

## **DEBT DISCHARGE AND RELEASE PROTOCOL**

### **1. PARTIES**

- 1.1. MEDMAR MERMER MADENCİLİK SANAYİ VE TİCARET ANONİM ŞİRKETİ**, a company organized under the laws of Turkey, with its registered office at Müselles Sokak Santa İş Merkezi No.6 Kat.9 Esentepe – İstanbul / Turkey (hereinafter referred to as “MEDMAR”) and
- 1.2. MARCHROME MINING AND TRADING LTD.**, a company organized under the laws of Hong Kong, with its registered office at Two Chinahem Plaza 18 th Floor 68, Connaught Road Central Hong Kong (hereinafter referred to as “MARCHROME”).

### **2. PURPOSE OF THE PROTOCOL**

The purpose of this Protocol is the discharge of the debts owed to MARCHROME in connection with the commissions arising from the sale of MEDMAR products in India and the mutual release of the parties.

### **3. THE AMOUNT OF THE DEBT OWED TO MARCHROME BY MEDMAR AND THE METHOD OF DISCHARGING THIS DEBT**

- 3.1.** MARCHROME has acted as an intermediary for the sale of MEDMAR’s products in India based on the commission agreement that it entered with MEDMAR, and the accumulated amount of the debt owed to MARCHROME by MEDMAR thereunder is TL 4,339,949.78 (four million three hundred and thirty nine thousand nine hundred and ninety four Turkish Liras and seventy eight Kurus) as of December 31, 2012.
- 3.2.** In order to discharge this debt, MEDMAR has endorsed and delivered to MARCHROME the following bonds in its accounts that were issued in favor of the following persons with the maturity dates mentioned below. The photocopies of these bonds are attached to this Protocol.

<b>Debtor</b>	<b>Maturity Date</b>	<b>Amount (TL)</b>
Koper Can Berberoğlu	June 1, 2013	1,860,101.47
Rudi Erol Berberoğlu	June 30, 2013	1,862,000.00
Toros Cihanoğlu	June 30, 2014	253,518.61
Toros Cihanoğlu	December 30, 2014	253,518.61
Koper Can Berberoğlu	December 30, 2014	110,811.09
<b>TOTAL</b>		<b>4,339,949.78</b>

- 3.3.** The bonds will be paid to MARCHROME on their maturity dates by the relevant debtors, and MARCHROME shall not endorse these bonds to any third party or claim any payment from MEDMAR either under these bonds or apart from these bonds. This endorsement prohibition is also mentioned on the bonds.

3.4. The delivery of the bonds constitutes the full discharge of the debt and neither MARCHROME nor MEDMAR has any debt, receivable or claim against or from each other, and therefore they declare that they unconditionally and irrevocably release each other.

4. **FINAL PROVISION**

This Agreement that consists of (four) sections has been signed by the parties on December 31, 2012.

**Appendix: The photocopies of the bonds endorsed to MARCHROME by MEDMAR.**

**MARCHROME MINING AND TRADING LTD.**

**MEDMAR MERMER MADENCILIK SAN.  
VE TIC. A.S.**

