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FINANCEABLE DOCUMENTS & SUBMISSION GUIDELINES

Standard Capital Facility - Document Checklist & Guarantee Framework

Transnova Group Inc · Corporate Finance Division

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Applicable Facility	Project Finance · Patient Capital · Long-Term Debt (20+ Year Terms)
Target Clients	Corporates, SPVs, Development Entities & Infrastructure Sponsors
Document Status	Standard Issuance - Confidential

1. Introduction

Transnova Group Inc (hereinafter referred to as "the Company" or "Transnova") is an integrated multinational development and capital structuring corporation focused on advancing high-impact infrastructure, urban development, and real asset investments across Africa and international markets. As part of its mandate to facilitate access to capital for viable development projects and enterprises, Transnova's Corporate Finance Division acts as a capital intermediary, advisor, and co-investor, structuring and arranging debt and equity financing from institutional lenders, development finance institutions (DFIs), impact investors, and family offices.

This document sets out the standard requirements, document submission checklist, accepted guarantee instruments, and engagement procedures applicable to all clients and counterparties seeking to access financing through Transnova. All applicants are required to read, understand, and comply fully with the terms and procedures set out herein before any capital raise, or funding facilitation service is initiated by the Company.

Transnova specialises in patient capital structures and long-duration financing instruments, including tenures of twenty (20) years and above, suitable for infrastructure, real estate, energy, agricultural, and social impact projects requiring extended repayment horizons. All financing applications are assessed on their commercial viability, credit quality, and alignment with Transnova's sectoral priorities.



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2. Company Profile

TRANNOVA GROUP - COMPANY INFORMATION	
Company Name	Transnova Group, Inc.
Business Type	Multinational Corporation - Capital, Market, & Infrastructure Development
Core Services	Capital Arrangement, Project Finance, Infrastructure Development, Supply Chain & Trade Finance
Regional Presence	North America (Canada), Africa, and The Middle East.
Registered Address	130 King Street West, Toronto, ON M5X 1E3 Canada. 19th Floor, Suite 1900 - Exchange Tower, Downtown Toronto - Financial District.
Contact Person	Manager - Corporate Finance & Capital Markets /or Financial Adviser
Email Address	info@transnovagroup.com / transnovagrp@gmail.com
Phone Number (Company)	+1 · 416 · 274 · 4551
Website	www.transnovagroup.com

3. Mandatory Document Submission Requirements

In order for Transnova to evaluate, structure, and facilitate a specialized project finance or capital raise on behalf of a client, the following documents are required to be submitted in full prior to the commencement of any financing process. Incomplete submissions will not be progressed and will be returned for completion. All documents must be current, accurate, and certified where applicable.

Documents should cover the periods indicated below. Where specific years are referenced, clients should note that references to "this year" mean the current financial year, "last year" means the immediately preceding financial year, and "the two previous years" mean the two financial years before that, providing a full three-year historical financial picture.



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FINANCIAL DOCUMENTATION

1. Management Accounts	Year-to-date management accounts for the current financial year, prepared internally or by the company's accountants. Must include income statement, balance sheet, and cash flow statement.
2. Audited Accounts (Last Year)	Full audited financial statements for the most recently completed financial year. Must be signed off by a registered external auditor and include auditor's report, income statement, balance sheet, notes to accounts.
3. Audited Accounts (Prior 2 Years)	Audited financial statements for each of the two financial years preceding the last completed year, providing a minimum three-year audited financial history in total.
4. Detailed Revenue Breakdown	Itemised revenue breakdown by product, service line, geography, and/or customer segment for each of the last three financial years. Must be presented in tabular format with comparative analysis.
5. Financial Projections (5-Year)	Internally generated forward-looking financial model covering a minimum five-year projection period. Must be submitted in Excel format (.xlsx) with all formulas intact, including projected income statements, balance sheets, cash flows, and key assumptions clearly documented.

DEBT & OBLIGATIONS DOCUMENTATION

6. Existing Loan Agreement & Balance	Copy of any current loan or facility agreement(s) together with the most recent lender statement confirming the outstanding loan balance. Required for all existing debt facilities. If there is no existing debt, a declaration to that effect is required.
7. Debt Schedule	Full debt schedule for all existing financial indebtedness, including lender name, facility type, original amount, outstanding balance, interest rate, monthly payment, maturity date, and security provided. If there is no existing debt, state "Nil" with a signed declaration.
8. Receivables Ageing Analysis	Latest trade receivables ageing analysis, categorised by 0-30 days, 31-60 days, 61-90 days, and 90+ days overdue. Include debtor names and amounts where confidentiality permits, or summarised by category. State "Not Applicable" if no receivables.
9. Payables Ageing Analysis	Latest trade payables ageing analysis in the same format as the receivables analysis above. Include all trade creditors, accruals, and outstanding obligations. State "Not Applicable" if no trade payables.
10. Bank Statements (3 Years)	Complete and unredacted bank statements for all active business accounts for the last three financial years (or since incorporation if the business is less than three years old). Statements must be sourced directly from the bank and bear the bank's official header.



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CORPORATE & LEGAL DOCUMENTATION

11. Latest CR12 / Cap Table	Current CR12 or equivalent share register and capitalization table (cap table) showing the full ownership structure, registered shareholders, percentage holdings, and any encumbrances on shares. Must be dated within the last six months.
12. Company Profile / Deck	A concise and current company profile or investor deck (PDF or PowerPoint) covering company background, business model, key products or services, management team, and strategic overview. Maximum 20 slides recommended.
13. Certificates & Licences	Copies of all relevant operating licences, regulatory certificates, sectoral permits, and business registration documents required for the conduct of the company's business in each jurisdiction of operation. Include expiry dates where applicable.

COMMERCIAL & MARKET DOCUMENTATION

14. Principal Suppliers List	A detailed list of the company's principal suppliers, including supplier name, nature of goods or services supplied, country of origin, payment terms, and the total annual amount purchased from each supplier over the last financial year.
15. Major Customers / Clients / off-takes	A list of the company's major customers or clients, quantified by both annual revenue value (in currency) and unit volume where applicable. Include the percentage of total revenue that each key customer represents to allow concentration risk assessment.
16. Customer Reference Contacts	Contact details (name, position, email, and phone number) for at least three major customers who may be approached by Transnova or its lending partners for reference and due diligence purposes. Client consent should be obtained prior to submission.
17. ESG Report	A current Environmental, Social, and Governance (ESG) report or ESG disclosure statement covering the company's environmental impact, social responsibility practices, governance structure, and any sustainability commitments or certifications held. This is mandatory for all development finance and impact capital applications.

4. Accepted Security & Guarantee Instruments



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Given Transnova's specialisation in patient capital and long-duration financing structures including loan tenures extending up to twenty (20) years, the security and guarantee framework required is commensurate with the extended nature of these obligations. Lenders and investors providing capital over such tenures require robust, enforceable, and durable security arrangements. The following guarantee and security instruments are accepted by Transnova and its capital partners:

PRIMARY SECURITY INSTRUMENTS	
Personal Guarantee	An unconditional and irrevocable personal guarantee from the principal director(s) or majority shareholder(s) of the borrowing entity, covering the full outstanding balance of the facility including principal, accrued interest, fees, and enforcement costs at any point during the tenure.
Corporate Guarantee	An unconditional corporate guarantee from the borrowing entity or its parent holding company, supported by a board resolution authorising the execution of the guarantee and confirming the corporate authority of the signatories.
Debenture / Fixed & Floating Charge	A first-ranking fixed and floating charge debenture over all present and future assets of the borrower and any guarantor entities. The debenture must be registered at the relevant companies registry and notarised where required by local law.
First Legal Mortgage	A first legal mortgage over qualifying real property - land and/or buildings - held in the name of the borrower or its principals. All mortgaged properties must be independently valued by a lender-approved valuer, with the valuation not older than six months at the time of first drawdown.
Assignment of Receivables	Legal assignment of all material trade receivables, contract proceeds, and revenue streams in favour of the lender as collateral security. The assignment must be formally notified to the relevant debtors and perfected under applicable law.
Share Pledge	A pledge of shares held in the borrowing entity or its key operating subsidiaries, granting the lender the right to enforce ownership transfer upon a defined event of default. Share pledges are particularly relevant for long-tenor loans where ongoing ownership continuity is a material credit factor.

PATIENT CAPITAL & LONG-TENOR SPECIFIC INSTRUMENTS	
Debt Service Reserve Account (DSRA)	Mandatory for all facilities exceeding ten (10) years in tenure. The borrower must fund and maintain a DSRA covering a minimum of six (6) months of projected principal and



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	interest payments. The account must be pledged in favour of the lender and held at an agreed financial institution.
Development Finance Guarantee	A guarantee or partial risk guarantee from an approved Development Finance Institution (DFI) such as the IFC, ADB, AFDB, ECOWAS Bank, DEG, FMO, Proparco, or equivalent, covering a defined percentage of the outstanding facility balance. Particularly applicable for infrastructure and development-sector loans exceeding fifteen (15) years.
Export Credit Agency (ECA) Cover	Guarantee or insurance cover from a recognised export credit agency - including but not limited to EDC Canada, UK Export Finance (UKEF), MIGA (World Bank Group), ECIC (South Africa), NEXIM (Nigeria), or GEXIM (Ghana) - providing sovereign-backed risk mitigation for cross-border long-tenor transactions.
Escrow Arrangement	A project-specific escrow account into which all project revenues, contract proceeds, or designated cash flows are directed and held by an independent escrow agent on behalf of the lender. Particularly relevant for project finance structures and infrastructure concession loans.
Off-take / Revenue Agreement Assignment	Assignment of long-term off-take agreements, power purchase agreements (PPAs), concession agreements, or government-backed supply contracts as primary collateral underpinning loan repayment. Must have a remaining term at least equal to the loan tenure.
Insurance Proceeds Assignment	Assignment of all relevant insurance policies - including asset insurance, business interruption, key-person life insurance, and political risk insurance in favour of the lender as loss payee and additional insured. Mandatory for all long-duration facilities.
Land Title / Lease Assignment	For agri-finance, real estate, and infrastructure loans: assignment of freehold title deeds, leasehold agreements, or concession certificates over project land as primary or supplementary security. Land must be free of encumbrances, disputes, or third-party claims.
Standby Letter of Credit (SBLC)	An irrevocable SBLC issued by a first-class or A-rated international or regional bank in favour of the lender, callable upon a defined event of default. Particularly valued by lenders providing patient capital to emerging market borrowers as a mitigant against sovereign and counterparty risk.

5. Engagement Procedures & Commitment Requirements

Transnova operates a structured and professional engagement process for all clients seeking access to loan facilities, project finance, or capital raises facilitated by the Company. The procedures below are mandatory and apply to all engagements regardless of facility size or tenure. Clients are strongly encouraged to read this section carefully prior to submitting any documentation or initiating any engagement with the Company.

5.1 Pre-Submission Readiness Requirement

All clients approaching Transnova for project finance facilitation or capital raising must have a commercially viable, well-documented, and execution-ready opportunity. This means that at the time of initial engagement, the client must be able to demonstrate:



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- A clear and fundable project, business, or transaction with defined capital requirements.
- The financial and commercial documentation listed in Section 3 of this document is substantially complete or can be assembled within a reasonable timeframe.
- The capacity and authority to execute binding legal documentation if a term sheet or loan offer is issued.
- Willingness and ability to provide the security and guarantee instruments described in Section 4.
- No material adverse legal, regulatory, or financial impediments to the proposed transaction.

5.2 Commitment Fee Policy

Transnova invests significant time, expertise, and institutional resources in evaluating, structuring, and facilitating financing for each client engagement. In recognition of this commitment and to ensure the seriousness of all parties engaged, the following Commitment Fee policy applies to all project facilitation and capital raising mandates:

COMMITMENT FEE SCHEDULE	
Fee Range	USD 5,000 to USD 35,000 (or currency equivalent), assessed based on the complexity, size, and tenure of the requested facility
Fee Determination	The applicable Commitment Fee for each engagement will be confirmed in writing to the client at the commencement of the mandate, prior to the submission of any documentation or the initiation of any lender outreach
Payment Timing	The Commitment Fee is payable in full upon execution of the Mandate Letter / Engagement Agreement between the client and Transnova Group Inc, and prior to the commencement of any active capital-raising activities
Refundability - Success	The Commitment Fee is fully refundable and will be credited against the success fee payable to Transnova upon the successful close and first drawdown of the requested loan or capital facility
Refundability - Withdrawal	In the event that the client elects to withdraw from the engagement, terminate the mandate, or abandon the capital raise at any stage after the Commitment Fee has been paid, the Commitment Fee shall be non-refundable and shall be retained in full by Transnova as compensation for the time, expertise, and resources invested on the client's behalf
Non-Refundability - Failure to Qualify	Where Transnova is unable to raise the requested capital due to the client's failure to meet lender requirements, provide adequate documentation, or maintain the commercial viability of the opportunity, the Commitment Fee shall be non-refundable
Receipt & Acknowledgement	Transnova will issue an official receipt and acknowledgement letter upon receipt of the Commitment Fee, confirming the commencement of the engagement and the specific terms of the mandate

5.3 Engagement Process; Step by Step



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The standard engagement process followed by Transnova for all projects and loan facilitation mandates proceeds through the following stages:

ENGAGEMENT PROCESS STAGES	
Stage 1: Initial Enquiry	The client submits a brief written enquiry describing the nature of the funding requirement, the amount sought, the purpose of the facility, and the proposed tenure. This can be sent to info@transnovagroup.com or submitted through our partners.
Stage 2: Preliminary Assessment	Transnova conducts a preliminary desktop assessment of the enquiry to determine whether the opportunity is within the Company's mandate and whether it meets the minimum viability threshold for active engagement.
Stage 3: Mandate Issuance	Where the preliminary assessment is positive, Transnova issues a Mandate Letter or Engagement Agreement to the client, confirming the scope of services, fee structure (including the applicable Commitment Fee), and the timeline for the engagement.
Stage 4: Commitment Fee Payment	The client executes the Mandate Letter and pays the applicable Commitment Fee. Upon receipt, Transnova issues an acknowledgement and formally commences the capital-raising process.
Stage 5: Document Submission	The client submits all documents listed in Section 3 of this document in full. Transnova will review the documents, identify any gaps, and hire an independent consulting firm to complete the outstanding items within a defined period.
Stage 6: Due Diligence & Structuring	Transnova conducts full commercial, financial, and legal due diligence on the submitted materials. The facility is structured in collaboration with the client and the consultant, with a focus on optimising the terms, security package, and lender appetite.
Stage 7: Lender Outreach	Transnova presents the structured opportunity to its network of qualifying lenders, DFIs, institutional investors, and capital partners. All lender engagement is handled exclusively by the Company under the terms of the mandate.
Stage 8: Term Sheet & Negotiation	Upon receipt of a credit-approved term sheet or indicative offer from a lender, Transnova presents and negotiates the terms on behalf of the client, seeking the most favourable pricing, tenure, and covenants available.
Stage 9: Closing & Drawdown	Upon execution of all facility documentation and satisfaction of all conditions precedent, the facility is closed and the first drawdown is effected. Transnova's success fee becomes payable at this stage, against which the Commitment Fee is credited in full.

6. Success Fees & General Terms

Upon the successful close and first drawdown of any facility arranged or facilitated by Transnova, a success fee becomes payable by the client. The success fee is separate from and in addition to any fees charged by the lender directly. The Commitment Fee paid at the commencement of the engagement will be credited in full against the success fee due.



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SUCCESS FEE & GENERAL TERMS	
Success Fee	1.0% - 3.0% of the total facility amount successfully raised, depending on facility size, complexity, and tenure. The specific rate will be confirmed in the Mandate Letter.
Minimum Success Fee	USD 25,000 (or currency equivalent), applicable where the percentage-based calculation produces a lower figure.
Fee Currency	Fees are payable in USD, CAD, GBP, or the currency of the facility, as agreed in the Mandate Letter.
Exclusivity	Clients are required to grant Transnova an exclusivity period of not less than ninety (90) days from the date of Mandate execution for active capital-raising mandates.
Confidentiality	All information shared by the client in connection with the engagement shall be treated as strictly confidential by Transnova and its authorised advisors.
Governing Law	This document and all engagement terms arising hereunder shall be governed by the laws of the Province of Ontario, Canada, unless otherwise agreed in writing.
Dispute Resolution	Any disputes arising in connection with an engagement shall be resolved by binding arbitration in Toronto, Ontario, under the applicable rules of the ADR Institute of Canada.
Disclaimer	This document does not constitute a guarantee of financing or a binding commitment by Transnova to arrange any specific facility. All capital raising activities are subject to lender approval and market conditions.

7. Client Declaration & Acknowledgement

By submitting documentation and paying the Commitment Fee to Transnova, the client confirms and declares that:

- All documents and information submitted are true, accurate, complete, and not misleading in any material respect.
- The client has full legal authority to submit this application and to enter into any financing agreement that may result from this engagement.
- The client understands and accepts the Commitment Fee policy, including the non-refundability provisions upon withdrawal or failure to qualify.
- The client has read and understood the procedures, requirements, and terms set out in this document in their entirety.
- The client confirms that it is not aware of any legal, regulatory, financial, or reputational matter that would materially impair its ability to service the requested facility.
- The client consents to Transnova conducting commercial, financial, and background due diligence as reasonably required in the course of the engagement.



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A signed copy of this declaration must be returned to Transnova together with the initial document submission and Commitment Fee payment, as confirmation of the client's formal acceptance of these engagement terms.

Authorised Signatory: Transnova Group, Inc. Signature: Name: Title:	Client Acknowledgement Signature: Name: Title: Date:
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