

INTEREST- BEARING -LOAN CONTRACT N°/2022

This contract (hereinafter called the **contract**) is made by and between :

1. **COMPAGNIE GENERALE DE BANQUE (COGEBANQUE) PLC**, a company duly incorporated under the laws of the Republic of Rwanda, with Company code 100005973, with its head office situated at Kigali, P.O. Box. 5230 Kigali, hereby officially represented by and, respectively and, by virtue of powers conferred upon them by the Board of Directors, herein called « **The Bank**», where the context admits its successors and assigns, the contractor on the first part;
2., whose registered address is District,Sector, with TIN n° represented by Mr., Managing Director, whose address is in0 District,Sector, Cell, Village, holder of Identity card n° issued at/....., herein called « **The Borrower** », where the context admits its successors and assigns, the contractor on the second part;
3. and, whose registered address is District, Sector, Cell, Village, respectively holders of identity cards n° and both issued at/....., herein called « **the Guarantors**», the contractors on the third part.

NOW THEREFORE, the parties hereto agree as follows:

Article 1: Purpose

The borrower has been granted a renewal of a composite line facility to be used interchangeably for contract financing facility line and Bank guarantee.

Article 2: Facility amount

The Bank grants a composite line facility renewal amounting to (FRW.....), subject to the following conditions:

- **Conditions precedent:**
 - ✓ Board resolution of shareholders of to borrow and mortgage the collateral;
 - ✓ Disbursement to be done upon presentation of signed contract with payment domiciled to COMPAGNIE GENERALE DE BANQUE (COGEBANQUE) Plc;
 - ✓ Joint and several liability of shareholder(s) of
 - ✓ All related insurances to be availed prior to draw down.
- **Condition subsequent**
Assignment of business receivables into the books of COMPAGNIE GENERALE DE BANQUE (COGEBANQUE) Plc.

Note that any future payment from any additional contracts shall be used to pay full or partially the disbursed amount and accrued interests.

Article 3 : Financial conditions

For contract financing facility line

- Interest Rate: COGEBANQUE Base rate + **3.5%** which is equivalent to **18.5%** 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;
- Processing fee of 1% once on loan amount, maximum RWF 100,000;
- Commission on the unused part of a composite line facility :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);
- 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 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.

For Bank guarantee

- Charges : 2% flat per semester (Minimum RWF 50,000);

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

Article 4 : Repayment terms

A composite line facility disbursed by the Bank must be repaid within **12 months**.

Without prejudice to the repayment period mentioned in this article, this contract shall continue to be valid and binding on the issued Bank guarantee. The guarantee period shall survive the expiration period of this contract.

The Borrower undertakes to do the following:

- a) Repay the principal plus interests on due date through the account number opened with COMPAGNIE GENERALE DE BANQUE (COGEBANQUE) PLC in the names of
- b) To provide the necessary provision for the payment of insurance premiums against fire and Special perils, loan protection insurance as stipulated in Article 16 of this contract;
- c) Assign total proceeds to COMPAGNIE GENERALE DE BANQUE (COGEBANQUE) PLC;
- d) Security to be duly up stamped prior to any disbursement;
- e) In case of expropriation of the property 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 5: Collaterals and comforts

The borrower agrees to secure the facility with the following securities as conditions precedent to drawdown:

- 1. A mortgage on the first rank on the plot with UPI n° located atvillage, Cell, Sector, District, belonging to and
- 2. Subscription to fire insurance policy covering the above mentioned property with an article stipulating assignment of interests in favor of the Bank (article 16 of the present contract);
- 3. Subscription to loan protection insurance of Mr. with an article stipulating assignment of interests in favor of the Bank (article 16 of the present contract);
- 4. Joint and several guaranty of shareholders of
- 5. Board resolution of shareholders of to borrow and mortgage the collateral;
- 6. Domiciliation of all receivables from the presented contract and assignment of all business proceeds in books of

Article 6: Mortgaging details

The borrower and the guarantor(s) hereby authorize the Bank to up stamp mortgage registration on above plot 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 mortgage up stamping expenses, as well as other potential charges related to the implementation, monitoring and the recovery of the facility granted to them by the Bank shall be borne by the borrower.

Article 7: Title remittance and lease assignment

The borrower and guarantor(s) accept to furnish to the Bank the original copy of land lease contract on the above plot. The borrower and guarantor(s) also undertake to submit to the Bank potential rent contracts on the building and accordingly, they accept to assign rent proceeds that they would collect from the said building.

Article 8: Exclusiveness of the ownership

The guarantor(s) declare that they are the exclusive owner(s) of the property 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. Mortgage granted in favor of the Bank extend to adjacent building that the borrower and guarantors may join to the mortgaged building 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 9: Credit reporting system

The Borrower and the guarantor(s) expressly consent(s) and allow(s) 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 10: Clause of non-alienation

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

Article 11: Penalties for delays

A delay in payment of sums due under the proposed facility on its due date automatically runs default interest comprised of interest on arrears (principal, interest, commissions) of 2% per month, which may be reviewed by the Bank, from time to time. These penalties shall continue to accrue until the date of their actual payment. Such interest 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 12: 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 cancelled:

- (i) The failure of the Borrower to observe or perform any of their obligation under this contract and/or security 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 their obligation under this letter and/or the security documents;
- (iii) The Borrower admits in writing of their inability to pay or shall become unable to pay their debts generally as they fall due, or become Bankrupt or insolvent, or file any petition or action for relief under any Bankruptcy, re-organization or insolvency law;
- (iv) In case of a company, 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 of the Borrower's revenues and assets.
- (v) Any of the Borrower's indebtedness is not paid on 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 their obligations under this contract and or the security documents is withdrawn or modified or it becomes for any reason unlawful for the Borrower to perform any of those obligations.

Article 13: 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 sale of those assets, the Bank shall follow procedures outlined in the mortgage law and/or enacted by competent authorities.

Article 14: 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 15: Fees

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

Article 16: Insurances

The property mentioned above that the borrower and guarantors agree to maintain in a state of perfect service have to be insured against the risk of fire, earthquake, lightning and explosions and in exchange to their reconstruction value, and to provide loan protection insurance to the benefits of the Bank. The borrower agrees to maintain and renew the insurance and to pay regular premiums and fees, and submit the receipts to the Bank within (30 days) before expiration date. The borrower also agrees to notify the insurers, through the Bank, 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 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 17: Responsibility

By signing this contract, the borrower and the guarantor(s) 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 18: 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 19: Notices

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 party him/herself 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 20: 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 21: 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 22. Governing Law

This Contract, its meaning, interpretation, performance and the relation between the Parties shall be governed by the Laws of Rwanda. All what is not provided for by both this contract and rules and regulations governing loan proceeding, shall be governed by the laws of Rwanda as well.

Article 23: Dispute resolution

Both parties agree to settle amicably any dispute that may arise from this contract. Should the dispute persist for the period of 30 days after commencement of the amicable settlement, the matter

shall be referred to the competent Rwandan court in Kigali.

Article 24: Authentic act

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

Article 25: 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/...../.....

For

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

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The Guarantor(s)

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NOTARY ACT NUMBER

VOLUME OF

We,, certify that the act entailing 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, with Company code 100005973, with its head office situated at Kigali, P.O. Box. 5230 Kigali, hereby officially represented by and, respectively and, by virtue of powers conferred upon them by the Board of Directors, herein called « **the Bank**», where the context admits its successors and assigns, the contractor on the first part;
2., whose registered address is District,Sector, with TIN n°..... represented by Mr., Managing Director, whose address is in0 District,Sector, Cell, Village, holder of Identity card n° issued at/....., herein called « **The Borrower** », where the context admits its successors and assigns, the contractor on the second part;
3. and, whose registered address is District, Sector, Cell, Village, respectively holders of identity cards n° and both issued at/....., herein called « **the Guarantor(s)**», the contractors on the third part.

In presence of and, both agents of the Bank, witness as and meeting 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 notarial office.

The Parties

For

**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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Fees related

The Deed fees: Three Thousand Rwandan Francs registered by us,, under number, volumes II having the cost of Three Thousand Rwandan Francs, collected on receipt n° of, issued by COMPAGNIE GENERALE DE BANQUE (COGEBANQUE) PLC.

The Notary

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Mailing fees:

FOR AUTHENTIC SHIPMENT WHICH COST SIXTEEN THOUSAND FIVE HUNDRED RWANDAN FRANCS
CHARGED FOR AUTHENTIC MAILING ON THE SAME RECEIPT.

The Notary

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