

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Arrow Minerals Limited

ACN/ARSN 112 609 846

1. Details of substantial holder (1)

Name Independence Group NL (ACN 092 786 304) (Independence) and each of the entities listed in Annexure A
ACN/ARSN (if applicable) See Annexure A

The holder became a substantial holder on 16 April 2018

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares	34,482,759	34,482,759	11.24%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Independence	Registered holder	34,482,759 ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Independence	Independence	Independence	34,482,759 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Independence	16 April 2018	\$1,000,000	Nil	34,482,759 ordinary shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
The companies listed in Annexure A	Each company listed in Annexure A is an associate of Independence pursuant to section 12 of the Corporations Act as it is controlled by Independence

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Independence and each company listed in Annexure A	PO BOX 496, SOUTH PERTH WA 6951

Signature

print name SCOTT STEINKRUG

capacity COMPANY
SECRETARY

sign here



date 17/04/2018

ANNEXURE A

This Annexure A of 1 page referred to in Form 603 – Notice of initial substantial holder signed by me and dated 16 April 2018

Scott Steinkrug
Company Secretary
Independence Group NL (ACN 092 786 304)

Related bodies corporate of Independence Group NL (ACN 092 786 304):

Independence Long Pty Ltd (ACN 098 270 789)
Independence Jaguar Pty Ltd (ACN 060 620 751)
Flinders Prospecting Pty Ltd (ACN 146 899 863)
Independence Newsearch Pty Ltd (ACN 142 192 701)
Independence Nova Holdings Pty Ltd (ACN 009 150 083)
Independence Nova Pty Ltd (ACN 146 091 527)
Independence Europe Pty Ltd (ACN 167 644 519)
Independence Stockman Parent Pty Ltd (ACN 124 695 549)
Independence Stockman Project Pty Ltd (ACN 124 695 567)
Independence Jaguar Project Parent Pty Ltd (ACN 145 736 278)
Independence Jaguar Project Pty Ltd (ACN 145 739 251)
Independence Windward Pty Ltd (ACN 158 432 270)
Independence Group Europe AB (entity registered in Sweden)

For personal use

Subscription Agreement

Independence Group NL ACN 092 786 304
Arrow Minerals Limited ACN 112 609 846

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By

Date: 31 JANUARY 2018

Parties

- 1 **Arrow Minerals Limited ACN 112 609 846** of 16/40 St Quentin Avenue, Claremont, WA 6010 (**Company**)
 - 2 **Independence Group NL ACN 092 786 304** of Suite 4, Level 5, 85 South Perth Esplanade, South Perth, WA 6151 (**Subscriber**)
-

Background

- A The Company is a public company limited by shares.
- B The Subscriber has agreed to subscribe for the Placement Shares and associated Options at the relevant Subscription Price.
- C The Parties have agreed to enter into this Agreement to record the terms of the Subscriptions.

The parties agree

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and
- (c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this Agreement.

2 Subscription and issue

The Subscriber (or its nominee) agrees to subscribe for the Placement Shares and associated Options on the Subscription Date and the Company agrees to issue the Placement Shares and grant the associated Options to the Subscriber (or its nominee) on the terms and conditions of this Agreement.

3 Condition

3.1 Condition to Completion

- (a) The Subscription is subject to and conditional upon the Company's shareholders approving by resolution the issue of the Placement Shares and grant of the associated Options to the Subscriber for the purpose of ASX Listing Rule 7.1.
- (b) The Company must use its best endeavours to cause the Condition to be promptly fulfilled. The parties must keep each other informed of any circumstances which may result in the Condition not being satisfied in accordance with its terms.
- (c) The Company is not obliged to issue and the Subscriber is not obliged to subscribe for any Placement Shares or Options unless prior to or on the Subscription Date the Condition has been fulfilled.

3.2 Director recommendation

The Company must promptly issue a notice of meeting to its Shareholders for the purposes of seeing the approval referred to in the Condition and must use its best endeavours to ensure the Board recommend that shareholders vote in favour of the resolution required to satisfy the Condition.

3.3 End Date

If the Condition is not satisfied on or before 5:00pm (Perth time) on the End Date, this Agreement shall terminate and be of no force or effect, and each party will be released from its obligations and liabilities under this Agreement except for any obligations or liabilities arising or relating to the period before the End Date.

4 Completion

4.1 Completion of Subscription

- (a) Completion of the Subscription and issue of the Placement Shares and associated Options is to occur on the Subscription Date.
- (b) Should completion of the Offer and Subscription mean that the Subscriber would hold more than 19.9% of the voting Shares in the Company, the amount paid for the Subscription shall be reduced to such amount as would be payable at the Subscription Price to ensure that the number of Placement Shares to be issued to the Subscriber would result in the Subscriber holding 19.9% of the voting Shares in the Company after completion of the Offer.
- (c) In addition to the Placement Shares, the Company must grant to the Subscriber such number of Options calculated by reference to the number of Placement Shares and on the same basis as the options offered under the Offer.

4.2 Subscription and payment of Subscription Price

- (a) On the Subscription Date, the Subscriber must deliver to the Company an application form for the Placement Shares and associated Options duly executed by the Subscriber (or its nominee), in the form set out in Schedule 2 or any other form that the Company agrees to accept.

- (b) On the Subscription Date, the Subscriber must pay to the Company the Subscription Price in Australian dollars into the Nominated Account.

4.3 Allotment and issue

Subject to the Subscriber (or its nominee) subscribing for the Placement Shares and associated Options in accordance with clause 4.2, the Company must on the Subscription Date:

- (a) allot and issue the Placement Shares and grant the associated Options to the Subscriber (or its nominee); and
- (b) record the Subscriber (or its nominee) as the holder of the Placement Shares and associated Options in its register of members and procure the issue to the Subscriber of a holding statement from the Company's registry showing the Subscriber (or its nominee) as the holder of the Placement Shares and associated Options.

4.4 Quotation of the Placement Shares

Immediately after completion of the Subscription, the Company must:

- (a) apply to ASX for official quotation of the Placement Shares;
- (b) give to ASX an Appendix 3B in relation to the Placement Shares and associated Options; and
- (c) give a notice to ASX pursuant to sub-section 708A(5)(e) of the Corporations Act which notice complies with sub-section 708A(6) of the Corporations Act.

4.5 Escrow

- (a) During the Escrow Period the Subscriber must not sell, assign or transfer any interest in the Placement Shares or agree or offer to do any of those things except:
- (i) to accept a third party takeover bid made under Chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any escrow arrangements under the ASX Listing Rules or otherwise and to which the offers under the bid relate, have accepted the bid; or
- (ii) to enable the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,
- provided, in each case, that, if for any reason any or all Placement Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Subscriber agrees that the restrictions applying to the those Placement Shares under this clause will continue to apply; or
- (iii) to comply with a requirement of applicable law (including an order of a court of competent jurisdiction).
- (b) The Subscriber acknowledges and agrees that a Holding Lock (as that term is defined in the ASX Listing Rules) will be applied to the Placement Shares, which the Company will remove in respect of the relevant Placement Shares on the Business Day after the end of the Escrow Period for those Placement Shares.

5 Representations and Warranties

5.1 Representations and warranties by the Company

The Company represents and warrants to the Subscriber that each of the following statements is correct and not misleading in any material respect on the date of this Agreement and will be correct and not misleading in any material respect as at the relevant Subscription Date as if made on each of those dates:

- (a) **(Registration):** it is a corporation as that expression is defined in the Corporations Act with limited liability, and is registered (or is taken to be registered) and validly existing under the Corporations Act;
- (b) **(Authority):** it has full power and authority to enter into this Agreement and to perform its obligations under it without obtaining shareholder approval;
- (c) **(Corporate authorisations):** it has taken all necessary action to authorise the execution, delivery and performance by it of this Agreement in accordance with its terms;
- (d) **(Allotment of securities):** upon satisfaction of the Condition it will have full power and authority necessary to allot and issue the Placement Shares and associated Options and once issued the Placement Shares and associated Options will be free from encumbrances and the Placement Shares will rank equally with all other Shares then on issue;
- (e) **(Disclosure)** it is not withholding any information from disclosure in reliance as the exceptions to disclosure under Listing Rule 3.1 of the ASX Listing Rules other than its intention to make the Offer and the transactions contemplated by this Agreement and the Letter Agreement;
- (f) **(Binding obligations):** this Agreement constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms; and
- (g) **(No breach):** this Agreement and the Subscription does not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in any default under any provision of its constitution or any material provision of any agreement, deed, writ, order, injunction, judgment, law, ASX Listing Rule, rule or regulation to which it is a party or is subject or by which it is bound.

5.2 Indemnity by Company

- (a) The Company indemnifies the Subscriber against all damages, losses, liabilities and expenses incurred by the Subscriber as a direct consequence of any matter or thing being found to be in breach of the representations and warranties given by the Company in clause 5.1.
- (b) The maximum amount which the Subscriber may claim against the Company for a breach of warranty is 100% of the Subscription Price. A claim for breach of warranty shall not be made unless the amount of the demonstrated loss for the breach in question is at least \$50,000.

5.3 Representations and warranties by Subscriber

The Subscriber represents and warrants to the Company that each of the following statements is correct and not misleading in any material respect on the date of this Agreement and will be correct and not misleading in any material respect as at the relevant Subscription Date as if made on each of those dates:

- (a) **(Authority)**: it has full power and authority to enter into this Agreement and to perform its obligations under it;
- (b) **(Binding obligations)**: this Agreement constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms; and
- (c) **(No breach)**: this Agreement and the Subscriptions do not conflict with or result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute or result in any default under any provision of its constitution or any material provision of any agreement, deed, writ, order, injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound.

5.4 Indemnity by Subscriber

The Subscriber indemnifies the Company against all damages, losses, liabilities and expenses incurred by the Company as a direct consequence of any matter or thing being found to be in breach of the representations and warranties given by the Subscriber in clause 5.3.

6 Right to participate in new issues

- (a) This clause 6 applies subject to the Company obtaining the ASX Waiver. The Company shall be responsible for applying for the ASX Waiver and must use its best endeavours to obtain the ASX Waiver. The Company must prepare and lodge its application for the ASX Waiver as soon as possible and must consult with the Subscriber in respect to that application and any subsequent submissions made to ASX in that regard.
- (b) Subject to the terms and conditions of the ASX Waiver, the Subscriber shall have the right to participate in every new issue of Shares or other equity securities by the Company (except for an issue to the Company's directors, management, employees or consultants in accordance with the Company's incentive option scheme or performance rights plan) pro rata to the Subscriber's ownership interest in voting Shares in the Company issued under this Agreement and pursuant to the exercise of the Options granted under this Agreement (**Intention to Participate**).
- (c) To the extent that the Subscriber's exercise of the Intention to Participate would result in a breach by the Company of a requirement in the ASX Listing Rules or the Corporations Act to obtain shareholder approval, then the Subscriber will not be entitled to participate in that issue until that approval has been obtained and the Company will promptly seek to obtain any and all necessary shareholder approvals to approve the Subscriber's participation.
- (d) The terms of the Intention to Participate must be offered on terms no less favourable to the Subscriber than the most favourable terms offered to any other subscriber for the new issue.

7 Costs

The Company and the Subscriber agree to pay their own legal and other costs and expenses in connection with the negotiation, preparation, execution and completion of this Agreement.

8 Confidentiality

A party may not disclose the provisions of this Agreement or confidential information about the other party or its business, except:

- (a) after getting the written consent of the party to which the information relates;
- (b) to an officer, employee, professional adviser, consultant or financier who needs to know such information in the conduct of his duties; or
- (c) as required by an applicable law, legal process, any order or rule of any Government agency or the rules of a recognised stock exchange, after first consulting with the other parties, about the form and content of the disclosure,

and must use its best endeavours to ensure all permitted disclosures are kept confidential.

9 Notices

9.1 Requirements for Notice

Each notice authorised or required to be given to a Party shall be in writing and may be delivered personally or sent by properly addressed and prepaid mail, facsimile or email in each case addressed to the Party at its address set out in clause 9.2, or to such other address as it may from time to time notify to the other Parties.

9.2 Address of Parties

The initial address of the Parties shall be as follows:

In the case of the Company:

16/40 St Quentin Avenue
CLAREMONT WA 6010
Facsimile: +618 9486 4799
Email: steven.michael@arrowminerals.com.au
Attention: Managing Director

In the case of the Subscriber:

Suite 4, Level 5,
85 South Perth Esplanade,
South Perth, WA 6151
Facsimile: +618 9238 8399
Email: matt.dusci@igo.com.au
Attention: The Company Secretary

9.3 Change of Address

Each Party may from time to time change its address by giving notice pursuant to clause 9.1 to the other Party.

9.4 Receipt of Notice

Any notice given pursuant to clause 9.1 will be conclusively deemed to have been received:

- (a) in the case of personal delivery, when delivered to the addressee;
- (b) if sent by mail, on the third (or ninth if posted to an overseas address) clear Business Day after the day of posting;
- (c) if sent by facsimile, on receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent without error; or
- (d) if sent by email:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.

10 Miscellaneous

10.1 Variation

Variation of any term of this Agreement must be in writing and signed by the Parties.

10.2 Waiver

- (a) Waiver of any right, power, authority, discretion or remedy arising upon default under this Agreement must be in writing and signed by the Party granting the waiver.
- (b) A failure or delay in the exercise, or partial exercise, of a right, power, authority, discretion or remedy created or arising upon default under this Agreement, does not result in a waiver of that right.
- (c) A Party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this Agreement or on a default under this Agreement as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) A Party may not rely on any conduct of another Party as a defence to exercise of a right, power, authority, discretion or remedy by that other Party.

10.3 Remedies cumulative

The rights, powers or remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.

10.4 Further assurance

Each Party must do all things and execute all further documents necessary to give full effect to the transactions contemplated by this Agreement.

10.5 Governing law and jurisdiction

This Agreement is governed by the law in force in Western Australia. Each Party submits to the non-exclusive jurisdiction of the courts of Western Australia.

10.6 Time of essence

Time is of the essence of this Agreement in respect of any date or period determined under this Agreement.

10.7 Entire Agreement

This Agreement:

- (a) expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, representation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement.

10.8 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

SM

Schedule 1 Dictionary

1 Dictionary

In this agreement:

Agreement means the agreement constituted by this document and includes the recitals.

Application Form means the share application form set out in Schedule 2.

ASX means ASX Limited (ABN 98 008 624 691).

ASX Listing Rules means the listing rules of the ASX as amended from time to time.

ASX Waiver means a waiver granted by ASX from the requirements of ASX Listing Rule 6.18 in relation to the rights contemplated under clause 6.

Board means the board of directors of the Company.

Business Day means a day on which banks are open for business in Perth, Western Australia excluding a Saturday or a Sunday or a public holiday.

Condition means the condition set out in clause 3.1(a).

Corporations Act means the Corporations Act 2001 (Cth).

End date means the date that is six months following the date of execution of this Agreement.

Escrow Period means:

- (a) in relation to 50% of the Placement Shares, the period commencing on the date of execution of this Agreement and ending 12 months later; and
- (b) in relation to the other 50% of the Placement Shares, the period commencing on the date of execution of this Agreement and ending six months later.

Nominated Account means the Company's bank account with the details set out below:

Name: Arrow Minerals Subscription Account

Bank: ANZ Bank

BSB: 016 498

Account: 466 395 163

Letter Agreement means the document called Letter Agreement – Joint Venture – Plumridge Tenements between inter alia, the Company, Segue (Plumridge) Pty Ltd and the Subscriber dated on or about the date of this Agreement.

Offer means the issue of Shares (and accompanying options to acquire Shares) by the Company under a proposed placement by the Company to sophisticated and professional investors pursuant to s708A to be undertaken on or around the date of this Agreement.

Options means options to acquire Shares on the same terms and conditions as the options granted under the Offer.

Party means a party to this Agreement and **Parties** means all of them.

Placement Shares means the number of Shares determined by dividing the Subscription by the Subscription Price, such number of Shares rounded up to the nearest whole number.

Schedule means a schedule to this Agreement.

Share means a fully paid ordinary share in the capital of the Company.

Subscription means the subscription by the Subscriber of \$1,000,000 for the Placement Shares at the Subscription Price under this Agreement (subject to any adjustment under clause 4.1(b)).

Subscription Date means the date that is three Business Days following satisfaction of the Condition.

Subscription Price means the price per Share applicable under the Offer.

WST means Western Standard Time, as observed in Perth, Western Australia.

2 Interpretation

In this Agreement the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this Agreement;

- (vi) this Agreement includes all schedules and attachments to it;
- (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable Financial Market and is a reference to that law as amended, consolidated or replaced;
- (viii) an agreement other than this Agreement includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
- (ix) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them jointly and severally;
- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) in determining the time of day, where relevant to this Agreement, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this Agreement, the time of day in the place where the party required to perform an obligation is located; and
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

APPLICATION FORM
ARROW MINERALS LIMITED (Company)
ACN 112 609 846

INDEPENDENCE GROUP NL (Subscriber) hereby applies to the Company for 34,482,759 fully paid ordinary shares in the capital of the Company (**Shares**) (and associated Options) at an issue price of \$0.029 per Share.

The Subscriber will transfer to the Company by means of electronic funds transfer an amount of A\$1,000,000 (as adjusted pursuant to the terms of the agreement to which this Application Form is attached) to the account nominated by the Company.

Details of the Subscriber:

Name: INDEPENDENCE GROUP NL
Address: Suite 4, Level 5, 85 South Perth Esplanade, South Perth, WA 6151
Contact Person: The Company Secretary
Contact Number: (+618) 9328 8300

By signing and lodging this Application Form with the Company, the Subscriber:

- 1 declares that the agreements, statements, declarations and acknowledgments contained in the following paragraph are given for the benefit of the Company;
- 2 declares that all details and statements made by the Subscriber in this Application Form are complete and accurate;
- 3 agrees to be bound by the Constitution of the Company;
- 4 declares that the Company is not required to provide to the Subscriber a prospectus or other disclosure document for the issue of the Shares and associated Options because the Subscriber comes within one of the stated exceptions in section 708 of the Corporations Act 2001;
- 5 acknowledges that this Application form is irrevocable; and
- 6 acknowledges that returning this Application Form will constitute the Subscriber's offer to subscribe for Shares and associated Options and that no notice of acceptance of this Application Form will be provided.

NOTE: Return of the Application Form with your payment of the application monies will constitute your offer to subscribe for the Shares and associated Options. This Application Form is for the Subscriber and must not be passed onto any person without written permission from the Company.

Executed by **Independence Group NL**
ACN 092 786 304 is fixed in accordance with
section 127 of the *Corporations Act 2001* (Cth)
and in the presence of:



Signature of director

PETER BRADFORD

Name of director (print)



Signature of director/secretary

SCOTT STEINKRUG

Name of director/secretary (print)

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Execution page

Executed as an agreement.

Executed by **Arrow Minerals Limited ACN 112 609 846** is fixed in accordance with section 127 of the *Corporations Act 2001* (Cth) and in the presence of:



Signature of director

STEVEN MICHAEL

Name of director (print)



Signature of director/secretary

MATTHEW FOY

Name of director/secretary (print)

Executed by **Independence Group NL ACN ACN 092 786 304** is fixed in accordance with section 127 of the *Corporations Act 2001* (Cth) and in the presence of:



Signature of director

PETER BRADFORD

Name of director (print)



Signature of director/secretary

SCOTT STEINKAMP

Name of director/secretary (print)

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