

LOAN AGREEMENT

€ 120,000

Date: November 5th, 2024

The undersigned, **Richard John Green**, a citizen of United Kingdom of Great Britain and Northern Ireland, with passport number 542034944, issued on 30.03.2017, with date of expiry 30.03.2027, residing at 124, Harbourside, FL02, TRIQ IL-Palazz L-Antik Tal-Gvernatur, Il-Birgu, CSP08, Malta ("**Borrower**"), promises to pay to **MK Gaming LLC**, a company registered under the laws of Georgia, with company incorporation number 402321411, with legal address at Uzhadze 111, building 2, Tbilisi, Georgia ("**Lender**"), the aggregate sum up to **€120,000 (one hundred and twenty thousand euro)**, together with accrued interest, pursuant to the terms of this Loan Agreement (the "**Agreement**").

FOR VALUE RECEIVED, Borrower, intending to be legally bound, hereby covenants, agrees, and acknowledges as follows:

1. Purpose. The Borrower hereby confirms that they will use the loan amount legally and strictly for the purpose of funding the Curaçao-based company Middle Kang B.V., where the Borrower serves as the ultimate beneficial owner.

2. Loan. Subject to and in accordance with this Agreement, its terms, conditions and covenants Lender agrees to make available to the Borrower starting from November 5th 2024 ("**Loan Date**") a euro credit, line facility in the aggregate sum up to **€ 120,000 (one-hundred and twenty thousand euro)** which will be granted by Lender immediately upon verbal requests of Borrower within **3 (three)** calendar days from the Loan Date in whole amount or in installments.

3. Terms. Borrower promises to pay the Lender, in lawful money of the above-mentioned currency, without demand, set off or deduction, the aggregate sum set forth above. This Agreement shall: (a) be made on an unsecured basis, (b) bear interest at a rate of **4 %** per annum, and (c) subject to Section 3, mature for both interest and aggregate sum at the end of **2 (two)** years from the date hereof.

4. Payments. Unless otherwise approved by Lender, all payments of aggregate sum and accrued interest under this Agreement shall be made in immediately available funds by wire transfer pursuant to the wire instructions provided by Lender no later than three business days prior to the payment date. Whenever any payment on this Agreement shall be stated to be due on a day which is not a business day, such payment shall be made on the next succeeding business day and such extension of time shall be included in the computation of the payment of interest of this Agreement.

5. Prepayments. Borrower may prepay this Agreement in full or in part at any time (with interest being paid before aggregate sum and without any penalty or premium) out of the available cash of Borrower.

6. Events of Default. Borrower shall be in default hereunder upon the first occurrence of any of the following events (each, an "**Event of Default**"): (i) if Borrower fails to pay the aggregate amount or interest or any other sum due hereunder on the applicable due date therefor and such failure continues for at least thirty (30) days after written notice from Lender; or (ii) if Borrower shall declare or become subject to any proceeding for bankruptcy or insolvency. Upon the occurrence of an Event of Default hereunder, Lender may, at its option, (i) by written notice to Borrower, declare the entire unpaid aggregate balance of this Agreement, together with all accrued interest thereon, immediately due and payable regardless of any prior forbearance, and (ii) exercise any and all rights and remedies available to it under applicable law.

7. Waivers. No delay on the part of Lender in exercising any of its options, powers or rights, and no partial or single exercise thereof, shall constitute a waiver thereof or of any other option, power or right. Lender shall not be deemed by any act or omission to have waived any such right or remedy or any default by Borrower hereunder unless such waiver is in writing and signed by Lender, and then only to the extent

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1

LENDER



specifically set forth in such writing. Any such waiver shall not be construed as a continuing waiver or as a bar to or waiver of any right or remedy with respect to any other default by Borrower.

8. Notices. All notices, requests, demands, directions, declarations and other communications provided for herein shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when received by the addressee if sent by a nationally recognized overnight courier or delivery service (receipt requested), or (c) three days after notice shall be deposited with the post office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address set forth on the signature page hereto (in the case of Borrower) or set forth above (in the case of Lender). Borrower and Lender may change their address for notice purposes by giving advance notice hereunder to the other parties in accordance with this Section 8.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Curacao.

10. Bank Details.

BORROWER:

Bank name: LLOYDS BANK INTERNATIONAL
Account name: LBIL International account
Account number: 75194960
BIC: LOYDGB2LXXX

LENDER:

Bank name: Bank of Georgia
Account name: MK Gaming LLC
IBAN: GE32BG0000000603378355
BIC: BAGAGE22

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written and signed on November 5, 2024.

BORROWER:

Richard John Green Guardian Corporation Curaçao BV

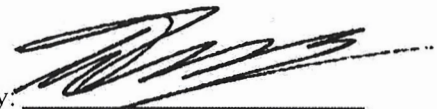
Board of directors obo
Middle Kang BV

"I certify that this is a true downloadable copy which
I have seen and compared to the original document"

Name: *Anton Kurochkin*
Phone: *+995 551 107624*
Date: *05.11.2024*
Signature: 
Capacity: *lawyer*

LENDER:

MK Gaming LLC



By: _____
Director of MK Gaming LLC
Bogdan Podilchuk