KARADENİZ İHRACATÇI BİRLİKLERİ GENEL SEKRETERLİĞİ



Savi: 35649853-TİM.KİB.GSK.UYG.2022/1046-3171 Giresun, 28/09/2022

Konu: Bahreyn'de Faaliyet Gösteren Dolandırıcılık Oluşumu

E-POSTA

KARADENİZ İHRACATÇI BİRLİKLERİ ÜYELERİNE SİRKÜLER 2022 / 413

Sayın üyemiz,

T.C. Ticaret Bakanlığının bir yazısına atfen, Türkiye İhracatçılar Meclisinden alınan 26/09/2022 tarih 628-2910 sayılı yazıda;

Bahreyn'de faaliyet gösteren bir dolandırıcılık oluşumunun "Najibi Investment Company" ismini kullanarak yabancı şirketlerle iş akitleri ve ticari anlaşmalar imzaladığı belirtilmekte ve Bahreyn tarafının, ülkelerindeki tüm diplomatik misyonlardan konuya ilişkin gerekli bilgilendirmeleri yapmalarını talep ettiği ifade edilmekte olup, adı geçen oluşumun akdetmiş olduğu sahte anlaşmalar ilişik bulunmaktadır.

Bilgilerinize sunarız.

e-imzalıdır Sertaç Ş. TORAMANOĞLU Genel Sekreter a. Şube Müdürü

Ekler:

Ek.1 – Nota ve Tercümesi (2 sayfa)

Ek.2 – Sahte İş Anlaşmaları (17 sayfa)

Karadeniz İhracatçı Birlikleri Genel Sekreterliği

Atatürk Bulvarı No:19/E PK.51 28200 GİRESUN Telefon: 0.454.2162426 (PBX)

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Ayrıntılı bilgi için: Sertaç Ş. TORAMANOĞLU – Şube Müdürü

TÜRKİYE

MECLISI

Kingdom of Bahrain

Ministry of Foreign Affairs

Follow-Up Directorate O-OFD-1993/22 /1/ 10 06 September 2022

Circulate

Ministry of Foreign Affairs of the Kingdom of Bahrain presents its compliments to all Diplomatic Missions and consulate accredited to the Kingdom of Bahrain and would like to be informed about the existence of a fictitious company that is impersonating the name of Najeby Investments, which is shown in the annex, as it concludes fake contracts and commercial deals with foreign companies in its capacity as Najebi Investments Company.

The Ministry would be deeply appreciated if all Diplomatic Missions and consulate accredited to the Kingdom of Bahrain kindly knowledge and ban dealing with this fictitious company in order to avoid fraud against companies and individuals.

Ministry of Foreign Affairs avails itself of this opportunity to renew to all Diplomatic Missions and consulate accredited to the Kingdom of Bahrain the assurances of its highest consideration and respects.

To/

All Diplomatic Mission and consulate

Accredited to the Kingdom of Bahrain

KINGDOM OF BAHRAIN

Ministry of Foreign Affairs





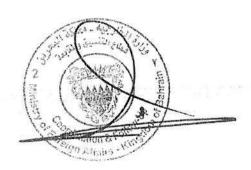
قطاع التنسيق والمتابعة الرقم: ص/م أع/10/22/1/109 التاريخ: 06 سبتمبر 2022م

- تعميم -

تهدي وزارة خارجية مملكة البحرين أطيب تحياتها إلى كافة البعثات الدبلوماسية والقنصلية المعتمدة لدى مملكة البحرين،، تود الوزارة الإحاطة عن وجود شركة وهميّة تقوم بانتحال مسمى نجيبي للاستثمارات والموضيحة في المرفق، حيثُ إنها تقوم بإبرام عقود وصفقات تجارية وهميّة مع شركات خارجية بصفنها شركة نجيبي للاستثمارات.

تأمل الوزارة من كافة البعثات الدبلوماسية والقنصلية المعتمّدة لدى مملكة البحرين الإحاطة والعلم وحظر التعامل مع هذه الشركة الوهمية تفاديًا لوقوع عمليات الاحتيال على الشركات والأفراد.

وتنتَّ زوزارة خارجية مملكة البحرين هذه المناسبة لتُعرب لكافة البعثات الدبلوماسية والقنصلية المعتمدة لدى مملكة البحرين عن فائق تقديرها واحترامها.



إلى / كافة بعثاتها الدبلوماسية والقنصلية المعتمدة لدى مملكة البحرين



P.O. Box: 18, Building 487, Road 1010, Block 410, Manama, Bahrain

BOARD APPROVALAND RESOLUTION OF Nailbi Investment TO DIX DEVELOPMENTS LLC DULY PASSED ON August 08, 2022

WHEREAS DIX Developments LLC has requested for this corporation an advance and loan in the amount of \$90,000,000.00 (Ninety Million Dollars)

AND

WHEREAS, Najibi Investment duly incorporated under the laws of the United Arab Emirates has sufficient financial resources to make such loan without causing prejudice to its growth or profitability, and that said loan is deemed reasonably secure and in the best interests of Najibi Investment, be it that Najibi Investment will issue a loan to the borrower in the amount of \$90,000,000.00 (Ninety Million Dollars) to be repaid within Ten (10) Years (One (1) Year Grace Period with interest of 4% annually, and that the borrower execute to Najibi Investment promissory notes evidencing said indebtedness, that the officers of this corporation are and each acting alone is, hereby authorized to do and perform any and all such act including execution of any and all document and certificates, as such officers shall deem necessary or advisable, to carry out the purposes and intent of the forgoing resolutions, that any actions taken by such officers prior to the date of the forgoing resolutions adopted hereby that are within the authority

conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of this corporation.

It is hereby certified by the undersigned that the foregoing resolution was duly passed by the Board of Directors of the above-named Company on this day August 08, 2022, in accordance with the Memorandum or By-Laws and Articles of Incorporation of the company and the laws by laws governing the Company and that the said resolution has duly been recorded and documented.

Authorized Signature Mohammed Monsour Managing Director

Najibi Investment Company

Authorized Signature Ibrahim Shah

Chief Finance Officer Najibi Investment Company

Authorized Signature Humaid bin Rashid Najibi CEO and Chairman of the Board Najibi Investment Company



DATED: August 08, 2022

CONTRACT AGREEMENT BETWEEN

NAJIBI INVESTMENT COMPANY

AND

DIX DEVELOPMENTS LLC

This contract agreement is drafted and entered between the known investor Najibi Investment Company accepting to provide financing in favor of DIX Developments LLC.

SUMMARY OF TERMS AND CONDITIONS

PRINCIPAL: NAJIBI INVESTMENT COMPANY

BENEFICIARY: DIX DEVELOPMENTS LLC

FACILITY TYPE: LONG - TERM

PROJECT AMOUNT: \$90,000,000.00 (NINETY MILLION DOLLARS)

PURPOSE: EXPANSION

TENURE: TEN (10) YEARS

GRACE PERIOD: ONE (1) YEAR

REPAYMENT: On expiration of the contract tenure already stated.

INTEREST RATE: 4% ANNUALLY

BETWEEN:	Α.	Najibi Investment Company a corporation duly Registered in Bahrain, P.O. Box: 18, Building 487, Road 1010, Block 410, Manama, Bahrain.
		Hereinaster referred "NAJIBI"
	В.	DIX Developments LLC incorporated in United States of America, 103 Commerce St, Suite 140, Lake Mary, FL 32746
		Hereinaster referred "DIX DEVELOPMENTS"

THE SECOND PART

IN CONSIDERATION of the financers NAJIBI is providing finance in favor to the Beneficiary namely DIX DEVELOPMENTS, and both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

1. Principal Amount & Interest

NAJIBI is providing finance to the principal sum of \$90,000,000.00 (Ninety Million Dollars) in favor to DIX DEVELOPMENTS and the Beneficiary agrees to repay this principal amount to the financer, with interest payable on the paid principal at the rate of 4% (percent) fixed per annum, for TEN (10) YEARS calculated monthly, with a One (1) Year grace period.

2. Payment

This fund will be repaid in consecutive annual installments of interest and principal commencing from August, 2023 onwards with the balance then owing under this Agreement as indicated in Loan Amortization Schedule labelled SCHEDULE "A" attached with this agreement. DIX DEVELOPMENTS is not subjected to penalty for early payment before the end of the term.

3. Security

- 3.1. DIX DEVELOPMENTS's primary obligation is to protect investor capital while at the same time delivering consistent annual interest payments within a strategic risk management framework.
- 3.2. This finance is secured against the Special Purpose Vehicle (SPV) which is one of the assets of DIX DEVELOPMENTS with the Managers as the sole managing member of the SPV.

- 3.3. A SPV company shall be incorporated and vested with all assets acquired with the pooled fund. This fund is assets backed and are secured by all the movable and fixed assets.
- 3.4. DIX DEVELOPMENTS agrees to secure Third Party Surety Bond Insurance from a service provider that will be nominated by NAJIBI to protect the investor principal within thirty (30) business days following the deposit by the Investor of the \$90,000,000.00 (Ninety Million Dollars).

Condition for Transfer of the Fund

- 4.1. The security vehicle known as (Special Purpose Vehicle) which is a collateral requirement for the fund will have to be set up.
- 4.2. A natural or juridical licensee appointed to perform a specific task of registering DIX DEVELOPMENTS documents for the Special Purpose Vehicle (SPV). The person is only authorized to represent DIX DEVELOPMENTS in sotting up and registering the Special Purpose Vehicle, hereby refers to SPV registration and setup within UAE. The SPV ownership strictly belongs to DIX DEVELOPMENTS which the 100% shareholding and directorship to be held by DIX DEVELOPMENTS entirely.
- 4.3. DIX DEVELOPMENTS is obligated to deposit by wire transfer with the natural or juridical licensee person upon recommendation by NAJIBI for the SPV registration. The amount for the SPV registration is \$25,800.00 (Twenty-Five Thousand Eight Hundred Dollars).

5. Closing

DIX DEVELOPMENTS will be available on an agreed date for an electronic closing and to provide further required information needed to set up the SPV and sign the final documents for funding.

Subsequent to funding, DIX DEVELOPMENTS will also meet its cost leading up to the physical meeting on the later date which will be agreed on by both parties such as visa, hotel, transport, feeding etc.

Step 1. NAJIBI and DIX DEVELOPMENTS will proceed to have the electronic signing of the agreement.

Step 2. Both parties will agree on a date for a final tele-conference meeting.

Step 3. Upon closing, DIX DEVELOPMENTS will be provided with the natural or judicial licensee appointed NAJIBI executive for the payment of the agreed SPV fee stipulated in this agreement.

Step 4. NAJIBI and DIX DEVELOPMENTS will proceed to have the official signing of the agreement.

Step 5. DIX DEVELOPMENTS would be required to make available its receivable accounts details for the transfer of the \$90,000,000.00 (Ninety Million Dollars).

Step 6. E-mail from the Central Bank of UAE approving the transfer to be made into a(n) DIX DEVELOPMENTS account will be sent. (Note; The CBUAE will communicate with both parties via e-mail OR telephone)

Step 7. Wire confirmation of the transfer from NAJIBI will be sent to DIX DEVELOPMENTS. It takes 1-3 banking days to receive confirmation of the money.

Note: The transfer will be done in Dollars and in one (01) tranche(s) of \$90,000,000.00 (Ninety Million Dollars) over working hours.

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6. Penalty Clause

If DIX DEVELOPMENTS fails to adhere to the terms of this contract scheduled payment on the Loan amortization, DIX DEVELOPMENTS is to pay a penalty fee of \$300,000.00 (USD Three Hundred Thousand Dollars) in addition to the interest. If NAJIBI fails to advance with the loan payment after both the SPV has been registered and approval given by the Central Bank of UAE for the transfer to be done, NAJIBI is to pay a penalty fee no later than 60 days to DIX DEVELOPMENTS, the total sum of \$500,000.00 (USD Five Hundred Thousand Dollars).

Conversion to a Private Equity Fund

Under this provision DIX DEVELOPMENTS may propose to amalgamate the NAJIBI funds to a private equity under the SPV to be structured at the end of the contract term in August, 2032, if DIX DEVELOPMENTS cannot repay the loan principal.

8. Termination of the Investment Agreement

- 8.1. Notwithstanding anything to the contrary in this Agreement, if the Borrower, hereby refers to the Beneficiary defaults in the performance of any obligation under this Agreement, then the Lender, hereby refers to the Financier may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable with borrower allowed to file notice for a 60 day interest accruing.
- 8.2. If the Borrower defaults in any payment as required under this Agreement's Loan Amortization Schedule, which herein defined as a payment exceeding more than Forty (40) days of the date specified by the written notice sent by the Lender, the Security will be immediately provided to an mutually agreed upon third party to facilitate a Debt to Equity Swap for the Lender equivalent to all outstanding loan and interest payments. The 40 days would be for unforeseen circumstances that are totally beyond the control of DIX DEVELOPMENTS and which directly or indirectly affect DIX DEVELOPMENTS activities.

9. Governing Law

This Agreement will be constructed in accordance with United Arab Emirates law regulating banker and customer relationship for dispute settlement (Arbitration Law).

- 10. Dispute Resolution
- 10.1. Arbitration is the final dispute resolution mechanism.
- 10.2. The Arbitration panel shall consist of three arbitrators, DIX DEVELOPMENTS shall appoint one arbitrator, NAJIBI shall also appoint one arbitrator. The third arbitrator who shall be the presiding arbitrator shall be jointly appointed by the other two arbitrators.
- 10.3. Where the parties are unable to appoint an arbitrator(s) within Ten (10) business days of the service of a notice of dispute the President Chartered Institute of Arbitrators, UAE shall suggest arbitrators to the concerned parties who has the right to select from the list, where it the parties decides otherwise, it shall be given an extra (15) working days to do so. Where the arbitrators are unable to appoint the third arbitrator, the Presiding arbitrator shall be appointed by the President of the Chartered Institute of Arbitrators, UAE.
- 10.4. The decision of the arbitrator shall be final, binding and enforceable in any court of competent jurisdiction. The arbitrators shall have no power to consider or award punitive or exemplary damages or damages at all.
- 10.5. The parties shall bear their respective costs for the arbitration.
- 11. Venue

United Arab Emirates.

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12. Language of the arbitration panel

It shall be English.

Exit Clause 13.

DIX DEVELOPMENTS is at liberty to exit from this "agreement" which is agreeable. Upon such exit, DIX DEVELOPMENTS will not be obligated to make any prepayment penalties at any time during the Ten (10) Years term and any interest owing will be calculated and paid pro-rata up to the early pay-off date.

14. Force Majeure

These are unforeseen circumstances that are totally beyond the control of DIX DEVELOPMENTS and which directly or indirectly affect DIX DEVELOPMENTS activities in United States of America that affect its cash flow and therefore unable to meet the facility repayment plan. Where any of this occurs, DIX DEVELOPMENTS shall not be held liable in any way for failure to meet its financial commitment under this agreement. The circumstances referred to include but are not limited to the following; Civil unrest of any kind, War, Change of Federal or State Government, Change of Government Policies, Amendment of Agency or Regulating laws, Withdrawal of License or Approval or any Natural Disasters.

Waiver 15.

No failure or delay by the parties in exercising any right, power or privilege in this agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Assignment

DIX DEVELOPMENTS is at liberty to assign, transfer, and dispose its rights and interests in this agreement to a third party.

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17. Variation

It is expressly and unequivocally agreed that the terms and conditions herein shall not be varied, altered and or modified except with the mutual consent of the parties.

18. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

Binding Effect

All rights and liabilities of the parties hereto shall extend to and bind the respective heirs, legal representatives and successors.

20. Severability

The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties intent that such provision be reduced in scope by the court only to the extent deemed necessary by the court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected impaired or invalidated as a result.

21. General Provisions

Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular means and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

22. Expiration

This agreement will be signed and returned on or before August 12, 2022.

23. Next Steps

The intention from our side is to make progress toward full documentation as quickly as is reasonable by submitting the provided copies of the beneficiary certificates.

24. Entire Agreement

This Agreement constitutes the entire agreement between the parties and there are no further items or provision, either oral or otherwise.

on behalf of	on behalf of
Najibi Investment Company	DIX Developments LLC
	Control Date of the Control of the C
Humaid bin Rashid Najibi	Signatory Name
CEO and Chairman.	Signatory Marie
	Position

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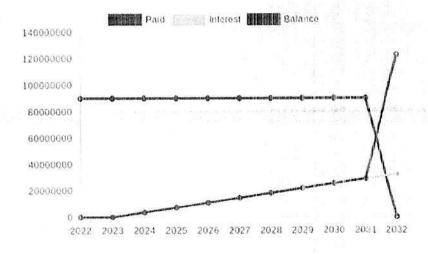
LOAN AMORTIZATION SCHEDULE

Schedule "A" of Business Loan Agreement

LOAN REPAYMENT PLAN

Loan amount: USD 90,000,000.00; APR: 4%; Period of: 10 Years; Grace period: 12 months

LOAN TERMS RESULT AND SUMMARY USD 90,000,000.00 Pay Off Date 15 Aug 2032 Loan Amount (S) Scheduled Number of Payments Annual Interest Rate 4.0% \$ 122,400,000,00 10 Total Scheduled Payments (S) Loan Period of Years Total Interest (\$) \$ 32,400,000.00 12 Months Grace period End of Year Yearly Payment Amount (\$) \$ 3,600,000.00 Payment Type Estimated Saved Interest (\$) First Payment Date 15 Aug 2024 15 Aug 2022 Start Of Loan Date





Schedule of Payments

Year	Date	Payment	Interest	Principal	Balance
Month I	2022-08-15	0.00	0,00	0.00	90,000,000.00
Month 2	2022-09-15	0.00	0.00	0,00	90,000,000.00
Month 3	2022-10-15	0.00	0.00	0.00	90,000,000,00
Month 4	2022-11-15	0.00	0.00	0.00	90,000,000.00
Month 5	2022-12-15	0.00	0.00	0.00	90,000,000.00
Month 6	2023-01-15	0.00	0,00	0.00	90,000,000.00
Month 7	2023-02-15	0.00	0.00	0,00	90,000,000,00
Month 8	2023-03-15	0.00	0,00	0,00	90,000,000,00
Month 9	2023-04-15	0.00	0.00	6.00	90,000,000,00
Month 10	2023-05-15	0,00	0,00	0.00	90,000,000.00
Month 11	2023-06-15	0.00	0.00	0.00	90,000,000,00
Month 12	2023-07-15	0,00	0,00	0,00	90,000,000.00
Grace Period [2023]	2023-07-15	0.00	i dixity in it	0.00	90,000,000,00
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Month 13	2023-08-15	300,000.00	300,000,00	0.00	90,000,000,00
Month 14	2023-09-15	300,000,00	300,000.00	0.00	90,000,000.00
Month 15	2023-10-15	300,000 00	300,000.00	0.00	90,000,000,00
Month 16	2023-11-15	300,000.00	300,000.00	0.00	90,000,000,00
Month 17	2023-12-15	300,000.00	300,000.00	00.0	90,000,000,00
Month 18	2024-01-15	300,000,00	300,000.00	0.00	90,000,000,00
Month 19	2024-02-15	300,000,00	300,000,00	0,00	90,000,000.00
Month 20	2024-03-15	300,000.00	300,000.00	0.00	00,000,000,00
Month 21	2024-04-15	300,000.00	300,000.00	0,00	00,000,000,00
Month 22	2024-05-15	300,000.00	300,000,00	0.00	90,000,000,00
Month 23	2024-06-15	300,000.00	300,000.00	0.00	90,000,000,00
Month 24	2024-07-15	300,000.00	300,000.00	0.00	90,000,000.00
Year [2024]	2024-07-15	3,600,000,00	3.600.000.00	0.00	90,000,000.00
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Month 25	2024-08-15	300,000.00	300,000.00	0.00	00,000,000,00
Month 26	2024-09-15	300,000.00	300,000.00	0.00	90,000,000,00
Month 27	2024-10-15	300,000.00	300,000,00	0.00	90,000,000,00
Month 28	2024-11-15	300,000.00	300,000.00	0.00	90,000,000.00
Month 29	2024-12-15	300,000.00	300,000.00	0.00	90,000,000,00
Month 30	2025-01-15	300,000.00	300,000,00	0,00	90,000,000.00
Month 31	2025-02-15	300,000.00	300,000.00	0.00	90,000,000.00
Month 32	2025-03-15	300,000.00	300,000,00	0.00	90,000,000.00
Month 33	2025-04-15	300,000.00	300,000.00	0.00	90,000,000,00
Month 34	2025-05-15	300,000.00	300,000.00	0.00	90,000,000.00
Month 35	2025-06-15	300,000.00	300,000.00	0.00	90,000,000.00
Month 36	2025-07-15	300,000.00	300,000.00	0.00	90,000,000.00

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	asualance l	Principa	Interest	Payment	Date	
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00,000,000,00	00.0	300,000,005	300,000,00€	\$1-60-160%	Month 104
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00,000,000,00	00.0	30,000,00€	300,000,000	2029-12-13	Wonth 89
00,000,000,00	00.0	00.000,00€	00,000,008	\$1-11-6202	Month 88
00.000,000,00	00.0	300,000,000	300,000,000	\$1.01.9202	78 dinoM
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00.000,000,00	00.0	300,000,005	300,000,00£	\$1-80-6702	Month 85
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00,000,000,00	00.0	00.000,003,€	00.000.000.5	SI-40-6707	[6202] Japan
00.000,000,00	00.0	300,000,000	300,000,000	2029-07-15	Month 84
00.000,000,00	00.0	300,000,000	300,000,000	5050-09-13	E8 dinoM
00.000,000,00	00.0	300,000,000	300,000,00€	\$1-\$0-6707	Month 82
00.000,000,00	00.0	300,000,000	00.000.00€	\$1-1-0-6707	18 dinoid
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00.000,000,00	00.0	00.000,008	300,000,000	\$1-21-8202	LL YIUOM
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00.000,000,00	00.0	300,000,000	300,000,000	\$1-80-8202	Month 73
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Balance	Indianir4	Interest	Payrent in the	Date	
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Year	Date	Payment	Interest	Principal	Balance
Month 109	2031-08-15	300,000.00	300,000,00	0.00	90,000,000.00
Month 110	2031-09-15	300,000.00	300,000.00	0.00	90,000,000.00
Month 111	2031-10-15	300,000.00	300,000,00	0.00	90,000,000.00
Month 112	2031-11-15	300,000.00	300,000,00	0.00	90,000,000.00
Month 113	2031-12-15	300,000.00	300,000,00	0.00	90,000,000,00
Month 114	2032-01-15	300,000.00	300,000,00	0.00	90,000,000.00
Month 115	2032-02-15	300,000.00	300,000,00	0.00	90,000,000.00
Month 116	2032-03-15	300,000.00	300,000.00	0.00	90,000,000,00
Month 117	2032-04-15	300,000.00	300,000,00	0.00	90,000,000,00
Month 118	2032-05-15	300,000.00	300,000.00	0.00	90,000,000.00
Month 119	2032-06-15	300,000.00	300,000.00	0.00	90,000,000.00
Month 120	2032-07-15	90,300,000.00	300,000,00	90,000,000.00	0.00
Year [2032]	2032-07-15	93,600,000.00	1,600,000,00	00.000,000.00	0.00
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Company name: DIX Developments LLC

Registered Address: 103 Commerce St, Suite 140, Lake Mary, FL 32746