

INVESTMENT AGREEMENT

Purchase and Sale of Shares & Investment Agreement

(Company Name)

Date: xx.xx. in the year 2017

This Agreement of Purchase and Sale of Shares entered into between the Company

(Company Name)

(company registration xxx), a Turkey based company, registered office at xxxxxxxxy, represented by
XXXXXX

(hereinafter referred to as the **Company**)

and

XXXXXX

(hereinafter referred to as the **Investor**).

WHEREAS:

Whereas the Parties hereto are desirous of entering into this Agreement for the purpose of developing own investment projects contemplated herein for the mutual benefit only and not for other purposes whatsoever. Each Party hereto **declare** that it is legally empowered, fully authorized to execute and



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accept this agreement, as well as agrees to be bound by its terms and conditions under the penalty and other consequences.

Whereas the Parties hereto with full corporate responsibility, under the penalty of perjury, declare that they will upon the execution of this Agreement complete the transaction contemplated herein, except on circumstances of force majeure and government sanctions, if such appear. The parties hereto shall not be liable for any failure to perform under the “force majeure” provisions of the ICC, Paris.

Each party is willing to invest time and effort to make this co-operation to a success.

1. THE SUBJECT

1.1. Subject of Investment. An investment with a convertible value with forty five percent (xx %) of the shares of the XXXX, XXXX from the Company **XXXX** and all of its assets, patents, Know How, Software development (Techno Park), trademark rights, intellectual and material property, company branches etc. (hereinafter referred to as: the Company) according to standing laws, totaling the sum of XXX MILLION EUROS (XXX,000,000.00 MIO EURO).

1.2. Purpose of Investment.

Investment under the present Contract is transferred by the Investor to the Company for the financing of the food, agriculture and livestock, social, ecological and humanitarian Projects of the company and realization business of plans.

1.3. Amount of investment under the present Agreement. Total amount **XXX MILLION EUROS (xxx MIO EURO)** by agreed Tranches, net (including) of all banking charges for transfer of Investment Funds. The full amount of Investment under Contract (minus the legitimate banking charges) will be transferred to the Partner’s banking account, specified in the present Contract, via SWIFT MT103 /202 wire transfer from Investor’s Bank.

1.4. After signing the agreement the Investor will transfer, not later than in 5 (five) bank days xxx. MIO EURO from his bank account to the Company bank account, by agreed tranches.

1.5. XXX EURO will stay as a capital in the company account. And XXXX MIO EURO will utilize Investment according to the conditions of transferring of the Investment in the food, agriculture and livestock, social, ecological and humanitarian Projects of the company and realization business of plans.

1.6 Payment via MT103 / 202

ACCOUNT NAME	
NAME OF BANK	
EURO ACCOUNT IBAN NO	
USD ACCOUNT IBAN NO	
SWIFT CODE	

2. THE OBJECTIVE

2.1. The Objective. The objective of this Agreement is the sale of the Company's shares with a convertible option and to invest in the projects under the present agreement in accordance with the Laws of TURKEY, according to the obligations that shall be undertaken by the Investor

2.2. Intention of the Company. The Company intends to raise capital through an investment with a convertible share options agreement and or by selling or transferring shares of the Company-Shareholder to the Investor in accordance with this Agreement, and for the implementation of the business and development strategy of the Company.

2.3. Intention of the Investor. The Investor intends to invest into the Company with a convertible clause. The Investor hereby gives assurances that he has enough financial means, i.e. funds, ensured credit lines, to affect a transfer of the investment amount, investments, and other transactions envisaged in this Agreement.

The investor warrants, and affirms, that the investment declared to the company are good, clean, unencumbered and of legal origin, and will be transferred by electronic transfer from an international bank.

The investor agrees to defend and hold harmless the company, and any or all of its Officers, Directors, Employees, Attorney(s) In Fact, Agents, and any/all Beneficiaries, or Transferees from any liability or legal proceedings, which may arise in connection with this investment or transfer, or any assignment thereof, or any parts thereof.

3. THE INVESTMENT AND CONVERSION OPTION

3.1. Investment and Share conversion option. The **Shareholder** hereby commits to transfer to the Investor a conversion option for xxx (xx %) of the shares of the total capital stock of the Company **xxx, xx.xx.2017** on the day designated under section 3.2. The shares transferring will be registered at the chamber of commerce in XXX after board meeting within 30 days. But the partnership will begin after the company receives the investment under section 1.3.

3.2. Date of the Convertibility of the Share Transfer. The transfer of the ownership over the convertibility for shares shall come into effect on the day of the receipt of the agreed investment amount on the bank account of the Company.

3.3. Anti-Dilution. The share options are not protected by any anti-dilution clause, and the company reserves the right to effectuate at any time strategic & financial decisions, which may have dilutionary effects on the total company shares.

3.4. The Right to Withdraw. The transfer of the Shares will be carried out in accordance with the terms and conditions of this Agreement that refer to the investment amount. Failure to fulfill both conditions within 15 days after signing the Agreement gives the right to the Company to withdraw from this Agreement with prior notification to the Investor in writing (Withdrawal). Exercising this right shall not rule out the Company's any further compensation claim.