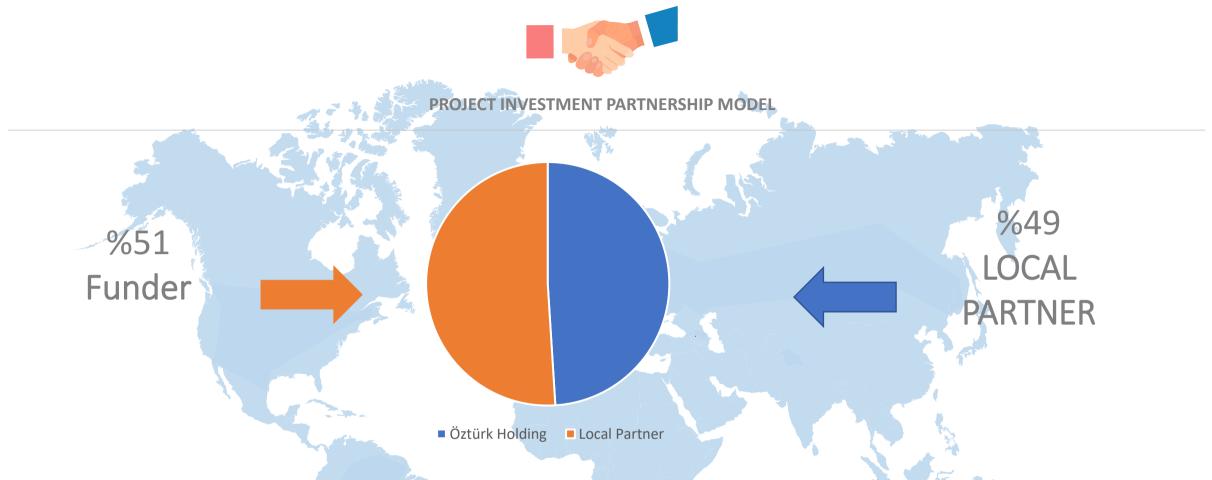






Targeted Projects



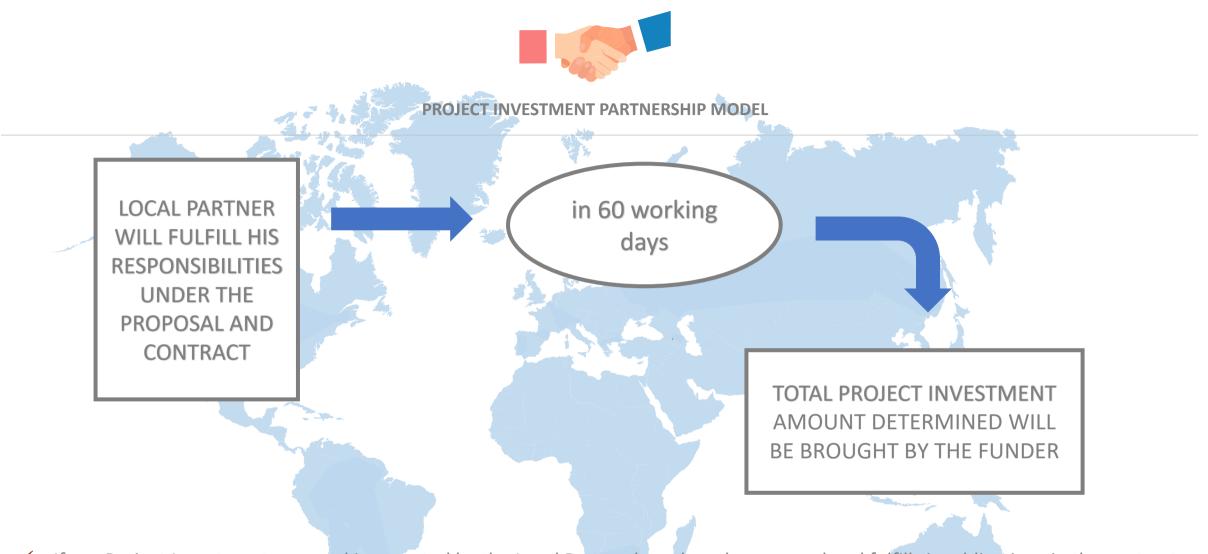


- ✓ A Joint Venture (JV) Agreement will be signed between the Project Investment Partnership and Öztürk Holding (Investor Partner) and the Investment Partnership Requester (Local Partner) and a joint venture will be established in the project country, with the funder Holding having 51% share and the Local Partner having 49% share.
- Moreover; If there is a need to establish a second company later in the interests of the project, it is planned to establish a new company in any country in the world.





- The Project Investment amount and the method of repayment are determined according to the review and evaluation results of the project manager summary report presented to the Investor Partner.
- ✓ The Project Investment amount and repayment method are determined in the proposal.



If our Project Investment proposal is accepted by the Local Partner based on the proposal and fulfills its obligations in the contract, it is planned that , the project investment amount will be transferred to the company accounts in which the Investor Partner and the Local Partner are partners within the borders of the country where the project is located, within a maximum of 60 business days, under the monitoring and control of the Investor Partner (Funder).



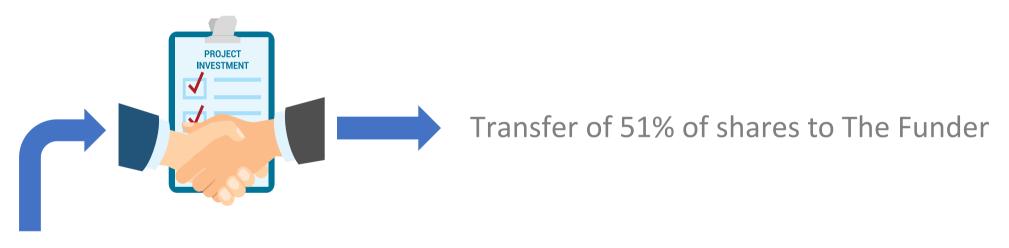
- the preparation of all documents and contracts required for the Project Investment will be followed by the Investor Partner team.
 (No fee is charged from the Local Partner for these transactions.)
- ✓ Project Investment repayment will be made from the joint company account.
- In the case of a project investment partnership, the project is identified as a guarantee for the repayment of the project investment;
 No guarantee is required from the local partner.

Important Note: As a repayment guarantee for the Project Investment, a conditional mortgage will be placed on the company shares of the Local Partner at the rate of 49% of the total repayment amount of the project investment used on a contractual basis by the joint company established by the Investor Partner and the Local Partner. When the repayment of the total project investment amount is completed, the mortgages placed on the local partner's company shares will be unconditionally removed.

Before signing the Contract, 2% of the total Project Investment amount, official, administrative, bank commissions, risk insurance expenses, investment costs, fees, etc., as stated in the proposal as expenses, must be deposited by the local partner into the account of the *newly established company* or *active company*, 100% of whose shares belong to the Local Partner. The Local Partner must prove to the Investor Partner that the 2% amount is in the company accounts with an official current document. After this process, the contract will be signed mutually. (The 2% amount mentioned above will be covered by the Local Partner.)



 As a result of the consensus of the Investor Partner and the Local Partner, the Investor Partner will give authority and power of attorney to the persons determined by the Local Partner for the establishment of the company or the transfer of old company shares.



- ✓ After signing the Project Investment contract with the Project Investment Partnership, the (Local Partner) will transfer 51% of the newly established or old company shares in favor of the Investor Partner.
- In line with the decisions taken by the investor partner and local partner; The partner will be able to distribute annual dividends to the partners according to the profitability of the company, at a rate that will not disrupt the operation of the company. (If necessary by the decision of both partners)



PROJECT INVESTMENT PARTNERSHIP MODEL

