### AGREEMENT

**THIS AGREEMENT** made this 6th day of February in the Year of Our Lord Two Thousand and Ten BETWEEN RAAN Incorporated whose registered office is situated at 4979 S. Rainbow Boulevard #130, Las Vegas, Nevada, NV 89118 in the country of United States of America, hereinafter called the Company of the one part and Paul Rufus whose physical address is #33 Calcutta Settlement #2 Freeport in the Country of Trinidad and Tobago hereinafter called “the Under Writer “ of the other part.

# WHEREAS

1. The company is the deeded owner of leases known to the Bureau of Land Management of the State of California as Banjo#1, Banjo#2, Banjo #3, and Banjo Annex
2. The company is in need of assistance to generate funding in order to mine the above mentioned lease claims
3. The company agreed to instruct Thomas M. Senenfelder an individual and TMS incorporated a New York Corporation whose registered office is located at 480 Eastwood Drive, Cutchogue, New York, 11935 “hereinafter called the Issuer” to issue a $5Billion Bond.
4. The Under Writer is desirous to provide initial funding for the issuer to write and under write the Bond offering in an effort to provide funding in order to mine the above mentioned lease claims.
5. The Company is desirous to sell the entire bond issue to the public as soon as the Issuer can affect a satisfactory sale.

**NOW IT IS HEREBY AGREED** as follows:

1. Definitions:
   1. *Bureau of Land Management means bureau set up in the United States in foreseeing the registrations and title ownership of lands.*
   2. *Issue means written and insured and registered.*
   3. *Net Proceeds means the amount of money received by the Company after all discounts and charges are paid, but before the fees due to the issuer for arranging the sale of the Bonds, are deducted.*

1. The underwriter shall pay to the Issuer a sum of Seven hundred and fifty thousand dollars US ($750,000 US) as part of the underwriting into Issuer’s bank account provided by the Issuer to the Underwriter.
2. In consideration of the above payment The Company shall pay to the Underwriter 2% of the total **NET PROCEEDS**  from the sale of the Bond.
3. In the event that the entire issue cannot be sold in one tranche, the Company shall pay to the Underwriter the 2% on the sold part of the issue and 2% on all subsequent sales until such time as the entire issue is sold.
4. The Underwriter shall pay to the Company a sum of Two hundred and fifty thousand ($250,000 US) dollars US into the Bank Account provided by the Company to the Underwriter.
5. In consideration of the above payment the company shall give the right to the Underwriter to be placed in the private placement programme.
6. The Company shall pay to the Underwriter 1% from whatever arose from the private placement programme on extension till the existence of the private Investment programme.
7. The Company shall issue to the Underwriter 1% of the ordinary shares in the Company with the voting rights.
8. The Underwriter shall remain fully responsible to pay all his tax obligations that may arise from this transaction, on all funds received by the Underwriter from the Company.
9. In case any dispute or difference shall arise between the parties hereto to any matter or thing arising under this agreement the same shall be referred to an independent arbitrator, licensed in the State of Nevada to be agreed by both the parties whose award shall be final and binding upon both the said parties.
10. All costs associated with the arbitration to be paid according to the ruling by the arbitrator.

**SIGNED AND DELIVERED** by the **}**

within named **For and on behalf of }**

**Raan Inc** by Neil Oliver }

as and for his act }

and deed in the presence of: - **}**

**SIGNED AND DELIVERED** by the **}**

within named **Paul Rufus }**

as and for his act and deed in the **}**

presence of: - **}**

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