



Official Loan Agreement

Territory: Arizona

Overview



iLamp technology territorial license for the US State of Arizona “Territory”. As iLamp technology holds a AAA rating for lending, loans are available for up to 90% of the transaction value.

Cede Capital hereby agrees to extend a loan of fifteen million united states dollars (\$15,000,000 USD) to iLamp Arizona LLC, with the loan carrying an annual interest rate of 0%. As a collateral for the loan, Cede Capital will retain the licensing rights to Territory assets, held in custody by ILOCX.

Cede has completed the following due diligence on this licensee:



Potential to raise money

The licensee can raise money locally through a listing on ILOCX and a well connected, experienced local team.



Proven technology

iLamp is a proven technology and has contracts with utilities and large national, municipal and government organisations.



Addressable market

There is a significant market opportunity, and a wide range of tax incentives, grants, and funding options for alternative energy projects. The ILOCX listing will help to build local support, sales and media coverage.



Asset Custody

Cede is using asset custody provided by ILOCX to hold collateral the Licensing rights and approve sublicensing.



Cash Deposit

Applicant has made a cash deposit which has been subtracted from total financed amount.



Director Check Completed

Directors were vetted and verified using Director Check analysis and their combined score was above the threshold for this loan.



Reputation Statement Created

Reputation Statement accounts were created for all directors, tying their creditworthiness to the terms of this loan.

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1. **PARTIES.** The undersigned are iLamp Arizona LLC, “The Borrower”, and Cede Capital “The Lender”.
2. **DATE OF AGREEMENT / LICENSING RIGHTS.** . This Loan Agreement is entered into in connection with the Exclusive Licensing Agreement entered into by and between Conflow Power Group, as Licensor, and The Borrower, as Licensee.
3. **PROMISE TO PAY.** In consideration of the loan of Fifteen Million US Dollars (\$15,000,000 USD) (“Principal” received, the Borrower hereby unconditionally promises to pay to The Lender, or order, at its office located at 4055 Samama Tower, King Fahd Road, Riyadh, 12333, Saudi Arabia, or at such other place as the Lender may designate in writing, the Principal under the repayment terms listed within this agreement.
4. **BREAKDOWN OF LOAN.** Borrower will pay:

Amount of Loan	: \$15,000,000
Fees	: \$0.00
Amount financed	: \$0.00
Finance charge	: \$0.00
Total of payments	: \$0.00
Annual Interest	: 0.00%
5. **REPAYMENT.** The Borrower will pay back in the following manner: (a) 50% of any monies generated or raised from license sales, equity, debt, grants, or soft loans within three days of receipt. (b) 50% of annual net profits (determined under US GAAP but excluding any amounts characterized as license sales) paid within 60 days following the respective year end.
6. **REPORTING.** The Borrower will provide full and accurate monthly reports, within 5 days after the end of each month, to The Lender detailing budget, spending, equity raises, debt raises, government grants, soft loans, sales, revenues, and all pertinent market data. The Borrower shall preserve these records for a period of two (2) years.
7. **PREPAYMENT.** The Borrower has the right to pay back the whole outstanding amount at any time without any additional interest being charged.
8. **LATE CHARGE.** Any payment due and not paid within thirty (30) days of its due date shall be

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subject to a late charge of 10% of the payment, or the maximum rate permitted by law, if less than 10%.

9. **SECURITY.** To protect Lender, Borrower gives what is known as a security interest or mortgage in the Territorial rights for iLamp owned by Borrower, as such, the Borrower must seek approval from Lender before any sub-licensing can be agreed. The Lender must provide prior approval for any loans or legal actions initiated by The Borrower while this Loan Agreement remains outstanding. Lender shall use the asset custody services by ILOCX to hold the licensing rights acquired by Borrower under the referenced Exclusive Licensing Agreement.
10. **DEFAULT:** For the purposes of this Agreement, "Default" shall occur if the Licensee, having generated revenues, income or having raised capital through license sales, equity, debt, grants, soft loans, or any other financing methods, fails to pay the Licensor the agreed-upon percentage of proceeds as required by Section 6 (Repayment) of this Agreement within the specified payment period. A Default shall be considered to have occurred if such payment has not been made within thirty (30) days following the due date for any reason.

Notice of Default: In the event of a Default, The Lender shall provide The Borrower with a written notice of Default. The Borrower will then have a period of thirty (30) days from the receipt of the notice of Default to either (a) cure the Default by making all due payments in full, including any applicable interest and penalties, or (b) reach an agreement with The Lender on alternative terms for the repayment of the due amounts.

Acceleration of Debt: If The Borrower fails to cure the Default or to reach an agreement on alternative repayment terms with The Lender within the specified period after receiving the notice of Default, the entire amount of the debt, including all fees, interests, and any other amounts owed to the The Lender under this Agreement, shall become immediately due and payable. The Borrower shall have the right to take all necessary legal actions to recover the full amount.

Rights and Remedies: The rights and remedies provided in this section are in addition to any other rights and remedies available to The Lender under this Agreement or under applicable law. The election by the Licensor to pursue any one right or remedy does not preclude the pursuit of any other right or remedy.

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Amicable Settlement: The parties agree to attempt to resolve any disputes arising from or related to the provisions of this section amicably before resorting to litigation.

- 11. **COLLECTION FEES.** If this loan is placed with a legal representative for collection, then The Borrower agrees to pay an attorney's fee of fifteen percent (15%) of the voluntary balance. This fee will be added to the unpaid balance of the loan.

- 12. **FUND STRUCTURE.** If the Exclusive License Agreement is used or pledged as collateral or an asset within another financial structure, such as a fund, any equity raised through that structure shall be considered equity raised by The Borrower. As such, in accordance with Section 5(a) of this Agreement, 50% of the funds raised from such activities must be applied toward the repayment of this loan within three days of receipt.

Signed on behalf of **THE BORROWER**

Name:

Signed :

Position :

Dated :

Signed on behalf of **THE LENDER**

Name :

Signed :

Position :

Dated :

