6th November 2020

Mr. S. Thinesh,

No:271/1, Bar Road,

Batticaloa.

Dear Mr. Thinesh,

**EMPLOYMENT AFTER THE TRANSFER OF BUSINESS TO BERENDINA DEVELOPMENT SERVICES (GUARANTEE) LIMITED**

As you are aware, Berendina Employment Center (Guarantee) Limited (“**BEC**”) has decided to transfer all its assets and liabilities along with its business to Berendina Development Services (Guarantee) Limited (“**BDS**”) which will carry on the business presently carried on by BEC. Accordingly, the operations of BEC will be transferred to BDS, with effect from **30th November 2020** (hereinafter referred to as “the **Effective Date**”).

As the entire activities and operations of BEC will be assumed by BDS, BDS will employ you as from the Effective Date, under the designation **District Youth Development Coordinator.**

Additionally, for the purposes of computing accrued benefits such as gratuity, earned leave and any other benefits which are dependent on the tenure of service, the tenure of your service with BEC shall be taken in to account and shall be considered as services under BDS.

The right to receive all amounts due to BEC under loans and/or advances (if any), that you have drawn from BEC, in your capacity as an employee of BEC will be transferred to BDS with effect from the Effective Date upon the same terms and conditions subject to which such loans and advances were granted to you. Any guarantee given by you to BEC on behalf of a loan obtained by any other employee of BEC, BDS or BMIC shall be assigned, transferred and ceded by BEC to BDS.

We are annexing hereto a letter addressed to you by BDS offering you employment with BDS on the aforesaid basis.

By accepting the employment with BDS, you also confirm that the employment with BEC has ceased.

If you are agreeable to the offer of employment from BDS, the enclosed documents (in three copies) must be returned to us within Fifteen (15) days from this letter. To send this document you are required to use the official currier service.

If we do not receive the documents by **21st November 2020**, we shall assume that you are not taking up the offer of employment from BDS and further with the cessation of the business of BEC, please note that we are unable to employ you after the Effective Date.

Yours faithfully,

**…………………………..**

**Hemantha Harischandra**

**General Manager**

**Berendina Employment Center (Guarantee) Limited**

6th November 2020

Mr. S. Thinesh,

No:271/1, Bar Road,

Batticaloa.

Dear Mr. Thinesh,

#### OFFER OF EMPLOYMENT WITH BERENDINA DEVELOPMENT SERVICES (GUARANTEE) LIMITED

We refer to the letter of even date addressed to you by Berendina Employment Center (Guarantee) Limited (“**BEC**”) which is attached hereto.

Accordingly, we hereby offer you employment with us from the **1st December 2020**, under the designation **District Youth Development Coordinator.**

Your employment with us under the aforesaid designation shall be on terms and conditions that are similar to those that you enjoy with BEC.

We will recognize, for all purposes, the services rendered by you at BEC as services rendered to us including for computation of the tenure of service, earned leave, gratuity etc. and will takeover all existing loans and/or advances that you have obtained from BEC if any, in your capacity of being an employee of BEC, and the terms and conditions upon which such loans and/or advances were granted to you by BEC shall continue to apply after such transfer.

Yours Faithfully,

**……………………**

**Kapila Subsingha**

**Head of Human Resources and Administration**

**Berendina Development Services (Guarantee) Limited**

Mr. S. Thinesh,

No:271/1, Bar Road,

Batticaloa.

12th November 2020

Berendina Employment Center (Guarantee) Limited

No:44/3, 03rd Floor,

Narahenpita Road,

Nawala.

Berendina Development Services (Guarantee) Limited

No:44/3, 03rd Floor,

Narahenpita Road,

Nawala.

Dear Sirs,

**EMPLOYMENT WITH BERENDINA DEVELOPMENT SERVICES (GUARANTEE) LIMITED**

I write with reference to the two letters attached hereto addressed to me, one by Berendina Employment Center (Guarantee) Limited (“BEC”) and the other by Berendina Development Services (Guarantee) Limited (“BDS”) both dated **6th November 2020.**

In view of the contents of the aforementioned two letters, I hereby resign from my employment with BEC as from the 30th November 2020 and accept employment with BDS under the designation, District Youth Development Coordinator immediately ,upon the terms and conditions set out in the aforesaid two letters attached hereto.

In view of my resignation from BEC and acceptance of employment with BDS as aforesaid, I hereby waive all claims whatsoever against BEC in respect of or arising from my employment with BEC and the termination thereof including but not limited to gratuity, pay in lieu of unveiled leave and compensation for termination of employment.

I agree to transfer to BEC all outstanding loans and/or advances (if any) drawn from BEC in my capacity as an employee of BEC as well as to the transfer to BEC of all my obligations as a guarantor in respect of loans obtained by any other employee of BEC ,BDS or BMIC and will, at BEC’s request, execute any documents that you deem necessary to effect such transfers.

## Yours faithfully,

**………………..**

**(S. Thinesh)**