

LOAN AGREEMENT

Dated 09-04-2024

between

OZAN DOKMECIOGLU

and

MAMMILARIA INVESTMENTS LIMITED

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This LOAN Agreement (Agreement) is dated 9/04/2024

BETWEEN

- (1) OZAN DOKMECIOGLU of CYPRUS with passport number K00472775 (**the Lender**);
and
 - (2) **MAMMILARIA INVESTMENTS LIMITED** a company incorporated under the laws of the Republic of Cyprus, under registration number HE 428232 and with its registered address at 75, Prodromou Avenue, Oneworld Parkview House, 4th Floor, Nicosia, CY-2063, Cyprus (**the Borrower**);
- each a **Party** and together the **Parties**.

WHEREAS

The Borrower wishes to obtain a loan from the Lender and the Lender wishes to grant a loan to the Borrower in the amount and terms agreed herein.

NOW THEREFORE for mutual, good and valuable consideration, acknowledged and received, the Parties agree as follows:

1. INTERPRETATION

1.1 Definitions:

Affiliates: means an affiliate of a Party, including, in relation to a natural person, a relative up to third degree and, in relation to a legal person, any Group company.

Business Day: means a day other than a Saturday or Sunday where banks are open for business in Cyprus.

Confidential Information: means all confidential information which a Party (or its Affiliates), directly or indirectly discloses, or makes available, to the other Party (or its Affiliates), including the terms and existence of this Agreement, any information which is specifically described as confidential by the disclosing Party and all information whatsoever concerning the business, interests, plans, intentions, clientele, targets, financials, technical information, data, analysis, administrative affairs, personal affairs, operations, processes, policies, know-how, personnel, product or service information, suppliers, distributors, agents, trade secrets, designs, intellectual property (such as trademarks copyrights and patents) and all and any other information reasonably deemed confidential of the disclosing Party or its Affiliates.

Effective Date: means the date of this Agreement.

Event of Default: shall mean the event of default described in clause 13.1 of this Agreement.

Force Majeure: means any event which prevents a Party from complying with any of its obligations under this Agreement and is neither within that Party's reasonable control nor the result of negligence of such Party and which occur despite all reasonable attempt to avoid, mitigate or remedy, including but not limited to acts of god, war, terrorism, epidemics, strikes, etc.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company, and any company, trust or other legal person which is under the same, direct or indirect control, of that company.

Interest: shall mean the interest on the Loan described in clause 6 which has accrued.

Loan: means a term loan made or to be made under this Agreement from the Lender to the Borrower up to the loan amount referred to in clause 2.1 or such principal amount outstanding for the time being of that loan amount.

Maturity Date: shall mean the date of expiry of this Agreement pursuant to clause 4.

Warranties: shall mean the representation and warranties of the Borrower pursuant to clause 11.

1.2 Interpretation

- a) Clause and paragraph headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- b) The preamble forms an integral part of this agreement.
- c) A reference to writing includes fax and email.
- d) A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- e) A reference to a **holding company** or a **subsidiary** or **control** shall have the widest interpretation possible.
- f) Expressions made for one gender shall be deemed to include the other gender, or be gender neutral, as the context requires.
- g) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- h) Reference to this Agreement shall be to this agreement as amended or supplemented from time to time.
- i) Capitalized terms not defined in this clause 1 shall have the meaning awarded to them in the body of this Agreement.

2. LOAN

- 2.1 Upon the terms and subject to the conditions set out in this Agreement the Lender grants the Borrower a loan facility in the amount of **USD 1,000,000 ONE MILLION AMERICAN DOLLARS.**

3. PURPOSE

- 3.1 The Loan is granted for the purpose of financing the business operations of the Group and the Borrower shall apply the Loan only towards that purpose.

4. TERM

- 4.1 Unless otherwise agreed by the Parties in writing, the term of the Loan under this Agreement shall be 5 years from the Effective Date.

5. AVAILABILITY

- 5.1 The Loan shall be made available to the Borrower on or about the Effective Date and shall be paid from the Lender to the Borrower by direct transfer to a bank account designated in writing by the Borrower.

6. INTEREST

- 6.1 The Loan shall bear an interest of 5 % annually, calculated on the basis of a 365-day year and the actual number of days elapsed.
- 6.2 The interest shall be paid and shall accrue annually in accordance with clause 7 below.

7. REPAYMENT OF THE LOAN

- 7.1 The Borrower shall repay the Loan in full with all Interest in one lump sum on or before the expiration of the term of this Agreement.

8. PREPAYMENT OF THE LOAN

- 8.1 The Borrower may, if it gives the Lender not less than 10 Business Day's prior written irrevocable notice, prepay the whole or any part of the Loan plus Interest.

9. PAYMENTS

- 9.1 Any amount payable by the Borrower to the Lender under this Agreement shall be payable in USD by direct transfer to a bank account designated in writing by the Lender and shall be free and clear of any deduction or withholdings of whatsoever nature, including but not limited to transfer fees or tax (where applicable).

10. COSTS AND EXPENSES

- 10.1 Each Party pay its costs and expenses incurred in connection with the negotiation, preparation, execution, registration and performance, including but not limited to any future amendments, of this Agreement.

11. REPRESENTATIONS & WARRANTIES

- 11.1 The Borrower makes the following representations and warranties to the Lender on the date of this Agreement, which shall be deemed to be repeated for the duration of this Agreement:
- a) It is a limited liability company, duly established, registered and validly existing under the laws of Cyprus;
 - b) It has the power and authority to enter into this Agreement and perform its terms;
 - c) The obligations assumed by it in this Agreement are legal, valid, binding and enforceable obligations and the entry into and performance by it of this Agreement, and the transactions contemplated by this Agreement do not and will not conflict with any law or

regulation applicable to it, its constitutional documents or any agreement or arrangement entered into by the Borrower; and

- d) It is not unable (or has admitted its inability) to pay its debts as they fall due, suspended making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commenced negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness nor has taken any corporate action nor have any other steps been taken or legal proceedings been started or threatened it for its reorganisation or liquidation.

- 11.2 The representation and warranties made by the Lender in this clause 11 shall be deemed to be repeated for the duration of this Agreement.

12. CONFIDENTIALITY

- 12.1 Each Party hereby warrants and undertakes to the other Party that it shall keep the Confidential Information secret and confidential and shall not, directly or indirectly, use, exploit or disclose the Confidential Information to third parties, except where expressly permitted by this Agreement.

- 12.2 No restriction applies in connection to Confidential Information:

- a) which was already known to the recipient Party prior to its communication by the disclosing Party;
- b) is or becomes in the public domain except by reason of breach of this Agreement by the recipient Party or its Affiliates; or
- c) to the extent disclosure is required by applicable law, an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body of competent jurisdiction, provided that the recipient Party shall, to the extent permitted by applicable law, give the disclosing Party as much notice of such disclosure as possible.

13. EVENTS OF DEFAULT

- 13.1 The following events or circumstances, not remedied within 8 Business Days of a written notice of sent by the Lender in accordance with this Agreement shall constitute an event of default:

- a) The Borrower fails to pay any amount due under, and pursuant to the terms of this Agreement;
- b) The Borrower is, at any time during the term of this Agreement, in breach of the Warranties.
- c) The Borrower commits any other material and/or a repeated breach and/or violation of any provisions contained in this Agreement. which was;

- 13.2 Upon the occurrence of an Event of Default, which is continuing, the Lender may, by written notice to the Borrower terminate this Agreement and declare that all or part of the Loan, together with Interest, and all other amounts accrued or outstanding under this Agreement be immediately due and payable, whereupon they shall become immediately due and payable.

- 13.3 Notwithstanding termination of this Agreement, for any reason whatsoever, including expiration of its term, clause 1 (Interpretation), clause 9 (Confidentiality), this clause 13, clause 14.2 (Assignment), clause 14.3 (Entire Agreement), clause 14.4 (Waiver). clause

14.6 (Severability), clause 14.7 (Inadequacy of Damages) and clause 15 (Governing Law and Jurisdiction) shall survive termination.

- 13.4 Without prejudice to the above, termination of this agreement shall also not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination of this Agreement.

14. MISCELLANEOUS

14.1 Notices

- (a) A notice required to be given to a Party hereunder or in connection with this Agreement shall be in writing and in English, signed by or on behalf of the Party giving it and sent to the relevant Party to the address or email specified hereunder or such other address, email, fax number or contact as that Party may notify to the other in accordance with the provisions of this clause and shall be delivered by hand, or sent by email or by registered post providing proof of postage or by reputable courier.
- (b) The addresses and email address for service of notices are:
- Discloser
address: 6 BURNHAM ROAD LEXINGTON MA, USA
email: ozandokmecioğlu@gmail.com
- Recipient:
address: 75, Prodromou Avenue, Oneworld Parkview House, CY-2063, Nicosia, Cyprus
email: [REDACTED]
- (c) Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause have been satisfied): if delivered by hand, on signature of a delivery receipt or if sent by email, at the time of transmission or if sent by registered post providing proof of delivery to an address, at 9.00 am on the next business day after posting or if sent by reputable courier, on signature of a delivery receipt;
- (d) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.2 Assignment

- (a) The Lender may freely assign its right its rights under this Agreement, provided it shall give the Borrower a written notice of assignment.
- (b) The Borrower may not assign, transfer any or all of its rights or obligations under this Agreement except with the prior written consent of the Lender.

14.3 Entire Agreement

- a) This Agreement constitutes the entire agreement between the Parties and replaces any and all previous and preliminary agreements, arrangements or covenants between the Parties, whether written or oral, relating to its subject matter.
- b) By entering into this Agreement, the Parties acknowledge that they do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set forth in this Agreement.

14.4 Waiver

- a) No waiver of any right or remedy under this Agreement or by law is effective unless given in writing and signed by the person waiving such right or remedy.
- b) Neither the failure nor any delay of a Party to exercise any right or remedy provided under this Agreement or by law shall operate a waiver thereof, nor shall it prevent or restrict any further exercise of the same right or any other right or remedy.

14.5 Force Majeure

Any Party affected by a Force Majeure and thereby prevented from performing its obligations under this Agreement shall provide reasonable notice in writing to the other Party but shall not be considered in breach of the Agreement or otherwise liable for failure or delay of completing such obligations and the obligations of the other Party shall be suspended to the same extent as of the affected Party.

14.6 Severability

If a provision or part-provision of this Agreement is held by a court or any other authority of competent jurisdiction as unenforceable it shall be considered modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Such modification under this clause will not impair the validity and enforceability of the rest of this Agreement and the latter will continue to be given full force and effect to bind the parties to this Agreement.

14.7 Inadequacy of Damages

- a) Each Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the terms of this Agreement and accordingly, each Party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement provided by the law.
- b) Nothing in this clause shall affect any other rights or remedies that a Party may have under this Agreement or under applicable law.

14.8 Third Party Rights

Unless it expressly states otherwise, this Agreement does not give rise to any third-party rights.

14.9 Further Assurance

Each Party shall do, execute, deliver or procure to be done, such documents and perform such acts as may be reasonably required from time to time for the purpose of giving full effect to this Agreement.

14.10 Amendments

Any amendments, additions or variation of this Agreement shall be considered effective only if made in writing and is signed by the Parties.

14.11 No Partnership

No clause in this Agreement shall be construed as to establish any partnership between the Parties or constitute any Party the agent of the other Party.

14.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts, executed and delivered to the other Party in any manner whatsoever, shall together constitute the one Agreement.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Each Party agrees that this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by the laws of Cyprus.

15.2 Each Party irrevocably agrees that any dispute, controversy or claim arising out of or in connection with this Agreement or its violation, termination or invalidity shall be finally resolved in Cyprus Courts.

This Agreement has been entered into on the date stated at the beginning of it.



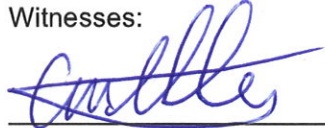
Name: Ozan Dokmecioglu
[the Lender]

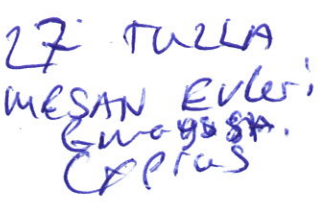
DocuSigned by:

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Name: Liam Williams
[the Borrower]

Witnesses:



Name: CHRISTOPHER MENKRET
Address: 

DocuSigned by:

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Name: Ahmet Ciftci
Address: Herondale House
Cuttinglye Road
Crawley Down
RH10 4LR