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## LOAN FACILITY AGREEMENT

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BETWEEN

[full legal name entity 1]

AND

[full legal name entity 2]

DATED

[date, year]

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# LOAN FACILITY AGREEMENT

This Loan Facility Agreement (this "Agreement") is entered into on [date] by and between,

## BETWEEN

1. [full legal name entity 1], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as "the Lender";

## AND

2. [full legal name entity 2], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as "the Borrower";

Jointly hereinafter referred to as "Parties"

## WHEREAS:

- Parties are both companies of the [XYZ] group of companies ("[XYZ] group").
- The Lender wishes to make available to the Borrower, who wishes to accept, an interest bearing loan facility in accordance with the terms and conditions set forth below.
- The Borrower will use the funds obtained from the Lender to finance [description of purpose of loan].

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, LENDER AND BORROWER AGREE AS FOLLOWS:

## Article 1 Loan Facility

1. Pursuant to the terms and conditions set forth herein, the Lender agrees to grant the Borrower a loan facility with an aggregate amount of up to [amount and currency of the loan] (the "Loan Facility").
2. The Borrower may utilize the Loan Facility on the date of this Agreement.

## Article 2 Grant of Loan Facility and Purpose

1. The Parties agree that, during a period from the date of this Agreement to [date, indicating window for drawing from loan facility] (the "Drawdown Period"), the Borrower has the right, by sending a written notice to the Lender, to request the Lender to make payment of any part of the Loan Facility which has not been drawn down, in whole or in part, in no later than 10 working days, provided that Borrower made the guarantee as contemplated in Clause 6 below.
2. The day on which the Lender makes available to the Borrower relevant loan under a drawdown request by the Borrower is the "Actual Payment Date" in respect of such loan. In case of any part of the Loan Facility, which has not been drawn down by the Borrower upon the expiration of the Drawdown Period, the Lender may cancel such part of the Loan Facility, and is no longer obliged to make such part of the loan under this Agreement available to the Borrower.
3. Unless otherwise required by the Borrower in the drawdown request, the Lender shall make payments of the loan to the Borrower's account as follows:

Account name: [insert account name]

Bank details: [insert bank details]

Account number: [insert account number]

4. The loan shall only be used for the investment in [brief description of purpose of loan].

## Article 3 Term of Loan Facility and Renewal

1. The term of the Loan Facility shall be [number] years, starting from the date on which first payment of the loan under the Loan Facility is made to the Borrower's account (the "First Grant Date") in accordance with Clause 2.
2. Where necessary, the term of the Loan Facility may be renewed upon an agreement by the Parties.

6. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement shall not constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy provided under this Agreement shall preclude the further exercise of such or any other right or remedy.
7. This Agreement may be executed and delivered (by fax or in PDF) in any number of countersigned counterparts and signed by each of the Parties. Each countersigned counterpart upon execution shall be deemed as an original but all of which together shall constitute one and the same instrument.

### **Article 13 Applicable Law and Disputes**

1. This Agreement is governed by and construed in accordance with the laws of the [country].
2. Any dispute arising out of or in connection with this Agreement shall be first resolved by the Parties through negotiation. The requesting party shall, by sending a dispute notice with a specific date, inform the other party of the dispute and indicate the nature of the dispute. If the dispute cannot be resolved through negotiation within sixty (60) days from the date of the dispute notice, either party may submit the dispute to a competent court in [country] for litigation.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATE MENTIONED ABOVE:**

[full legal name entity 1],

[full legal name entity 2],

\_\_\_\_\_

\_\_\_\_\_

Signed by

Signed by

Name:

Name:

Title:

Title:

Date:

Date: