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CLIENT'S REFERENCE CODE : T.B.A

PRIVATE DEED OF AGREEMENT / MEMORANDUM OF UNDERSTANDING

This CONTRACT is made and entered into on this day, 02 April 2021

by and between:

The INVESTOR

Mr. Jimmy Cho Lee
27 New Bond Street, Mayfair, London W1S 2RH, United Kingdom
as the "FIRST PARTY"

(Hereinafter referred to as "INVESTOR")

And

The BENEFICIARY

Mr. David Waskom
CEO Ashlar Investment Group, LLC
816 University Parkway, Natchitoches, Louisiana 71457 USA
as the "SECOND PARTY"

(Hereinafter referred to as "BENEFICIARY")

WHEREAS, the BENEFICIARY desires to receive **SIXTY MILLION USD (US\$60,000,000)** (hereinafter referred to as 'INVESTMENT FUND') - **Appendix B - the sample provided or confirm by BENEFICIARY's bank**. INVESTOR confirms with full corporate and legal responsibility that funds available to fulfil the requirements of this investment is ready; BENEFICIARY further confirm to cooperate with the INVESTOR.

WHEREAS, the INVESTOR desires to transfer the said amount of **SIXTY MILLION USD (US\$60,000,000)** all rights title and interest of the fund available to him to the BENEFICIARY.

The SECOND PARTY agrees to accept and professionally manage the aforementioned sum of **SIXTY MILLION USD (US\$60,000,000)** in a joint venture (JV) 60/40 basis for a term of five (5) years under this Agreement.

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BENEFICIARY'S Initials
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NOW THEREFORE, the BENEFICIARY has agreed to receive this amount for the purpose of investment to the mutual benefit of both parties.

DESCRIPTION OF INVESTMENT

- 1.Amount: **SIXTY MILLION USD (US\$60,000,000)**
- 2.Issuing Bank: **BARCLAYS BANK LONDON, UK**
- 3.Total Value: **SIXTY MILLION USD (US\$60,000,000)**
- 4.First Tranche: **SIXTY MILLION USD (US\$60,000,000)**
- 5.Assignment Price: **5% ROI /Year**
- 6.Payment: **By SWIFT TRANSFER/CASH/ONLINE.**

PROCEDURE:

1. INVESTOR and BENEFICARY execute, sign and initial a Deed of Agreement/Memorandum of understanding which thereby automatically becomes a full commercial recourse contract after BENEFICARY application have been accepted.
2. The Deed of Agreement/Memorandum of understanding to be taken to the court in United Kingdom for authentication and validation. The obligation for validation of this MOU to be undertaken by both parties.
3. Within (72) banking hours the investment fund will be transferred to the beneficiary and copy of the transfer sent to him via email attachment.
4. Simultaneously, the BENEFICIARY shall be at liberty to transfer all or part of the fund to any account he wishes for the purpose as started above.

INVESTOR'S BANKING COORDINATES TO ISSUE THE SWIFT TRANSFER

- Bank Name : First National Bankers Bank for further credit to BOM Bank
 - Bank Address : 814 Washington St, Natchitoches, LA 71457 USA
 - Account Name : **Ashlar Investment Group, LLC Trust Account**
 - Account Number : 43104694
 - SWIFT Code : FRNAUS44
- (See attached further details)**

INVESTOR'S BANKING DETAILS TO RECEIVE PAYMENT OF 5% ROI

- Bank Name : *Barclays Bank Plc*
- Bank Address : *1 Churchill Place London, E14 5HP UK*
- Account Name : *J.K Financial Co.*
- IBAN Number : *GB5660000081110047*
- SWIFT Code : *BARCGB22*

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PROVIDER COULD USE EXISTING BANK ACCOUNT FOR THIS TRANSACTION

Improper release of the above Banking information, for any reason, without the written prior authorization of other party, shall be considered as a breach of contract and will make the defaulted party to be actionable for damages sustained hereby. Parties are not allowed to contact the other party's bank without expressed written permission. Any party attempting to do so will lead to cancellation of this transaction and contract.

CONDITION

This agreement shall remain valid and full force for the duration of the investment period from the date of issue, after such time it shall expire. This agreement document, if unsigned shall be rendered NULL and VOID.

CLAUSE

No Contact: No contact by either party to either bank without expressed written permission. Both parties may change their banking coordinates with written notice to the other party. This is a private transaction and as such shall not be interpreted as a securities transaction as interpreted or described in the united states securities act of 1934 as amended or by the laws of any other country.

Any unauthorized calls by any party or its representative lawyers to probes or communication in an improper way to bank(s) in this transaction shall be prohibited and automatically render this contract invalid.

Penalty Clause for Non-Performance: Should any of the Parties herein fail to perform as required by this contract, once signed, and after the Term of Validity thereof had expired, then, the failing Party shall indemnify the other Party for an amount of the 5% (Five Percent) of the total face value of the transaction.

AGREEMENT EXECUTION

Each party to this agreement represent that it has Full Legal authority to execute this agreement and that each party agrees to be bound by its Terms and Conditions set forth herein. Each party agrees that this agreement will be executed in a table top meeting in Brussels-Belgium/London UK. All statements made by either party are under penalty of perjury.

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FORCE MAJEURE

Any delay or failure of performance by either party of their respective obligations under this agreement shall constitute a breach hereunder or give rise to any claims for damages except to the extent that such delays or failures in performance are caused by events or circumstance beyond the control of such party.

The term "beyond the control of such party" include Lawful order of government or authority, Act of War, Rebellion or Sabotage, Fire, Flood, Earthquake or other natural disasters. Any other cause not within the control of such party or which is by exercise of reasonable diligence, the party will be unable to foresee or prevent or remedy.

ARBITRATION

The parties agree to settle any dispute arising between them in an amicable manner. In the event of failure to an amicable settlement, the parties agree to submit any irreconcilable issues to ICC office in Geneva, Switzerland, by three arbitrary appointees in accordance with ICC rules.

This agreement contains the entire agreement and understanding concerning the subject matter hereof and supercedes and replaces all prior negotiations and proposed agreements, written or oral. Neither of the parties may alter, amend, nor modify this agreement, except by an instrument in writing signed by both parties. This agreement will be governed by and construed in accordance with the laws of United Kingdom. In the event that either party shall be required to bring any legal actions against the other, to enforce any of the terms of this agreement the prevailing party shall be entitled to recover reasonable attorney fees and costs.

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SIGNATURE PAGE

For and on Behalf of the **INVESTOR:**


Name : Cho Jimmy Lee
Designation : Fiduciary Financial Agent
Passport Number : 551845682
Issue Date : 22 Jan, 2018
Expiry Date : 22 Feb, 2028
Place of Issue : Liverpool

For and On behalf of the **BENEFICIARY.**



Name : David Alan Waskom
Designation : CEO and Managing Member of Ashlar Investment Group, LLC
Nationality : USA
Passport # : 518125498
Issue date : 22 Aug 2014
Expiry date : 21 Aug 2024
Place of Issue : US Department of State New Orleans, Louisiana

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GENERAL PROVISIONS

- A. This present Contract, in English, comprises the entire understanding of the parties with respect to the subject matter and all representations made by either party contained herein. In any case of conflict between the original in English and any translation, the original version will prevail. Any and all verbal representation, warranties or statements by anyone shall be null and void and shall have no force or affect whatsoever on this Contract, unless set forth in writing.
- B. Any modifications or amendments to this Contract shall be made in writing and signed by the parties hereto as well as witnessed and/or attested accordingly. The parties hereto are aware, that the execution of this Contract may require further specifications, which shall be negotiated and drawn up in good faith. All the attachments, amendments or exhibits are considered an inseparable part of this Contract.
- C. Nothing contained in this Contract shall be construed to require the commission of any act contrary to law. Wherever there is a conflict between any provision of this Contract and any statute law, ordinance, order or regulation contrary to which the parties hereto have no right to contract, such statute law, ordinance, order or regulation shall prevail, provided that in such event;
 - 1) The provision of this Contract so effected shall be limited only to the extent necessary to permit compliance with the minimum requirement,
 - 2) No other provisions of this Contract shall be effected thereby, and
 - 3) All such other provisions shall continue in full force and effect.
- D. No waiver, expressed or implied, by either party of any breach of this Contract shall be deemed a waiver of any other provision hereof, nor shall such a waiver thereafter prevent any action or claim concerning that or any subsequent breach of this Contract.

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- E. All notices required to be given by one party or another shall be given in writing by letter, fax or by registered mail and must be signed by the sender. Any change of address must be given in writing to the other party (ies) without delay. Whereas facsimile transmission/Electronic Mail of or under this Contract is deemed to be necessary as a means of obtaining signatures, it is agreed that such facsimile/electronic mail will constitute and create an original, legally binding and enforceable document for any Court of Law.

- F. Each of the parties shall execute and deliver all necessary written documents and instruments, the circumstances on the present Contract, may in a reasonable opinion of either party be necessary or appropriate to carry out the provisions, intent and purpose of this agreement and/or any of its amendments, attachments etc. The parties agree to work together in good faith to best fulfil the purpose and commercial potential of this agreement, and to remain open to the discussion of changes that may be advisable or necessary should there be any changes in law, economic or business circumstances.

- G. If any controversy, dispute or claim arises out of or relates to this Contract, the prevailing party shall be entitled to recover all its costs and expenses of such action or proceeding as well as its actual attorneys' fees as an element of its costs and not as an element of its damages, regardless whether such action or proceeding proceeds to final judgement. A party not entitled to recover its costs of suit or arbitration may not recover attorneys' fees.

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In WITNESS, WHEREOF the parties hereto have duly signed and executed this Contract in duplicate on the day and place as stated here below.

For and on Behalf of the **INVESTOR**:



Name : *Cho Jimmy Lee*
Designation : *Fiduciary Financial Agent*
Nationality : *British*
Passport # : *551845682*
Issue date : *22 Jan, 2018*
Expiry date : *22 Feb, 2028*
Place of Issue : *Liverpool*

Accepted By/For/On Behalf of the **BENEFICIARY**:

Name : **David Alan Waskom**
Designation : **CEO and Managing Member of Ashlar Investment Group, LLC**
Nationality : **USA**
Passport # : **518125498**
Issue date : **22 Aug 2014**
Expiry date : **21 Aug 2024**
Place of Issue : **US Department of State New Orleans, Louisiana**

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| APOSTILLE (Convention de La Haye du 5 Octobre 1961) | |
| 1. Country: Pays/Pais | United Kingdom of Great Britain and Northern Ireland |
| This public document Le present acte public/ El presente documento publico | |
| 2. Has been signed by a été signé par ha sido firmado por | Anne C Browner |
| 3. Acting in the capacity of agissant en qualité de quien actua en calidad de | Notary Public |
| 4. Bears the seal/stamp of est reveru du sceau/timbre de y esia revestido del sello/limbre de | Not Applicable |
| Certified Attesle/Certificado | |
| 5. at a / en | London |
| 6. the le . el dia | 9th April, 2021 |
| 7. by par / por | Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs |
| 8. Number Sous no/bajoe/ numero | K395811 |
| 9. Seal / Stamp: Sceau.timbre: Sello/simbre: |  |
| 10. Signature: G. Marshall Signature: Firma: |  |


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I have no reason to Doubt the authenticity of these documents

Michael T. Featherstone
8 Lower Grosvenor Pl,
Westminster, London SW1W 0EN



NOTARY PUBLIC

This M O A was acknowledged and received by me: G. Marshall, before me this 9th day of April, 2020, at Country: UK/GB city: London
 Notary Signature:  my Commission Expires Dec 2021