To:Cindy LaportaFrom:Rick GatesSent:Wed 9/16/2015 12:43:04 PMImportance:NormalSubject:Re: Loan doc?Received:Wed 9/16/2015 12:43:06 PMdmp telmar loan 2014.pdfATT00001.txt

cindyhere you go. let me know if you need anything else. thanks.



# LOAN AGREEMENT

# A LOAN AGREEMENT is made this 6<sup>th</sup> day of March, 2014

# BETWEEN:

**Telmar Limited**, a company registered under the laws of Cyprus, under Registration Number 243875, having its registered office address at **Example 1** Nicosia, Cyprus (hereinafter called "**the Lender**") on the other part,

# AND

**DMP International LLC**, a company registered under the laws of the United States,, having its registered address at Wilmington, DE 19801, (hereinafter called "the **Borrower**") on the one part,

**WHEREAS** the Borrower requires funds of an aggregate amount of USD \$900,000.00 (nine hundred thousand) (hereinafter "**the Loan**") for its business operations.

**AND WHEREAS** the Lender has agreed to make available to the Borrower and the Borrower has agreed to accept the Loan subject to and in accordance with the terms and conditions herein contained.

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises herein contained THIS AGREEMENT WITNESSETHAS FOLLOWS:

#### 1. Amount and Disbursement

- 1.1 Subject to and in accordance with the terms and conditions of this Agreement, the Lender agrees to advance to the Borrower and the Borrower agrees to accept the Loan from the Lender.
- 1.2 The Loan will be advanced by the Lender to such bank account as directed by the Borrower. Such bank accounts may be in the name of the Borrower or in the name of entities specified by the Borrower.

#### 2. Purpose

2.1 The proceeds of the Loan will be used by the Borrower solely for its business purpose.

#### 3. Repayment

3.1 The Borrower will repay the principal amount of the Loan and accrued interest thereon 30 days after receiving a written request for repayment by the ender.

#### 4. Interest

4.1 The Borrower shall pay interest on the outstanding amount of the Loan at the rate of 1.00% per annum.

# 5. Governing Law & Jurisdiction

5.1. The present Agreement shall be governed by and be construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have set their seals this 6<sup>th</sup> day of March,2014.

For and on behalf of the Lender: Telmar Limited

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For and on behalf of the Borrower: DMP Internatinoal LLC

In for the

INTER JURA CY (DIRECTORS) LIMITED

PIRECTOR

> On Sep 16, 2015, at 8:01 AM, Cindy Laporta <cindy.laporta@kwccpa.com> wrote:

>

- > Hi Rick,
- > Please send me the loan documents as soon as possible.
- > Thanks,
- > Cindy
- >
- > Sent from my iPhone