

Loan Facility Agreement

THIS AGREEMENT is entered into between; of (*to be defined*) represented by, AND of represented by (the “Agreement”).

Preamble

(A), is a public company incorporated in under registered number with its registered office in, (the “Borrower”) and interested in obtaining a credit line facility from Lender for reasons of investment into project development.

(B) of a public company in under registered number with its registered office at (the “Lender”).

(C) of a public company in under registered number with its registered office at agrees to become a party to this Agreement as guarantor (the “Witness”) as defined in Clause 5 of this Agreement.

Lender, Borrower and Guarantor (the “Parties”) and Witness therefore agree as follows:

1 .Subject Matter of the Agreement

1.1 Subject to the terms and conditions set forth in Clause 3 of this Agreement, the Lender shall grant a loan in the amount of € 000'000.00 (Euro in words) to the Borrower (“Immediate Cash Loan”)

1.2. Subject to the terms and conditions set forth in Clause 4 of this Agreement, the Lender agrees to grant loans (each such loan, a “Loan”) to the Borrower from time to time, on any Business Day during a period as defined in Clause 4; provided, however, that after giving effect to any borrowing, the total outstandings shall not exceed the limit of € 000'000.00 (Euro in words) (the “Credit Line”).

1.3. The funds transferred to the Borrower in accordance with this Agreement shall be used for financing of the deposit for the purchase of [REAL ESTATE] in the amount of € 000'000 million Euros (Euro in words) as agreed with Lender.

1.4. All payments under this Agreement shall be done in Euro (EUR) currency. Exchange Rates shall be defined on a daily base upon demand of the tranche of money is needed. For reasons of this Agreement a “Banking Day” means any day on which commercial banks are open for business in, references under this Agreement as to time or date refer to Central European Time (CET).

2. Immediate Cash Loan

2.1. Under this Clause 3, the Lender shall make available to the Borrower the Immediate Cash Loan in the amount of € 000'000.00 (Euro in words) within three (3) banking days after Arrangement Fee Date. The Lender shall notify in writing via fax or email to the Borrower within such period that the Immediate Cash Loan is available for disbursement.

2.2. The Borrower shall notify to the Lender the request for disbursement of the Immediate Cash Loan (the “Immediate Cash Loan Request”) in writing via fax or email. The Immediate Cash Loan Request shall specify the date of issuance of such Immediate Cash Loan Request, the preferred date for disbursement and the banking details of the Borrower. The Immediate Cash Loan Request shall be deemed to be received by the Lender the Banking Day following the date of issuance stated in such Immediate Cash Loan Request.

2.3. The Lender shall transfer the Immediate Cash Loan to the Borrower in accordance with the Immediate Cash Loan Request. In case the Immediate Cash Loan Request does not specify a preferred date for disbursement, the Immediate Cash Loan shall be disbursed within three (3) Banking Days upon receipt of the Immediate Cash Loan Request.

2.4. Upon Disbursement of the Immediate Cash Loan the Lender shall reimburse to the Borrower the Arrangement Fee together with the Immediate Cash Loan to the Borrower's accounts as stated in the Immediate Cash Loan Request. The Lender shall, upon execution of the transfer of the Immediate Cash Loan and the Arrangement Fee, promptly notify in writing via fax or email to the Borrower stating the date of execution of the transfer of the Immediate Cash Loan and the Arrangement Fee to the Borrower's account by attachment of a confirmation of the execution of such transfer.

2.5. The Parties agree that the Immediate Cash Loan shall be granted free of charge and agreed repayment of the sum of

2.6. The Parties agree that the Immediate Cash Loan shall be granted for a term of one (1) year starting with the date of execution of the transfer of the Immediate Cash Loan to the account of the Borrower (the “Immediate Cash Loan Term”).

2.7. After expiring of the Immediate Cash Loan Term, the Borrower may request in writing by fax or email the Lender to assign the Lender’s rights in connection with the Immediate Cash Loan to a third person, either individual or entity, specified by the Borrower; and that upon such assignment the Borrower shall be released and discharged from all obligations by the Lender in relation with the Immediate Cash Loan. The Lender agrees to assign his rights immediately upon receipt of such request of the Borrower.

2.8. In case the Lender, for whatsoever reason, does not execute the transfer of the Immediate Cash Loan in accordance with this Clause 3., the Lender shall be obliged – and expressly agrees – to reimburse the Arrangement Fee to the Borrower, within five (5) Banking Days after expiration of the six (6) weeks term according to Clause 3.1..

3. Credit Line

3.1. Under this Clause 4, the Lender establishes in favour of the Borrower the Credit Line in a total amount of € 0.00 (Euro in words) (the “Commitment Amount”).

3.2. Subject to and in accordance with the provisions of this Agreement and this Clause 4, the Lender agrees to make disbursements under the Credit Line, and Borrower may draw upon and borrow, in the manner and upon the terms and conditions expressed in this Agreement, amounts that shall not exceed in the aggregate, at any one time outstanding, the Commitment Amount.

3.3. The Lender shall disburse the Commitment Amount to the Borrower in one or more tranches, subject to request of the Borrower in accordance with this Clause 4; each such tranche requested by Borrower hereafter referred to as a “Tranche” or “Loan”.

3.4. The Lender shall establish the Credit Line during a period starting two (2) weeks after Arrangement Fee Date and with a term of twelve (12) months, therefore ending one (1) year after Arrangement Fee Date (the “Credit Availability Period”).

3.4. From time to time during the Credit Availability Period the Borrower may present to the Lender one or more requests in writing via email or fax for disbursement of a Tranche (each a “Credit Tranche Disbursement Request”). The Credit Tranche Disbursement Request shall specify the

- (i) the amount under the Credit Line to be disbursed by the Lender to the Borrower;
- (ii) the preferred date of disbursement

(iii) the banking details of the Borrower

3.5. The Lender shall transfer the Tranche subject to the Credit Tranche Disbursement Request to the Borrower in accordance with such Credit Tranche Disbursement Request. In case the Credit Tranche Disbursement Request does not specify a preferred date for disbursement, the respective Tranche shall be disbursed within five (5) Banking Days upon receipt of the Credit Tranche Disbursement Request.

3.6. The Borrower shall pay interest on the outstanding principal balance of the Credit Line at a rate of 8 % per month, which interest shall be payable monthly at the last Banking Day of each month. This interest rate is not negotiable at all.

3.7. The Parties agree that the Loans under the Credit Line shall be granted for a term of one (1) year starting with the [DATE] of the year 20.... first day starting. Credit Availability Period falls in (the "Credit Line Term"). An extension of Credit Line Term is discussed and can be determined between the parties thereafter.

4. Guarantee

The Parties agree, and the Guarantor expressly accepts, that the Guarantor will guarantee the repayment of the Arrangement Fee according to Clause 3.4. and 3.8. of this Agreement to the Borrower in addition to the Lender as joint and several debtor as stipulated by Article of the Austrian governed law.

5. Governing Law, Language, Settlement of Disputes

5.1. The Parties agree that this Agreement and the arbitration agreement of clause 6.2 below shall be governed by, construed and enforced in accordance with Swiss law.

5.2. The Parties agree that any dispute arising from and with reference to their legal relationship contemplated in this Agreement; the Loan Agreement; and with reference to the validity, nullity, enforceability and interpretation of this arbitration clause, shall be exclusively submitted for resolution and decision to an arbitration panel to be composed of three members in accordance with the Rules of International Arbitration of the Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The seat of the arbitration shall be with the Chamber of Commerce in Paris. The arbitral proceedings shall be conducted in English language and in accordance with said Rules of International Arbitration of the Paris Chambers of Commerce.

6. Duration, Termination

The Parties agree that the loans granted to the Borrower under this Agreement shall have the terms as regulated in Clause 2.6. and 3.7..

The Borrower shall repay to the Lender after expiration of the terms defined in Clause 2.6. and 3.7. the then outstanding balance of the Immediate Cash Loan and the Credit Line in the books of the Lender.

7. Miscellaneous

7.1 The Parties agree that all notices which are required to be given hereunder or in relation to the Loan Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or in any such other address as the recipient may designate by notice given in accordance with the provisions of this clause.

For the Lender:

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.....,

Tel: +00 (0)

Fax: +00 (0)

attn.

For the Borrower:

.....

.....,

Tel: +00 (0)

Fax: +00 (0)

attn.

7.2. If not otherwise notified in accordance with this Agreement, all transfers, disbursements or reimbursements are to be effectuated

as to the Lender:

Account number:

Sort code:

BIC:

IBAN:

as to the Lender:

Account number:

Sort code:

BIC:

IBAN:

7.3. Assignment

The Parties agree that assignment of this Agreement or its parts, if not otherwise determined in this Agreement, shall not be permitted, except to subsidiary or associate entities of that Party and with the prior written consent of the other Party to this Agreement. The Parties agree that each such transfer shall be deemed null and void and shall represent a breach of this Agreement.

7.4. Severability

7.4.1. The Parties agree that notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

7.4.2. The Parties agree that if any of the provisions of this Agreement shall be declared or become null and void or be held invalid or unenforceable, such void, invalid or unenforceable provision, as the case may be, shall immediately be replaced by another provision to be agreed upon by the Parties, valid in form and substance and which shall in a legally correct manner accomplish as completely as possible the purpose and intent of the void, invalid or unenforceable provision with regard to the interests of the Parties.

7.5. Amendments

7.5.1. The Parties agree that this Agreement shall replace and supersede all written and oral arrangements of the Parties hereto regarding their scope and subject matter.

7.5.2. The Parties agree that no amendment of this Agreement shall be adopted or deemed being adopted until the Parties hereto approve it in written.

Place, Date

The Lender The Borrower

The Guarantor The Witness