



RC 7971137

RINA AND CO CONSULTS LTD
...COMFORTABILITY WITH VALUE

RINA AND CO CONSULTS LIMITED

RC 7971137

228, UPPER MISSION ROAD, OPP NATION HOSPITAL CLOSE TO EWAH ROAD JUNCTION,
BENIN CITY, EDO STATE.

TELE: 08148227087

E-MAIL: rinaandcoconsult@gmail.com

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INVESTMENT FRAMEWORK PROPOSAL AND PLAN

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1.0 INTRODUCTION

Rina & Co Consults Limited is a fully registered real estate development and construction company operating within the Nigerian property ecosystem. Over the years, the company has established itself as a trusted brand with a reputation for delivering high-quality housing units, developing modern estates, and facilitating seamless property acquisitions. Our operational model is rooted in professionalism, transparency, and value-driven service delivery, enabling us to attract and retain a diverse portfolio of clients, including individuals, institutions, cooperatives, and corporate organizations across Nigeria. As a forward-thinking real estate company, we consistently align our activities with emerging trends, technological innovations, and global standards for sustainable development, thereby positioning ourselves as a leading force in the Nigerian real estate market.

Real estate investment in Nigeria continues to expand due to rapid urbanization, population growth, and rising middle-class homeownership aspirations. Against this backdrop, Rina & Co Consults Limited has designed a structured investment framework that allows investors to participate in profitable real estate ventures without the burden of direct development risk. Our framework enables investors to leverage the company's expertise in land banking, estate development, construction, and property sales. This ensures that investors benefit from a diversified portfolio of real estate assets, thereby reducing exposure to volatility while securing stable returns. The company's model ensures that investors enjoy attractive yields backed by physical, verifiable real estate assets.

The company's investment philosophy is anchored on three core values: security, profitability, and transparency. These values guide project selection, land acquisition processes, partnerships with architects, engineers, and surveyors, and the overall project execution lifecycle. By ensuring that investments are tied to legally verified land titles and professionally managed development projects, Rina & Co Consults Limited guarantees that its investors engage with a system that prioritizes accountability and risk mitigation. We maintain a strict internal compliance culture that supports the integrity of our investment offerings and reinforces investor confidence.

To deliver quality real estate developments, Rina & Co Consults Limited employs a

multidisciplinary team of professionals with expertise spanning project management, architectural design, civil engineering, legal compliance, marketing, and estate facility management. This team collaborates to ensure each real estate project is executed to industry standards and regulatory expectations. We also maintain strategic partnerships with town planners, artisans, building contractors, utility providers, and security consultants who contribute to the overall quality and completion timelines of our developments. This integrated operational structure strengthens our ability to meet investor expectations and deliver profitable real estate projects consistently.

This investment framework has been carefully developed to provide a clear legal, administrative, financial, and operational roadmap for all prospective investors. It highlights the nature of the investment model, the rights and obligations of both the investor and the company, the financial security mechanisms, the governance structure, and the dispute resolution process. Furthermore, it reflects our commitment to sustainable real estate growth, capital appreciation, and strategic wealth creation for all stakeholders. Investors who engage with Rina & Co Consults Limited become part of a forward-driven vision to transform the Nigerian real estate landscape through innovative, secure, and profitable investments.

1.1 NATURE OF INVESTMENT

The investment model offered by Rina & Co Consults Limited is structured to allow both individual and corporate investors to participate in the real estate value chain without directly engaging in construction activities, land management, or estate development complexities. This model provides a platform through which investors can contribute capital toward the execution of targeted real estate projects that are carefully vetted, strategically located, and designed to meet emerging housing demands across Nigeria. The nature of the investment is such that contributors benefit from the company's extensive industry experience, legal due diligence processes, construction expertise, and statewide development network. By pooling investor funds, the company is able to replicate proven real estate development systems that optimize capital utilization and guarantee predictable returns.

Under this investment structure, funds contributed by investors are allocated exclusively to the acquisition of high-value real estate assets and the development of modern residential units such as terrace duplexes, semi-detached homes, luxury bungalows, and mini-estate layouts. These development initiatives follow a strict project lifecycle that includes feasibility studies, architectural design, land verification, registration and documentation, structural engineering, construction, and property marketing. Because the investment is tied to tangible and appreciating real estate assets, investors are insulated from speculative risk and benefit from the inherent stability of the property market. This ensures that the investment maintains a strong asset base regardless of short-term fluctuations in the economy.

A distinguishing feature of the investment is the guaranteed annual Return on Investment (ROI), currently fixed at (35% and 32% respectively) for a standard 12-month cycle. This guaranteed ROI reflects the profitability of the company's real estate models, which generate returns through prime land appreciations, estate development profits, and strategic property sales. Unlike traditional investment vehicles that rely on volatile market performance, Rina & Co Consults Limited anchors its ROI model on physical development outcomes and actual project revenue. Thus, investors enjoy a secure, predictable, and legally documented financial benefit at the end of each investment cycle. This model is designed to appeal to both short-term investors seeking annual returns and long-term investors interested in consistent capital growth.

Additionally, the investment operates as a pooled fund system, meaning that multiple investors can collectively contribute to the financing of large-scale real estate projects that may otherwise be capital-intensive for single investors. This pooled model enhances timelines and reliability, accelerates construction timelines, and ensures that estates are developed at a scale that maximizes selling potential and investor returns. Investors remain passive participants and are not required to partake in day-to-day management or construction activities. Instead, the company assumes full responsibility for planning, development, supervision, and sales while providing investors with periodic updates and professional project reporting. Overall, the nature of this investment is defined by transparency, asset-backed security, predictable returns, and professional management. It offers an opportunity for investors to harness the profitability of Nigeria's real estate sector without operational risk or managerial burden. Through this structured model, Rina & Co Consults Limited ensures that investor capital is efficiently deployed, diligently monitored, and strictly applied to identified projects.

with strong market viability. The company's holistic approach to real estate development forms the backbone of this investment framework and serves as a guarantee that investors' financial objectives are met with reliability and strategic foresight.

1.2 PROPERTY DEVELOPMENT MODEL

The property development model adopted by Rina & Co Consults Limited is a structured, professionally coordinated system designed to ensure that every project delivers maximum value, commercial viability, and long-term sustainability. Once suitable land has been identified and legally verified, the company commences a rigorous project development pipeline beginning with site evaluation, environmental assessment, survey verification, and land documentation. This preliminary process ensures that the land is suitable for residential development, free from encumbrances, and strategically located within growing or urbanizing communities. By prioritizing legally secure and high-demand locations, the company strengthens the market value of each estate while guaranteeing that investor funds are deployed into assets with strong appreciation potential.

Following land acquisition, the company proceeds with estate conceptualization and branding. This includes creating a distinct estate identity complete with architectural themes, design concepts, and facility specifications aimed at maximizing market appeal. Naming and branding each estate is part of the company's strategy to differentiate its projects in the highly competitive real estate market and to establish a recognizable standard of quality. The branding process also involves developing sales materials, digital visuals, estate layout maps, and concept briefs that capture the vision of the project. These steps are critical because they enhance investor confidence, attract prospective buyers early, and ensure that each estate possesses unique features that align with contemporary housing trends.

Infrastructure development forms the next central component of the property development model. Rina & Co Consults Limited prioritizes the installation of essential facilities that define modern residential living. These include 24/7 security infrastructure with access control systems, perimeter fencing, CCTV surveillance, and trained security personnel; dedicated power solutions such as solar hybrid systems, transformers, or independent power sources; water and waste management systems; drainage and road networks; and recreational areas. These infrastructural components are planned and executed according to regulatory

requirements, engineering standards, and environmental sustainability principles. They ensure that the estate not only meets market expectations but also maintains long-term functionality and value.

Once infrastructure is put in place, the company begins the construction of residential units based on the project's architectural master plan. This phase includes the development of terrace duplexes, bungalows, serviced plots, or hybrid housing units depending on market demand and estate design. Construction is supervised by qualified structural engineers, architects, and project managers who enforce strict quality control measures throughout the build process. Materials used in construction are sourced from reputable suppliers, and contractors are selected based on competence, regulatory compliance, and proven track records. By adhering to rigorous quality assurance protocols, Rina & Co Consults Limited ensures that each housing unit is structurally sound, aesthetically appealing, and market-ready.

Upon completion of development and construction, the company transitions into the marketing and sales phase. This involves showcasing completed units or plots to potential buyers through physical inspections, virtual tours, open house sessions, and strategic advertising campaigns. Sales proceeds from these completed properties form part of the revenue stream from which investors' returns are derived. Investor updates, financial reports, and project summaries are provided regularly to ensure transparency and accountability. The entire development model—from land acquisition to sales is designed to maximize returns, sustain investor confidence, and build profitable estates that contribute to urban growth and housing development across Nigeria.

1.3 INVESTORS' RIGHTS AND OBLIGATIONS

Investors in Rina & Co Consults Limited enjoy a range of fundamental rights that ensure transparency, accountability, and equitable participation in the investment process. One of the core rights is the entitlement to receive the agreed Return on Investment (ROI) at the end of each investment cycle, as stipulated in the investment agreement. This ROI is guaranteed and contractually binding, reflecting the company's commitment to honoring its financial obligations to all investors. Investors also have the right to clear and comprehensive documentation that outlines the value of their investment, the duration of the investment tenure,

and the terms governing payout. This legal documentation forms the bedrock of investor protection and ensures a predictable, structured financial relationship.

In addition to financial rights, investors have the right to receive periodic updates regarding the progress of real estate projects funded through their contributions. These updates may include construction timelines, development milestones, infrastructure installations, unit sales projections, and general project performance reports. This commitment to periodic reporting enhances transparency and ensures investors remain adequately informed about the status of the properties tied to their funds. Rina & Co Consults Limited recognizes that timely information is essential for maintaining investor confidence and fostering long-term partnerships, and thus prioritizes detailed communication across all stages of project execution.

Investors also possess the right to request clarifications, seek additional information, review contract terms, and engage with the company's support team to address concerns relating to their investment. This right ensures that investors maintain an active understanding of how their funds are deployed and the expected outcomes. Furthermore, investors are entitled to full disclosure regarding the project's legal status, including land documentation, regulatory approvals, and development permits. These disclosures are aligned with best practices in real estate investment governance and ensure that investors are not exposed to legal or ownership risks. The transparency embedded in this system strengthens the integrity of the investment relationship.

Alongside these rights, investors also bear specific obligations that ensure the investment relationship remains orderly, legally compliant, and mutually beneficial. One such obligation is the responsibility to provide accurate personal and financial information during onboarding. This includes valid identification documents, correct contact details, and accurate investment declarations. Providing false or incomplete information may hinder project planning, documentation, and legal compliance. Investors must also adhere to all guidelines contained in the investment agreement, including respecting investment timelines, acknowledging risk disclosures, and following the company's stipulated communication channels. Compliance with these obligations ensures a seamless administrative and legal process.

In addition to the above, the Investor reserves the right to receive full repayment of capital and agreed returns in accordance with the timelines established under Clause 3. This includes the right to take legal or contractual steps where repayment obligations are not met. The Company acknowledges that investment rights are intrinsic to the viability of the agreement, and thus undertakes to honour them fully and without delay. These rights collectively form the Investor's protective shield, guaranteeing security, fairness, and predictable outcomes throughout the life of the investment.

Finally, investors must recognize and uphold their obligation to act in good faith throughout the investment lifecycle. This includes maintaining confidentiality regarding insider information, avoiding actions that may disrupt project execution, and complying with applicable Nigerian laws governing financial and real estate transactions. Upholding these obligations enables Rina & Co Consults Limited to fulfill its development mandate efficiently while safeguarding the interests of all investors. When both rights and obligations are balanced, the investment framework operates smoothly, fosters trust, and sustains a long-term partnership model that promotes wealth creation and estate development across Nigeria.

1.4 RETURN ON INVESTMENT

The Return on Investment (ROI) structure offered by Rina & Co Consults Limited is one of the most distinctive features of the company's investment model. The firm provides investors with a guaranteed (35% or 32%) ROI over a 12-month investment cycle, ensuring that every investor receives a clearly defined and legally documented financial return upon maturity. This ROI rate is strategically derived from the profitability of real estate development activities, which include land value appreciation, sales margins on completed housing units, and premium gains on estate developments. The guaranteed nature of this return provides certainty and stability for investors, distinguishing the investment from volatile market-dependent opportunities such as stock trading or cryptocurrency investments.

The 25% ROI is structured to reflect the predictable revenue flows associated with real estate sales and development cycles. Each project undertaken by Rina & Co Consults Limited typically includes multiple profit centers: acquisition of low-cost but high-value potential land,

construction of modern residential units, installation of estate infrastructure, and the subsequent sale of both land and housing units at market-competitive prices. These activities generate substantial revenue margins, enabling the company to meet its ROI obligations without compromising operational liquidity. Investors benefit from this model because their returns are tied directly to physical, marketable real estate assets, ensuring that the investment maintains long-term value throughout the cycle.

Payouts under the ROI structure are executed at the conclusion of the investment tenure, following the completion of the project cycle and associated property sales. Investors are issued payment notices and may select preferred modes of disbursement, including bank transfers or reinvesting the principal plus returns into a new cycle. The company follows a strict internal compliance and financial reporting system, ensuring that payouts are made promptly and accurately. This transparent financial process enhances investor confidence and reinforces Rina & Co Consults Limited's reputation as a reliable investment partner. The consistent fulfillment of ROI commitments forms the foundation of the firm's long-standing investor relationships.

In addition to guaranteed annual returns, investors may receive periodic market updates illustrating how the company maintains profitability sufficient to support the promised ROI. These updates may include property sales reports, land appreciation metrics, market demand analyses, and sector outlook projections. Such reports help investors understand the broader economic and real estate environment that supports their returns, demonstrating that the ROI is grounded not in speculation but in measurable development outcomes. This level of transparency ensures that investors remain informed about the practices sustaining their profits and fosters a deeper appreciation of how the real estate sector drives wealth creation.

Overall, the ROI clause underscores Rina & Co Consults Limited's commitment to offering a secure, predictable, and professionally managed investment platform. The guaranteed return is backed by tangible real estate projects, rigorous financial prudence, and a disciplined development process. By providing stable and attractive annual returns, the company empowers investors to grow their capital with minimal risk while supporting the expansion of modern, high-value residential communities across Nigeria. This structured financial model not

only enhances investor trust but also contributes to the continuous growth and sustainability of the company's development initiatives.

1.5 REPRESENTATIONS AND WARRANTIES

The Company hereby represents and warrants that it has the legal capacity, authority, and organisational structure required to undertake and implement the project for which investment funds are being sought. This includes the assurance that the Company is duly registered under applicable national laws, possesses the necessary licences or approvals, and is not subject to any legal restrictions that may affect the enforceability of this agreement. These representations serve to assure the Investor that the Company is a legitimate and competent entity capable of managing the investment responsibly and in full compliance with the law.

The Company further warrants that all information provided to the Investor—including financial projections, operational plans, and business descriptions—is accurate, truthful, and free from misleading statements. The Company acknowledges that investment decisions rely heavily on the credibility of disclosed information, and thus commits to ensuring that all future disclosures remain accurate and timely. Where any material changes occur, the Company shall promptly notify the Investor in writing to avoid reliance on outdated or incorrect data.

The Company also represents that the proposed project is commercially viable, operationally feasible, and capable of generating the projected returns if executed in accordance with the agreed plan. It warrants that it has the technical capacity, human resources, and logistical arrangements to carry out the project efficiently. This representation reinforces the Investor's confidence that the investment is being channelled into a project with realistic prospects and an established administrative framework.

Additionally, the Company represents that all funds received from the Investor shall be used strictly for the purposes outlined in the investment proposal and not diverted for unrelated activities. The Company shall maintain proper internal controls, financial documentation, and verifiable expenditure records to demonstrate compliance with this requirement. This warranty ensures financial discipline and reduces the risk of waste, misuse, or misappropriation of the Investor's capital.

The Investor, for their part, represents that the funds being invested are legitimate, lawfully obtained, and free from encumbrances or third-party claims. The Investor also warrants that

they understand the commercial risks associated with investments and have made the decision willingly and with full awareness of possible outcomes. These mutual representations strengthen the integrity of the agreement and create a foundation of mutual trust, legal protection, and transparent financial conduct.

1.6 DISPUTE RESOLUTION MECHANISM

In the event of any disagreement, conflict, or grievance arising from the interpretation, performance, or breach of this agreement, the parties agree to adopt a structured dispute-resolution mechanism aimed at promoting fairness, efficiency, and amicable settlement. This approach ensures that disputes do not unnecessarily disrupt the progress of the investment or undermine the relationship between the parties. By adopting a multi-step process, both parties commit to engaging constructively and in good faith before escalating matters to more formal channels.

The first step in resolving any dispute shall be negotiation. Upon becoming aware of a dispute, the aggrieved party shall notify the other in writing, stating the nature of the issue and proposed solutions. Both parties will then convene a meeting within a reasonable period to attempt resolution through direct discussion. This negotiation stage encourages cooperation and reduces the need for more adversarial proceedings.

Where negotiation fails to resolve the dispute, the parties shall proceed to mediation. Mediation shall be conducted by a neutral third-party professional mutually agreed upon by both parties. The mediator's role will be to facilitate communication, identify points of agreement, and assist the parties in reaching a mutually acceptable compromise. Mediation is non-binding but highly effective in preserving relationships and ensuring solutions that reflect the interests of all parties.

If mediation does not succeed, the parties agree that the dispute shall be referred to arbitration. Arbitration shall be conducted in accordance with the Arbitration and Mediation Act of Nigeria or any successor legislation. The arbitral tribunal's decision shall be final, binding, and enforceable upon both parties. Arbitration provides a faster, confidential, and more specialised alternative to litigation, making it suitable for commercial investments.

Without prejudice to the above, the parties may also seek injunctive relief from a competent court where urgent protection of rights is necessary. This ensures that the dispute-resolution

process does not prevent immediate action where critical interests are at risk. Overall, this dispute-resolution mechanism ensures that disagreements are managed fairly, systematically, and in a manner that minimises disruptions to the investment.

1.7 CONFIDENTIALITY AND NON-DISCLOSURE

The parties acknowledge that the investment relationship will inevitably involve the exchange of sensitive, proprietary, and commercially valuable information. This may include business strategies, financial projections, operational methodologies, client databases, supplier networks, and unique market insights critical to the success of the project. To protect these interests, both parties commit to strict confidentiality obligations requiring them to preserve the secrecy of all information shared during and after the term of this agreement. This duty of confidentiality is essential for maintaining trust and safeguarding the competitive advantage of the Company and the financial privacy of the Investor.

The confidentiality obligation extends to all documents, communication, digital exchanges, and oral disclosures made in the course of negotiations, implementation, and reporting. Neither party shall disclose such information to third parties without the express written consent of the other, except where disclosure is required by law, regulatory directives, or competent judicial authority. Even in such cases, the disclosing party must notify the other promptly and take reasonable steps to limit the extent of the disclosure. This cautious and controlled approach ensures that sensitive information is not indiscriminately exposed or misused.

The Company further commits to implementing internal security measures such as data protection frameworks, restricted access protocols, and password-controlled documentation systems to ensure that confidential information remains secure. Employees, consultants, and agents of the Company with access to the Investor's information shall be bound by similar confidentiality obligations. The Investor likewise agrees to maintain privacy safeguards over Company information provided for decision-making or monitoring purposes. This dual responsibility ensures a balanced and equitable protection regime.

In the event of a breach of confidentiality, the offending party shall be liable for the damages, losses, or reputational harm suffered by the non-breaching party. The aggrieved party shall have the right to demand immediate remedies, including cessation of further disclosure, financial compensation for any losses incurred, and potential termination of the agreement where the

breach undermines the essence of the investment relationship. This enforcement mechanism reinforces the seriousness of maintaining confidentiality throughout the life of the agreement.

Notwithstanding the above, the confidentiality obligations shall survive the termination or expiration of the agreement for a period of not less than five (5) years. This survival clause ensures that sensitive information remains protected long after the financial commitments have been fulfilled. By ensuring continuity of secrecy, both parties preserve their strategic interests and maintain a relationship grounded in trust, professionalism, and respect for proprietary information.

1.8 TERMINATION AND EXIT CONDITIONS

This agreement may be terminated under specific conditions designed to balance the interests of both parties while ensuring that the investment remains protected from arbitrary withdrawal or operational instability. Termination may occur by mutual consent, by expiration of the investment cycle, or through material breach by either party. The structure of this clause ensures clarity, reduces ambiguity, and provides a predictable framework for orderly disengagement where continued collaboration is no longer feasible.

Termination for cause shall apply where either party fails to fulfil its fundamental obligations under the agreement. For instance, the Investor may terminate the agreement if the Company misuses funds, provides fraudulent information, or fails to implement the project as agreed. Similarly, the Company may terminate the agreement if the Investor fails to release agreed funds, interferes with operations in ways that jeopardise the project, or breaches confidentiality obligations. Before termination for cause becomes effective, the aggrieved party must issue a written notice specifying the breach and granting a reasonable period for remedy.

Upon termination, both parties shall undertake a structured exit process to ensure proper reconciliation of accounts, settlement of outstanding obligations, and return of unutilised funds where applicable. The Company shall prepare a final performance report documenting the status of the project, funds utilised, results achieved, and pending activities. The Investor shall be entitled to review this report and request supporting documents to verify the accuracy of statements made. This transparency ensures fairness and prevents post-termination disputes.

Where the agreement expires naturally after completion of the investment cycle, the Company shall ensure that the Investor has received full repayment of capital and agreed returns. Any

outstanding obligations arising from delays, project shortfalls, or renegotiated timelines must be resolved before the relationship is formally concluded. Termination shall not exempt any party from responsibilities incurred prior to the date of disengagement. This safeguard prevents abrupt exits that may otherwise cause financial loss or operational collapse.

Finally, termination of the agreement shall not affect clauses that are intended to survive beyond the duration of the contract, including confidentiality obligations, dispute-resolution procedures, repayment commitments, and warranties relating to accuracy of disclosures. By ensuring that certain responsibilities continue even after the partnership ends, the agreement protects the financial and legal interests of both parties while promoting responsible conduct and long-term accountability.

1.9 GENERAL PROVISIONS AND MISCELLANEOUS

This clause provides the overarching legal framework that governs the entire agreement, ensuring that the contractual relationship complies with applicable laws and remains enforceable in all circumstances. The parties agree that this document constitutes the complete and final understanding between them, superseding all prior discussions, proposals, or informal arrangements relating to the investment. Any modification or amendment to the agreement shall only be effective if made in writing and signed by both parties, thereby preventing unintended obligations arising from verbal communications or unilateral alterations.

The agreement is governed by the laws of the Federal Republic of Nigeria, and any issues of interpretation, enforcement, or validity shall be resolved in accordance with Nigerian statutory provisions and judicial principles. The choice of law clause ensures consistency, predictability, and an enforceable legal foundation. The parties further agree that the venue for any legal or arbitration proceedings shall be within Nigeria, except where both parties expressly consent to an alternative jurisdiction for reasons of convenience or neutrality.

If any provision of this agreement is declared invalid, illegal, or unenforceable by a competent court or arbitral tribunal, such invalidity shall not render the entire agreement void. Instead, the affected provision shall be modified to the extent necessary to reflect the parties' original intention while maintaining legality. If modification is not possible, the remaining provisions shall continue to remain in full force and effect. This severability clause ensures durability and prevents the collapse of the agreement due to one defective provision.

The parties acknowledge that neither shall be liable for failure to perform obligations where such failure is caused by circumstances beyond reasonable control, including natural disasters, pandemics, government restrictions, civil unrest, or other force majeure events. In such situations, the affected party must promptly notify the other and provide evidence of the circumstances hindering performance. Obligations shall be suspended during the force majeure period and resume once normalcy is restored.

Lastly, all notices, requests, or communications under this agreement must be made in writing and transmitted through verifiable channels, including email, courier services, or registered mail. Each party must ensure that their contact details remain current and that they respond promptly to all official correspondence. These general provisions collectively ensure that the agreement operates smoothly, transparently, and in alignment with standard commercial practices, establishing a well-structured and enforceable contract suitable for investment operations.

PROJECT CAPITAL STRUCTURE

The company seeks to raise:

Total project capital#30,000,000

The capital will be sourced through 48 investment units, divided into 2 subscription categories

Premium subscribers @#1,000,000 each

Classic subscribers @#500,000 each

Allocated subscription to each categories are:

12 Premium subscribers **ROI 35%**

36 Classic subscribers **ROI 32%**

Investor may subscribe to one or multiple unit(s) across any category. The number of unit(s) subscribed to will determine the value stated in the final agreement.

The more units subscribes, the higher the ROI (return on investment) of an investor.

	NO. OF UNIT	AMOUNT INVESTED (₦)	EXPECTED ROI	TOTAL INCOME EXPECTED
Premium				
Classic				

Subscription is open until **31st December, 2025.**

Signed

Egheghere Joseph Nyerowo

MD/CEO