

Memorandum of Understanding

Between

UBC Holding, a multinational group of companies Address: Capital Tower basin express road – Istanbul, Turkey represented by its Chairman of the Board: **Mr. Vecih Oudah**

(First Party)

And

insha' almustaqbal for Construction & General Trading Company, registered in Najaf – Kufa Street, represented and duly authorized by: Mr. Mowaffaq Shaheed Rasheed

(Second Party)

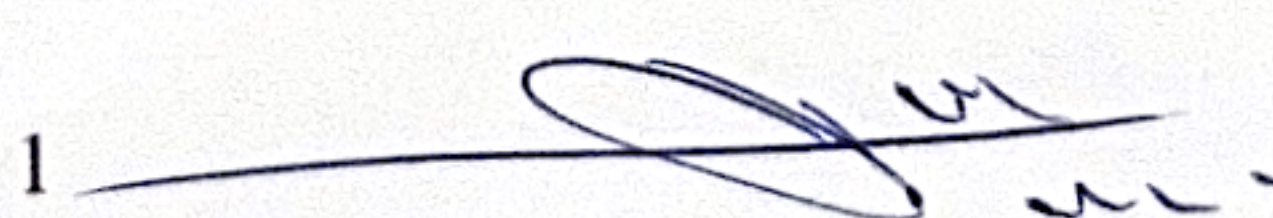
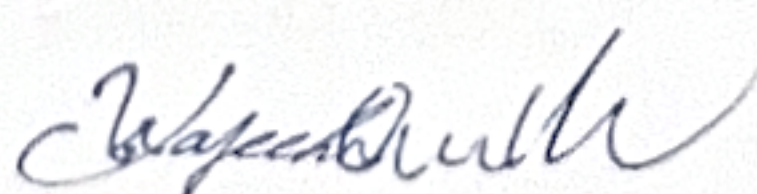
Preamble

In pursuit of the parties' mutual desire to enhance commercial and investment cooperation in the fields of contracting, construction, supply, procurement, and general trading, both parties have agreed to enter into this Memorandum of Understanding. This MoU reflects their intention to cooperate and work jointly, without creating any binding legal or financial obligations unless subsequent detailed contracts are signed upon agreement for specific projects.

Article (1): Areas of Cooperation

The Parties agree to explore and pursue cooperation in the following areas (without limitation):

- Implementation of general contracting and construction projects (buildings, infrastructure, industrial and commercial facilities).
- Supply of raw materials, construction materials, and equipment required for projects.
- Cooperation in procurement and general trading activities (local and international).



- Exploring joint investment opportunities in the construction and real estate development sectors.
 - Providing technical and administrative support for joint projects.
- Any other fields mutually agreed upon in writing by both parties.

Article (2): General Commitments

1. Both parties undertake to exchange relevant information and data concerning investment and commercial opportunities in a transparent manner.
2. Neither party shall be required to make payments or assume obligations except under formal contracts signed at a later stage.
3. Priority shall be given to cooperation between the two parties in proposed projects before resorting to third parties.

Article (3): Confidentiality

Both parties agree to maintain the confidentiality of information and documents exchanged between them and not disclose such information to any third party without prior written consent.

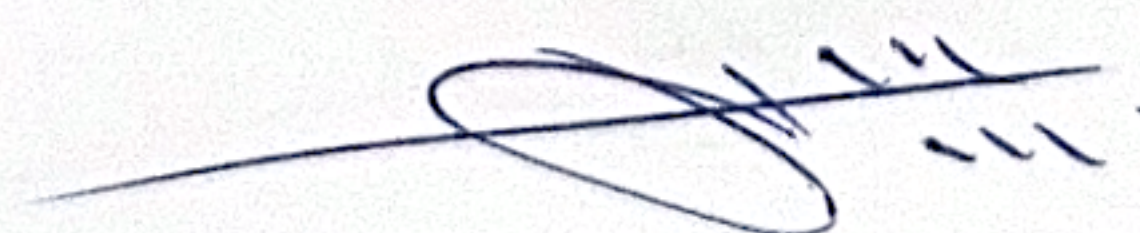
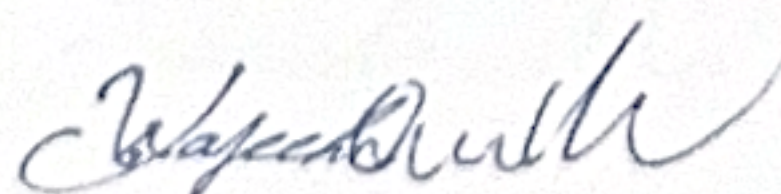
Article (4): Term

This MoU shall become effective on the date of its signature and shall remain valid for twelve (12) months, renewable upon the written agreement of both parties.

Article (5): General Provisions

This MoU does not constitute a binding legal obligation but rather expresses the intention of mutual cooperation.

Should the need arise to enter into detailed agreements, such contracts shall be signed separately and shall be legally binding.



Certificate of the Second Party

Certificate of the First Party

MÜKELLEFİN		VERGİ LEVHASI		 Gelir İdaresi Başkanlığı	
ADI SOYADI		VERGİ DAİRESİ	HALKALI		
TİCARET ÜNVANI	UBC HOLDING ANONİM ŞİRKETİ	VERGİ KİMLİK NO	 8 8 3 1 1 7 3 9 6 3		
İŞ YERİ ADRESİ	HALKALI MERKEZ MAH. BASIN EKSPRES CAD. CAPITAL TOWER NO: 9 İÇ KAPI NO: 9 KÜÇÜKÇEKMECE/ İSTANBUL	TC KİMLİK NO			
VERGİ TÜRÜ	KURUMLAR VERGİSİ	İŞE BAŞLAMA TARİHİ	04.05.2024		
ANA FAALİYET KODU VE ADI	642100-HOLDİNG ŞİRKETLERİNİN FAALİYETLERİ				
TAKVİM	BEYAN OLUNAN MATRAH	TAHAKKUK EDEN VERGİ	ONAY KODU		
2024	Matrahsız	Matrahsız	 WLDYIYFYDJN		

<https://intvd.gib.gov.tr> adresinden güncelliğini ve doğruluğunu sorgulayabilirsiniz.

İzabela Brulic

[Signature]

Certificate of the Second Party

شركة أنشاء المستقبل للمقاولات والتجارة العامة محدودة المسؤولية

رأسمالها (١.٠٠٠.٠٠٠.٠٠٠) مليار دينار
النجف الأشرف - شارع كوفة - مقابل محكمة استئناف النجف

قرار المؤسس

والمؤرخ في ١٨ / ٧ / ٢٠٢٣

اني المدير المفوض السيد (صلاح عبد المهدي صاحب) مؤسس الشركة و المالك الوحيد
لجميع اسهمها قررت في مقر الشركة الكائن في
اعلاه في الساعة العاشرة من صباح يوم ١٨ / ٧ / ٢٠٢٣ ما يلي :-

اولا :- قررت انا السيد (صلاح عبد المهدي) بيع كافة اسهمي في الشركة والبالغة
(١.٠٠٠.٠٠٠.٠٠٠) مليار سهم للمشتري السيد (سيف صلاح عبد المهدي) بواقع (١.٠٠٠.٠٠٠.٠٠٠) مليار سهم علما ان قيمة السهم
الواحد دينار واحد وبذلك تكون اسهم الشركة كالآتي :-

المساهم	عدد الاسهم
سيف صلاح عبد المهدي (١.٠٠٠.٠٠٠.٠٠٠)	مليار سهم

ان المشتري الجديد عراقي الجنسية ومقيم في العراق حاليا
لقد تم تأشير تحويل الاسهم في سجلات الشركة تطبيقا لاحكام قانون الشركات رقم ٢١
لسنة ١٩٩٧ المعدل علما ان البائع والمشتري عراقيي الجنسية ومقيمان داخل العراق
انشاء تحويل الاسهم
قررت الهيئة العامة تعيين المحامي (حميد عباس محمد) مندوبا للشركة لإكمال إجراءات
البيع .

ثانيا :- اعفاء السيد (صلاح عبد المهدي صاحب) من منصبه كمدير مفوض لعدم تفرغه
وتعيين السيد (سيف صلاح عبد المهدي) مديرا مفوضا بدلا عنه وملحه كافة الصلاحيات

وحيث لم يبق ما يقال ختم القرار

المدير المفوض ومالك جميع الاسهم
صلاح عبد المهدي صاحب

الدائن محمد هاشم محمد رضا

Final Clause

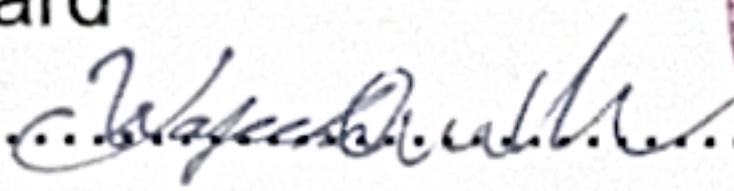
This Memorandum of Understanding shall be followed by specific contracts for each project or transaction, which will define the rights and obligations of both parties in detail.

Signatures

First Party: UBC Holding

Name: **Mr. Vecih Oudah**

Title: Chairman of the Board

Signature: 



Second Party: **insha' almustaqbal for Construction & General Trading Company**

Name: Mr. Mowaffaq Shaheed Rasheed

Signature: 