR. DAVIS, AND I ASKED MR. BYRNES OF MR. DAVIS'S REQUEST, WHICH MR. BYRNES STATED THAT IF MR. DAVIS FAXED A LETTER CONFIRMING THAT OLYMPIC HAD FUNDS AVAILABLE IN THE AMOUNT OF _____, FOR THE PURCHASE OF PRIME BANK GUARANTEES, AND ASKED IF YOUR FIRM'S ACCOUNT HAS THE CAPABILITY TO DELIVER THE COLLATERAL, THEN YOUR FIRM'S BANK OFFICER WOULD FAX BACK TO MR. DAVIS A POSITIVE RESPONSE. THEN MR. DAVIS/OLYMPIC WOULD ARRANGE FOR THE CONDITIONAL S.W.I.F.T. TO BE KTT TO YOUR COORDINATES.

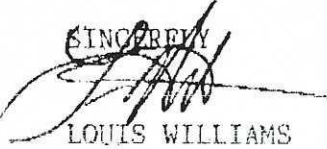
MY REQUEST TO YOU, THUS, IS TO PLEASE ARRANGE FOR THE ABOVE TO BE COMPLETED, AND ADVISE ME OF THE SAME.

AS I STATED TO MR. PENSON OF ROYAL OAKS ESTATES, WE WOULD HAVE TO MAKE ARRANGEMENTS WITH YOU, FOR YOUR FIRM TO SUPPLY THE COLLATERAL FROM YOUR COLLATERAL COMMITMENT, FOR ROYAL OAKS DOES NOT YET HAVE COLLATERAL CONFIRMED INTO YOUR ACCOUNT. WE WOULD ASK THAT YOU PROTECT FOR ROYAL OAKS THE DIFFERENCE BETWEEN YOUR COLLATERAL COST, AND THE INVOICE PRICE THAT WILL BE SHOWN ON THE CONDITIONAL S.W.I.F.T. WIRE TRANSFER.

ATTACHED IS THE PROPOSED VERBIAGE OF THE FAX THAT WILL BE SENT FROM MR. DAVIS/BANK OF THE WEST ON TUESDAY, JUNE 1, 1993 (ASSUMING YOU AND YOUR BANKER APPROVE OF THIS ARRANGEMENT). IF THIS VERBIAGE/ARRANGEMENT IS ACCEPTABLE/NOT ACCEPTABLE, PLEASE SO ADVISE. IF THE VERBIAGE MUST BE MODIFIED, PLEASE MODIFY AND ADVISE ME ASAP.

AGAIN, MANY THANKS FOR YOUR ASSISTANCE, AND PROFESSIONAL MANNER OF DOING BUSINESS.

SINCERELY


LOUIS WILLIAMS

8:58 AM CDT

CC: Mr. Penson

BORDEAUX HOLDING GROUP

2835 KETTNER BOULEVARD, SUITE 3-B1
HARBOR VIEW PROFESSIONAL PLAZA
SAN DIEGO, CALIFORNIA 92101

June 1, 1993

To: L. J. Wanta, Chairman
Ameri-Trust Corporation, Inc.
c/o Louis Williams
By Fax: 210-630-5966

Message:

Dear Mr. Wanta,

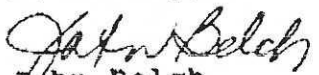
We were delayed in making the Bank Transaction Account available for Contract number AMT.93/5B-0525 due to another transaction taking place and monies being transferred.

We anticipate our Banking arrangements to be finalized by June 4, 1993.

The Sightdraft for Contract number AMT.93/5B-0525 will be key tested by telex to Bank of Nova Scotia by June 9, 1993.

Thank you for your patience in this matter.

Sincerely,


John Belch
Managing Director

BOURDEAUX HOLDING GROUP

2575 L'AMOUR AVENUE, SUITE 300
HARBOR VIEW PROFESSIONAL PLAZA
SAN JOSE, CALIFORNIA 95128

JUNE 1, 1993

TO: AMERI-TRUST CORP. INC.
ATTN: MR. L.J. WANTA
VIA FAX: 416-243-5176

RE: REQUEST FOR FIDUCIARY SERVICES FOR TRANSACTION CODE: 80-KE-BHG-3

DEAR MR. WANTA:

PLEASE REFER THIS LETTER AS OUR FORMAL REQUEST FOR YOUR FIRM TO PROVIDE FIDUCIARY SERVICES FOR THE ABOVE REFERENCED TRANSACTION.

OUR CLIENT, A FEDERAL PROVIDER HAS DONE BUSINESS WITH, AMERI-TRUST CORP. INC. AS THEIR TRUSTEE, MS. LOORRAYNE FINE BEFORE AND ARE PREPARED TO CAUSE THEIR BANK TO PAY BY TELEX A PRIME BANK CERTIFIED INVOICE FOR PRIME BANK GUARANTEES, 10 YEARS, 7.5% ANNUAL INTEREST, IN THE AMOUNT OF ONE HUNDRED MILLION (100,000,000.00) US DOLLARS, WITH ECDS, TO OUR BANKING COORDINATES.

THE INVOICE PRICE IS SEVENTY NINE PERCENT (79%) OF FACE VALUE. UPON YOUR BANK RECEIVING THIS INVOICE, YOUR BANK WILL MIRROR THIS SAME INVOICE TO OUR BUYER'S COORDINATES AT CANADIAN IMPERIAL BANK OF COMMERCE (CIBC), CANADA WITH AN INVOICE PRICE OF EIGHTY SEVEN PERCENT (87%) OF FACE VALUE.

CIBC WILL WIRE TRANSFER FUNDS TO YOUR BANK WITHIN FOUR BANKING HOURS OF RECEIPT OF THE INVOICE.

YOUR BANK WILL THEN WIRE TRANSFER THE SEVENTY NINE PERCENT (79%) TO OUR PROVIDER'S COORDINATES, AND WIRE TRANSFER THE BALANCE (LESS YOUR FEES) TO OUR BANKING COORDINATES (TO BE PROVIDED).

WE HEREBY AGREE TO PAY YOUR FIRM ONE AND ONE HALF PERCENT (1.5%) FOR YOUR FEES AND YOUR BANKING CHARGES.

AT THIS MOMENT, WE ONLY NEED A LETTER FROM YOU AUTHORIZING US TO UTILIZE YOUR ACCOUNT AT BANK OF NOVA SCOTIA. WE NEED THIS AUTHORIZATION SO THAT WE CAN CONCLUDE OUR CONTRACT WITH THE PROVIDER, AND THUS RECEIVE OUR FIRM WINDOW TIME FOR CLOSING. WE WILL AT THAT TIME BE PREPARED TO COMPLETE ANY OTHER REQUIREMENTS OF YOUR FIRM.

PLEASE ADVISE AS SOON AS POSSIBLE BY FAX: 919-678-8089.

SINCERELY,

JOHN B. B. B.
MANAGING DIRECTOR

WE HEREBY AUTHORIZE YOU TO USE OUR
FIDUCIARY SERVICES AS STATED
ABOVE. OUR BANKING COORDINATES
ARE ATTACHED HERETO TO COMMENCE
IMMEDIATELY.

LJW Wanta
6/1/93



33 KEITNER BOULEVARD, SUITE 3-51
1800 VIEW PROFESSIONAL PLAZA
SAN DIEGO, CALIFORNIA 92101

(919) 678-8089

JUNE 1, 1993

TO: AMERITRUST CORP. INC.
ATTN: MR. L.J. WANTA

VIA FAX: 416-243-5176

RE: REQUEST FOR FIDUCIARY SERVICES FOR TRANSACTION CODE:

DEAR MR. WANTA:

PLEASE CONSIDER THIS LETTER AS OUR FORMAL REQUEST FOR YOUR FIRM TO PROVIDE FIDUCIARY SERVICES FOR THE ABOVE REFERENCED TRANSACTION.

OUR COLLATERAL PROVIDER, IS WELL AWARE OF, AND HAS GREAT RESPECT FOR YOUR AMERITRUST, AND MS. LORRAYNE FINE--TRUSTEE), IS PREPARED TO CAUSE HIS BANK TO KEY TEST TELEX A PRIME BANK CERTIFIED INVOICE FOR PRIME BANK GUARANTEES, 10 YEAR TERM, 7.5% INTEREST, IN THE AMOUNT OF \$100 MILLION USD, WITH ROUTE TO OUR BANKING COORDINATES.

THE INVOICE PRICE IS 79% OF FACE VALUE. UPON YOUR BANK RECEIVING THIS INVOICE, THEY ARE TO MIRROR THIS INVOICE TO OUR BUYER'S COORDINATES AT CANADIAN NATIONAL BANK OF COMMERCE, CANADA AT AN INVOICE PRICE OF 87% OF FACE VALUE.

CNOB WILL WIRE TRANSFER FUNDS TO YOUR BANK WITHIN FOUR BANKING HOURS OF RECEIPT OF THE INVOICE.

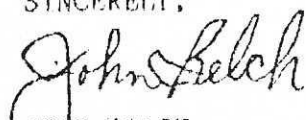
YOUR BANK WILL THEN WIRE TRANSFER THE 79% TO OUR PROVIDER'S COORDINATES, AND WIRE TRANSFER THE BALANCE (LESS YOUR FEES) TO OUR BANKING COORDINATES (TO BE PROVIDED).

WE HEREBY AGREE TO PAY YOUR FIRM 1.5% FOR YOUR FEES AND THE BANKING CHARGES.

AT THIS MOMENT, WE ONLY NEED A LETTER FROM YOU AUTHORIZING US TO UTILIZE YOUR ACCOUNT AT BANK OF NOVA SCOTIA. WE NEED THIS AUTHORIZATION SO THAT WE CAN CONCLUDE OUR CONTRACT WITH THE PROVIDER, AND THUS RECEIVE OUR FIRM WINDOW TIME FROM THE PROVIDER THIS AFTERNOON. WE WOULD AT THAT TIME BE PREPARED TO COMPLETE ANY OTHER REQUIREMENTS OF YOUR FIRM.

PLEASE ADVISE ASAP.

SINCERELY,



JOHN BELCH
MANAGING DIRECTOR

TURN-KEY MARKETING AND MANAGEMENT COMPANY

Route 2
McAllen, Tx 78504

Box 133B
(210) 630 5966
(Tel. & Fax.)

JUNE 1, 1993

TO: MR. DAVID DAVIS, VIA FAX: 505 573-4617

RE: OLYMPIA INTERNATIONAL LTD. AKA OF NOVA SCOTIA PROPOSED TRANSACTION

DEAR SIR:

THE AMERITRUST CORP. INC. HAS A REQUEST FOR THE FOLLOW (QUOTED TEXT TO BE TELEXED TO THE BANK OF NOVA SCOTIA COORDINATES (ALREADY PROVIDED)).

(QUOTE):

TO: (BANK OF NOVA SCOTIA COORDINATES)

TRANSACTION CODE: (THIS CODE MUST BE PRESENT ON THE TELEX, I.E., THE TRUST REQUIRES THAT THIS TELEX BE TIED TO A SPECIFIC TRANSACTION)

THE PURPOSE OF THIS COMMUNICATION IS TO NOT ONLY NOTIFY, BUT TO MAKE A STATEMENT OF FACT BY OUR BANK, ON BEHALF OF THE PURCHASING CLIENT.

THE PURCHASER, OLYMPIC INTERNATIONAL LTD., REPRESENTED BY OUR BANK, SO STATE THAT THAT THEY WILL PURCHASE PRIME BANK GUARANTEES, ISSUED BY TOP 50 WORLD PRIME BANKS. THE TOTAL PURCHASE AMOUNT WILL BE \$ _____ USD.

FURTHER, THAT OUR BANK, ON BEHALF OF THE PURCHASER, WOULD APPRECIATE A RESPONSE FROM YOU CONFIRMING THAT THE ABOVE REFERENCED ACCOUNT NUMBER 1430-14 HAS THE CAPABILITY TO DELIVER THE ABOVE REFERENCED COLLATERAL, WITH FULL BANK RESPONSIBILITY.

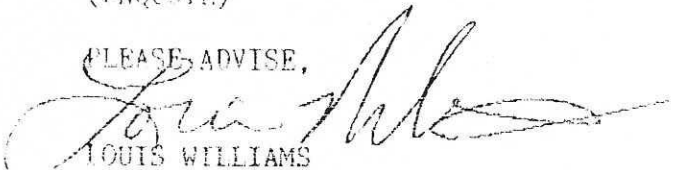
THEREFORE, ONCE YOUR RESPONDING TELEX IS RETURNED TO US CONFIRMING THE ABOVE, THE PURCHASER WILL CAUSE THEIR BANK TO ISSUE A CONDITIONAL SWIFT WIRE, OR CONDITIONAL SIGHT DRAFT FOR THE INITIAL PURCHASE, AND CONSEQUENTLY ISSUE CONDITIONAL FUNDING INSTRUMENTS FOR ANY ADDITIONAL PURCHASES.

WE WOULD APPRECIATE YOUR IMMEDIATE RESPONSE TO THE ABOVE, AND I AM TO BE NOTIFIED PRIOR TO ANY CORRESPONDENCE BEING TELEXED.

BANK OFFICER SIGNATURE

(UNQUOTE)

PLEASE ADVISE,


LOUIS WILLIAMS

JUN- 1-93 TUE 4:38

P.01

TURN-KEY MARKETING AND MANAGEMENT COMPANY

Route 2
McAllen, Tx 78504

Box 133B
(210) 630 5966
(Tel. & Fax.)

JUNE 1, 1993

TO: MR. L.J. WANTA, CHAIRMAN
AMERITRUST CORP. INC.

RE: BANK OF THE WEST TRANSACTION

DEAR SIR,

MR. BYRNES DICTATED THE ATTACHED VERBIAGE FOR BANK OF THE WEST TO TELEX TO BANK OF NOVA SCOTIA TO INITIATE THIS TRANSACTION. IF THIS VERBIAGE IS ACCEPTABLE TO YOU, AND WILL BE POSITIVELY RESPONDED TO BY BANK OF NOVA SCOTIA, PLEASE SO ADVISE.

THE BANKER WILL THEN TELEX TODAY OR AT LATEST TOMORROW (SUBJECT TO HIS APPROVAL).

PLEASE ADVISE MR. BYRNES ASKED THAT YOU CALL HIM UPON RECEIPT OF THIS.

THANKS!

SINCERELY,


LOUIS WILLIAMS

IRREVOCABLE PAYMENT ORDER

SELLER'S SECURITY CODE :
SELLER'S TRANSACTION CODE :
BUYER'S TRANSACTION CODE :
BUYER'S REFERENCE CODE :

REFERENCE :1. OLYMPIC INT'L LTD.
:2. FIDUCIARY SERVICES.

PAYOR'S BANK COORDINATES :

BANK NAME :

BANK OFFICER :
ACCOUNT NO. :
SHIFT :
TELEX :

PAYMENT ORDER VALUE:0.25 % (1/4 OF ONE PERCENT) OF THE TOTAL
FACE AMOUNT OF THE EACH TRANCHE, IN THE ABOVE REFERENCED
TRANSACTION, PAYABLE TO THE BENEFICIARY NAMED HEREIN, WITHOUT
PROTEST OR DELAY AND WITHOUT DEDUCTIONS AND FREE OF ALL TAXES
AND CHARGES.

BENEFICIARY : ROBERT A. BYRNES

BANK NAME : BANK OF AMERICA
CYPRESS BRANCH # 2438
ADDRESS : 9801 WALKER ST.
: CYPRESS, CA 90630
BANK OFFICER : CINDY VERN VP/MGR
ABA ROUTING NO : 121 000 358
ACCOUNT NO : 243 83 06587
BANK TELEPHONE :
BANK FAX :

I (WE), THE UNDERSIGNED, HEREBY GUARANTY WITH FULL
RESPONSIBILITY AND AUTHORITY, TO, UPON THE CLOSING OF EACH
AND EVERY TRANCHE IN THE ABOVE REFERENCED TRANSACTION, PAY TO
THE BENEFICIARY NAMED HEREIN THE ENTITLEMENT HEREIN STATED.

THIS PAYMENT ORDER IS VALID UPON COMMENCEMENT OF THE
TRANSACTION SET FORTH HEREIN, AND SHALL REMAIN VALID AND
ENFORCEABLE FOR THE FULL TERM OF THIS TRANSACTION. IT SHALL
APPLY TO ANY AND ALL RENEWALS, EXTENSIONS, ROLLOVERS,
ADDITIONS, OR ANY NEW AGREEMENTS BETWEEN THE BUYER AND THE
SELLER, THEIR SHAREHOLDERS AND / OR ASSIGNS. IT IS
UNCONDITIONAL, TRANSFERABLE, ASSIGNABLE AND DIVISIBLE.

THE SELLERS CODE, BUYERS CODE, TRANSACTION CODE AND ANY IDENTIFICATION CODES, BANKS, FIDUCIARY, OR TRUSTS SHALL ALWAYS REMAIN THE SAME AND SHALL NOT BE CHANGED, INCLUDING ALL RENEWALS, EXTENSIONS, ROLLOVERS, ADDITIONS, ETC., UNTIL THE TRANSACTION HAS BEEN COMPLETED OR ORIGINAL TRANCHES BETWEEN THE BUYER AND THE SELLER ARE EXHAUSTED, WITHOUT THE WRITTEN CONSENT OF ALL PARTICIPANTS INCLUDING THE BENEFICIARY OF THIS PAYORDER.

ALL PARTIES HEREBY AGREE NOT TO CIRCUMVENT, NOR ATTEMPT TO CIRCUMVENT, ANY OF THE PARTIES IN THIS TRANSACTION, AND ANY TRANSACTION NOW PENDING OR IN THE FUTURE, FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF EXECUTION OF THIS PAYMENT ORDER DOCUMENT, THIS DOCUMENT BINDS ALL PARTIES, THEIR EMPLOYEES, ASSOCIATES, TRANSFEREES, ASSIGNEES AND / OR DESIGNEES.

UPON THE EXECUTION OF THIS AGREEMENT, THIS IRREVOCABLE PAYMENT ORDER DOCUMENT WILL BE EXCHANGED FOR OFFICIAL BANK ENDORSED AND RESPONSIBLE PAYMENT ORDERS. FOLLOWING SETTLEMENT OF THE FIRST TRANCHE, THE ORIGINAL BANK PAYMENT ORDER WILL BE LODGED WITH THE PAYERS BANK. THIS FACSIMILE DOCUMENT SHALL BE CONSIDERED AN ORIGINAL, BINDING AND ENFORCEABLE DOCUMENT.

BY:

DATE

AUTHORIZED SIGNATORY

BY:

DATE

BANK OFFICER CONFIRMATION

BY:

DATE

BENEFICIARY--ROBERT A. BYRNES

BENNY SINGH

PHONE: (213) 382 - 1058

FAX: (805) 273 - 6255
7.30 A.M TO 3.15 P.M

FAX/PHONE AFTER 5.30 P.M (805) 273-6255 CALIFORNIA TIME

DATE : JUNE 8TH 1993

TO : MR. LEO WANTA, AMERI TRUST CORP., INC.
FAX : 011 - 411 - 251 - 2394
ROOM # 4 1

DEAR MR. WANTA,

REFERENCE ABOVE MR. ROBERT A. BYRNES HAS REQUESTED THAT
I FORWARD THE ATTACHED TO YOU.

HOPE TO HEAR FROM YOU SOON,

BEST REGARDS,

ROBERT A. BYRNES
BY BENNY SINGH

FCF FIRST CAPITAL FINANCE LIMITED

2700 Vicwood Plaza, 199 Des Voeux Road,
Central, Hong Kong.

Tel: (852) 541-0412
Fax: (852) 543-5555

Your Ref:

Our Ref:

To: Ameritrust Corporation Inc.
Av. Mousquines 42
CH-1005, Lausanne
Switzerland

ATTN: Ms. Lorrayne Fine

Via Ms. Grace Chin
Fax 415-681-5161

CONFIRMING
LEO EMIL WANTA

R.W.A.D.

Date : July 2, 1993
Transaction Code : UC/GC/93.06.30/FFPBG001
Buyer's Code : AMT/LHF/93.06.30/FF01
Seller's Code : FCF/HDJS-207/FFPBG
Security Code : AMT-UCGC936

We, FIRST CPAITAL FINANCE LIMITED, on behalf of our supplier confirm with full corporate and legal responsibility and under penalty of perjury, that we are ready willing and able to deliver the following debenture against clear, clean, funds of non-criminal origin.

Transaction

Collateral : Prime Bank Guarantees (PBGs)
Term : Ten (10) years and one (1) day
Age : Fresh Cut
Interest : 7.5 percent (7.5%) paid annually in arrears
Amount : \$5.0 Trillion USD to \$10.0 Trillion USD with rolls and extensions
First Tranche : \$100.0 Million USD
Subsequent Tranches : To be mutually agreed upon
Issuing Banks : Top 50 Prime World Banks with normal exclusions
Invoice Price : 69% (sixty nine percent) of face value
Denominations : As mutually agreed upon
Transaction Type : Funds First
Payment : SWIFT Wire

We are able to comply with your requested tranche schedule and requested issuing banks.

First Tranche	:	\$100 Million from Credit Suisse
Second Tranche	:	\$500 Million from Credit Suisse
Third Tranche	:	\$1 Billion from NAT West
Fourth Tranche	:	\$5 Billion from NAT West
Fifth Tranche	:	\$10 Billion from Barclay's
Subsequent Tranches	:	From top 50 Prime World Banks with normal exclusions

Seller's Bank

Bank Name	:	Standard Chartered Bank, Hong Kong
Bank Address	:	Landmark Branch 15 Queen's Road, Central, Hong Kong
Account Name	:	First Capital Finance Ltd
Account Number	:	447-101-50140
Account Officer	:	Joseph To/Cecilia Sang
Telex	:	73230 or 74750 SCHNK HX
Swift	:	SCBAL Hong Kong HH
Fax	:	852-521 7023
Telephone	:	852-842 2564

Procedures

- 1) Buyer submits RWA with partial banking information.
- 2) Buyer and seller to execute buy/sell contract. Buyer and seller to furnish full banking coordinates. Payorders to be lodged in respective banks. All fees to be paid immediately after each tranche pursuant to the payorders.
- 3) Window time to be _____, 1993 or _____, 1993. Buyer's bank to send conditional SWIFT wire to Seller's bank.
- 4) After verification of the Buyer's funding instrument, Seller's bank will send certified invoice for the collateral and Seller's bank will confirm the collateral with cusip/registration/security code numbers, etc. by Seller's bank KTT to Buyer's bank for the first tranche.
- 5) After authentication/verification of collateral by Buyer's bank, the Buyer's bank shall SWIFT wire funds into Seller's bank within eight (8) international banking hours.
- 6) Hard Copies of the instruments will be delivered by bank bonded courier service within maximum eight (8) international banking days.
- 7) First tranche at \$100.0 Million USD. All subsequent tranches to be mutually agreed upon. Total amount of contract is \$5.0 Trillion USD to \$10.0 Trillion USD with rolls and extensions.

- 8) Subsequent transactions are bank to bank. All tranches to follow same procedure unless modified by mutual agreement.


Conditions

- A) We the undersigned agree that no communications are to be made to the other's respective bank except as authorized herein. If there are any unauthorized calls, this transaction will be terminated.
- B) This facsimile document constitutes a legal and binding agreement as being transmitted by the parties as signed and attested hereto. This document is a confirmation forward via facsimile and not limited to hard copy thereof.
- C) The standards of the International Chamber of Commerce regarding the non-circumvention/non-disclosure, payment of fees and commissions, together with force majeure are deemed to be included in the body of this document, even though not explicitly stated herein.
- D) This corporate R.W.A.(D) is a full recourse commercial letter commitment, enforceable under the Laws of the Nations where both the buyer and seller are located. Said shall be the applicable law governing the interpretation, performance, construction, execution, enforceability, validity and any such matters in regards to this agreement or any agreement emanating out of this agreement.

THIS OFFER IS VALID ONLY FOR A PERIOD OF 48 HOURS FROM THE DATE OF ISSUE.

We thank you in advance for your full cooperation and assistance in order to materialize and close this transaction successfully. Please acknowledge the window time, thank you.



Authorized Signature  Date JULY 2, 1993
Hermann Pieth

Authorized Signature for Buyer Date _____