

LOAN AGREEMENT

This Loan agreement, hereinafter the "Agreement", is signed on the __, 20__ in _____, Georgian law by and between:

_____, a legal entity founded and existing under the laws of _____, hereinafter the "Lender", represented by _____, acting as _____ on the basis of the _____, as the party of the first part,

and

_____, a legal entity founded and existing under the laws of Georgia, registered on _____, state registration number _____, tax-payer identification number _____, tax code _____ hereinafter "Borrower", represented by _____, acting as _____ on the basis of the _____, as the party of the second part, hereafter referred to as "Parties"

1. SUBJECT OF THE AGREEMENT

1.1. In accordance with terms and provisions set forth herein the Lender shall make a loan to the Borrower in ----- (_____) Euro (hereinafter the "Loan"). The Borrower undertakes to accept the Loan and to repay to the Lender all received principal amount of the Loan and all accrued interest thereon within the period of time stipulated herein.

1.2. The Borrower shall obtain the registration/permission for the operation provided hereunder as required under applicable currency control regulations of the Central Bank of the Georgian.

1.3. The purpose of granting of the Loan – to provide to the Borrower possibility of realization of economic activities.

1.4. Interest on all amounts outstanding under the Loan shall accrue daily and be calculated by the Lender at an annual rate of __%.

1.5. The date of the disbursement of the principal amount of the Loan or any portion of it shall be considered the date of crediting a respective amount to the bank account of the Borrower in an authorized Georgian National bank.

1.6. Amount drawn down pursuant shall be repaid in full by the Borrower up __.__.__ inclusive.

1.7. The Borrower shall be entitled to prepay the received amount of the Loan and all accrued interest thereon.

2. COMMITMENT PERIOD

2.1. The Loan will be available for the period (the "Commitment Period") from the date hereof up __.__.__ inclusive.

3. DESIGNATED BANKS

3.1. All payments and settlements under this Loan Agreement shall be effected through the Parties' bank

accounts which shall be specified by each Party.

3.2. As on the date of execution hereof the Borrower has the following bank account in Euros:

Banking details:

4. FORCE MAJEURE

4.1. The Parties shall not be held liable for failure to fulfil obligations hereof in part or in full if such non-performance is the result of force majeure circumstances, occurred after execution of the Loan Agreement, which a Party could neither foresee nor prevent by any reasonable means.

4.2. Force majeure shall mean circumstances beyond reasonable control of the Parties including actions of state and/or municipal agencies, adoption of laws of prohibitive character, wars, disturbances, strikes, as well as acts of God (floods, fires, earthquakes, epidemics, landslides, etc) which result in impossibility to perform obligations hereunder.

4.3. In case of force majeure preventing any of the Parties hereto from performance of its obligations hereunder, such Party shall be released from liability for non-performance of obligations which was the result of force majeure, provided that such Party shall immediately notify the other Party in writing on occurrence of force majeure circumstances.

4.4. In case force majeure lasts for more than 2 months, any of the Parties shall be entitled to terminate the Loan Agreement upon notifying the other Party with this respect in writing 30 calendar days in advance.

For the full text of the contract, contact to Attorney at law Guram Kontuadze tel / viber / whatsapp +995591976764 e-mail: guram.kontuadze@gmail.com site: www.advokontu.ge



