

INTEREST-BEARING - LOAN CONTRACT N°/2023

This CONTRACT hereinafter referred to as the “**Contract**” is entered into by and between:

1. **COMPAGNIE GENERALE DE BANQUE (COGEBANQUE) PLC**, a Company duly incorporated under the laws of the Republic of Rwanda, registered under TIN: 100005973, with its head office situated in Kigali, P.O. Box. 5230 Kigali, hereby officially represented by and, respectively andby virtue of powers conferred upon them by the Board of Directors, hereinafter called «**The Bank**», where the context admits its successors and assigns, the contractor on the first part;

2., with registered address is inDistrict,Sector,Cell,.....Village,.....; holder of national identity card N° 1 1959 7 0000813 2 96, issued at/, herein called «**The Borrower** », where the context admits its successors and assigns, the contractor on the second part;

3., with registered address is inDistrict,Sector,Cell,.....Village,.....;holder of international passport N°, issued by, herein called «**The Guarantor** », the contractor on the third part;

4. with registered address is inDistrict,Sector,Cell,.....Village,.....; with company registration N°, represented by, holder of national identity card N°....., issued at /, herein called «**The Guarantor** », the contractor on the forth part.

NOW THEREFORE, The Bank agrees to extend a renewal of Credit Line Facility to the Borrower, on the terms and conditions set forth or referred to in this Contract:

Article 1: Purpose

The Bank has extended to the borrower a renewal of the Credit Line Facility to strengthen his/her business activities.

Article 2: Limit

Upon signing of this contract, the Bank issue a notice communicating to the Borrower the approved limit.

The Bank, at its sole discretion, shall be entitled to reduce the Limit with immediate effect, in case the Borrower fails to meet its Contract commitment hereunder or risks a significant loss/reduction of the income declared in the loan application, and/or in any subsequent creditworthiness assessment that may be made by the Bank. Any reduction to the Limit shall be notified to the Borrower through a written notice.

Article 3: Facility amount

The Bank accepts to renew the company’s Credit Line Facility of
(RWF), subject to:

- **Perfection of the proposed collaterals;**
- **Joint and several guaranty of the company’s shareholders;**
- **Updated Rwanda Revenue Authority (RRA) tax clearance certificate;**
All necessary insurances to be availed before the loan disbursement.

The borrower is also servicing:

- A Vehicle Loan with an outstanding balance amounting to (RWF);
- A Mortgage Loan with an outstanding balance amounting to
(RWF).

These loans bring the total of the borrower’s commitments to (RWF).

Article 4: Financial conditions

- Interest Rate: COGEBANQUE Base rate + **2%** which is equivalent to **17%** per annum, charged on the overdrawn amount and payable monthly. The interest rate is subject to the review by the Bank based on money market trends;
- Interest on arrears (Principal, interests, and commissions): 2% per month;
- Management fee: 0.20% per month;
- Commission on unused part of the Line of Credit: 0.10% per month;
- Cancellation fees after signing the loan contract: 1% of the cancelled amount (min RWF 100,000, max RWF 5,000,000);
- Processing fee of 1% once on the loan amount, maximum RWF 100,000;
- Extension fee of 1% once off on the facility amount, (maximum RWF 100,000) in the event of its extension;
- Commission of 8% in event of a loan takeover by another financial institution;

- Payment in advance of restructuring fee of 2% of the restructured loan amount in the event of restructuring the loan.

All charges are tax exclusive. They are borne by the borrower.

Article 5: Repayment terms

The Line of Credit to be disbursed by the Bank must be repaid within **12 months**.

The Borrower undertakes to do the following:

- Repay the principal plus interests on due date through the account number opened with COMPAGNIE GENERALE DE BANQUE (COGEBANQUE) PLC in the names of
- To provide the necessary provisions for the payment of insurances premiums against fire and special perils, life insurance, and comprehensive insurances as stipulated in Article 16 of this contract;
- Assignment of all business proceeds in COMPAGNIE GENERALE DE BANQUE (COGEBANQUE) PLC;
- Securities to be duly perfected prior to any disbursement;
- In case of expropriation of any of the properties securing the loan, the compensation will be payable to COMPAGNIE GENERALE DE BANQUE (COGEBANQUE) PLC to reduce the outstanding balance by the compensated amount.

Article 6: Collaterals and comforts

The borrower and the guarantor(s) agree(s) to secure the facility with the following securities as conditions precedent to drawdown:

- A mortgage on the first rank on the plot with UPI N° located atVillage, Cell, Sector, District;
- A mortgage on the first rank on the plot with UPI N° located at Village, Cell, Sector, District; belonging to
- Pledge of the following vehicles:
 - with Plate N°..... and chassis N°.....,
 - with Plate N°..... and chassis N°.....,
 - with Plate N°..... and chassis N°.....,
- Subscription to fire insurances bonds covering the properties on the above-mentioned plots, with an article stipulating assignment of interests in favor of the Bank;

5. Subscription to comprehensive insurances bonds covering the above mentioned vehicles and trailers, with an article stipulating assignment of interests in favor of the Bank;
6. Subscription to Loan Protection Insurance of, with an article stipulating assignment of interests in favour of the Bank;
7. Joint and several guaranty of the shareholders of
8. Board resolution of to borrow and to mortgage the collaterals;
9. Board resolution of to mortgage the collateral with UPI N°

Article 7: Mortgaging details

The borrower and the guarantor(s) hereby authorize the Bank to maintain mortgage registrations of the above-mentioned properties amounting to, expiring on

The validity of the valuation report is three (3) years from the valuation date. The borrower and the guarantor(s) undertake(s) to renew and submit to the Bank the updated valuation report(s) of the mortgaged property 30 days before its expiration

The mortgages registration expenses, as well as other potential charges related to the implementation, monitoring, and recovery of the facility granted to them by the Bank, shall be borne by the borrower.

Article 8: Title remittance and lease assignment

The borrower and guarantor(s) accept to furnish to the Bank the original copies of the land lease contracts of the above plots. They also undertake to submit to the Bank potential rent contracts on the buildings and vehicles, and accordingly, they accept to assign rent proceeds that they would collect from the said buildings and vehicles.

Article 9: Exclusiveness of the ownership

The guarantor(s) declare that they are the exclusive owner(s) of the properties above and are free of any privileged liability or guarantee whatsoever and that they do not have an obligation worthy of legal mortgage privileged than the present, neither towards the government of Rwanda nor towards whomsoever. Mortgages granted in favor of the Bank extends to adjacent buildings that the borrower may join to the mortgaged buildings to be encumbered with then as a single building. The owner(s) are not allowed to create a single building property described above with any of the other buildings if they are themselves mortgaged.

Article 10: Credit reporting system

The Borrower and the guarantor(s) expressly consents and allows the Bank to forward personal data and credit information to licensed credit reference bureaus in accordance with the Law N° 73/2018 of 31/08/2018 governing credit reporting system.

Article 11: Clause of non-alienation

Mortgaged and pledged properties may not, without a prior written authorization of the Bank, be alienated for any reason whatsoever, the properties cannot be mortgaged and pledged, encumbered in any way, or leased for more than three years, nor be leased at rents below the normal rent.

Article 12: Penalties for delays

A delay in payment of sums due under the proposed facility on its due date automatically runs default interests comprised of 2% per month on arrears(Principal, interests, and commissions), which may be reviewed by the Bank, without prior notice. These penalties shall continue to accrue until the date of their actual payment. Such interests shall be payable at any time on demand and the Borrower hereby confirms and acknowledges that this additional interest represents a reasonable estimate of the loss to be suffered by the Bank in funding the default of the Customer. The revision of the said rate by the Bank shall be notified to the borrower if it arises by publication in newspapers or by posting on the premises of the Bank.

Article 13: Default

The following occurrences will constitute default and cause any amount outstanding under the proposed facility to become immediately due and repayable and any commitments made hereunder by the Bank canceled:

- (i) The failure of the Borrower to observe or perform any of the company's obligations under this contract and/or securities' documents;
- (ii) If any circumstances arise which in the opinion of the Bank have or may have a material adverse effect on the Borrower's ability to perform the company's obligations under this letter and/or the security documents;
- (iii) The Borrower admits in writing of the company's inability to pay or shall become unable to pay the company's debts generally as they fall due, or become Bankrupt or insolvent, or file any petition or action for relief under any Bankruptcy, reorganization or insolvency law;
- (iv) If proceedings are started for the Borrower's winding-up, dissolution, or re-organization (other than while solvent and on terms previously approved in writing by the Bank) or for appointment of a receiver, trustee, or similar officer of any or all the Borrower's revenues and assets;
- (v) Any of the Borrower's indebtedness is not paid on a due date or becomes due prior to its stated maturity or any guarantee given by the Borrower is not honored when due or called upon;
- (vi) Any governmental or other consent or exemption required to enable the Borrower to perform the company's obligations under this contract and or any of the securities' documents is withdrawn or modified or it becomes for any reason unlawful for the Borrower to perform any of those obligations.

Article 14: Remedies in the event of default of payment

In case of failure to pay the interest and capital as planned on the repayment schedule, the Bank shall have power to manage, lease, sell, or take over the assets managed in accordance with the law No 10/2009 of 14/05/2009 on mortgages as amended by the law No 13/2010 of 07/05/2010 and in accordance with the law No 34/2013 of 24/05/2013 on security interests in movable property. In the event of the sale of those assets, the Bank shall follow procedures outlined in the applicable law and/or enacted by competent authorities.

Article 15: Waiver of Mortgage

After the clearing of the commitments, the Bank agrees to waive, on demand of the borrower, the guarantee covering the said commitments by proceeding to deregistration of the mortgage.

Article 16: Fees

All expenses whatsoever arising directly or indirectly from the performance of this contract and its aftermath, including the costs of release, are borne by the borrower. All expenses incurred from the litigation, including attorney's fees and bailiffs, shall be borne by the borrower.

Article 17: Insurances

The borrower agrees to maintain and renew the insurances and pay regular premiums and fees, and submit the receipts to the Bank within thirty (30) days before the expiration date. The borrower also agrees to notify the insurers, through the Bank, of the entry made in favor of the latter, and make him transfer the benefits of policies purchased, up to the amounts owed and deliver to the Bank such policies. In case of non-repayment of an annual premium in accordance with the terms and conditions of the policy, the Bank may make an advance in the name and on behalf of the borrower. The advance will increase the commitment and outstanding capital. No Bank responsibility may result from the performance or non-performance of this right.

Article 18: Responsibility

By signing this contract, the borrower and the guarantors who are simultaneously the sureties are committed jointly and severally. In case of separation, in any manner whatsoever, the Bank may pursue either of them for the repayment of sums due; the pursuit will be indiscriminate and will remain unaffected by the consequence of their separation.

Article 19: Use of borrower's currencies on different accounts

The Bank has the right to use the borrower's money in different currencies from different accounts in our books to pay the loan as it falls due without seeking further authorization. The prevailing rate on that date shall be applicable.

Article 20: Representations and warranties

Upon signing of this Contract, the Borrower represents and warrants the following to the Bank:

All of the information/documents submitted by the Borrower for the approval of its initial loan application to the Bank, as well those to be submitted with respect to any subsequent creditworthiness assessment that may be made by the Bank, are/will be true and accurate in all material respect, as of the date of their submission with the Bank.

The Borrower has obtained from Bank all the necessary pre-agreement explanations on the terms and conditions applicable to this Contract.

This Contract has been freely entered into by the Borrower, and it constitutes binding and enforceable obligations for the Borrower, its successors and permitted assignees.

At the Signing Date, the Borrower and the guarantors are not under mandatory enforcement and/or bankruptcy procedures, and such procedures are not likely to occur, and the Borrower will immediately notify the Bank on the occurrence of any event that may lead to the risk of the start of mandatory enforcement and/or bankruptcy procedures.

The Borrower will immediately notify the Bank on the occurrence of any event that may lead to the risk of a significant loss/reduction of the Borrower's income, declared in the initial loan application to Bank as well those to be submitted with respect to any subsequent creditworthiness assessment that may be made by the Bank.

The Borrower and the guarantors shall immediately notify the Bank on any change of its details noted here above in this Contract.

Article 21: Notice

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person or to an authorized representative of the Party to whom the communication is addressed, to his registered residence mentioned in this contract or any other available address or email provided by the customer himself to the Bank.

The Borrower undertakes to inform the Bank of any change in the address. In case of no communication about the new address; any notice, request or consent shall be deemed delivered to the borrower if it is notified at the actual address provided in this contract.

Without prejudice to the physical addresses mentioned in the above provisions of this contract, the borrower erects the below contacts to be used for all related communication:

- Email.....
- Tel:

Article 22: Prohibition of the child labor

During the contractual period, parties agree to respect labor law requirements on the prohibition of child labor in accordance with the law No N° 66/2018 of 30/08/2018 regulating labor in Rwanda and other child labor protection laws and conventions ratified by Rwanda.

Article 23: Dispute resolution

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement shall be submitted to the competent Rwandan court in Kigali.

Article 24: Severability

In the event, any provision of this Contract is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Contract and all other provisions should continue in full force and effect as valid and enforceable.

Article 25: Governing Law

This Contract, its meaning, interpretation, performance and the relation between the Parties shall be governed by the Laws of Rwanda

Article 26: Authentic act

This contract is authenticated by a **Private Notary**, and the costs thereof shall be borne by the borrower.

Article 27: Enforcement

This contract comes into force at the time of signature.

IN WITNESS WHEREOF, the parties hereto, acting on their behalf or through their duly authorized

representatives have caused this contract to be signed in their respective names in Kigali, and delivered in 3 copies, on this/...../.....

The Borrower

**For COMPAGNIE GENERALE DE
BANQUE (COGEBANQUE) PLC**

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The Guarantor(s)

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NOTARY ACT NUMBER

VOLUME, OF THE, YEAR

We,, certify that the act entailing the clauses above stated has been presented to us by:

- 1. COMPAGNIE GENERALE DE BANQUE (COGEBANQUE) PLC**, a Company duly incorporated under the laws of the Republic of Rwanda, registered under TIN: 100005973, with its head office situated in Kigali, P.O. Box. 5230 Kigali, hereby officially represented by and, respectively andby virtue of powers conferred upon them by the Board of Directors, hereinafter called «**The Bank**», where the context admits its successors and assigns, the contractor on the first part;
- 2.**, with registered address is inDistrict,Sector,Cell,.....Village,.....; holder of national identity card N°

issued at/, herein called « **The Borrower** », where the context admits its successors and assigns, the contractor on the second part;

3., with registered address is inDistrict,Sector,Cell,.....Village,.....;holder of international passport N°, issued in....., herein called « **The Guarantor** », the contractor on the third part;

4. with registered address is inDistrict,Sector,Cell,.....Village,.....; with company registration N°, represented by, holder of national identity card N°....., issued at /, herein called « **The Guarantor** », the contractor on the fourth part.

In presence of and, both agents of the Bank, witness as and meet all conditions required by the law Reading the act contents having been made to subscribers and witnesses, the subscribers have declared before us and before the witnesses that the act as it is composed fully expresses their will. In witness whereof, this act was signed by the appearing parties, witnesses, ourselves, and the notary and contains the seal of the Private Notary.

The Parties

For The Borrower

**For COMPAGNIE GENERALE DE
BANQUE (COGEBANQUE) PLC**

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The Guarantors

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Witnesses

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The Notary

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