

BUSINESS FINANCE LOAN AGREEMENT

This Business Finance Loan Agreement (“Agreement”) is made and entered into on thisday of 20(.)

BY & BETWEEN

_____, a company duly incorporated under the laws of the Emirate of the United Arab Emirates (UAE), whose principal address is at _____ (hereinafter referred to as the “Lender”);

AND

_____, whose principal address is at _____ UAE, (hereinafter referred to as the “Borrower”)

Preamble

1. Whereas, the Borrower has requested and the Lender has agreed to grant the Loan for the business finance purpose specified in Schedule (A) annexed hereto, subject to the terms and conditions of this Agreement;
2. Whereas, the Lender and the Borrower have agreed that the following terms and conditions under this Agreement as amended from time to time shall govern the relationship between the Lender and the Borrower with respect to such Loan;
3. Whereas, the signature/initials of both parties affixed herein below shall be confirmation of them having read, understood, and accepted this Agreement and the terms and conditions contained therein;

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement, the following words and expressions shall have the following meanings:

“**Borrower’s Account(s)**” means the account(s) of the Borrower maintained with the Lender at the time of granting of the Loan for disbursing by the Lender of the Loan amount specified under Schedule (A) attached hereto.

“**Business Day**” means a day when lenders are open for business in the United Arab Emirates.

“**Default Interest**” means such percentage per month above the Interest Rate as specified under Schedule (A).

“**Encumbrance**” means any mortgage, charge, pledge, lien, hypothecation, assignment, credit support agreement, security interest or other encumbrance securing any obligation of any person.

“Event of Default” has the meaning set forth in clause 8.1 of this Agreement.

“Interest Rate” is the rate specified under Schedule (A) annexed hereto.

“Loan” means the funds disbursed by the Lender to the Borrower pursuant to the terms and conditions of this Agreement for the business finance purpose referred to under Schedule (A) annexed hereto and in the amount specified under the same Schedule (A).

“Offer Letter” means the Business Finance Loan Offer Letter issued and signed by the Lender and signed and accepted by the Borrower and specified and referred to under Schedules (A) and (B) of this Agreement.

“Permitted Encumbrance” means:

- (a) any Encumbrance in favour of the Lender created pursuant to this Agreement;
- (b) any Encumbrance arising solely by operation of law (or by an agreement evidencing the same) and in the ordinary course of its business;
- (c) any netting or set-off arrangements entered into by the Borrower in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
- (d) any Encumbrance existing and notified in writing by the Borrower to the Lender prior to the date of this Agreement; and
- (f) any Encumbrance created with the prior written consent of the Lender.

“Principal Amount” means the aggregate amount of the Loan outstanding from time to time.

“Schedule (A)” means the schedule (A) annexed hereto, which forms an integral part of this Agreement, which stipulates specific details/particulars of the Loan.

“Schedule (B)” means the schedule (B) annexed hereto, which forms an integral part of this Agreement, which lists certain conditions precedent to the granting of the Loan (in addition to the conditions precedent referred to under clause (4) hereunder) and which are required to be provided/fulfilled by the Borrower.

“Security” means the security/collateral/ support specified in Schedule (B) granted in favour of the Lender as a security for the repayment of the Loan and provided in form and substance acceptable to the Lender.

“Special Provisions” means the terms and conditions, if any, detailed in Schedule (A), which the Borrower acknowledges and agrees to abide with.

“Taxes” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest).

2. INTERPRETATION

2.1 The Preamble and the Schedule(s) to this Agreement shall form an integral and inherent part of this Agreement, and altogether shall be read as one document.

2.2 Unless inconsistent with or a contrary intention clearly appears from the context, words importing:

- (a) any reference to gender includes the other genders;
- (b) any reference to singular includes the plural and vice versa; and
- (c) words denoting individuals include entities and vice versa.

2.3 Headings are for the purpose of convenience only and shall not be taken into account in the interpretation of or modify the terms of this Agreement.

3. THE LOAN

3.1 The Lender hereby agrees, subject to the terms and conditions of this Agreement, to grant the Loan to the Borrower, and the Borrower hereby agrees to the terms and conditions of the Loan.

3.2 Upon approval by the Lender to grant the Loan to the Borrower as per the terms and conditions of this Agreement, the Lender shall credit/transfer the Loan amount stated under Schedule (A) in/to the Borrower's Account.

4. CONDITIONS PRECEDENT

4.1 The obligation of the Lender to grant the Loan under the terms and conditions stated herein is subject always to the non-occurrence of an Event of Default hereunder and is subject to the Lender having received the evidence, requirements or documents listed in Schedule (B) in a form satisfactory to the Lender and the Borrower fulfilling all of its obligations hereunder, including without limitation, its obligations:

- (i) to sign and deliver this Agreement; and
- (ii) to provide all constitutive and other documents requested by the Lender; and
- (iii) to provide power of attorney(ies) and/or board of directors or managers resolutions and/or partners/shareholders' resolutions approving/accepting the Loan and authorizing a manager/director/officer of the Borrower to sign this Agreement and all related documentation; and
- (iv) to provide the Security in form and substance acceptable to the Lender; and
- (v) to pay all fees (including processing fees), charges, commissions and other monies due and payable to the Lender under or in connection with this Agreement; and
- (vi) to provide to the Lender such other consents, approvals, opinions or documents as the Lender may request.

4.2 The obligation of the Lender to grant the Loan to the Borrower is subject to the further condition precedent that on the date of transfer of the Loan amount stated under Schedule (A) to the Borrower's Account no event has occurred or is continuing which constitutes, or which will with the passage of time constitute, an Event of Default.

5. REPAYMENT, PRE-SETTLEMENT AND INTEREST

- 5.1 The Loan shall be repaid by the Borrower in instalments on the due dates and in the amounts stated in Schedule (A).
- 5.2 Interest will be charged on the Principal Amount at the Interest Rate until the Loan has been repaid in full. Interest shall be calculated on a daily basis and on the basis of the actual number of days elapsed and a 360-day year. Interest will be paid at the rate and in the manner set forth in Schedule (A).
- 5.3 Without prejudice to the Lender's other rights under this Agreement and the applicable laws, in the event of a failure by the Borrower to make any payment hereunder in full on its due date, the Borrower hereby acknowledges and agrees to pay a Default Interest on the amount not paid from the date such payment is due until payment of the same is made in full.
- 5.4 Where the Interest Rate is calculated by reference to a base rate or reference rate, if at any time the Lender, in its sole discretion, considers that the cost to the Lender of maintaining the Loan exceeds such base rate or reference rate, the Borrower irrevocably agrees and acknowledges that the Lender may, by notice to the Borrower, use an alternative calculation in order to determine the Interest Rate, expressed as a percentage rate per annum (plus any applicable margin or spread).
- 5.5 In case of partial settlement or pre-settlement of the Loan, the Borrower shall pay the Lender the early settlement fees mentioned under Schedule (A) to be levied on the amount being prepaid in case the Loan or any part thereof is pre-settled.

6. BORROWER'S REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Lender that:

- 6.1 it is an entity duly licensed and existing under the laws of the United Arab Emirates with power to enter into this Agreement and to exercise its rights and perform its obligations hereunder; and
- 6.2 it is competent and fully authorized to issue such declarations, confirmations, agreements and undertakings for the purposes of borrowing/availing of the Loan and proper performance of this Agreement; and
- 6.3 it does not know of any matter or thing which may in any way prevent or restrict the Borrower from entering into or fulfilling its obligations under this Agreement or any of the documents referred to in this Agreement, and that this Agreement constitutes the legal, valid and binding obligations of the Borrower and is enforceable in accordance with its terms; and
- 6.4 the execution, delivery and performance of this Agreement and the documents referred to in this Agreement do not and shall not violate any mortgage, deed, contract or other undertaking to which the Borrower is a party or which is binding upon it or any of its assets and shall not (save as contemplated herein) result in the creation or imposition of any charge or any other encumbrance whatsoever of any of its assets; and

6.5 it has assets that exceed in value its liabilities, is able to pay its debts as they fall due and has reasonable capital to carry on its business; and

6.6 it is not in breach of or default under any agreement to which it is a party and which is binding on it or any of its assets to an extent or in a manner that would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement; and

6.7 no Event of Default has occurred and is continuing; and

6.8 no legal proceedings have been commenced or, to its knowledge are threatened against the Borrower, which would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement; and

6.9 no legal proceedings are contemplated by the Borrower or as far as the Borrower is aware are pending or threatened for the purpose of dissolving, liquidating or reorganizing the Borrower; and

6.10 all information supplied to the Lender in contemplation or for the purpose of this Agreement or the Loan was true and accurate in all material respects as at the date the information was supplied and did not omit anything material and no change has occurred since that date and the date hereof which renders the same untrue or misleading in any material respect, and all projections and statements of belief and opinion given by the Borrower to the Lender were made honestly and in good faith after due and careful inquiry; and

6.11 all such letter(s) of authorities/power(s) of attorney, if any, executed by the Borrower in favour of any person(s) and which is/ are submitted to the Lender, is/are valid, subsisting and has/have not been revoked by the Borrower; and

6.12 it does not have any immunity from (i) judicial proceedings, (ii) attachment of debts to its properties or assets or (iii) execution of judgment under the laws of the United Arab Emirates (including, for the avoidance of doubt, the laws of any Emirate thereof); and

6.13 it hereby acknowledges and concedes that the Lender's books and accounts shall be the sole evidence of the sums due or for which the Borrower is bound to pay in respect of the Loan and this Agreement, and the Borrower also specifically waives any right to challenge the correctness of these records.

6.14 in the event the Loan is granted to more than one Borrower, the Borrowers shall jointly and severally be responsible and liable to the Lender in respect of all monies due under this Agreement and all the terms and conditions of the Loan and this Agreement shall apply to the Borrowers jointly and severally.

7. BORROWER'S COVENANTS

The Borrower undertakes and covenants with the Lender that from and after the date hereof and for so long as any amount remains outstanding hereunder, it shall:

- 7.1 observe and perform all its obligations and undertakings under this Agreement; and
- 7.2 utilize the Loan for the purpose stated in Schedule (A); and
- 7.3 be bound by the Security given to the Lender as security for the Loan and not to sell, transfer, assign and/or dispose of in any way whatsoever the assets subject to the Security; and
- 7.4 not create or permit to subsist any Encumbrance over the assets of the Borrower subject to the Security, other than Permitted Encumbrances; and
- 7.5 notify the Lender forthwith upon the occurrence of an Event of Default or any event which with the giving of notice or the lapse of time might constitute such an Event of Default; and
- 7.6 provide the Lender with a written notice upon the occurrence of any material adverse change in its business, assets, affairs, financial condition or stability; and
- 7.7 comply with all regulations and by-laws from time to time imposed by any competent authority or authorities in respect of the conduct of the Borrower's business; and
- 7.8 not make, unless the Lender otherwise agrees, any substantial change to the general nature or scope of the Borrower's business from that business as is contemplated by this Agreement; and
- 7.9 not, either in a single transaction or in a series of transactions, whether related or not and whether voluntarily or involuntarily, sell, transfer, grant or lease or otherwise dispose of all or any substantial part of its assets; and
- 7.10 not without the prior written consent of the Lender, change its ownership or legal status or take any steps to alter the liability of the Borrower to the Lender; and
- 7.11 furnish the Lender with such other information, documents and records relating to the financial condition and operations of the Borrower as the Lender may from time to time reasonably require; and
- 7.12 furnish the Lender with copies of the renewed source documents of the Borrower including but not limited to the trade license, chamber of commerce and industry certificate, passport, UAE ID, and visa copies of the Borrower's authorized signatories once renewed; and
- 7.13 permit the Lender or any of its employees or any person authorized by the Lender to enter the offices/premises of the Borrower at all reasonable hours to review the accounting books and records of the Borrower; and

7.14 duly pay and discharge all Taxes, assessments and governmental charges for which the Borrower is liable on the due date for the payment thereof; and

7.15 check all notifications of amounts owing to the Lender received from the Lender. If within one week of the date of dispatch of any notice or statement from the Lender to the Borrower's address (as it appears in the records of the Lender) no objection has been received from the Borrower, then any amount shown therein shall be considered correct and the fact that no communication has been received from the Borrower shall subject to any manifest error on the part of the Lender, be confirmation of the correctness of such amount and the Borrower may not thereafter raise any objection in respect of any such notice or statement. The Borrower acknowledges that the Lender has no duty to provide statements to the Borrower stating the outstanding balance of the Loan, and it is solely and entirely the responsibility of the Borrower to make such a request; and

7.16 under the applicable laws of the UAE, the claims of the Lender against the Borrower under this Agreement will be equal to or preferential over the claims of the Borrower's unsecured creditors save those whose claims are preferred solely by any bankruptcy, insolvency, liquidation, or other similar laws of general application; and

7.17 pay all fees and expenses, including but not limited to legal fees, associated with this Agreement and do such further acts and execute and deliver such further documents, instruments and assurances as may be necessary or as the Lender may from time-to-time reasonably request for the assurance and the maintenance of the rights of the Lender hereunder including the Security; and

7.18 irrevocably cover the shortfall on any payment due hereunder from the Borrower's other own sources in case of shortfall in the value of the assets subject to the Security; and

7.19 route any ancillary business of the Borrower to the Lender or its associated companies as and when available; and

7.20 authorise the Lender, but without obliging the Lender, to arrange at the Borrower's cost for insurance cover (by means of an insurance policy) on the lives of the owner(s)/proprietor(s) or authorized signatory (keyman) of the Borrower during the term of the Loan and for the amount of the Loan and declare the Lender as a beneficiary thereunder. The Borrower also understands and agrees that the proceeds of such insurance policy shall be used by the Lender to settle the Loan amount plus interest, fees and charges; and

7.21 execute all such documents, declarations, confirmations, agreements and/or undertakings which may be required by the Lender for the purposes of the Loan, the Security or this Agreement; and

7.22 authorize the Lender to change or amend the terms and conditions of the Loan, including but not limited to changes in the Interest Rate, fees, tenor, installment amount etc., which may be made by the Lender at its sole discretion at any time during the tenor of the Loan after giving the Borrower an advance notice in that regard and the Borrower irrevocably agrees and accepts that any such changes or amendments will be considered as an integral part of this Agreement and binding on the Borrower; and

7.23 adequately service the account on which the repayment cheques referred to under Schedule (B) are drawn with sufficient balance to honour the repayment of the monthly Loan installments as per the frequency detailed under Schedule (A).

8. DEFAULT & EVENTS OF DEFAULT

8.1 Where any of the events of default should occur as listed in clause 8.2 hereof (each, an “Event of Default”), the Lender may, at its sole discretion, declare the entire Principal Amount to be immediately due and payable whereupon the entire Principal Amount together with accrued interest thereon, Default Interest and all other sums due hereunder shall become payable until such Event of Default is cured to the satisfaction of the Lender, without further presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower.

8.2 The occurrence and continuation of any of the following events shall constitute an Event of Default:

8.2.1 any failure of the Borrower to pay when due, whether at stated maturity or by way of acceleration or otherwise, (i) any amount payable under this Agreement or (ii) any other amount payable to the Lender; or

8.2.2 any representation, warranty or covenant made or implied by the Borrower herein proves to be or becomes at any time incorrect or inaccurate or is not complied within any respect; or

8.2.3 the Borrower is unable to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors or if it defaults under the terms of any guarantee and such default, in the opinion of the Lender, causes a material adverse effect in the ability of the Borrower to fulfill all or any of its obligations under this Agreement; or

8.2.4 any indebtedness of the Borrower is not paid when due or within any applicable grace period or becomes due prior to its stated maturity (and, in the case of a guarantee or an indemnity, is called and is not paid on demand); or

8.2.5 any of the Security or any other rights of the Lender hereunder cease to be in full force and effect or if the Borrower assigns or transfers any or all of the assets subject to the Security to any person or entity; or

8.2.6 the Borrower becomes insolvent or initiates proceedings to obtain the benefit of any bankruptcy or other law relating to bankruptcy, liquidation, insolvency, reorganization or relief of debtors, or a moratorium is declared with respect to payment of debts (principal or interest) of the Borrower or a receiver, liquidator, trustee or similar officer is appointed in respect of the Borrower or all or a substantial part of the Borrower's revenue or assets; or

8.2.7 there is a material adverse change which would impact upon the financial condition of the Borrower on the basis of which the Lender concludes that the Borrower will be unable to perform and observe its obligations under this Agreement or any document referred to herein; or

8.2.8 the occurrence of adverse market conditions and/or a deterioration of the value of the assets subject to the Security which in the opinion of the Lender will cause a material adverse effect in the ability of the Borrower to perform and observe its obligations under this Agreement or any document referred to herein; or

8.2.9 any change in the ownership or the legal form or structure of the Borrower without the prior written consent of the Lender.

8.3 In the event that the Principal Amount shall be declared due and payable in accordance with the provisions of clause 8.1 hereof, the Lender shall be entitled to enforce the Security and to claim the full Principal Amount, interest and all other amounts outstanding. This right shall be without prejudice to any other rights available to the Lender pursuant to the laws of the United Arab Emirates or otherwise.

9. INDEMNITIES

9.1 The Borrower shall on demand indemnify the Lender and its respective parent companies, affiliates, officers, directors, employees, agents and counsel, without prejudice to any other right hereunder or otherwise, against any loss or expense which the Lender shall certify as sustained or incurred by any of them as a consequence of the occurrence of any Event of Default hereunder.

9.2 The Borrower shall forthwith on demand by the Lender pay to the Lender the amount of any increased cost incurred by the Lender as a result of the introduction of, any change of, or compliance with any law or regulation.

10. ASSIGNMENT AND BENEFIT

10.1 This Agreement shall be binding on the parties hereto and on their respective successors and assigns and shall inure for the benefit of each of them and their respective successors and assigns.

10.2 The Borrower may not assign, novate or transfer any of its rights and obligations under this Agreement without the prior written consent of the Lender. The Lender may assign or otherwise transfer all or any part of its rights, benefits or obligations under this Agreement. The Borrower shall execute such documents required to give effect to any such assignment or transfer as may be requested by the Lender.

10.3 The Lender may disclose information provided by the Borrower under or in connection with this Agreement to any party with whom the Lender is proposing to (i) assign or transfer this Agreement and/or any of the Lender's rights or benefits arising under this Agreement or (ii) enter into any kind of participation or other agreement or arrangement in relation to this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1 The laws of the Emirate of Abu Dhabi and applicable federal laws of the United Arab Emirates govern this Agreement.

11.2 For the benefit of the Lender, the Borrower agrees that the courts of the Emirate of Abu Dhabi shall have exclusive jurisdiction to settle any disputes in connection with this Agreement.

11.3 Nothing in this clause 11 limits the right of the Lender to bring proceedings against the Borrower in connection with this Agreement in any other court of competent jurisdiction, inside or outside of the UAE, or, to the extent allowed by law, concurrently in more than one jurisdiction.

12. SET-OFF

12.1 Any accounts of any kind or title currently opened or will be opened in the future in whatever currency in the name of the

Borrower with the Lender or any of its branches shall be securing each other and the Lender may set-off any amount due to the Lender from the Borrower from any funds of the Borrower with the Lender or any of its branches.

12.2 The Lender shall have the right to combine and consolidate any of the accounts held in the Borrower's name and/or set-off against any accounts in debit, all or any credit balances whatsoever and whether deposited in current account, saving account, call account or fixed deposit account and in whatsoever currency which the Lender may at any time hold for the Borrower's account at any of its branches and the Lender shall have the right to apply any and all funds or deposits of the Borrower (in an aggregate amount not exceeding the total amount outstanding from the Borrower to the Lender including accrued interest, fees and charges) held by the Lender or any of its branches within or outside the United Arab Emirates against the amount outstanding from the Borrower to the Lender including accrued interest, fees and charges. The Lender's right to combine, consolidate and of set-off shall be exercised at any time without notice to the Borrower or by simultaneously giving notice to the Borrower from time to time.

12.3 In the event that monies held by the Lender in the name of the Borrower are in a currency other than the currency of the Loan (the "Principal Currency"), the Lender shall have the option to convert at its own discretion such other currencies into the Principal Currency at the Lender's spot rate of exchange on that day as certified by it. If

the proceeds of the conversion do not settle the Borrower's outstanding liabilities in full, the Lender shall have the right to claim the balance from the Borrower immediately.

13. NOTICES

13.1 Any notice by one party to another under this Agreement shall be in writing and may be mailed, telexed, facsimiled or delivered to the other party at its address specified in this Agreement.

13.2 Any notice or demand to be made or delivered to a party under this Agreement shall, unless that party has specified another address or facsimile number by 10 days' written notice to the other party, be made or delivered at the address specified in this Agreement.

13.3 Any notice given by the Lender shall be deemed to have been received:

(i) if sent by facsimile transmission, when confirmation of a completed and uninterrupted transmission report has been obtained if transmitted during normal working hours of the Lender or, if after normal working hours, on the next Business Day;

(ii) in the case of a written notice given by hand, on the Business Day of actual delivery or the following Business Day if delivered after the normal business hours; and

(iii) if posted, on the third (3rd) Business Day following the day on which it was mailed, postage prepaid.

13.4 Any notice given to the Lender shall be deemed to have been given only on actual receipt.

14. GENERAL

14.1 All payments to the Lender hereunder shall be made free and clear of any present or future Taxes, withholdings, levies, duties or other deductions of whatsoever nature.

14.2 The Borrower must pay any Taxes which are payable in respect of this Agreement (including in respect of the execution, performance, release, discharge, amendment or enforcement of this Agreement).

14.3 Without limiting clause 14.2, the Borrower shall pay all stamp, documentary, notarial, registration or other similar duties or Taxes, including any penalties, additions, fines, surcharges or interest relating to those duties and Taxes, which are imposed or chargeable on or in connection with this Agreement.

14.4 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or un-enforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

14.5 No course of dealing nor any delay or omission in exercising any right or remedy shall be construed as a waiver of any right or remedy. Neither this Agreement nor any

provision hereof may be amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Lender.

14.6 Any demand, notification or certificate given by the Lender specifying amounts due and payable under this Agreement shall, in the absence of fraud or manifest error, be conclusive and binding on the parties to this Agreement.

14.7 Except as otherwise agreed, any payments by the Borrower under this Agreement shall be used first

towards payment of costs and expenses, then towards payment of interest, Default Interest (if any) and finally towards repayment of the Principal Amount.

14.8 Unless the context requires otherwise, all dates and periods referenced in this Agreement and all related documents shall be determined by reference to the Gregorian calendar.

14.9 The Lender shall have the right to delegate advocates and collection agents (inside the UAE or abroad) to follow up the collection of any amounts due to the Lender from the Borrower. The Borrower hereby authorizes the Lender to provide such advocates and/or collection agents, as the case may be, with any information or documents relating to the accounts of the

Borrower held with the Lender or any other bank or financial institution. The Borrower also agrees that the advocates and/ or collection agents shall have the right to take any appropriate action on behalf of the Lender for the purpose of carrying out their mission including the right to contact the Borrower.

14.10 This Agreement represents the entire agreement between the parties hereto in respect of the subject matter of the Loan, and supersedes all previous agreements between the parties hereto including the Offer Letter.

14.11 This Agreement may be executed in any number of counterparts, which execution shall have the same binding effect and force as if the signatures on the counterparts were on a single copy.

14.12 This Agreement is made in both the Arabic and English language and in the event of any contradiction between the two texts the text written in Arabic language shall prevail.

15. ENTIRE AGREEMENT

This agreement and security documents referenced herein embody the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof, and may be amended only by a writing signed on behalf of each party.

15.1 Governing Law. This Agreement and the Note shall be deemed contracts made under the laws of the _____, and shall be construed and enforced in accordance with and governed by the laws of the _____

15.2 Counterparts. This Agreement may be executed simultaneously in several counterparts, all of which together shall constitute one and the same instrument.

15.3 Expenses. Borrower shall pay for all fees associated with the Loan. The Borrower will pay reasonable legal fees for the preparation and/or review of documents by the Lender's designated attorneys and fees incurred in connection with the preparation and review of title opinions, if any, by Lender's designated attorneys.

15.4 Document Correction. Borrower agrees that, should any document be lost or misplaced, misstated, or inaccurately reflect the true and correct terms and conditions of the Loan, upon the request of the Lender, Borrower will comply with Lender's reasonable request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated, or inaccurate documents. Borrower agrees to comply with Lender's reasonable request to supply additional documentation and/or to pay Lender any additional sums previously disclosed to Borrower as a cost or fee associated with the Loan which for whatever reason was not collected at closing. Failure to comply with this paragraph shall be an Event of Default under the Note and the Security Documents, at the election of the Lender.

15.5 Waiver. Neither the failure nor any delay on the part of Lender to exercise any right, power or privilege herein or under any of the other Loan Documents will operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15.6 Jury Waiver. Borrower and lender hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute (whether based upon contract, tort or otherwise) between or among them arising out of or in any way related to this agreement, any other loan documents or any relationship between lender and borrower. This provision is a material inducement to lender to provide the financing described herein or in the other loan documents.

EXECUTED TO BE EFFECTIVE THE ___ DAY OF _____ (Month).

BORROWER:

By:

Signature:

LENDER:

By:

Name:

Title:

Signature: