

Annex No 5 (hereinafter the Annex)
to **Loan Agreement No 07-171371-JI** (hereinafter the Agreement)

DETAILS OF THE BANK		
BUSINESS NAME SWEDBANK AS		REGISTRY CODE 10060701
FULL NAME OF THE REPRESENTATIVE Lenno Ruut		BASIS OF REPRESENTATION Power of Attorney
LOCATION Liivalaia 8, Tallinn 15040		TELEPHONE OF BUSINESS CUSTOMERS' SERVICE +372 6 132 222
DETAILS OF THE BORROWER		
BUSINESS NAME OÜ Lõuna Park (former business name Satnam Estonia OÜ)		REGISTRY CODE 11275817
FULL NAME OF THE REPRESENTATIVE Margus Mugu		BASIS OF REPRESENTATION Law and Articles of Association
LOCATION Tartu mnt 2, 10145 Tallinn		CURRENT ACCOUNT NUMBER 221032392099
FAX +372 606 6000	TELEPHONE +372 606 6006	E-MAIL -

1) Wherever used in this Annex, definitions specified in the Agreement have the same meanings herein.

2) The Parties have hereby mutually agreed to amend the Agreement and enforce clauses 2.4. and 2.5. of the Agreement in the following new wording:

2.4. Final Repayment Date: **30th of June 2012**

2.5. Initial Date of Repayment of Loan Amount: **30th of June 2012**

3) The Parties have agreed to enforce the general terms and conditions attached to the Agreement in the new wording. The new general terms and conditions constitute an integral part of the Agreement.

GENERAL TERMS AND CONDITIONS

3 DEFINITIONS

Agreement is this loan agreement along with all the annexes thereto.

Agreement Fee is the fee payable by the Borrower to the Bank for analysis of the Borrower's loan application, arrangement of funds and preparation of the Agreement and amendments to the Agreement.

Annuity Payment is a condition for preparation of the Schedule where the monthly payment payable to the Bank by the Borrower (the total of the Loan Amount repayment and the Interest payment) is the same until the Final Repayment Date, except the last payment under the Schedule which differs from other payments due to rounding. The monthly amount payable under the Schedule prepared after each adjustment of the Interest Rate differs from the amount payable on a monthly basis indicated in the first Schedule prepared after issuance of the Loan Amount by the adjustment of the amount of the Interest payment arising from the change of the Interest Rate.

Banking Day is a calendar day that is not a Saturday, Sunday, a national holiday or public holiday.

Collateral is the collateral specified in the principal terms and conditions of the Agreement with which performance of the Borrower's obligations before the Bank arising from the Agreement is secured.

Current Account is a current account of the Borrower specified in the Agreement from which the

5.2. The Bank undertakes to disburse the Loan Amount or a part thereof within 2 (two) Banking Days as of the submission of the order specified in clause 5.1 of the Agreement to the Bank by the Borrower on conditions that the agreement(s) on establishment of the Collateral in favour of the Bank have been concluded on the conditions accepted by the Bank, the costs related to the establishment of the Collateral (state fee and notary fee) have been paid, the agreement(s) on the establishment of the Collateral have been submitted to the relevant register and the Bank is convinced that there are no restrictions to establishing a Collateral (including no other applications have been submitted to the register that could harm the Bank's interests). If the agreement(s) on establishment of the Collateral are digitally signed, the Bank shall have the aforementioned obligation as of the Banking Day the Bank has received an e-mail with a properly signed agreement(s) on establishment of the Collateral or the agreement(s) on establishment of the Collateral have been properly signed by the owner of the property encumbered with the Collateral or the surety provider(s) and the Bank on DigiDoc portal (<https://digidoc.sk.ee>).

5.3. The Loan Amount or any part thereof repaid by the Borrower to the Bank shall not be re-lent to the Borrower by the Bank.

5.4. If the Borrower has submitted substantial false information to the Bank or a representation or warranty of the Borrower stipulated in clause 4 of the Agreement proves to be incorrect or the material circumstances constituting the basis for issuing the Loan Limit have changed (incl. if the Borrower's financial condition has worsened in a way that appropriate repayment of the Loan Amount is endangered) or other circumstances stipulated in the Agreement occur which give the Bank the right to terminate the Agreement or the procedure for use stipulated in clause 13.2 of the Agreement has not been entered into, the Bank shall be entitled to refuse disbursement of the Loan Amount under the Agreement.

5.5 If the Borrower has not taken the Loan Amount or a part thereof is use during the Term of Disbursement of the Loan Limit, the Parties shall deem the Agreement to be expired as of the following date of the Term of Disbursement of the Loan Limit, unless agreed otherwise by the Parties.

6 REPAYMENT OF LOAN AMOUNT

6.1. The Borrower shall repay the Loan Amount pursuant to the terms and conditions of the Agreement. The Bank shall debit the Current Account with the amounts specified in the Schedule on the Loan Amount repayment dates. The Borrower shall ensure that the respective amounts are available on the Current Account by the due time.

6.2. The Borrower has the right to repay the Loan Amount or a part thereof prematurely without the obligation to pay the early repayment fee specified in the principal terms and conditions of the Agreement provided that the Borrower notifies the Bank of its wish to repay the Loan Amount or a part thereof not later than six (6) months in advance and repays the Loan Amount or a part thereof within 5 (five) Banking Days as of the date specified in the early repayment application. The Bank shall start calculating the six-month period as of the date of the receipt of the corresponding written application of the Borrower. If the Borrower wishes to repay the Loan Amount or a part thereof before the six months are over, the Bank shall have the right to charge the Borrower a fee to cover the costs related to the early repayment of the Loan Amount pursuant to the rate specified in the principal terms and conditions of the Agreement. The early repayment fee shall be paid to the Bank on the date of early repayment of the Loan Amount or a part thereof. If the Borrower has not repaid the Loan Amount or a part thereof within the term specified in this clause, it shall be deemed that the Borrower has waived the early repayment request.

7 CALCULATION AND PAYMENT OF INTEREST

7.1. The Bank shall calculate Interest on the basis of the actual number of days in a calendar month and a 360-day year. The Borrower shall pay the Bank the Interest on the outstanding Loan Amount at the Interest Rate provided in the Agreement.

7.2. The Interest Rate under the Agreement is the EURIBOR to which the Margin is added. On the Interest Rate Amendment Dates the Bank shall fix a new Interest Rate proceeding from the EURIBOR published at the day of amendment. The Margin shall be amended only upon conclusion of the corresponding agreement between the Parties.

7.3. On the Interest payment dates the Bank shall debit the Current Account with the Interest payable. The Bank shall debit the last Interest from the Current Account on the Final Repayment Date.

7.4. The Borrower shall have an amount sufficient for payment of the Interest on the Current Account on

unpaid default interest on the basis of the official exchange rate of the new currency. The Bank shall give the Borrower prior notice of the change of the currency of the Loan Limit.

12 INSURANCE

12.1. The Borrower is required to insure the property encumbered with the Collateral in an insurance company accepted by the Bank and present the documents certifying the insurance to the Bank within one (1) week as of the entry into force of the Agreement, unless the Parties have agreed otherwise. If the registered immovable encumbered with the Collateral is unimproved or if a building under construction is located on the registered immovable encumbered with the Collateral, the Borrower undertakes to insure the above-specified property with an insurance company accepted by the Bank and submit documents certifying insurance to the Bank within 1 (one) week upon closing the shell of the building under construction on the above-specified registered immovable.

12.2. The Borrower shall enter into an insurance contract on the following terms and conditions:

- the insured amount is the full restoration value of the building(s) and in case of other property, its book value;
- the insured risks include fire, water, vandalism and natural disasters;
- the beneficiary is the Bank;
- the above terms and conditions of the insurance contract may be amended upon the prior written consent of the Bank only (except the increase of the insurance amount and/or adding of insured risks).

12.3. If the Parties do not reach an agreement within ten (10) Banking Days as of disbursement of the indemnity to restore the destroyed property (properties) on account of the indemnity, the Bank shall pay the Borrower from the indemnity paid to the Bank the amount which was left over after full settlement of all the claims of the Bank arising from the Agreement.

12.4. The Borrower shall submit to the Bank a copy of each insurance policy. If the insurer issues the insurance policy electronically, the Borrower shall have the right to agree with the insurer that the latter would send the electronic insurance policy to the Bank as well. A copy of the insurance policy can be replaced by a written notice sent to the Bank by the insurer in the format agreed on previously with the Bank, which indicates the significant terms and conditions of the insurance contract.

12.5. The Borrower shall keep the insurance contract effective (incl. pay the instalments of the insurance premium in due time) pursuant to the above terms and conditions until the expiry of the term of the Agreement. Upon the Bank's request, the Borrower shall order an audit of the insurance contract in order to obtain a confirmation regarding the performance of the terms and conditions forming the prerequisites for the payment of indemnity.

12.6. If the Borrower has not submitted a copy of a valid insurance policy to the Bank within twenty (20) calendar days as of the delivery of a respective notice by the Bank, the Bank shall be entitled to enter into a new insurance contract for the Borrower. In such an event the policyholder to be specified in the insurance agreement shall be the Bank. The Bank shall send the insurance policy of the insurance agreement concluded by the Bank to the Borrower. The Borrower shall compensate the Bank for all costs incurred in connection with conclusion of the insurance agreement. The Bank shall be entitled to debit the current account(s) of the Borrower in the Bank with the respective amounts while notifying the Borrower thereof. The Borrower has granted the Bank all the rights and powers for performing the above transactions (incl. for entering into an insurance contract) by signing the Agreement.

12.7. If the Collateral is a mortgage or the pledge over movable that constitutes the Collateral is re-registered as a mortgage (clause 13.8 of the Agreement) during the Agreement term, the Borrower shall immediately notify the insurer that has insured the property encumbered with the Collateral about the establishment of a mortgage.

13 OBLIGATIONS OF BORROWER

13.1. The Borrower hereby undertakes to use the Loan Amount for the specific purpose specified in the principal terms and conditions of the Agreement.

13.2. If the Collateral is a mortgage on a legal share of an immovable property, the Borrower shall be obliged to enter into a notarised agreement on the procedure for use of the immovable property subject to entry in the land register with the co-owners of the immovable property under the terms and conditions specified by the Bank. The agreement must be entered into before the Borrower is granted the use of the Loan Amount or a part thereof. If the owner of the legal share of an immovable property is a Third Person, the Borrower shall make every effort for the respective agreement on the procedure for use to be entered into.

affecting the solvency of the Borrower) occur;

13.7.7. a representation or warranty of the Borrower stipulated in clause 4 of the Agreement proves to be incorrect.

13.8. If the performance of the obligations of the Borrower arising from the Agreement is secured with a pledge over a building as a movable, the Borrower is required to re-register the pledge over movable along with the Bank as a mortgage, i.e. a real security as of the day such possibility arises. If the owner of the building and/or the registered immovable is a Third Person, the Borrower shall make every attempt to ensure that the mortgage is established in favour of the Bank in a timely manner. The agreement on the establishment of a mortgage shall be concluded on the conditions accepted by the Bank.

13.9. The Borrower shall not transfer the rights and obligations arising from the Agreement to Third Persons without the prior written consent of the Bank.

13.10. If the movable property of the Borrower encumbered or to be encumbered with a commercial pledge in favour of the Bank is located in the premises rented by the Borrower, the Borrower shall be obliged to immediately inform the lessor of the encumbering of the Borrower's property with a commercial pledge in favour of the Bank.

13.11. In case of non-performance or undue performance of all or any obligations specified in clauses 12.1. - 12.2., 12.5., 13.1. - 13.6., 13.7.3. - 13.7.7., 13.8., 13.10. and in the special conditions of the Agreement, the Bank shall have the right to charge a penalty from the Borrower in the amount of up to 2% of the outstanding Loan Amount. The Borrower shall pay the said penalty to the Bank within 10 (ten) Banking Days as of the day the Borrower receives the relevant written request from the Bank. Payment of the penalty does not release the Borrower from the obligation(s) arising from the Agreement.

13.12. The Borrower shall bear all costs related to the performance of the Agreement and the agreements related to the Agreement, including the costs arising from the establishment, re-registration, deletion, management, maintenance and/or transfer (e.g. the notary fee, state fee) and insurance of the Collateral as well as costs related to judicial and execution proceedings.

13.13. The Borrower shall subject to immediate compulsory execution for satisfaction of the claims arising from the Agreement. Compulsory execution shall be conducted pursuant to the procedure provided for in the Code of Enforcement Procedure.

14 TERMINATION OF AGREEMENT

14.1. The Bank shall have the right to terminate the Agreement and demand immediate fulfilment of the Financial Liabilities and other claims arising from the Agreement by giving the Borrower written notice thereof if:

14.1.1. the Borrower has presented significant false information in the loan application or other documents presented to the Bank (incl. statements, notices, certificates) or a representation(s) or warranty of the Borrower stipulated in clause 4 of the Agreement proved untrue;

14.1.2. the Borrower does not duly perform any or all of its Financial Liabilities arising from the Agreement or fails to pay the default interest or the charges referred to in clause 13.12. of the Agreement and continues non-performance of the obligation even after ten (10) Banking Days as of the receipt of the corresponding written notice from the Bank;

14.1.3. the Borrower fails to perform all or any obligations referred to in clauses 12.1., 12.2., 12.5., 13.1., 13.6., 13.7.3., 13.7.5., 13.7.7., 13.8. and in the special conditions of the Agreement;

14.1.4. the Collateral has not been established during the time it normally takes to establish the given type of collateral;

14.1.5. the value of the property encumbered with the Collateral decreases so that the value of the property encumbered with the Collateral is not sufficient enough to satisfy the Bank's claims arising from the Agreement (incl. the property encumbered with the Collateral is leased without the prior written consent of the Bank, or encumbered with other rights of a Third Party, or an insurance event occurs in case of which no indemnity is paid) or a claim for payment is made with regard to the property encumbered with the Collateral or the Collateral turns out to be invalid, or the solvency of the surety providers or the guarantors guaranteeing the performance of the obligations of the Borrower arising from the Agreement decreases and the Bank and the Borrower fail to come to an agreement on the establishment of further collateral within ten (10) Banking Days;

14.1.6. the Borrower does not duly perform financial liabilities arising from another agreement/other agreements concluded with the Bank and/or a company/companies belonging to the consolidation group of the Bank and/or other creditors;

and the Bank that are not regulated by the Agreement.

15.11. By signing the Agreement, the Borrower's representative confirms that he or she has read the Agreement and fully understands the obligations assumed with the Agreement.

15.12. The Agreement has been made and signed in two legally equal copies, one for each Party. This clause shall not apply if the Agreement is digitally signed.

4) The Borrower shall pay to the Bank an additional Agreement Fee in the amount of **2 000.- EUR** (two thousand euros) The Bank is entitled to debit the Current Account on the day of entering into force of the Annex by the above-mentioned Agreement Fee.

5) The Annex constitutes an integral part of the Agreement. The Parties have agreed that the Annex shall enter into force from the moment of digitally signing of the Annex by the Parties on the condition that the Bank has got back the Annex via e-mail digitally signed by the Borrower's representative(s) by **27.12.2011**

6) The Annex was executed in two copies of equal legal power in English, one to each of the Parties hereto. This clause shall not apply if the Annex is digitally signed.

FULL NAME OF CLIENT MANAGER Lenno Ruut	TELEPHONE +372 888 3442	FAX +372 888 7688
CLIENT MANAGER'S E-MAIL ADDRESS Lenno.Ruut@swedbank.ee	CONTACT ADDRESS OF BANK Liivalaia 8, 15040 Tallinn	
NUMBER AND DATE OF RESOLUTION 11-HGFRR-000314/6.1, 02 nd of December 2011	FIRST NAME AND SURNAME OF PERSON WHO PREPARED THE ANNEX Jelena Adler	

SIGNATURES OF PARTIES

NAME AND SIGNATURE OF THE BANK'S REPRESENTATIVE Lenno Ruut /Digitally signed/		NAME AND SIGNATURE OF THE BORROWER'S REPRESENTATIVE Margus Mugu /Digitally signed/
PLACE AND DATE OF SIGNING /inserted only in the event of an Annex in paper form/		

Swedbank

Laenu tagastamise graafik

Koostatud: 03.01.2012 Helena Siirus

Vastavalt Swedbanki ja OÜ LÕUNA PARK poolt sõlmitud laenulepingule nr. 07-171371-JI kohustub

OÜ LÕUNA PARK tasuma Swedbankile järgmised summad alltoodud graafiku alusel.

Laenuleping: 07-171371-JI-1 Valuuta: EUR
Intressimäär: 4.487 Graafiku tüüp: SLF

Kuupäev	Algjääk	Põhiosa	Intress	Kokku	Lõppjääk
20.01.2012	0.00	0.00	62 527.00	62 527.00	0.00
20.02.2012	0.00	0.00	62 527.00	62 527.00	0.00
20.03.2012	0.00	0.00	58 493.00	58 493.00	0.00
20.04.2012	0.00	0.00	62 527.00	62 527.00	0.00
20.05.2012	0.00	0.00	60 510.00	60 510.00	0.00
20.06.2012	0.00	0.00	62 527.00	62 527.00	0.00
30.06.2012	16 182 754.46	16 182 754.46	20 170.00	16 202 924.46	0.00
Kokku:		16 182 754.46	389 281.00		

Laenusaaaja tasub Intressi maksmata Laenusummalt.

Graafikus fikseeritud Intressi makse summad kehtivad juhul, kui Laenusumma tasutakse täpselt graafikus toodud tähtpäevadel ja summates.

Swedbank

OÜ LÕUNA PARK