

SALE OF SHARES AGREEMENT

This Sale of Shares Agreement (the "Agreement") is effective March 28, 2013.

BETWEEN: **POLITEKNIK (USA), INC.** (the "Vendor"), a company organized and existing under the laws of the STATE OF GEORGIA, USA, with its head office located at:

3001 Cadbury Trl, SW
Snellville, GA 30039

AND: **POLITEKNIK METAL SANAYI VE TICARET A.S.** (the "Purchaser"), a company organized and existing under the laws of TURKEY, with its head office located at:

Kosklucesme Mah. 562. Sok. No : 4
41100 Gebze – Kocaeli / Turkey

WHEREAS the Vendor represents that there are 10,000 Common shares issued and outstanding in the capital stock of **POLITEKNIK (USA), INC.** (the "Corporation"), a corporation incorporated under the laws of the USA, and that the Vendor is the owner of 10,000 Common shares;

WHEREAS the Vendor wishes to sell to the Purchaser 8,500 Common shares of the Corporation (the "Shares") and the Purchaser agrees to acquire the Shares;

WHEREAS the parties hereto have determined that the fair market value of the Shares is USD 10.00 per share;

WHEREAS the Purchaser desires to purchase and the Vendor desires to sell the Shares;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. SHARES SOLD AND PURCHASE PRICE

- 1.1 Subject to the terms and conditions set forth in this Agreement, the Vendor hereby sells the Shares to the Purchaser, hereto present and accepting, and delivers to the Purchaser certificates representing the Shares duly endorsed to the Purchaser for transfer.
- 1.2 The aggregate purchase price for the Shares is \$85,000 (the "Purchase Price") which the parties consider to be the fair market value of the Shares, payable as set forth as Article 2 hereof.

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2. PAYMENT OF THE PURCHASE PRICE

- 2.1 The Purchaser acknowledges that he has received certificates representing 8,500 shares (the "Shares") of the Vendor in exchange for the full payment of the Purchase Price. The parties hereto determine that the Class A Shares have a fair market value of and are, in all circumstances of the transaction, the fair equivalent of a consideration payable in cash equal to the fair market value of the Shares.

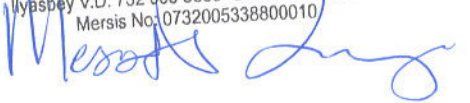
3. CONDITIONS TO THE PURCHASE OF SHARES

- 3.1 The purchase of the Shares under this Agreement is subject to the following conditions:
- 3.1.1 the consent by the regular authorities of the acquisition of the Shares hereby purchased by the Purchaser under this Agreement (the "Acquisition");
- 3.1.2 the approval by the shareholders of **POLITEKNIK (USA), INC.** of the Acquisition; being understood that if any one of the said conditions is not fulfilled, the present Agreement shall be null and void.

4. VENDOR'S REPRESENTATIONS AND WARRANTIES

- 4.1 The Vendor represents and warrants to the Purchaser that:
- 4.1.1 the Corporation is incorporated under the laws of the STATE OF GEORGIA and is duly organized and validly existing thereunder;
- 4.1.2 the Shares have been duly issued, are outstanding as fully paid and non-assessable;
- 4.1.3 the sale and delivery of the Shares as provided for in this Agreement shall not conflict with or result in or cause the occurrence of an event or condition which, immediately or after notice or lapse of time or both, constitutes a breach of or default under the Corporation's articles or by-laws or under any agreement, instrument, order, judgment or decree to which the Vendor or the Corporation is subject; and
- 4.1.4 this Agreement constitutes a valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting enforceability of creditors' rights.

 **Politeknik**
Metal Sanayi ve Ticaret A.Ş.
Köşklüçeşme Mah. 562 Sok. No: 4 P.K. 41100
İlyasbey V.D. 732 005 3388 GEBZE / KOCAELİ
Mersis No: 0732005338800010



SALE OF SHARES AGREEMENT

5. PURCHASER'S REPRESENTATIONS AND WARRANTIES

- 5.1 The Purchaser represents and warrants to the Vendor that:
- 5.1.1 the Purchaser is a corporation incorporated under the laws of TURKEY and is duly organized and validly existing thereunder;
 - 5.1.2 all necessary corporate action and proceedings have been taken to permit the execution of this Agreement;
 - 5.1.3 the aforementioned actions do not conflict with or result in or cause the occurrence of an event or condition which, immediately or after notice or lapse of time or both constitutes a breach of or default under the articles or by-laws of the Purchaser or under any agreement, instrument, order, judgment or decree to which the Purchaser is subject;
 - 5.1.4 the Shares have been validly allotted and issued and are registered in the name of the Vendor; and
 - 5.1.5 this Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting enforceability of creditors' rights.

6. MISCELLANEOUS

- 6.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, legatees, executors, legal representatives, successors and assigns.
- 6.2 This Agreement contains the entire agreement between the parties with respect to the transactions contemplate herein and supersedes all prior negotiations, agreements and understandings, if any.
- 6.3 The representations and warranties set forth in Articles 4 and 5 hereof shall survive the purchase and sale of the Shares hereunder.
- 6.4 Each of the parties hereto covenants and agrees that it will from time to time hereafter execute and deliver such additional documents and instruments and do such acts and things as may be reasonably necessary fully and effectually to sell, assign and transfer the Shares to the Purchaser pursuant to this Agreement and to otherwise carry out the intent and purpose of this Agreement.
- 6.5 This Agreement shall be governed by and construed in accordance with the laws of the STATE OF GEORGIA and the applicable laws of the USA. The courts of STATE OF GEORGIA, USA, shall have non-exclusive jurisdiction with respect to any matter arising hereunder or related hereto.

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6.6 All notices, requests, demands and other communications in connection herewith shall be in writing with specific reference to this Agreement and shall be deemed to have been duly delivered when

- (a) personally delivered to a responsible officer of such party; or
- (b) except during a period of strike, lockout or other postal disruption, sent by registered mail, postage prepaid; or
- (c) sent by telex, telegraph, fax or other form of recorded communication, charges prepaid, confirmed by prepaid registered mail; as follows:

6.6.1 if to the Vendor:

MR. ANTHONY ITA
3001 CADBURY TRL, SW
SNELLVILLE, GA 30039

6.6.2 If to the Purchaser:

DR. MÜH. MESUT AKKAYA
POLITEKNİK METAL SAN. VE TIC. A.S.
Kosklucesme Mah. 562. Sok. No : 4
41100 Gebze – Kocaeli / Turkey

or such other address as either party may from time to time specify by notice to be given to the other party for such purpose in writing at least 30 days in advance.

6.7 The effective date and closing date for the sale of the Shares herein provided for shall be on March 28, 2013, (the "Closing Date").

 **Politeknik**
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Kosklucesme Mah. 562 Sok. No: 4 P.K. 41100
Gebze V.D. 732 005 3388 GEBZE / KOCAELI
Mersis No: 0732005338800010
Mesut Akkaya

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at
Istanbul, Turkey on the date indicated above.

FIRST PARTY

SECOND PARTY

Anthony Itas
Authorized Signature

Mesut Akkaya
Authorized Signature

ANTHONY ITA
Print Name and Title

DIRECTOR
POLITEKNIK (USA) INC

MESUT AKKAYA
Print Name and Title

DIRECTOR
POLITEKNIK METAL A.S

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brian P. Kemp**, The Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

POLITEKNIK (USA) Inc.
a Domestic For-Profit Corporation

is hereby issued a CERTIFICATE OF INCORPORATION under the laws of the State of Georgia on **March 16, 2013** by the filing of all documents in the Office of the Secretary of State and by the paying of all fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on March 18, 2013



B. P. Kemp

Brian P. Kemp
Secretary of State

Tracking #: dqqrZlv3

Politeknik
Metal Sanayi ve Ticaret A.Ş.
Köşklüçeşme Mah. 562 Sok. No: 4 P.K. 41100
Işıkbey V.D. 732 005 3388 GEBZE / KOCAELI
Mersis No: 0732005338800010

Mesut Öngören

Articles of Incorporation

The Name of the Corporation:
POLITEKNIK (USA) Inc.

The Principal Place of Business:
3001 Cadbury Trl, SW
Snellville, Georgia 30039

Registered Agent's Name and Address:
Gregory C. Okwuosah, Esq.
295 Culver Street
Suite C
Lawrenceville, Georgia 30046, Gwinnett County

Effective Date: March 16, 2013

Optional Provisions:

None.

Shares:
10000000

Incorporators:
Anthony Ita
3001 Cadbury Trl, SW
Snellville, Georgia 30039

A person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on the date set forth below:

Signed by: Gregory C. Okwuosah Esq.
Attorney-in-Fact

Date: March 18, 2013

 **Politeknik**
Metal Sanayi ve Ticaret A.Ş.

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W. East

**SHAREHOLDERS' RESOLUTION OF POLITEKNIK (USA) INC.
APPOINTING THE BOARD OF DIRECTORS**

UNANIMOUS SHAREHOLDRES' AGREEMENT RESOLVED:

- 1) THAT it is hereby authorized to appoint Mr. Mesut Akkaya and Mr. Anthony Ita to act as the Board of Directors.
- 2) THAT the Board of Directors will serve for 3 years effective.
- 3) THAT Mr. Mesut Akkaya shall act as the Chairman of the Board.
- 4) THAT Mr. Anthony Ita shall act as the General Manager of Politeknik (USA) Inc.
- 5) THAT any Board Member of the Corporation, acting alone, be and he is hereby authorized and directed for and on behalf of and in the name of Corporation to execute all banking transactions, sign leases and enter business agreements.

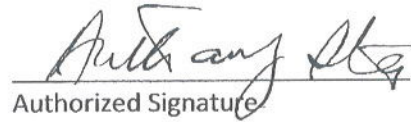
IN WITNESS WHEREOF, each shareholder to this resolution has caused it to be executed at Gebze, Kocaeli - Turkey on March 28, 2013.

SHAREHOLDER

Politeknik Metal San. ve Tic. A.S.


Authorized Signature

Anthony Ita


Authorized Signature

 **Politeknik**
Metal Sanayi ve Ticaret A.Ş.
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