DATE: AUGUST 20, 2020

TRN:

INVESTMENT AGREEMENT

Company: HANOON MODERN PROJECTS LLC, Legal address: P.B:1029.PC.133, OFFICE ROOM NO 312
BUSINESS CENTRE, AL KHUWAIR, SULTANATE OF OMAN, represented by MR. SALEEM HASHIL SAID AL
SAADI, title: DIRECTOR hereinafter referred to as "INVESTOR".

"THE INVESTOR"				
COMPANY NAME:	HANOON MODERN PROJECTS LLC			
COMPANY ADDRESS:	P.B:1029.PC.133, OFFICE ROOM NO 312 BUSINESS CENTRE, AL KHUWAIR, SULTANATE OF OMAN			
REPRESENTED BY:	MR. SALEEM HASHIL SAID AL SAADI			
PASSPORT NO.:	YY4941859			
DATE ISSUED:	26.08.2018			
DATE EXPIRY:	25.08.2028			
BANK NAME:	DEUTSCHE BANK AG			
BANK ADDRESS:	TAUNUSANLAGE 12 60325, FRANKFURT AM MAIN, GERMANY			
BANK SWIFT CODE :	DEUTDEFFXXX			
ACCOUNT NUMBER	DE4510760000000012101			
ACCOUNT NAME:	HANOON MODERN PROJECTS LLC			



SENDER INITIAL:



DATE: AUGUST 20, 2020

TRN:

AND

Company: MUTUAL HOLDING'S LIMITED, Legal address: 21/5 PAGODA ROAD, NUGEGODA, SRI LANKA Represented by: Mr. SUREN KUMAR LIYANAGE Title: CEO, hereinafter referred to as "PARTNER".

OMBANY NAME. AND							
COMPANY NAME:	MUTUAL HOLDINGS LIMITED						
COMPANY ADDRESS:	21/5 PAGODA ROAD, NUGEGODA, SRI LANKA						
REPRESENTED BY:	SUREN KUMAR LIYANAGE						
PASSPORT №:	N 3516570						
PLACE OF ISSUE:	COLOMBO 26/06/2013						
PASSPORT OF ISSUE DATE:							
PASSPORT EXPIRY DATE:	26/06/2023						
BANK NAME:	DEUTHCHE BANK						
BANK ADDRESS:	TAUNUSANLAGE 12,60325 FRANKFURT AM MAIN (for letters and postcards: 60262) GERMANY						
SWIFT Code/BIC:	DEUTDEFFXXX 10095729180000						
ACCOUNT NUMBER:EUR							
ACCOUNT NAME:	BANK OF CEYLON						
BENIFISHERY ACC. NAME:	MUTUAL HOLDINGS LIMITED						
BANK NAME:	BANK OF CEYLON						
BANK ADDRESS:	01, BANK OF CEYLON, COLOMBO 01, SRI LANKA						
SWIFT Code/BIC:	BCEYLKLX 86171863						
ACCOUNT NUMBER: LKR							





DATE: AUGUST 20, 2020

TRN:

(Hereinafter referred to as the "Second Party")

Hereinafter PARTY-A and PARTY-B preferred together to as the "Parties". Preamble:

Whereas, the INVESTOR is entitled and is ready and able to invest funds into various service and the PARTNER are ready and able to receive and to accept these Investment funds in EUR for the use of projects and the service under the guidelines set forth herein.

Now, therefore, in consideration of the premises and the mutual promises and covenants contained in this Agreement, and for the other good and valuable consideration, the receipt and sufficiency of which are hereby, acknowledged the parties hereby agree as follows:

ARTICLE I. SUBJECT AND PURPOSE OF AGREEMENT.

- 1.1. Under present Agreement, Parties have agreed that INVESTOR agrees to invest via to the above-named PARTNER the total amount of € 500,000,000.00 (FIVE HUNDRED MILLION EURO) and PARTNER irrevocably agrees to receive and accept Investment and utilize it according to the purposes specified in the p.2.1. of the present Agreement.
- 1.2. Places of business as the PARTNER may locate its place or places of business at any place or places as he may from time to time determine and identify to the INVESTOR. The initial places of business shall be at its principal office location.
- 1.3. PARTNER shall have full power and authority to supervise and direct the Investment Funds, including the power and authority to effect transactions in any project, construction, research, technology, infrastructure, and others after consultation with INVESTOR.

ARTICLE 2. CAPITAL CONTRIBUTION.

- 2.1. Investment under the present Agreement is granted by the Investor to the PARTNER for the financing of approved projects.
- 2.2. INVESTOR hereby warrants and assures to PARTNER under penalty of perjury that the Investment funds derived from legal sources and not from any other criminal activity. Further, the INVESTOR warrants and confirms that the fund is good, clean, and clear, of non-criminal origin and free of any terrorist activities, free from any costs, charges, encumbrances, liens, litigation, mortgages, taxes of any kind or nature whatsoever.
- 2.3. INVESTOR hereby irrevocably agrees to transfer the aggregate sum of € 500,000,000.00 (FIVE HUNDRED MILLION EURO) to determine by the Party's mutual agreement, and the tranches of the Investment Funds to transfer to the PARTNER bank accounts details designated herein.
- 2.4. These amounts can transfer in one or agreed on tranches. The time of transfer of each tranche has to be agreed separately. After receipt of the first tranche, the EUR-amount should transfer within five (5) banking days.

PLANNING OF THE BANK TO BANK SWIFT MT103/202 TRANSFER ORDER OF FINANCING: DESCRIPTION OF INSTRUMENTS: MT103/202 (CASH TRANSFER)

TOTAL FACE VALUE:	€ 500,000,000.00 (FIVE HUNDRED MILLION EURO)			
FUNDS SHARING RATIO:	50% - PROJECTS APPROVED BY PARTY-A/PROVIDER AND PROVIDER CONSULTANTS 50%- PROJECTS APPROVED BY PARTY-B/RECEIVER AND RECEIVER CONSULTANTS			
DELIVERY OF FUNDS:	SWIFT MT 103/202 SINGLE CUSTOMER CASH TRANSFER			
TRANCES	1 ST € 90 MILLION 2 ND € 110 MILLION 3 RD € 150 MILLION 4 TH € 150 MILLION			

RECEIVER INITIAL

SENDER INITIAL:

DATE: AUGUST 20, 2020

TRN:

NOTE: IT'S UNDERSTOOD THAT THE AMOUNT AND TIMING OF TRANCHES ARE

DEFINED BETWEEN THE PARTIES



DATE: AUGUST 20, 2020

TRN:

Article 3. Rights and obligations of the Parties.

Investor irrevocably undertakes to:

Grant to the **PARTNER** Investment in amount and on conditions specified above and if it necessary in the Addendum of the present Agreement.

Make a transfer of Investment from clean and clear funds of non-criminal origin, free of liens and encumbrances,

Control the usage of Investment funds:

INVESTOR can approve the Investment Project(s) and additional contracts. The decision on whether to invest or not can only be confirmed by the PARTNER. No Party hereto shall have the right, directly or indirectly, by operation of law or otherwise, to assign, sell, mortgage, encumber or otherwise transfer all or any portion of the Investment funds. Only the PARTNER is authorized by INVESTOR to manage the Investment Funds and to execute any Agreement(s) or other Agreement(s) or document(s) for Investment Service.

Article 4. PARTNER irrevocably undertakes to

- 4.1. Lodge present contract in PARTNER's receiving bank and arrange reception of Investment.
- 4.2. Receive and accept Investment sent by the Investor.
- 4.3. Utilize Investment according to the conditions of granting of the Investment.
- 4.4. In any and every case, do not use directly or indirectly Investment, the profit received from investment or reinvestment for all and any illegal activity, including but not limited to weapons and warfare trade, illegal drug trade, criminal and/or terroristic activity, slavery, piracy, etc.
- 4.5. Subject to the other terms of this Agreement, the business, and affairs of the Project shall be managed solely and exclusively by the PARTNER which represents and warrants that it is not deemed a "professional financial advisor" as defined under the Investment Advisors Act of 1940 of the United States of America, as amended, or as defined by the laws, rules, and regulations of any other country or jurisdiction.
- 4.6. INVESTOR hereby acknowledges and agrees that PARTNER will not be responsible for the accuracy of any information disclosed in any such report, which may be provided by a third party.

Article-5. Responsibility of Parties.

- 5.1. Party, breached it's an obligation under the present Agreement, is obliged immediately to inform other Party and make all depending to eliminate all breaches.
- 5.2. Parties carry sole responsibility for their obligations to third persons if other not stipulated hereto and in the Addendum to the present Agreement.

Article 6. Expenses and losses of Parties; Indemnity; Taxes.

For the losses, caused by non-fulfillment or/and untimely fulfillment of obligations by any Party, suffered Party has the right to claim compensation for the originated and documentary confirmed losses.

PARTNER does not guarantee the future performance of any Investment Project (s) which it may present to INVESTOR from time to time and INVESTOR approves. INVESTOR understands that any decisions made by PARTNER are subject to various markets, currency, economic, political and business risks, and that those investment decisions will not always be profitable. PARTNER will not be liable to INVESTOR for:

- (a) Any loss that INVESTOR may suffer because of any investment decision made or other action taken or omitted in good faith by PARTNER with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use:
- (b) Any loss arising from force majeure such as the short term and/or long term consequences of war, terrorist attacks, natural disasters, and/or global economic crisis that shall, in any way, influence negatively the market and its assets.
- 6.1. (a) The Parties shall indemnify each other during the term of this Agreement against all claims, causes of action, suits, damages, liabilities, and expenses (including reasonable attorneys' fees) which may be directed against any Party, or for which it may be liable or compelled to pay in any action or claim against it as a direct or indirect result of any of its investments. Each Party agrees to defend such claim, suit, action, or proceeding at its sole expense.
- (b) The Parties shall be responsible for the payment of their respective taxes, impost, levies, duties, charges, and any institutional costs or fees levied upon them by any financial institution or government relative to the execution of their obligations under this Agreement. In this regard, each Party shall indemnify and hold the other Harmless for all liabilities of the other Party.

SENDER INITIAL:

DATE: AUGUST 20, 2020

TRN:

Article 7. Confidentiality.

- 7.1. General. It is expected that the Parties shall disclose to each other during the Term of this Agreement certain information which is confidential or proprietary and which may include technology, products, trade secrets, processes, programs, technical know-how, customers, distributors, costs, pricing, business operations and other business information ("Proprietary Information"). All proprietary Information owned solely by either Party, any Joint Venture or any Subsidiary and disclosed to any Party shall remain solely the property of the disclosing Party, and its confidentiality shall be maintained and protected by the party to whom the information was disclosed with the same degree of care used to protect its Proprietary Information of a similar nature; provided, however, that (a) Investment Project(s) shall be deemed the property of the Joint Ventures or Subsidiaries as determined by the PARTNER in its sole discretion unless this Agreement has been terminated,
- (b) Investment Project (s) that are no longer Active shall be deemed the property of the PARTNER, and
- (c) client lists, financial and analytical models, processes and procedures utilized or developed by Investment Project in connection with the business of the Investment, any Joint Venture or any Subsidiary shall be deemed the property of the PARTNER, but only to the extent, they are different than the client lists, models, processes and procedures currently used by the INVESTOR and/or its affiliates.
- 7.2. No Proprietary Information owned solely by one party shall be used by any party except in furtherance of the terms and provisions of this Agreement. Except to the extent permitted under this Agreement or as required by law or court order, the parties shall in all circumstances exercise reasonable care not to allow publishing or disclosed the other party's Information to any third party. Each party shall advise its employees to whom the other party's, the Subsidiaries, or Joint Ventures' Proprietary Information disclosed of these obligations of confidentiality.
- 7.3. The parties agree that the following information shall not constitute Proprietary Information under this Agreement:
 - (a) The information available from public sources at any time before or after it is disclosed to a party hereto by the other party hereto;
 - (b)Information obtained from a third party who obtained such information, directly or indirectly, from a party other than a party to this Agreement; and
 - (e)Information independently developed by the party against whom enforcement of this provision sought without the use of information provided by the party seeking such enforcement.
- 7.4. Notwithstanding any provision of this Agreement to the contrary, any person (and each employee, representative, or another agent of such person) may disclose to all other persons, without limitation of any kind.
 - (a) The tax treatment and tax structure of any transaction contemplated or consummated according to this Agreement,
 - (b) All materials of any kind (including any opinions or other tax analysis) that are provided to such person relating to the tax treatment and tax structure of any such transaction and
 - (c) Any information required to be disclosed or obtained by law or court order.

Article 8. Representations and Warranties.

- 8.1. Organization. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation with all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct the business of the Program and the Subsidiaries.
- 8.2. Enforceability. This Agreement constitutes the legal, valid, and binding obligation of the Parties, enforceable following its terms.
- 8.3. Consents and Authority. No consents or approvals are required from any governmental authority or other Person for it to enter into this Agreement. All action on the part of such party necessary for the authorization, execution, and delivery of this Agreement and the consummation of the transactions contemplated hereby by such party, have been duly taken.
- 8.4. No Conflict. The execution and delivery of this Agreement by it and the consummation of the transactions contemplated hereby by it do not conflict with or contravene the provisions of its organizational documents or any agreement or instrument by which it or its properties or assets are bound or any law, rule, regulation, order or decree to which it or its properties or assets are subject.
- 8.5. Legal Advice. The Parties have been allowed to seek and rely upon the advice of their respective attorneys, accountants, or other professional advisors in connection with the execution of this Agreement.

Article 9. Term of validity of Agreement and Agreement termination.

SENDER INITIAL:

INVESTMENT AGREEMENT - DELIVERY OF CASH FUNDS DATE: AUGUST 20, 2020

TRN:

- 9.1. The present Agreement is valid and coming in full legal force from the date of signing by both Parties. The Agreement shall remain in full force and effect for one (1) year and can be extended for another year if mutually agreed by the Parties unless this Agreement is terminated sooner following the provisions of this Agreement. This Agreement shall apply to all renewals, extensions, rollovers, additions or any agreements between the Agreement and any third parties or their assignee's.
- 9.2. Normal termination of this Agreement will occur with the conclusion of all financial transactions covered under the terms and conditions herein unless otherwise extended in writing by the Parties' mutual agreement.
- 9.3. The Parties agree that if the Investment Funds transfer is not completed, as per Sections 2.4 herein, then this Agreement will be effectively invalid, whereby the Parties only remedy to each other is to terminate this Agreement without further recourse.
- 9.4. The Parties agree that any Party can terminate this Agreement if it can show evidence that any other Party has NOT fulfilled its obligations as described herein unless extended in writing by all of the other Parties, and if terminated, the Party in breach shall be deemed in DEFAULT and all of the other Parties, collectively or separately, shall have the right to pursue any legal remedies to which they are entitled against the Party in breach, under the laws of the HONG KONG.

Article 10. Miscellaneous.

- Notice(s). The Parties respectively must execute any modifications, amendments, addendums, or follow on contracts. When signed and referenced to this Agreement, whether received by mail or facsimile transmission as all and any facsimile or photocopies certified as true copies of the originals by both Parties hereto shall be considered as an original, both legally binding and enforceable for the term of this Agreement.
- Specific Performance; Other Rights. The Parties recognize that the rights granted under this Agreement are
 unique and, accordingly, the Parties shall, in addition to such other remedies as may be available to them at law
 or in equity, have the right to enforce their rights under this Agreement by actions for injunctive relief and specific
 performance.
- Prior Agreements; Construction; Entire Agreement. This Agreement, including the Exhibits and other documents
 referred to herein (which form a part hereof), constitutes the entire agreement between the Parties concerning
 the subject matter hereof and supersedes all prior agreements and understandings between them as to such
 subject matter and all such prior agreements and understandings are merged herein and shall not survive the
 execution and delivery hereof.
- Amendments. This Agreement may not be amended, altered or modified except (i) upon the unanimous by an
 instrument in writing and signed by each of the Parties.
- Severability. If any provision of this Agreement shall be held or deemed by a final order of competent authority to
 be invalid, inoperative or unenforceable, such circumstance shall not have the effect of rendering any other
 provision or provisions herein contained invalid, inoperative or unenforceable, at which point, this Agreement shall
 be construed as if such invalid, inoperative or unenforceable provision had never been contained herein to give
 full force and effect to the remaining terms and provisions herein.
- Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to each of the other parties.
- Applicable Law; Jurisdiction. This Agreement shall be governed by and construed following the laws of the UK.
- Waiver of the jury trial. The Parties hereby irrevocably and unconditionally waive trial by jury in any legal action or
 proceeding relating to this Agreement and for any counterclaim therein.
- Arbitration. Every attempt shall be made to resolve disputes arising from the unintended or inadvertent violation
 of this contractual agreement as far as possible amicably. If adjudication is required local legal process shall be
 preceded with and the Parties hereby agree to arbitration in U.K.and the decision of which the Parties shall
 consider to be final and binding.

No rights of third parties.

SENDER INITIAL:

(a)This Agreement is made solely and specifically between and for the benefit of the Parties hereto and their respective members, successors and assigns subject to the express provisions hereof relating to successors and assigns, and

(b) No other Person whatsoever shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

CR. NO.: 1202532

INVESTMENT AGREEMENT - DELIVERY OF CASH FUNDS DATE: AUGUST 20, 2020

TRN:

- Survival. The covenants contained in this Agreement, which, by their terms, require performance after the
 expiration, or termination of this Agreement shall be enforceable notwithstanding the expiration or other
 termination of this Agreement.
- Headings. Headings are included solely for convenience of reference and if there is any conflict between headings and the text of this Agreement, the text shall control.
- Currency. Any exchange of funds between the Parties shall be made in the currency of the European Union (EURO). Also, all calculations according to this Agreement and any Joint Venture Agreement shall base on ICC regulations in Paris.

Article 11. Other terms.

 After the signing of the Agreement, all previous negotiations and correspondence relating to it shall, be canceled and become

invalid.

 The term of the contract: the contract comes into effect upon its signing and is valid until before its complete execution.

Whereof, the Parties hereto agree to all of the terms and conditions of this Agreement and in acknowledgment thereof have set their hands on the date first written above.

Article 12. Procedures.

- PROVIDER AND RECEIVER EXECUTE, SIGN AND SEAL THIS DEED OF AGREEMENT WITH THE DISTRIBUTION OF THE FUNDS AS STATED COMMISSIONS, WHICH THEREBY AUTOMATICALLY BECOMES A FULL COMMERCIAL RECOURSE CONTRACT. THIS SERVICE IS FOR BANK CUSTOMERS WHO REQUIRE CONFIDENTIALITY AND IT IS NOT A TELEGRAPHIC OR SWIFT TRANSFER.
- RECEIVER IS OBLIGATED TO PROVIDE TO SENDER THE NECESSARY DETAILS (NAME OF REAL HOLDER ACCOUNT, PERSONAL DETAILS, SKYPE, PHONE AND DETAILS/ACCOUNT, BENEFICIARY CODES, PASSWORD, ID CODE ETC).
- 3. UPON THE ABOVE PROVIDER'S BANK OFFICER TRANSFER THE FUNDS HE WILL PROVIDE TO THE RECEIVER THE TRN NUMBER AND THE ACK FOR THIS TRANSACTION
- UPON THE RECEPTION OF THE CODES AND THE SUCCESSFUL ALLOCATING OF THE FUNDS, THE RECEIVER'S BANK WILL SEND A SCREENSHOT OF THE TRN DETAILS OR A BANK LETTER WITH SWIFT DETAILS.
- AFTER RECEIPT OF THE SCREENSHOT OR BANK LETTER, THE SENDER WILL PROVIDE THE RELEASE CODE FOR THIS TRN.
- AFTER DOWNLOADING THE FUNDS, RECEIVER'S BANK OFFICER IS RESPONSIBLE TO BLOCK AND WITHIN THREE BANKING DAYS AFTER RECEIVING, BANK HAS TO FULLY SETTLE THE FUNDS, TO RE-DISTRIBUTE, FOR RE-INVESTMENT PURPOSES, THE FUNDS VIA SWIFT MT103, following THE

TERMS OF THIS AGREEMENT DESIGNATED BY THE PROVIDER FOR SENDER MANDATES, EVERY STEP WILL FOLLOW STANDARD BANKING PROCEDURES AND INTERNATIONAL BANKING LAWS FOR SERVER FUNDS.

LANDING AND DISTRIBUTIONS.

SENDER INITIAL:

CR. NO.: 1202532

DATE: AUGUST 20, 2020

TRN:

PLEASE NOTE: there is no provider's bank officer contact at any stage of the transmission. No phone or screen verification at all. Please make sure that the receiver's bank officer will not contact with provider's bank officer and vice versa at other non- appointed time.

SENDER SHALL BEARALL LAWFUL TAXES AND ALL RELEVANT BANK CHARGES FROM POINT OF ORIGIN TO DESTINATION COUNTRY OF RECEIVER ACCOUNT

"ELECTRONIC SIGNATURE IS VALID AND ACCEPTED AS HAND SIGNATURE"

EDT (Electronic document transmissions)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this Agreement shall be:

- Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and
 - Electronic Commerce Agreement (ECE/ TRADE/257, Geneva, May 2000) was adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
- EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either
 Party may request a hard copy of any document that has been previously transmitted by electronic means
 provided, however, that any such request shall in no manner delay the parties from performing their
 respective obligations and duties under EDT instruments.



SENDER INITIAL:



DATE: AUGUST 20, 2020

TRN:

Agreed and accepted by both Parties:

For and on behalf of the Party "A"- INVESTOR:

COMPANY: HANOON MODERN PROJECTS LLC

SIGNATORY NAME: MR. SALEEM HASHIL SAID AL SAADI

PASSPORT NUMBER: YY4941859

ISSUE DATE: 26.08.2018

EXPIRATION DATE: 25.08.2028

For and on behalf of the Party "B"-PARTNER:

MUTUAL HOLDINGS LIMITED

Authorized Signatory

DATE SIGNED

COMPANY : MUTUAL HOLDINGS LIMITED

CEO : SUREN KUMAR LIYANAGE

PASSPORT Nº : N 3516570

DATE OF ISSUE : 26/06/2013

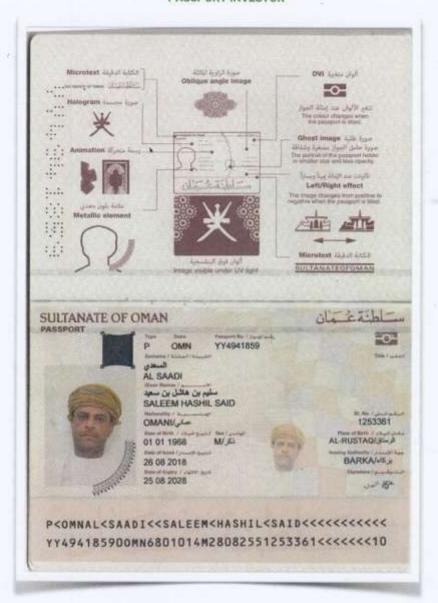
EXPIRY DATE : 26/06/2023





INVESTMENT AGREEMENT - DELIVERY OF CASH FUNDS DATE: AUGUST 20, 2020 TRN:

APPENDIX "A" PASSPORT INVESTOR







SENDER INITIAL:



INVESTMENT AGREEMENT - DELIVERY OF CASH FUNDS DATE: AUGUST 20, 2020 TRN:



SENDER INITIAL:

INVESTMENT AGREEMENT - DELIVERY OF CASH FUNDS DATE: AUGUST 20, 2020 TRN:



SENDER INITIAL:

INVESTMENT AGREEMENT - DELIVERY OF CASH FUNDS DATE: AUGUST 20, 2020

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APPENDIX "D"

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INVESTMENT AGREEMENT DATE: AUGUST 20, 2020 TRN:	- DELIVERY OF CA	SH FUNDS			
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RECEIVER INITIAL:

SENDER INITIAL: