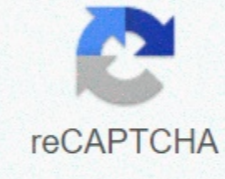




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Collateral management agreement template

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NOTA BENE: This is an example of a document in use in Ghana, and is not meant for universal application. COLLATERAL MANAGEMENT AGREEMENT THIS AGREEMENT is made the _____ day of _____ 1994 Among: _____ (hereinafter called the "Depositor") OF THE FIRST PART and: _____ a company/partnership existing under the laws of Ghana and having its principal place of business situate at _____, Accra in the Greater-Accra Region of the Republic of Ghana (hereinafter called "the Collateral Manager") OF THE SECOND PART and: _____ XYZ BANK LIMITED, a bank formed under the laws of Ghana having its Registered Office situate at Accra aforesaid (hereinafter called the "Bank") OF THE THIRD PART Whereas: The Depositor is the owner of maize (hereinafter called the "Commodities"). The Bank has agreed to grant a credit facility to the Depositor secured by a pledge on the Commodities. The Depositor and the Bank wish the Collateral Manager to handle and store the Commodities for the account of the Bank, and the Collateral Manager has agreed to do so upon the terms and conditions mentioned hereinafter. NOW THIS AGREEMENT WITNESSES that in pursuance of the premises and in consideration of the mutual understandings and agreements herein contained the parties hereto HAVE AGREED as follows:
Appointment: The Depositor hereby appoints the Collateral Manager who accepts to receive the Commodities for storage and handling for the benefit of the Bank according to the terms hereinafter provided and the Collateral Manager Warehousing General Terms and Conditions attached hereto as Annex I which forms a part hereof. Warehouse: The Commodities shall be stored in a warehouse situated at _____. Description of services: The Collateral Manager shall render the following services: (a) The Collateral Manager shall receive the Commodities at the door of the warehouse and unload them using casual labourers specially hired for this purpose. (b) Once discharged from the trucks, the Collateral Manager will stack the Commodities in the warehouse in an appropriate manner and in accordance with the local regulations for maize. At that stage, the Collateral Manager will prepare a report for each truck and will fill stack cards for each lot. (c) If requested, the Collateral Manager will perform a 100 percent weighing control and a quality classification of the Commodities, by analysing a representative sample of each lot, according to the specifications which will be agreed upon by the parties. (d) Within 48 hours of receipt of the Commodities into store (excluding Sundays and public holidays) the Collateral Manager will notify the parties by fax of the details of the consignment received. (e) After confirmation received from the Bank the Collateral Manager will issue a Warehouse Receipt to the Bank in the form attached hereto as Annex II which forms a part hereof. (f) The Collateral Manager will store the goods in the warehouse until delivery as provided hereunder. (g) Upon advice from the Bank of an expected date of delivery of the Commodities from the Warehouse with all the necessary information the Collateral Manager will prepare the lot to be delivered. (h) If requested the Collateral Manager will fumigate the Commodities before delivery. (i) When a delivery is programmed the Collateral Manager will arrange the delivery of the Commodities ex warehouse and ensure that all the bags which have been prepared are taken for loading into the respective wagons. These manoeuvres will also be done by casual labourers hired for this purpose by the Collateral Manager and, if requested, the Collateral Manager will also perform a spot weight checking at this stage. (j) The Collateral Manager will arrange loading and proper storage of the Commodities on the wagons and, if requested, will also seal these wagons. (k) The Collateral Manager shall ensure that the Commodities to be delivered correspond with the specifications stated on the Warehouse Receipt(s) handed over by the Bank. (l) Upon completion of delivery, the Collateral Manager will issue a report of delivery and/or certificate of delivery per lot delivered, in accordance with the instructions of the Bank, specifying the quantity of bags and other relevant details of the lot. The Collateral Manager will also take possession of the original document issued by the Railways or other transporter once the Bank has given to the Railways or other Transporter the necessary delivery instructions confirming delivery and will immediately courier these documents to the Bank. Release of Commodities: For greater certainty it is hereby stated and agreed that the Collateral Manager shall not allow the release of any Commodities unless it has received written instructions from the Bank stating the person to whom the Commodities shall be released and the date and manner of such release, notwithstanding alternative or contradictory instructions from the Depositor. Insurance: The Depositor will arrange for an all-risks policy or such other policy or policies as the Bank shall determine to cover the Commodities. Commingling of Commodities: All Commodities stored hereunder may be commingled and warehoused as one general lot of fungible goods and the Bank shall be entitled to such portion of such general lot as the amount of the Commodity represented by the Warehouse Receipt bears to the whole of such general lot of such Commodities. Fees: In consideration of the services provided by the Collateral Manager herein, the Bank will pay the Collateral Manager the following fees for its services: (a) receipt and delivery of Commodities as per Section 3(a), (b), (d), (g), (i) to (1): Cedi _____ per tonne; (b) storage of Commodities as per Section 3(f): Cedi _____ per tonne per fortnight or part thereof; (c) insurance, if any, as per Section 5: 0. _____ % per month based on the value of the Commodities stored in the warehouse on the first day of each month; (d) issue of warehouse receipt as per Section 3(e) and other sundry costs: Cedi _____ per tonne. Notwithstanding the above the Bank agrees to pay the Collateral Manager a minimum monthly fee of Cedi _____. Other Charges: The fees mentioned in Section 7 do not include the services mentioned in Section 3(c) and (h) or other services which shall be charged under a separate agreement among the parties. Payments: All fees will be charged monthly by the Collateral Manager and the Bank will pay same within 30 days of the date of issue of the Collateral Manager's invoice. Payments of fees made by the Bank hereunder shall be debited to the Depositor's account with the Bank for reimbursement accordingly. Access to Commodities: Apart from employees, agents or contractors of the Collateral Manager, the Collateral Manager will only admit persons to the warehouse who have been so authorized by the Bank. Indemnity: In consideration of the Collateral Manager agreeing to act in accordance with the instructions of the Bank, the Depositor undertakes to indemnify the Collateral Manager and to keep it fully indemnified against all losses, damages, costs and expenses incurred or sustained by the Collateral Manager whatsoever nature and howsoever arising out of or in connection with such instructions of the Bank, provided the Collateral Manager acts in good faith. Further, the Collateral Manager shall not be liable for any action taken or omitted by it under or in connection with the instructions of the Bank. Lien: Nothing herein shall restrict or negate any lien or other rights that the Collateral Manager may have on the Commodities. The parties expressly agree that the Collateral Manager's licence shall rank pari passu with the pledge or security given by the Depositor to the Bank. Duration: This Agreement comes into force on the date of its execution and will terminate upon 30 days' notice by a party to the others. Holding-on period: In case of termination by a party as provided in Section 13 the Collateral Manager shall continue to hold the Commodities until such time as the Bank notifies the Collateral Manager of the name of the person to whom, and the place where, the Collateral Manager shall deliver the Commodities. If such person and place are not designated within 60 days of the date of termination of this Agreement the Collateral Manager may sell the Commodities in accordance with Annex 1. Amendments: This Agreement shall not be changed or supplemented in any way except by properly executed documents signed by a representative or officer duly authorized in writing by each of the parties hereto. SIGNED SEALED AND DELIVERED by: _____ on behalf of the: _____ (the Depositor) herein the presence of: _____ SIGNED SEALED AND DELIVERED by: _____ on behalf of the: _____ (the Collateral Manager) herein the presence of: _____ SIGNED SEALED AND DELIVERED by: _____ on behalf of the: _____ (the Bank) herein the presence of: _____ Annex 4 - Specimen warehouse receipt
NOTA BENE: This is an example of a document proposed for use in Ghana, and is not meant for universal application. WAREHOUSE RECEIPT NO. _____ ISSUED TO: _____ XYZ BANK REF. OF COLLATERAL MANAGER This is to certify that the undersigned has received the following goods for storage in apparent good order and condition (except as noted) subject to the Collateral Manager Warehousing General Terms and Conditions and the Collateral Management Agreement between the Collateral Managers, XYZ Bank and _____ dated _____ 1994 MARKS & NUMBERS DESCRIPTION OF GOODS REMARKS/NOTES GROSS WEIGHT: kg NET WEIGHT: kg NO. OF PACKAGES: DATE RECEIVED: LOCATION OF STORAGE: WAREHOUSE RENT: INSURANCE This Warehouse Receipt is not a negotiable document of title and therefore does not evidence title to the goods mentioned herein. It cannot be negotiated nor used as collateral security. Delivery or partial delivery of the goods will only be made upon written instructions from XYZ Bank in accordance with the Collateral Management Agreement above-stated. The undersigned is not responsible for the contents or description of the goods. THE COLLATERAL MANAGER DATE: _____ Contents - Previous - Next

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