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FINANCING CONTRACT
CO ESG FUND
[PARTNER]
&
[BORROWER]

FINANCING CONTRACT
CO-Number Date
Issue 2024



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Parties

(1) [Company] Address (the "Lender");
and

(2) [_____] of _____ (the "Borrower").

BACKGROUND

The parties will enter a Loan Contract dated _____ under which the Lender agreed to provide the Borrower with a loan facility of US\$_____ (Written number) as summarized below:

Type of Facility	Loan
Transaction Currency	US\$
Principal Amount	US\$000,000,000.00 (US Dollars)
Purpose	Construction of Multi-Family with ESG
Loan Drawdown	Bank Transfer via a closing meeting in City, State
Security / Collateral	Insurance Bond
Loan Duration	Twenty-Five (25) Years + Two (2) Year Grace Period
Interest Rate	4.5% per annum (fixed)

AGREED TERMS**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

The following definitions apply in this Contract.

Borrowed Money: any indebtedness of the Borrower

Business Day: a day other than a Saturday, Sunday or public holiday in Canada, USA and Turkey when banks are open for business.

Event of Default: any event or circumstance listed in clause 12.1 to clause 12.5.

Facility: the term loan facility made available under this contract.

Final Repayment Date: see loan repayment schedule in clause 7.

Loan: the principal amount of the loan made by the Lender to the Borrower under this Contract. Potential Event of Default: any event or circumstance specified in clause 13.1 to clause 13.3 that would, on the giving of notice, expiry of any grace period or making of any determination under this contract, or satisfaction of any other condition (or any combination thereof), become an Event of Default.



Repayment Date: each of the dates specified in clause 7 for repaying the Loan by instalments. Repayment Instalment: each scheduled instalment for the repayment of the Loan under clause 7.

Early Repayment: voluntary repayment request facilities are specified in clause 9.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect. In this case the security (Collateral) is the Insurance Bond.

US\$ (United States Dollars): the lawful currency of the transaction.

Total Facility Amount: the maximum principal amount of the Facility referred to in clause 2.

1.2 Interpretation

In this Contract:

(a) clause, Schedule and paragraph headings shall not affect the interpretation of this Contract; (b) a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);

(c) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Contract shall be binding on, and ensure to the benefit of, the parties to this Contract and their respective personal representatives, successors, permitted assigns and permitted transferees;

(d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

(e) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;

(f) a reference to a time of day is to The Borrower time;

(g) a reference to writing or written includes fax and email;

(h) an obligation on a party not to do something includes an obligation not to allow that thing to be done;

(i) a reference to this Contract (or any provision of it) or to any other agreement or document referred to in this Contract is a reference to this Contract, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Contract) from time to time;

(j) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Contract and a reference to a paragraph is to a paragraph of the relevant Schedule;



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- (k) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (l) a reference to a document in agreed form is to that document in the form agreed by the Lender and the Borrower and initialed by or on their behalf for identification;
- (m) a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- (n) a reference to assets includes properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an authorization includes an approval, authorization, consent, exemption, filing, license, notarization, registration and resolution;
- (p) a reference to a certified copy of a document means a copy certified to be a true, complete and up-to-date copy of the original document, in writing and signed by a director or the secretary of the party delivering the document;
- (q) a reference to continuing in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (r) a reference to determines or determined means, unless the contrary is indicated, a determination made at the discretion of the person making it;
- (s) a reference to a disposal of any asset, undertaking or business includes a sale, lease, license, transfer, loan or other disposal by a person of that asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions);
- (t) a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organization.

1.3 Schedule

The Schedule forms part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedule.

2. THE FACILITY

The Lender grants to the Borrower a loan facility of a total principal amount not exceeding US\$000,000,000.00 (Number USDollars) on the terms, and subject to the conditions, of this Contract.



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3. PURPOSE

3.1 The Borrower shall use all money borrowed under this Contract for Construction of Multi- Family with ESG.

3.2 Without affecting the Borrower's obligations in any way, the Lender is not obliged to monitor or verify how any amount advanced under this Contract is used.

4. CONDITIONS PRECEDENT

4.1 The Borrower shall give notice to draw the Loan immediately the Lender has received all

the required application documents satisfactorily and upon signing of this Contract by both parties. The Lender agrees that it has received all required documents and evidence.

4.2 The Lender's obligation to make the Loan was subject to the further conditions precedent that, on both the date of the notice to draw down the Loan and the proposed drawdown date of the Loan:

(a) the representations and warranties in clause 11 were true and correct in all material respects and will be true and correct in all material respects immediately after the Lender made the proposed Loan; and

(b) no Event of Default or Potential Event of Default was continuing or would result from the proposed Loan.

4.3 The conditions specified in this clause 4 were inserted solely for the Lender's benefit. The Lender may waive them, in whole or in part and with or without conditions, without prejudicing the Lender's right to require subsequent fulfilment of such conditions.

5. DRAWDOWN

5.1 Loan Drawdown shall be facilitated by the Lender to the Borrower at a physical closing meeting in Istanbul, Europe This physical closing meeting is mandatory, because the Lender can not disburse Loan to the Borrower without an initial physical meeting.

5.2 The Loan Drawdown physical closing meeting will take between 2-3 business days.

5.3 Both parties would agree on the date for the Loan Drawdown physical closing meeting.

6. INTEREST

6.1 The Borrower shall pay interest on the Loan at the rate of 4.5% fixed per annum.

7. REPAYMENT

The Borrower shall repay the Loan as tabulated below



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00 Month Year – 00 Month Year	US\$0,000,000.00 payable on every 00 Month
Total Repayment	US\$000,000,000.00
Total Interest	US\$00,000,000.00

8. COSTS

8.1 Insurance Bond Fee attracts a cost of \$000,000.00 (Number US Dollars)

8.2 The Insurance Bond Cost shall be deducted from the Loan during the Loan Drawdown.

9. PREPAYMENT AND PAYMENTS

9.1 Voluntary prepayment

Notwithstanding any other provision of this Contract, the Borrower may on giving not less than 5 Business Days written notice to the Lender, prepay the whole or any part of the Loan, and the Borrower shall at the same time pay to the Lender all interest accrued in respect of the Loan or the relevant part thereof and any other fees, expenses or monies accrued due or owing or otherwise due on the Loan. If pre-paid early, the Lender will refund to the Borrower any interest charges accrued on a pro-rate basis based on interest calculated daily.

9.2 loan payments can be made to another Demers Capital account in the event that payments cannot be made to its Turkish banking partner due to politics or an unforeseen event

9.2 Payments

i. All repayments made by the Borrower under this Contract shall be in US Dollars and in immediately available cleared funds to the Lender at its account details, which the Lender will provide to the Borrower at the time of repayment.

ii. If any payment becomes due on a day that is not a Business Day, the due date of such payment will be extended to the next succeeding Business Day, or, if that Business Day falls in the following calendar month, such due date shall be the immediately preceding Business Day.

iii. All payments made by the Borrower under this Contract shall be made in full, without set-off, counterclaim or condition, and free and clear of, and without any deduction or withholding, provided that, if the Borrower is required by law or regulation to make such deduction or withholding, it shall:

(a) Pay to the Lendersuchadditionalamountasisnecessarytoensurethatthenetfull amount received by the Lender after the required deduction or withholding is equal to the amount that the Lender would have received had no such deduction or withholding been made.



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10. REPRESENTATION AND WARRANTIES

The Borrower represents and warrants to the Lender on the date of this Contract:

10.1 It:

- (a) is a duly incorporated limited liability company validly existing under the laws of its jurisdiction of incorporation;
- (b) has the power to own its assets and carry on its business as it is being conducted;
- (c) has the power to enter into, deliver and perform, and has taken all necessary action to authorize its entry into, delivery and performance of, this Contract and the transactions contemplated by it; and

10.2 It has obtained all required authorizations to enable it to enter into, exercise its rights and comply with its obligations in this Contract and to make it admissible in evidence in its jurisdiction of incorporation. All such authorizations are in full force and effect.

10.3 Its obligations under this Contract are legal, valid, binding and enforceable in accordance with its terms.

10.4 No Event of Default or Potential Event of Default has occurred or is continuing, or is reasonably likely to result from making the Loan or the entry into, the performance of, or any transaction contemplated by this Contract.

10.5 No litigation, arbitration or administrative proceedings are taking place or pending, or, to the best of the Borrower's knowledge and belief (after due and careful enquiry), have been threatened against it, any of its directors or any of its assets, which might reasonably be expected to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this Contract.

11. COVENANTS

The Borrower covenants with the Lender that, as from the date of this Contract until all its liabilities under this Contract have been discharged:

11.1 It will promptly, after becoming aware of them, notify the Lender of any litigation, arbitration or administrative proceedings.

11.2 It will promptly obtain all consents or authorizations under any law or regulation (and do all that is needed to maintain them in full force and effect) to enable it to perform its obligations under this Contract and to ensure the legality, validity, enforceability and admissibility in evidence of this Contract in its jurisdiction of incorporation.

11.3 It will notify the Lender of any Potential Event of Default or Event of Default (and the steps, if any, being taken to remedy it) promptly on becoming aware of its occurrence.



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- (b) has the power to own its assets and carry on its business as it is being conducted;
- (c) has the power to enter into, deliver and perform, and has taken all necessary action to authorize its entry into, delivery and performance of, this Contract and the transactions contemplated by it; and

10.2 It has obtained all required authorizations to enable it to enter into, exercise its rights and comply with its obligations in this Contract and to make it admissible in evidence in its jurisdiction of incorporation. All such authorizations are in full force and effect.

10.3 Its obligations under this Contract are legal, valid, binding and enforceable in accordance with its terms.

10.4 No Event of Default or Potential Event of Default has occurred or is continuing, or is reasonably likely to result from making the Loan or the entry into, the performance of, or any transaction contemplated by this Contract.

10.5 No litigation, arbitration or administrative proceedings are taking place or pending, or, to the best of the Borrower's knowledge and belief (after due and careful enquiry), have been threatened against it, any of its directors or any of its assets, which might reasonably be expected to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this Contract.

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The Borrower covenants with the Lender that, as from the date of this Contract until all its liabilities under this Contract have been discharged:

11.1 It will promptly, after becoming aware of them, notify the Lender of any litigation, arbitration or administrative proceedings.

11.2 It will promptly obtain all consents or authorizations under any law or regulation (and do all that is needed to maintain them in full force and effect) to enable it to perform its obligations under this Contract and to ensure the legality, validity, enforceability and admissibility in evidence of this Contract in its jurisdiction of incorporation.

11.3 It will notify the Lender of any Potential Event of Default or Event of Default (and the steps, if any, being taken to remedy it) promptly on becoming aware of its occurrence.



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12. EVENTS OF DEFAULT

Each of the events or circumstances set out in this clause 12 is an Event of Default.

12.1 The Borrower fails to pay any sum payable by it under this Contract, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date.

12.2 The Borrower fails (other than by failing to pay), to comply with any provision of this Contract and (if the Lender considers, acting reasonably, that the default is capable of remedy), such default is not remedied within 14 Business Days of the earlier of:

- (a) the Lender notifying the Borrower of the default and the remedy required;
- (b) the Borrower becoming aware of the default.

12.3 Any representation, warranty or statement made, repeated or deemed made by the Borrower in, or pursuant to, this Contract is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.

12.4 If:

- (a) any Borrowed Money is not paid when due or within any originally applicable grace period; or
- (b) any Borrowed Money becomes due, or capable of being declared due and payable prior to its stated maturity by reason of an event of default (howsoever described);

12.3 The Borrower stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due.

12.4 The Borrower repudiates or rescinds or shows an intention to repudiate or rescind this Contract.

12.5 On and at any time after the occurrence of an Event of Default which is continuing the Lender may:

- (a) by notice to the Borrower:

- (i) cancel all outstanding obligations of the Lender under this Contract whereupon they shall immediately be cancelled; and/or

- (ii) declare that the Loan (and all accrued interest and all other amounts outstanding under this Contract) is immediately due and payable.

13. SET-OFF

13.1 The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract.

13.2 If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.



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13.3 The Lender is not obliged to exercise any of its rights under clause 13.1, but if the rights are exercised, the Lender shall promptly notify the Borrower of the set-off that has been made.

14. CALCULATIONS, ACCOUNTS AND CERTIFICATES

14.1 Any interest under this Contract shall accrue on a day-to-day basis, calculated according to the number of actual days elapsed and a year of 365 days.

14.2 The Lender shall maintain accounts evidencing the amounts owed to it by the Borrower, in accordance with its usual practice. Entries in those accounts shall be evidence of the existence and amount of the Borrower's obligations as recorded in them.

14.3 If the Lender issues any certificate, determination or notification of a rate or any amount payable under this Contract it shall be (in the absence of manifest error) conclusive evidence of the matter to which it relates.

15. AMENDMENTS, WAIVERS AND CONSENTS AND REMEDIES

15.1 No amendment of this Contract shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorized representative).

15.2 A waiver of any right or remedy under this Contract or by law, or any consent given under this Contract, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

15.3 A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Contract. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. SEVERANCE

If any provision (or part of a provision) of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Contract.

17. ASSIGNMENT AND TRANSFER

17.1 The Lender shall not assign any of its rights under this Contract or transfer all its rights or obligations.



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17.2 The Borrower shall not assign any of its rights or transfer any of its rights or obligations under this Contract.

18. COUNTERPARTS

18.1 This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

18.2 Transmission of an executed counterpart of this Contract (but for the avoidance of doubt not just a signature page) shall take effect as delivery of an executed counterpart of this Contract. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

19. THIRD PARTY RIGHTS

19.1 Except as expressly provided in this Contract, a person who is not a party to this Contract has no right to enforce or enjoy the benefit of any term of this Contract.

20. NOTICES

20.1 Any notice or other communication given to a party under or in connection with, this Contract shall be:

(a) in writing;

(b) sent to:

(i) the Borrower at:

email

(ii) the Lender at:

email

or to any other e-mail address or fax number as is notified in writing by one party to the other from time to time.

20.2 Any notice or other communication that the Lender gives to the Borrower or vice versa in connection with this Contract shall be deemed to have been received: if sent by email or fax, when received in legible form.

20.3 A notice or other communication given as described in clause 20.2 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.



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21. GOVERNING LAW AND JURISDICTION

21.1 This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of State, USA.

21.2 Each party irrevocably agrees that, subject as provided below, the courts of State, USA shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with this Contract or its subject matter or formation.

21.3 The Borrower irrevocably consents to any process in any legal action or proceedings under clause 21.2 being served on it in accordance with the provisions of this Contract relating to service of notices.

21.4 Each party undertakes that it will not take any action under this Contract in a way that will be a breach of any anti-money laundering laws, any anti-corruption laws, and/or any counter-terrorist financing laws.

This Contract has been entered into on the date stated at the beginning of it and below:

Date

Signed for and on behalf of
The Lender

Name:
Designation:
Signature:

Seal of _____

Signed for and on behalf of
The Borrower

Name:
Designation:
Signature:

Seal of _____



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