NYSCEF DOC. NO. 15

## INVESTMENT AGREEMENT

RECEIVED NYSCEF: 11/05/2019

INVESTMENT AGREEMENT ("Agreement") made as of November 30, 2016, by and between (RADING, LLC, an entity organized under the laws of Delaware, with a principal place of business located at c/o Eastmore Management, LLC, 40 Wall St., 17th Floor, New York, NY 10005 ("Investor"), and CORPORATION, a New York corporation ("Davron"), with its principal place of business located 608 5th Ave, Suite 704, New York, NY 10020, and Easter Mani, and individual residing at 186-15 Troon Road Jamaica Estates NY 11432 ("Nissani"), regarding an investment ("Investment") by Investor of \$630,000.00 ("Investment Amount") in consideration of acquiring the right to share in the profits and gains from the sale of the Assets (as defined below).

- 1. ASSETS PURCHASE; USE OF PROCEEDS. The Investment Amount shall be used solely to purchase the Assets, which includes those assets set forth on Exhibit A attached hereto. Davron represents and warrants that the value of the Assets, as of the date hereof, is equal to or in excess of the Investment Amount. The Investor and Davron shall mutually agree upon the manufacturing location for the rough diamonds included within the Assets as well as the selling price for the finished stones. Davron shall handle and oversee all production and sales with respect to the Assets, provided that the Investor shall have all final decision making with respect to the Assets and the processing thereof.
- 2. <u>INVESTOR'S MONETARY CONTRIBUTION</u>. Upon or promptly following execution hereof, the Investor shall deliver the Investment Amount to Davron in lawful U.S. funds by wire transfer to the following account:

Bank:

Chase Manhattan Bank

ABA#:

021000021

Acct. Name: Davron Corporation

Account #:

- 3. <u>RECOUPMENT OF INVESTMENT; PERCENTAGE SHARE OF PROFITS</u>. In consideration for the Investor making the Investment, Davron shall pay or cause to be paid to the Investor the following:
- (a) Recoupment: All proceeds received by Davron (or any other entity) from any source in any way derived from the sale of the Assets or portion thereof in connection with the exploitation and/or sale of the Assets ("Proceeds"), until such time as the Investor has been paid a sum equal to the Investment Amount.
- (b) <u>Profit Participation</u>: Fifty percent (50%) of the Net Profits, where "Net Profits" means all Proceeds less the Investment Amount recouped pursuant to clause (a) above less all shipping, manufacturing and laboratory fees in connection with the processing of the Assets for sale or other exploitation.
- (c) <u>Security</u>: Davron hereby grants the Investor a security interest in all the Assets to secure all of Davron's obligations hereunder.