

บรรณานุกรม

ภาษาไทย

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ภาคผนวก

ภาคผนวก ก

X COMPANY LIMITED

US\$ 7,500,000

SYNDICATED LOAN AGREEMENT

guaranteed by

Y COMPANY LIMITED

(Date) _____

Agent

A BANK LIMITED

Manager

Z BANK LIMITED

LOAN AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 19__ by and among

X Company Limited, a company incorporated under the laws of the Kingdom of Thailand (the "Borrower");

Y Company Limited, a company incorporated under the laws of the Kingdom of Thailand (the "Guarantor");

the undersigned bank and financial institutions, the names and addresses of which appear in Schedule 1 attached hereto (hereinafter referred to collectively as the "Lenders" and severally as the "Lender");

Z Bank Limited, a company incorporated under the laws of _____, acting as the manager (the "Manager");

A Bank Limited, acting as agent for the Lenders (the "Agent").

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

- 1.01 "Advance" shall mean an advance to the Borrower by a Lender of its Commitment Percentage of the amount of each Drawdown.
- 1.02 "Availability Period" shall mean the period commencing on the date hereof and terminating on and including the earliest of: (a) the date the full amount of the Loan is drawn down hereunder, (b) the ____ day of _____, 19__ or (c) the date the obligation of the Lender to lend hereunder terminates in accordance with the terms of this Agreement.
- 1.03 "Banking Day" shall mean a day on which dealings in Dollars may be carried out in the Singapore interbank market and which is also a day on which commercial banks are opened for business in Singapore, New York City and Hong Kong.
- 1.04 "Commitment" shall mean in regard to each Lender the aggregate principal amount set forth in Schedule 1 opposite such Lender's name or, where the context so requires, the obligation of each Lender to advance up to such amount subject to the terms of this Agreement.

- 1.05 "Commitment Percentage" shall mean in regard to each Lender the percentage set forth in Schedule 1 opposite such Lender's name, as such percentage may from time to time be adjusted pursuant to Section 3.04 (b).
- 1.06 "Dollars" and the sign "\$" shall mean dollars in the lawful currency of the United States of America.
- 1.07 "Drawdown" shall mean each borrowing of part or all of the Commitments by the Borrower, consisting of simultaneous Advances from the Lenders.
- 1.08 "Event of Default" shall mean any of the events set forth in Section 9.
- 1.09 "Guarantee" shall mean the guarantee of the Guarantor as contained in Section 10.
- 1.10 "Interbank Rate" shall mean with respect to any Interest Period the interest rate at which deposits of Dollars in the amount of the Loan are offered for such Interest Period to the Agent by prime banks in the Singapore interbank market at 11:00 A.M. Singapore time on the date two (2) Banking Days prior to the first day of the relevant Interest Period, or later on such day if no offer is made at 11:00 A.M.
- 1.11 "Interest Payment Date" shall mean the last day of each Interest Period.
- 1.12 "Interest Period" shall mean the period commencing on the date of the Drawdown and having a duration of three or six months, at the option of the Borrower, and each three or six month period, at the option of the Borrower, thereafter commencing on the last day of the then current Interest Period, provided that, the Borrower shall select a combination of Interest Period such that the Repayment Date will coincide with an Interest Payment Date. The Borrower shall give the Agent notice of the length of the Interest Period desired at least three Banking Days prior to the commencing thereof. In the absence of such notice the Interest Period shall be of three months' duration or such shorter duration as may be necessary to ensure that the Repayment Date coincides with an Interest Payment Date. If any Interest Period would otherwise end on a day which is not a Banking Day, that Interest Period shall be extended to the next succeeding day which is a Banking Day unless the result of such extension would be to carry such Interest Period over into another calendar month, in which event such Interest Period shall end on the preceding Banking Day.
- 1.13 "Lending Office" shall mean the office of each Lender located at its address specified in Schedule 1 or any other office of such Lender as it may from time to time notify the Agent.

- 1.14 "Loan" shall mean the aggregate principal amount of \$7,500,000 which the Lenders have, subject to the terms and conditions hereof, agreed to advance to the Borrower or such part thereof as may from time to time be outstanding, as the context may require.
- 1.15 "Majority Lenders" shall mean Lenders which have advanced more than fifty percent (50%) of the outstanding Loan or, if no Drawdown has been made, Lenders whose aggregate Commitment Percentage exceeds fifty percent (50%).
- 1.16 "Note" shall mean the promissory note issued by the Borrower pursuant to Section 8.02 (B) evidencing the Loan substantially in the form of Exhibit A hereto and, in any event, in form and substance satisfactory to the Agent.
- 1.17 "Repayment Date" shall mean each of the seven (7) dates occurring 12, 18, 24, 30, 36, 42 and 48 months after the date of the first Drawdown, provided that each such date shall be adjusted to correspond with the Interest Payment Date occurring in the same calendar month.

Unless the context otherwise requires, words importing singular shall include plural and vice versa.

SECTION 2. THE LOAN

2.01 Disbursement of Loan

- A. Subject to the terms and conditions of this Agreement, each Lender agrees to advance the full amount of its Commitment (but not less than the full amount thereof) to the Borrower during the Availability Period in one or more Drawdown which shall be made on a Banking Day as specified to the Agent by the Borrower in a Notice of Drawdown at least five (5) Banking Days prior to the proposed date of Drawdown. Each Drawdown shall be not less than \$1,000,000. The Notice of Drawdown shall be substantially in the form of Exhibit B hereto and effectively only upon receipt by the Agent.
- B. The Agent shall notify each Lender forthwith of the receipt of a Notice of Drawdown and each Lender shall ensure that its respective Advance, same to be such percentage of the sum drawn as specified in Schedule 1 to be such Lender's Commitment Percentage, is made available to the Agent no later than 11:00 a.m. on the date of Drawdown.
- C. Any part of the Commitment undrawn at the close of business on the last day of the Drawdown Period shall be automatically cancelled and shall not thereafter be available to the Borrower.
- D. The obligation of each Lender hereunder is several, and none of the Lenders shall be liable for any

failure by any other Lender to meet its obligations hereunder, nor shall such failure relieve the Borrower or the remaining Lenders from their obligations under this Agreement, and the amount to be drawn hereunder may be reduced and calculated accordingly. The Agent shall also be under no liability to the Borrower if any Lender shall fail to make its Advance to the Agent in time for the Agent to apply the amount thereof for value on the date of Drawdown. But in the event any Lender defaults in its obligation to make Advance hereunder, the Manager and the Agent shall jointly and severally on the best effort basis endeavour to cause the amount in default of Advance to be advanced by another person or persons.

- E. Unless the Agent shall have been notified by a Lender at least twenty four (24) hours before the date of Drawdown that such Lender is unable to make such Advance for the Drawing then requested by the Borrower, the Agent shall be entitled to assume that such Lender has made such Advance available to the Agent in accordance with the provisions hereunder and the Agent shall be entitled to, in reliance upon such assumption, make available to the Borrower the amount corresponding to the Advance which is supposed to be made by that Lender. Where such Advance is not actually made by the Lender, the Agent shall be entitled to claim back such amount on demand from either (in the first instance) such Lender or (thereafter) the Borrower together with such sum as will compensate the Agent for any loss or expense incurred by the Agent in connection therewith. In the case where the Borrower has reimbursed the Agent of such sums, the Borrower shall have the right to take actions against such Lender for defaulting its obligation and claim indemnification for the expenses and losses incurred.

2.02 Purpose

The proceeds of the Loan will be used for general working-capital purposes.

2.03 Interest

The Borrower agrees to pay to the Agent for the pro rata of each Lender interest from time to time on the Loan, as specified below:

- (A) Interest shall accrue at the rate which is one point two five of one percent (1.25%) per annum above the Interbank Rate for the relevant Interest Period and shall be payable in arrears on each Interest Payment Date. Interest shall accrue from and including the first day of each Interest Period to but not including the last day of each Interest Period.

- (B) Notwithstanding the foregoing, if the Borrower fails to pay any amount when due hereunder (whether at its stated maturity or by acceleration), interest shall accrue on such unpaid amount to the date of payment in full at the rate which is the greater of (i) the rate of one percent (1%) per annum above the interest rate applicable to the unpaid amount immediately before it became due, or (ii) two percent (2%) per annum above the Interbank Rate for Interest Periods of one day, one week, one month or three months (as the Agent shall select in its sole discretion) determined as of the day of default and for successive Interest Periods thereafter selected by the Agent so long as such amount remains unpaid. Such interest shall be payable on demand.
- (C) Interest rates shall be per annum rates based on the actual number of days elapsed during an Interest Period and a year of three hundred and sixty days.
- (D) The certificate of the Agent as to the rates of interest applicable to any Interest Period shall, save for any manifest error, be conclusive and binding upon all parties.

2.04 Repayment

The Borrower shall repay the Loan to the Agent for the pro rata account of each Lender in seven (7) equal (or as nearly equal as possible) instalments, one such instalment being payable on each Repayment Date. Where all Commitments are drawn by the Borrower, each of the first six instalments shall be equal to \$1,070,000 and the last instalment shall be equal to \$1,080,000.

2.05 Payments and Advances

All sums payable to the Agent, the Manager or any Lender hereunder and under the Note shall be payable in Dollars in immediately available funds cleared through the New York Clearing House Interbank Payments System or such other funds as the Agent may from time to time determine to be customary for the settlement of international banking transactions in Dollars not later than 10:00 A.M. New York time on the day in question to an account of the Agent in New York City as shall previously have been notified by the Agent to the Borrower for the purpose of making such payments. All sums to be advanced by the Agents for the account of the Lenders to the Borrower hereunder or under the Note shall be advanced in Dollars in immediately available funds cleared through the New York Clearing House Interbank Payments System or such other funds as the Agent may from time to time determine to be customary for the settlement of international banking transactions in Dollars on the day in question to the account of the Agent for the account of the Borrower, or to such account of the Borrower in New York City as the Borrower may by written notice specify.

2.06 Prepayment

The Borrower shall be entitled to prepay the Loan or the Note or a portion thereof on any Interest Payment Date, provided that, each such prepayment shall be to the amount of \$100,000 or an integral multiple thereof and the Borrower shall have given the Agent thirty days prior notice in writing of its intention to make such prepayment. Amounts prepaid may not be reborrowed.

SECTION 3. FUNDING AND YIELD PROTECTION

3.01 Alternate Funding

If the Agent determines that, on the day two Banking Days prior to the first day of an Interest Period, Dollar deposits for periods equal to the relevant Interest Period and aggregating the amount of the Loan to be outstanding during the forthcoming Interest Period are not being offered to the Lenders by prime banks in the Singapore interbank market with the result that the Lenders are unable to fund the Loan and/or to determine an interest rate with respect thereto, the Agent, in connection with the Lenders, shall promptly notify the Borrower and all parties shall immediately thereafter enter into negotiations in good faith with a view to agreeing on an alternate mutually acceptable basis for funding the Loan and/or determining interest rates to be applicable thereto. If at the expiry of thirty days from the date of such notice no alternate basis has been agreed upon, the Agent shall specify (as necessary) an alternate source of funds, interest rate and interest period and set forth the terms thereof in a written notice to the Borrower in which the Agent shall certify that in its judgment such terms generate for the Lenders a yield equivalent to that provided in this Agreement; such terms shall be conclusive and binding on the Borrower retroactively from the beginning of the Interest Period for which notice was given, and such procedure shall be repeated if the circumstances that made it necessary continue beyond the Interest Period so set.

3.02 Taxes

All sums payable by the Borrower hereunder or under the Note shall be paid in full, free of any deductions or withholdings on account of taxes or otherwise imposed by the Kingdom of Thailand or any political subdivision or taxing authority thereof. If the Borrower is required by law to deduct or withhold any taxes or other amounts from amounts paid hereunder, the gross amounts payable by the Borrower shall be increased to such amounts as will, after such deductions or withholdings, equal the amounts that would have been received if no such deductions or withholdings were required.

3.03 Reserves or Regulations

Upon written demand the Borrower shall pay to the Lender the Lender's cost of maintaining any reserves against its Advance or of complying with any law, regulation or condition imposed or instituted after the date hereof by any governmental authority having jurisdiction over such Lender with respect to its Advance.

3.04 Illegality

In the event that it becomes unlawful for any Lender to make or maintain its Advances, the obligation of such Lender to make such Advance shall terminate or, if Advance has been made, the Borrower shall promptly prepay such Lender's Advance.

3.05 Adversity Prepayment

The Borrower shall have the right to prepay the Loan upon five Banking Days' notice in writing to the Agent on a Banking Day if, by reason of any change in legal or interbank market conditions from those prevailing at the date hereof, additional amounts are required to be paid by it under the provisions of Section 3.01 or 3.03 above, provided that, the Borrower shall first have obtained any required consent or approval of the Bank of Thailand or any other governmental authority. In such event and in the event of a mandatory prepayment pursuant to Section 3.04, the Borrower shall prepay all (but not a part) of the Advances made by the relevant Lender together with accrued interest thereon to the date of prepayment and all other sums due under this Agreement including the sums required to be paid under this Section.

3.06 Funding Losses

The Borrower shall reimburse the Lenders for all costs, expenses and losses of the Lenders resulting from the Borrower's failure to effect the Drawdown on the date specified therefor in a Notice of Drawdown delivered pursuant to Section 2.01 or resulting from any repayment or prepayment on a date which is not an Interest Payment Date including, without limitation, any loss incurred by the Lenders on the redeployment of funds at rates lower than the cost to the Lenders of such funds.

SECTION 4. FEES AND EXPENSES

4.01 Management Fee

The Borrower shall pay to the Manager a management fee of \$_____ not later than seven days from the date of this Agreement or on the date of the Drawdown, whichever occurs earlier.

4.02 Agency Fee

The Borrower shall pay to the Agent an agency fee on the last day of the Availability Period and each anniversary thereof until all amounts to be paid hereunder shall have been paid. Each payment of the agency fee shall be the sum of \$_____.

4.03 Commitment Fee

The Borrower shall pay to the Agent for the pro rata account of each Lender a commitment fee at the rate of one half of one percent (0.5%) calculated from and including the fifteenth day from the date of this Agreement until the last day of the Availability Period on the undrawn portion of the Commitment. Such Commitment Fee shall be due and payable with fourteen (14) days from the last day of the Availability Period.

4.04 Expenses

The Borrower shall reimburse the Agent, the Manager and the Lenders upon demand and delivery of a statement of account certified by the Agent for all reasonable expenses incurred by the Agent and the Lenders, including fees and expenses of counsel, in connection with the negotiation and execution of this Agreement, the Note and the other documents called for by the terms of this Agreement and in connection with the administration and enforcement of this Agreement, the Note and any other documents called for by the terms of this Agreement from and including the date of the occurrence of an Event of Default. The Borrower shall reimburse such expenses in the currency in which same were incurred.

SECTION 5. REPRESENTATIONS AND WARRANTIES

The Borrower and the Guarantor jointly and severally represent and warrant to the Agent, Manager and the Lenders that:

5.01 Incorporation and Authority

The Borrower and the Guarantor are companies duly incorporated, organized and existing, in good standing under the laws of the Kingdom of Thailand and have the respective corporate power to own their respective property and to carry on their respective business as now being conducted and are duly qualified to do business and are in good standing.

5.02 Corporate Action

The Borrower and the Guarantor respectively have full power and authority to enter into and perform their respective delegation under this Agreement, to execute and deliver this Agreement and the Note, and to give the Guarantee and

to incur the obligations provided for herein and therein, all of which have been duly authorized by all proper and necessary corporate action and no consent or approval of shareholders is required as a condition of the validity of this Agreement or the Note.

5.03 Agreement Binding

This Agreement constitutes the legal, valid and binding obligations of the Borrower and the Guarantor enforceable in accordance with its respective terms; and the Note when executed and delivered pursuant hereto for value received will constitute the legal, valid and binding obligations of the Borrower enforceable in accordance with its respective terms.

5.04 Financial Statements

The financial statements of the Borrower and the Guarantor for the fiscal period ended the 31st day of December, 19__ heretofore delivered to the Lender, are complete and accurate and fairly present the financial condition of the Borrower and the Guarantor respectively as of the date thereof and have been prepared in accordance with accounting principles generally accepted in the Kingdom of Thailand consistently applied. There has been no adverse material change in the financial conditions or operations of the Borrower or the Guarantor since the date of such financial statements.

5.05 Litigation

Neither the Borrower nor the Guarantor is subject to any pending or threatened litigation or administrative investigation or proceeding which would, in any case or in the aggregate, materially adversely affect their respective right or ability to carry on their respective operations substantially as now conducted or to perform their respective obligations hereunder.

5.06 Approvals

Any consents, licenses, approvals or authorizations of, or registrations or filings with any governmental authority, bureau or agency required in connection with the execution, delivery, performance, validity or enforceability of this Agreement, the Note and all other documents contemplated hereby including without limitation the approval of the Bank of Thailand have been obtained and are in full force and effect except for (i) the registration of this Agreement and the Drawdown with the Bank of Thailand and the filing with the Bank of Thailand of such forms, if any, as may be required by applicable law and regulation within a reasonable time of the effectiveness of such requirement and (ii) the due filing with or approval by or on behalf of the Bank of Thailand of such forms, if any, as may be required by applicable law and regulation in respect of each payment to be made by the Borrower and/or the Guarantor hereunder.

5.07 Sovereign Immunity

The execution, delivery and performance of this Agreement by the Borrower and the Guarantor constitute private commercial acts rather than governmental or public acts. Neither the Borrower nor the Guarantor is entitled to claim immunity from legal proceedings with respect to themselves or any of their respective property on the grounds of sovereignty or otherwise under any law or in any jurisdiction where an action may be brought for the enforcement of their respective obligations hereunder or the attachment of property or the execution of any judgment with respect thereto. To the extent that the Borrower or the Guarantor or any of their respective properties or assets may hereafter acquire such right of immunity the same is hereby irrevocably waived by the Borrower and the Guarantor.

SECTION 6. AFFIRMATIVE COVENANTS

Until payment in full of all amounts owing by the Borrower hereunder and under the Note and until all other obligations of the Borrower and the Guarantor hereunder have been performed:

6.01 Performance of Obligations

The Borrower shall punctually pay to the Agent all amounts owing to the Lenders hereunder or under the Note at the times and on the dates specified herein and therein, without counterclaim, deduction or set-off and shall perform all of its other obligations hereunder.

6.02 Financial Statements

The Borrower and the Guarantor shall furnish to the Agent: (i) as soon as available but in no event more than one hundred and twenty (120) days after the close of their respective fiscal year, copies of their respective audited financial statements prepared and certified by independent certified public accountants satisfactory to the Agent in accordance with accounting principles generally accepted in the Kingdom of Thailand and consistently applied which shall include their respective balance sheets as of the end of such fiscal year and statements of income and expense, and retained earnings for such fiscal year; (ii) within thirty (30) days of the end of each fiscal quarter of the Borrower and the Guarantor, their respective unaudited financial statements for such quarter prepared in accordance with accounting principles generally applied and such financial statements shall include their respective balance sheets as of the date thereof and the other statements referred to in (i) above; and (iii) such additional operational or financial information, reports or statements as the Agent may from time to time reasonably request.

6.03 Taxes

The Borrower and the Guarantor shall duly pay and discharge all taxes, assessments and governmental charges upon them or against their respective properties prior to the date on which penalties attach thereto unless and to the extent only that the same shall be contested in good faith and by appropriate proceedings by the Borrower or the Guarantor, as the case may be. The Borrower shall, when called upon by the Agent to do so, pay on behalf of the Agent, Manager and/or the Lenders all taxes, stamp duties, penalties and other similar charges imposed by the laws of the Kingdom of Thailand on this Agreement or any of the documents contemplated hereby or on the Agent, Manager and/or the Lenders in connection with this transaction. In addition the Borrower shall indemnify the Lenders against any such taxes or other amounts paid by the Lenders; Provided, however, that the Borrower shall be under no obligation to be responsible for any taxes imposed on any Lender by the reason that such Lender is carrying on business in Thailand.

6.04 Maintenance of Government Approvals

The Borrower and the Guarantor will promptly from time to time obtain any and all exchange control authorizations and other governmental consents, approvals, licenses and authorizations and make all such filings and registrations as may be or become necessary from time to time for the Borrower and the Guarantor to execute and deliver this Agreement and the Note and to perform their respective obligations hereunder and thereunder.

6.05 Ranking of Loan

The Borrower and the Guarantor will cause their respective obligations under this Agreement to be at all times their respective direct and unconditional general obligations and to rank in right of payment and collateral security at least equal with all other unsecured obligations of the Borrower and the Guarantor (direct or contingent) outstanding from time to time (except for statutory preferential rights imposed by law).

6.06 Notice

The Borrower and the Guarantor shall promptly give written notice to the Agent of all material developments in relation to its business or property including, without limitation, any dispute with respect to taxes, and labour disturbance, any lawsuit initiated against the Borrower and the Guarantor in which the claim exceeds \$700,000 or its equivalent in any other currency and the creation of security of any kind in favour of a third party.

6.07 Registration

The Borrower will register this Agreement and the Drawdown with the Bank of Thailand and provide the Agent with evidence of such registration within forty-five (45) days of each Drawdown.

6.08 Acceptance of Agent

The Borrower and the Guarantor shall provide evidence of the acceptance of the agent appointed for service of process pursuant to Section 15.03 hereof within forty-five (45) days of the date of the Drawdown.

SECTION 7. NEGATIVE COVENANTS

The Borrower and the Guarantor hereby covenant to the Agent that, during the term of this Agreement, the Borrower and the Guarantor shall not permit any of the following events to occur or take any of the following prohibited actions, as the case may be, without the prior written consent of the Agent which consent shall not be unreasonably withheld:

7.01 Negative Pledge

The Borrower and the Guarantor shall not mortgage, charge, pledge or assign or grant any other security in any property or right to receive income acquired by the Borrower and/or the Guarantor after the date of this Agreement except pursuant to (1) trust receipt given to financial institutions to secure the purchase price of property advanced by such financial institution on behalf of the Borrower and/or the Guarantor or (2) to otherwise secure their respective obligations to reimburse a financial institution which has opened or agreed to open a credit line in favour of the Borrower and/or the Guarantor or (3) to () otherwise in the normal course of their respective business.

7.02 Merger; Acquisition; Sale of Assets

The Borrower and the Guarantor shall not merge, reorganize or consolidate with any other corporation or purchase or otherwise acquire all or substantially all of the assets of any other corporation, partnership or sole proprietorship which is not related to the Borrower and/or the Guarantor and the list of companies, partnerships and sole proprietorships provided by the Borrower to the Agent prior to the date hereof which are so related unless (i) such merger, reorganization, consolidation or acquisition does not significantly alter the overall nature of the business of the Borrower or the Guarantor; (ii) the Borrower and the Guarantor shall retain effective management and control over the entity resulting from any such merger, reorganization, consolidation or acquisition; and (iii) the ability of the Borrower and/or the Guarantor to perform all of their respective obligations hereunder is not materially impaired by any such merger, reorganization, consolidation or acquisition.

SECTION 8. CONDITIONS OF LENDING

The obligation of the Lenders to advance funds on the date of the Drawdown is subject to fulfillment of all of the following conditions precedent not less than three (3) Banking Days prior to the date of Drawdown:

8.01 Representations, Warranties and Covenants

(A) The Borrower and the Guarantor shall have complied and shall then be in compliance with all the terms, conditions and covenants of this Agreement which are binding upon the Borrower and the Guarantor.

(B) There shall exist no Event of Default as defined in Section 9 and no event which, with the giving of notice or the lapse of time, or both, would constitute such an Event of Default.

(C) The representations and warranties, contained in Section 5 shall be true and correct with the same effect as though such representations and warranties had been made at the date of the Drawdown.

8.02 Note

(A) The Agent shall have received the Notes, duly executed and issued by the Borrower pursuant to Section 8.02 (B) hereunder.

(B) The Borrower's obligation to repay the principal amount of the Loan made by each Lender hereunder shall be evidenced by a Note of the Borrower. Each Note shall (i) be dated the first Drawdown, (ii) be payable to the order of the Lender making such Advance, and (iii) mature in accordance with Section 2.04. If the amount of the first Drawdown is less than the amount of each such Lender's Commitment, each such Lender shall indicate on the schedule attached to its Note the amount then owing thereon. Each subsequent Drawdown and each principal repayment shall be evidenced by an appropriate notation by each Lender on the schedule attached to its Note; provided, however, that the failure to make such a notation with respect to any Advance shall not limit or otherwise affect the obligation of the Borrower hereunder or under such Note with respect to such Advance or other obligation, and recognition of payments of principal or interest on such Note by the Borrower shall not be affected by the failure to make a notation on the said schedule.

8.03 Corporate Action

The Agent shall have received certificates of directors of the Borrower and the Guarantor who are authorized to act on their respective behalf certifying the resolutions of their respective board of directors authorizing the

transactions contemplated by this Agreement and certifying the authority of the persons executing this Agreement, the Note and all other documents and instruments required hereunder to execute such agreements, documents and instruments and to bind the Borrower and the Guarantor thereby and further certifying such other matters as may be requested by the Agent.

8.04 Approvals, Etc.

The Agent shall have received copies certified to be true and correct by directors of the Borrower and the Guarantor of all consents, licenses, approvals or authorizations of, and registrations or declarations with, any governmental authority, bureau, agency or instrumentality required in connection with the execution, delivery, performance, validity or enforceability of this Agreement and the Note available prior to the Drawdown.

8.05 Legal Opinion

The Agent shall have received a written opinion from L Company Limited, a Thai legal counsel to the Borrower, substantially in the form of Exhibit C hereto, dated the date of the Drawdown.

8.06 Receipt

The Agent shall have received a receipt from the Borrower in respect of each Drawdown, such receipt to be in form and substance satisfactory to the Agent.

8.07 Notice of Drawdown

The Agent shall have received the Borrower's notice of Drawdown in accordance with Section 2.01 hereof.

8.08 Other Documents

The Agent shall have received properly authenticated copies of such other documents as it may reasonably request.

SECTION 9. EVENTS OF DEFAULT

9.01 Events of Default

Each of the following events and occurrences shall constitute and () Events of Default of the Borrower under this Agreement:

(A) Payment Default The Borrower fails to make any payment to the Agent, the Manager or the Lenders when due and payable any amounts which the Borrower is obligated to pay hereunder or under the Note.

(B) Representation Default Any representation or warranty made herein proves to have been incorrect or untrue when made.

(C) Other Covenants Default The Borrower or the Guarantor fails to perform or violates any provision of this Agreement (other than as described in (a) above) and such failure or violation continues unremedied for a period of sixty (60) days.

(D) Authorization Default Any governmental consent, license, authorization or approval necessary in connection with this Agreement, the Note or the other documents called for by the terms of this Agreement is revoked or restricted in any material way or not granted when required to permit the Borrower or the Guarantor to perform their respective obligations hereunder or under the Note or it becomes unlawful for the Borrower or the Guarantor to perform any of their respective obligations under this Agreement, the Note or any document called for by the terms of this Agreement.

(E) Cross Default The Borrower or the Guarantor fails to perform or violates any provision of any other agreement evidencing material indebtedness by which it is bound with the result that any other party to such an agreement is entitled to accelerate the indebtedness of the Borrower or the Guarantor thereunder.

(F) Bankruptcy Default The Borrower or the Guarantor (i) becomes insolvent or unable to pay its debts when due, or (ii) commits any act of bankruptcy which term shall include filing any petition in any bankruptcy, winding up or reorganization proceeding, or (iii) acknowledges in writing its insolvency or inability to pay its debts when due, or (iv) becomes under receivership of any bankruptcy, winding up or reorganization proceeding commenced by any creditor of the Borrower.

9.02 Consequence of Default

If an Event of Default shall occur under this Agreement, the Agent may, upon a determination of the Majority Lenders, by notice to the Borrower declare the Loan and the Note together with accrued interest and any other sum payable hereunder to be immediately due and payable whereupon the same shall forthwith become due and payable without demand, presentment, protest or notice of any kind other than as herein provided, all of which are expressly waived by the Borrower and the Guarantor. If an Event of Default or an event which with the giving of notice or the passing of time or both would constitute an Event of Default shall occur prior to the Drawdown, the Lenders shall have no further obligation to advance the Loan.

SECTION 10. GUARANTEE

- (A) In consideration of the Lenders agreeing to make the Commitments available to the Borrower under the terms of this Agreement and for guarantee fee received from the Borrower (which receipt of such fee is hereby acknowledged), the Guarantor hereby irrevocably and unconditionally guarantees that if there should at any time or from time to time be any default in the payment on the due date (whether at stated maturity, by acceleration or otherwise) of any of the moneys payable by the Borrower under this Agreement (whether in respect of principal of or interest on the Loan or pursuant to any other provision of this Agreement) the Guarantor will in accordance with the provisions of this Section pay to the Lenders or any particular Lender or (as the case may be) for its own account the moneys in the payment of which there has been a default as aforesaid.
- (B) If and whenever the Borrower shall default in the payment on the due date of any moneys payable under this Agreement, the Guarantor shall forthwith on demand therefor made by the Agent unconditionally pay to the Agent for the account of the Lenders or any particular Lender or (as the case may be) for its own account in Dollars the moneys in regard to which default has been made to the intent that the amounts so payable shall be such amounts as after all deductions on account of tax or otherwise will result in the Agent or the Lenders (as the case may be) receiving immediately the same amounts as would have been received by the Agent or the Lenders (as the case may be) had such payments been duly made by the Borrower in accordance with the terms of this Agreement.
- (C) The Guarantor shall not be exonerated or discharged from its liabilities hereunder by time being given to the Borrower or the Guarantor or by any other indulgence or concession to the Borrower or the Guarantor granted by the Agent or any of the Lenders, by the taking, holding, varying, non-enforcement or release by the Agent or any of the Lenders of any other security for all or any of the sums due and punctual payment of which is hereby guaranteed, by any other thing done or omitted or neglected to be done by the Agent or any of the Lenders or by any other dealing or thing including, without limitation, any circumstances whatsoever affecting or preventing recovery of amounts under this Agreement which but for this provision might operate to exonerate or discharge the Guarantor from its obligations hereunder.
- (D) This guarantee is to be a continuing guarantee and accordingly shall remain in operation until all moneys now or hereafter owing by the Borrower under the terms of this Agreement shall have been paid or satisfied in full and is in addition to and not in substitution for any other security which the Agent or any of the Lenders may at any

time hold for the payment of such moneys or any of them and may be enforced without first having recourse to any such security and without taking any steps or proceedings against the Borrower.

- (E) Without prejudice to the Agent's or any Lender's rights against the Borrower as principal debtor, the Guarantor shall, as between the Agent and each of the Lenders on the one hand and the Guarantor on the other, be deemed to be principal debtor in respect of their obligations hereunder and not merely sureties. Accordingly the Guarantor shall not be discharged nor shall its liability be affected by any act, thing, omission or means whatsoever whereby its liability would not have been discharged if it had been joint and several principal debtors. Without prejudice to the generality of the foregoing, the Guarantor hereby expressly waives all rights and entitlements which it may otherwise have had under Sections 681, 684, 694 and 697 of the Civil and Commercial Code of Thailand.
- (F) If any moneys shall become payable by the Guarantor under this Section the Guarantor shall not, without the prior written consent of the Agent:-
- (1) in respect of the amounts so paid seek to enforce repayment by subrogation, indemnity or otherwise or to exercise any other rights or legal remedies of any kind which may accrue howsoever to the Guarantor in respect of the amount so paid so long as any moneys remain owing under this Agreement; or
 - (2) claim payment for any other moneys for the time being due to the Guarantor by the Borrower on any account whatsoever or exercise any other right or remedy which it may have in respect thereof; or
 - (3) in the event of liquidation or bankruptcy of the Borrower prove in competition with the Agent or any Lender in respect of any moneys owing to the Guarantor by the Borrower on any account whatsoever but will give to the Agent and each of the Lenders the benefit of any such proof and of all moneys to be received in respect thereof until all moneys now or hereafter owing under the terms of this Agreement shall have been paid in full.
- (G) Any settlement or discharge between the Agent, the Lenders and the Guarantor shall be conditional upon no security or payment of the Agent or any Lender by the Borrower or any other person being avoided or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force and the Agent and each of the Lenders shall be entitled to receive the value or amount of any such security or payment from the Guarantor subsequently as if such settlement or discharge had not occurred.

- (H) In addition to the guarantee contained in this Section and separately therefrom (but subject to the provisions of sub-clause (B) of this Section) the Guarantor hereby irrevocably agrees to indemnify and to keep the Agent and each of the Lenders indemnified against any loss of whatever kind resulting from the failure by the Borrower to make any repayment or payment due under this Agreement within the time limits specified therein and to pay to the Lenders the amount of such loss whether or not the Agent or any Lender has attempted to enforce any rights against the Borrower. Without prejudice to the generality of the foregoing such loss shall include the total amount of (a) all those amounts (to the extent to which the Agent and the Lenders shall not already have received them) as fall within the guarantee contained in this Section and (b) all expenses which the Agent or any Lender may incur in proceeding against the Borrower or the Guarantor.

SECTION 11. THE AGENT, THE MANAGER AND THE LENDERS

- (A) Each Lender hereby authorizes the Agent to administer the Loan on its behalf and, subject as provided below, to exercise and carry out all the discretions, authorities, powers and duties conferred on the Agent as the Agent by this Agreement together with such powers as are reasonably incidental thereto and to give a good discharge for any moneys payable under this Agreement.
- (B) The Agent will account to the appropriate Lending Office of each Lender for each Lender's due proportion of all sums received by the Agent for such Lender's account, whether by way of repayment of principal or payment of interest, commitment commission or fees or otherwise. The Manager and the Agent may retain for their own use and benefit (and shall not be liable to account to the Lenders for all or any part of) any sums received by them or any of them by way of management fee or agency fee respectively or by way of reimbursement of expenses incurred by them.
- (C) The Agent shall not be obliged to take any steps to ascertain whether any of the events or circumstances described in Section 9.01 (B) to (F) inclusive has happened or exists. Until the Agent shall have actual knowledge or shall have received express notice to the contrary, the Agent shall be entitled to assume that no such events or circumstances as are described in Section 9 have happened or exist and that the Borrower and the Guarantor are performing all its and their obligations under this Agreement. Upon being satisfied that any of the events or circumstances described in Section 9.01 (B) to (F) inclusive has happened or exists the Agent shall inform the Lenders.
- (D) The Agent shall not be obliged to take any proceedings against the Borrower, the Guarantor or any other person, body or corporation unless indemnified to its satisfaction. The Agent will be entitled to rely on any communication or

document believed by it to be genuine and correct and to have been communicated or signed by the person by whom it purports to be communicated or signed and shall be liable to any of the parties to this Agreement for any of the consequences of such reliance.

- (E) Each Lender will notify the Agent of, and provide the Agent with a copy of, any communication between such Lender and the Borrower on any matter concerning the Loan. Any communication from any Lender in respect of this Agreement shall be sent to the Agent addressed as provided in Section 15.05. The Agent shall promptly notify each of the Lenders upon receipt of any notices from the Borrower and will immediately send copies of all such notices to the Lenders.
- (F) Neither the Agent nor any of its directors, officers, employees by it or them hereunder, or in connection herewith, unless caused by its or their gross negligence or wilful misconduct. Neither the Agent nor any of the Managers shall be responsible for any statements, Representations or Warranties in any document provided by the Borrower and/or the Guarantor or for the execution, effectiveness, genuineness, validity or enforceability of this Agreement. The Agent shall be entitled to rely on the advice of any professional adviser selected by it given in connection with this Agreement and shall not be liable to the Lenders or any of them for any of the consequences of such reliance.
- (G) With respect to its own Commitment the Agent which is also a Lender shall have the same rights, liabilities and powers under this Agreement as any other Lender as though it were not the Agent. The Agent may, without liability to account, accept deposits from, lend money to and generally engage in any kind of banking or trust business with or for the Borrower or the Guarantor as if it were not the Agent of the Lenders.
- (H) The Lenders agree to indemnify the Agent and the Manager and each of them (to the extent not reimbursed by the Borrower or the Guarantor) rateably according to the Lenders' respective Commitment Percentage, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses and disbursements of any kind or nature whatsoever (except in respect of any agency, management or other fee due to the Agent in its capacity as Agent or to the Manager in its capacity as Manager respectively) which may be imposed on, incurred by or asserted against the Agent in its capacity as Agent or against the Manager in its capacity as Manager respectively in any way relating to or arising out of this Agreement, the information or any other document or statement or action connected herewith or otherwise or any action taken or omitted by the Agent

or the Manager in enforcing or preserving the rights of the Lenders under this Agreement, provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements resulting from the wilful misconduct of the Agent or the Manager or their reckless disregard of its or their obligations hereunder.

- (I) Each Lender severally acknowledges that it has, independently and without reliance upon the Agent or the Manager and based on such documents and information as it has deemed appropriate, made its own analysis of the status, financial condition and affairs of the Borrower and the Guarantor and decision to enter into this Agreement. Each Lender also severally acknowledges that it will, independently and without reliance upon the Agent or the Manager and based on such documents and information as it shall deem appropriate at the time, continue to make its own decisions regarding the creditworthiness of the Borrower and of the Guarantor and the taking or not taking of action under this Agreement.

SECTION 12. ASSIGNMENT AND LENDING OFFICES

- (A) This Agreement shall be binding upon, and inure to the benefit of, the Lenders, the Manager, the Agent, the Borrower, the Guarantor and their respective successors.
- (B) Neither the Borrower nor the Guarantor shall assign or transfer any of its or their respective rights and/or obligations under this Agreement.
- (C) Each Lender shall act initially through the Lending Office of such Lender at the address specified in Schedule 1 and, subject to the condition in sub-clause (D) of this Section being satisfied, may act subsequently through any other office of such Lender thereafter selected from time to time by such Lender and designated in writing to the Agent through which such Lender wishes to act for the purposes of this Agreement. If such Lending Office of a Lender is changed pursuant to this sub-section, such Lender agrees to notify the Agent who will notify the Borrower promptly of such change and until such notification is received by the Agent the Agent shall be entitled to assume that such Lender is acting through its original Lending Office or, if a change has already occurred, the Lending Office most recently notified to the Agent.
- (D) The condition which must be satisfied before a Lender may change its Lending Office in accordance with sub-section (C) of this Section is that the Borrower will not, at the time of as a result only of such proposed change, become liable to pay any additional amount under Section 3.
- (E) Subject to the conditions in sub-section (F) of this Section being satisfied, each Lender may at any time transfer all or any part of its rights, benefits and

obligations under this Agreement by assigning to any one or more banks or other lending institutions (each of which is hereinafter in this Section called an "Assignee Lender") all or any part of such Lender's rights and benefits hereunder and thereunder in consideration of the agreement of each such Assignee Lender to perform or to reimburse such Lender or having performed that percentage of such obligations hereunder as corresponds with that percentage of such Lender's rights and benefits so assigned to such Assignee Lender.

- (F) The conditions which must be satisfied before a Lender may transfer all or any part of its rights, benefits and obligations under this Agreement are that:-
- (1) in the case of a transfer of part only of such Lender's rights, benefits and obligations under this Agreement, the prior written consent of the Agent thereto shall have been obtained;
 - (2) the Borrower will not, at the time of and as a result only of such proposed transfer, become liable to pay any additional amount under Section 4?3; and
 - (3) the Assignee Lender shall, by delivery of such undertaking or agreement as the Agent may approve, have become bound by (inter alia) the terms of this Agreement.
- (G) If any Lender transfers all or any of its rights, benefits and obligations as provided in sub-section (E) above, all references in this Agreement to such Lender shall thereafter be construed as references to such Lender and its Assignee Lender(s) to the extent of their respective participations and the Borrower shall thereafter look only to the Assignee Lender(s) (to the exclusion of such Lender) in respect of that proportion of the Lender's obligations hereunder as corresponds to such Assignee Lender's participation herein (or, as the case may be, in respect of those proportions of the Lender's obligations hereunder as correspond to such Assignee Lender's respective participations herein) and accordingly the Lender's maximum liability hereunder shall be appropriately reduced and the Assignee Lender shall assume (or, as the case may be, the Assignee Lender shall proportionately assume) a maximum liability equivalent to such reduction in the Lender's maximum liability.
- (H) A Lender may disclose to a potential Assignee Lender such information about the Borrower and its financial condition as shall have been made available to the Lenders generally.

SECTION 13. SHARING OF PAYMENTS

If any of the Lenders shall receive or recover (including, without limitation by way of set-off) any payment from the Borrower or the Guarantor in respect of principal or interest

due under this Agreement which exceeds its rateable share of payments received by all the Lenders on account of the Loan, such payment shall not be recoverable by the Borrower but shall be paid immediately by such Lender to the Agent. The Agent shall account for such amount to the Lender in accordance with Section 11.

SECTION 14. OBLIGATION TO MAKE PAYMENTS IN DOLLARS

The obligation of the Borrower and the Guarantor to repay all sums required under this Agreement shall be discharge only by payment in Dollars. Such obligations shall not be discharged or satisfied by any tender, or any recovery pursuant to any judgement, which is expressed in or converted to any currency other than the full amount of Dollars expressed to be payable in respect of the principal of and interest on the Loan and all other amounts due hereunder. The obligation of the Borrower and the Guarantor to make payments in Dollars aforesaid shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Dollars of the amount by which such actual receipt shall fall short of the full amount of Dollars expressed to be payable in respect of the principal of or interest on the Loan and all other amounts due hereunder, and shall not be affected by judgement being obtained for any other sums due under this Agreement.

SECTION 15. LOAN ADMINISTRATION

15.01 Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior written or oral agreement or expression of intent made by the parties. This Agreement may be amended only by an instrument in writing signed by the parties hereto.

15.02 Waiver

No failure or delay by the Agent or any Lender to exercise any right, power or privilege under this Agreement, the Note or any other documents called for by the terms of this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. No waiver of any Event of Default shall constitute a waiver of any other or any succeeding Event of Default or of the continuance of the Event of Default so waived except in accordance with the specific terms of such waiver.

15.03 Governing Law and Adjudication

This Agreement shall be governed by and interpreted in accordance with the State law of New York without prejudice to or limitation of any other right or remedy available to the Agent, the Manager or the Lenders under

the laws of any other jurisdiction. The Borrower and the Guarantor hereby irrevocably consent that any legal action or proceeding against it or any of their respective properties arising out of or in any way connected with this Agreement or the Note may be instituted and by execution and delivery of this Agreement the Borrower and the Guarantor hereby irrevocably submit to the non-exclusive jurisdiction of the aforesaid courts in any such legal action or proceeding. The Borrower and the Guarantor hereby jointly and severally, irrevocably designate, appoint and empower _____, having its address at the date hereof at _____, as their respective agent to receive for and on their respective behalf service of process in _____

(_____) any legal action or proceeding with respect to this Agreement or the Note. The Borrower and the Guarantor agree that the failure of said agent to give notice to the Borrower and/or the Guarantor of any such service shall not impair or affect the validity of such service or of any judgement rendered thereon. The Borrower and the Guarantor further irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered air mail, postage prepaid, to the Borrower and/or the Guarantor at the address set forth in Section 15.05 hereof. The foregoing shall not limit the right of the Agent, the Manager or the Lenders to serve process in any other manner permitted by law or to commence any legal action or proceeding or to obtain execution of judgement in any other jurisdiction. The Borrower and the Guarantor hereby waive any right they may have under the laws of any jurisdiction to commence any legal action or proceeding with respect to this Agreement or the Note by any form of publication in a newspaper or other media. The Borrower and the Guarantor hereby irrevocably waive any objection it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement in _____ and hereby further irrevocably waive any claim that _____ is not a convenient forum for any such suit, action or proceeding.

15.04 Set-Off

The Agent and Lenders shall have the right to apply amounts of the Borrower and/or of the Guarantor on deposit or account with any of the Lenders or any of its branches or subsidiary companies or banks in reduction of amounts past due hereunder.

15.05 Notices

Any notice hereunder shall be in writing and shall be either personally delivered, transmitted by postage prepaid registered air mail or transmitted by telex (provided the last notified answerback of the recipient is received) as follows:

Attn:
C Bank Limited

Telex No.: _____
 Answerback:

Notices served personally shall be deemed to have been given at the time of service; notices transmitted by airmail shall be deemed to have been given seven days after posting; and notices transmitted by telex shall be deemed to have been given on the date of transmission.

Each party may change its address for purposes hereof by notice to the others.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

X COMPANY LIMITED (Borrower)

By _____ (Seal)
Name :

Y COMPANY LIMITED (Guarantor)

By _____ (Seal)
Name :

A BANK LIMITED (Agent)

By _____
Name :

Z BANK LIMITED (Manager)

By _____
Name :

A BANK LIMITED

(Lender)

By _____
Name :

B BANK LIMITED

(Lender)

By _____
Name :

C BANK LIMITED

(Lender)

By _____
Name :

SCHEDULE 1

<u>Lenders</u>	<u>Commitments Percentage</u>	<u>COMMITMENTS</u>
1. B Bank Limited ----- ----- Telex No.: _____ Answerback: _____	40%	\$3,000,000
2. A Bank Limited ----- ----- Telex No.: _____ Answerback: _____		\$1,500,000
3. C Bank Limited ----- ----- Telex No.: _____ Answerback: _____	40%	\$3,000,000

EXHIBIT A

PROMISSORY NOTE

US\$ _____

Date _____

X Company Limited (the "Borrower"), for value received, hereby promises to pay to the order of _____ (the "Lender"), at A Bank Limited, presently located at _____, the principal amount of _____ Dollars (\$ _____) in lawful money of the United States of America cleared through the New York Clearing House Interbank Payments System (or such other funds as may be customary for the settlement in New York City of international banking transactions in Dollars); provided, however, that if the aggregate outstanding principal amount of the Loan made by the Lender to the Borrower pursuant to the Loan Agreement, dated _____, (the "Loan Agreement"), among the Borrower, the Lender, the Agent and certain other Lenders named in the Loan Agreement, is less than the face amount of this Note, then the amount owing upon this Note shall be such lesser amount as indicated on the schedule attached hereto.

The Loan shall be repaid in seven consecutive substantially equal semi-annual instalments on the following dates:

Instalment	Date	Amount
1st Instalment	_____	\$ _____
2nd Instalment	_____	\$ _____
3rd Instalment	_____	\$ _____
4th Instalment	_____	\$ _____
5th Instalment	_____	\$ _____
6th Instalment	_____	\$ _____
7th Instalment	_____	\$ _____

The dates and amounts of the Loan to the Borrower evidenced hereby and of all payments made on account of the principal hereof shall be acknowledged in writing by the holder on the schedule attached to this Note.

The Borrower promises to pay interest on the unpaid principal amount hereof at the Interest Rate (on the basis of a 360 day year for the actual number days involved) and on the Interest Payment Dates all as provided in the Loan Agreement.

If this Note or any portion hereof or any interest thereon becomes due and payable on a day which is not a Business Day,

its maturity shall be extended to the next succeeding Business Day unless such extension would cause the payment to be made in the following calendar month, in which event the payment shall be made on the first preceeding Business Day.

Terms used herein which are defined in the Loan Agreement shall have the same meaning as in the Loan Agreement.

This Note evidences indebtedness incurred under, and is subject to the terms and conditions of, the Loan Agreement, to which reference is hereby made for a statement of such terms and conditions.

This Note shall be governed by and construed in accordance with the laws of _____.

X COMPANY LIMITED

By _____

SCHEDULE ATTACHED TO
PROMISSORY NOTE

This Note evidences Loan made pursuant to the herein described Loan Agreement, in the amounts and on the dates and subject to repayment of principal all as set forth below:

<u>Date</u>	<u>Amount of Loan</u>	<u>Amount of Principal Paid or Prepaid</u>	<u>Amount of Interest Paid</u>	<u>Unpaid Principal Balance</u>	<u>Notation Made by</u>
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EXHIBIT B

NOTICE OF DRAWDOWN

TO: A Bank Limited

Pursuant to a Loan Agreement dated _____, 19__ (the "Loan Agreement") and made between ourselves, Y Company Limited (as the "Guarantor"), the Manager, the Lenders (as defined therein) and yourself.

We refer to the Agreement and hereby:

- (1) give you notice that we wish to draw \$ _____ (_____ million dollars) on _____;
- (2) confirm that the borrowing to be effected by such Drawdown will be within our powers, has been validly authorised by appropriate action, that no Event of Default or other event which, with the giving of notice and/or the lapse of time and/or upon a determination by the Agent of Majority Lenders, would constitute an Event of Default has occurred and that the Representations and Warranties contained in Section 5 of the Loan Agreement, if repeated as at the date of this Notice, with reference to the facts subsisting at the date hereof, would be true and accurate in all respects and that the covenants contained in Sections 6 and 7 of the Loan Agreement have at all times been complied with; and
- (3) *confirm that we have already drawn \$ _____ (_____ dollars) under the Loan Agreement.

*confirm that this is the first Drawing under the Loan Agreement.

Expressions defined in the Loan Agreement shall have the same meanings in this Notice.

For and on behalf of
 X COMPANY LIMITED

 Date _____

*Complete or delete as appropriate.

LEGAL OPINION LETTER

Dated as of _____, 19__

A Bank Limited

_____B Bank Limited

Dear Sirs,

Re: X Company Limited

1. In connection with a loan agreement dated _____, 19__ (the "Loan Agreement") and made between (1) X Company Limited (the "Borrower"), and (2) Y Company Limited (the "Guarantor"), and (3) A Bank Limited (the "Agent") and (4) severel banks and financial institutions named in the Loan Agreement (the "Lenders"), we have been requested, in our capacity as special Thai counsel to the Borrower in respect of this matter, to provide our opinion on the matters set forth below.
2. In giving this opinion we have examined the Loan Agreement, and the form of promissory note to be issued thereunder, and additional documents described in the list attached hereto.

Terms defined in the Loan Agreement shall, unless otherwise defined in this opinion, have the same meanings when used in this opinion.

3. Our opinion is confined to and given on the basis of the laws of Thailand as currently interpreted by the Courts of Thailand and we have made no investigation of the laws of any country other than Thailand.
4. In considering the documents mentioned above and in giving the opinions hereunder, we have assumed:
 - (1) The genuineness of all signatures thereon or on the originals thereof;
 - (2) The authenticity thereof and the correctness of the facts stated therein;
 - (3) The conformity to original documents of all copies or specimen documents;
 - (4) The powers and authorities of all parties other than the Borrower and the Guarantor;
 - (5) Due compliance with the laws of the _____ and any other applicable laws, (other than the laws of Thailand) and the due execution and delivery thereof by all parties other than the Borrower and the Guarantor under the laws of the place(s) of execution and delivery;
 - (6) The legal, valid and binding nature of the obligations of all parties under the laws of _____ and any other applicable law (other than the laws of Thailand) and of all parties (other than the Borrower and the Guarantor) under the laws of Thailand;
 - (7) That there are no provisions of the laws of _____ or any other jurisdiction, (other than the laws of Thailand), which would have any implication on the opinions we express;
 - (8) That the Lenders are banks and/or financial institutions which are registered and situated in foreign countries.
5. Based on the foregoing, and subject to the reservations and observations set out below we, are of the opinion that under the laws of Thailand at the date hereof:-
 - (1) The Borrower and the Guarantor are limited liability companies duly incorporated and validly existing under the laws of Thailand and are subject to suit in their respective own names.
 - (2) The Borrower and Guarantor have full corporate power to enter into the Loan Agreement, and to perform their respective obligations under the Loan Agreement, and have taken all necessary corporate action to authorize the execution, delivery and performance of the Loan Agreement.

- (3) The Loan Agreement constitutes legal, valid and binding obligations on the Borrower and the Guarantor enforceable in accordance with its respective terms. The Note when properly executed and delivered will then constitute legal, valid and binding obligations on the Borrower enforceable in accordance with its terms.
- (4) The obligations of the Borrower and the Guarantor under the Loan Agreement, are direct, unconditional and general obligations of the Borrower and the Guarantor, respectively, and (subject to statutory preference or priority under the laws of Thailand) rank and will rank at least pari passu with all other direct or contingent unsecured liabilities of the Borrower and the Guarantor.
- (5) The Borrower and the Guarantor have acquired all necessary governmental approvals in order for them to execute, deliver and perform the terms of the Loan Agreement, and no consents, formalities (except for their being duly translated into the Thai language when submitted as evidence in a court case, and duly stamped), filings or applications are required for the performance or enforceability thereof, with the exception of approval from the Bank of Thailand in respect of each remittance of foreign exchange for payment when due under the Loan Agreement.
- (6) Assuming (i) that no payment under the Loan Agreement is made to, and no income or gain in relation to such transactions is derived by, any person, company, or partnership which is resident in, or organized under the laws of Thailand, or has or will be carrying on business in Thailand or is or may be deemed under the provisions of the Revenue Code to have been carrying on such business and (ii) that the Loan Agreement is registered in accordance with the Royal Decree issued under the Revenue Code on Exemption of Tax (No. 119), February 5, 1982 (which provides for exemption from the 10% withholding tax on interest paid to a juristic company or partnership carrying on banking, insurance or like business), and that all of the Drawdowns under the Loan Agreement are brought into Thailand and duly registered with and approved by the Bank of Thailand on or before December 31, 19__, then, subject as mentioned below, there are currently no taxes under Thai law that are or shall be imposed on any payment to be made by the Borrower pursuant to the Loan Agreement, or imposed on or by virtue of the execution or delivery of the Loan Agreement by the Borrower.

In relation to fees, expenses, charges, or penalties which are or may be payable under the aforementioned Loan Agreement there is no current regular practice () and such payments may be subject to tax at rates of up to twenty-five per cent (25%). There are no Supreme (Dika) Court cases that are directly to point as to what the categorization of any of the fees or other payments referred to above for tax purposes.

The taxes payable with respect to on payments under the Loan Agreement may vary as Agreements for the Avoidance of Double Taxation or other similar arrangements between the Government of the Kingdom of Thailand and other Governments become applicable.

- (7) Neither the execution and delivery of the Loan Agreement, nor the issue of the Note, or the proper performance and observance by the Borrower and the Guarantor of their respective obligations thereunder will contravene any provision of any law or regulation applicable to the Borrower and/or the Guarantor or conflict with their respective Memoranda or Articles of Association.
- (8) The executed original or originals of the Loan Agreement will, within 30 days of such time as first brought into Thailand, be chargeable with (i) stamp duty at the rate of one twentieth of one per cent (0.05%) of the Commitment under the Loan Agreement, (ii) stamp duty at the rate of one tenth of one percent (0.1%) of the agency fee and management fee, (iii) Baht 10 stamp duty for the Guarantee, and (iv) each grant of authority or appointment of an agent with a fixed duty of 5-10 Baht. Each Note will be subject to Baht 2 stamp duty. Apart from the foregoing, no stamp or similar duty is payable in Thailand upon the Loan Agreement, other than nominal duty on duplicates or counterparts.
- (9) It is not necessary under the laws and regulations of Thailand:-
- (i) in order to enable the Lenders to enforce their respective rights under the Loan Agreement or the Note, or
- (ii) by reason of the entering into () or the exercise of the Lenders' respective rights or the performance of their respective obligations under the Loan Agreement, or the Note,
- that the Lenders should be licensed, qualified or otherwise entitled to carry on business in Thailand.
- (10) In any proceeding taken in any of the Courts of Thailand for enforcement of the Loan Agreement and/or the Note, the choice of the State law of New York as the governing law of the Loan Agreement and the Note will, with respect to the material elements or effects thereof, be recognised and applied only to the extent to which such law is:-

- (i) proven to the satisfaction of the Courts of Thailand (which satisfaction is within the discretion of the said Courts); and
- (ii) not considered contrary to the public order or proper morals of the people of the Kingdom Thailand.

The scope of the public order and proper morals of the people of Thailand has not been established in any Supreme (Dika) Court judgement and is uncertain.

6. Our opinion is subject to the following reservations and observations:-

- (1) The rights of the parties may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws of general application relating to or affecting a creditor's rights generally;
- (2) Any judgement or order given in the Courts of Thailand for the enforcement of the Loan Agreement or the Note may be expressed either in Dollars or in Baht, within the discretion of the Courts of Thailand. Under Section 196 of the Civil and Commercial Code of Thailand, where a money debt is expressed in a foreign currency, payment may be made in Thai currency, conversion being based on the rate of exchange current in the place of payment at the time of payment. In the most recent Supreme (Dika) Court judgement on this subject, the Court held that if an award is given in Baht, then the conversion rate is the average of the selling rates of commercial banks on the date of judgement, or if there is no such average rate, then the last available rate prior thereto.
- (3) It has not been the practice of the Bank of Thailand to give advance approval to remittance of payments under contract, each remittance of a payment requiring specific prior application for and grant of approval. As far as we are aware the Bank of Thailand has in the past routinely approved applications for remittances of payments of principal and interest and other properly evidenced and justifiable payments that are usual under or in connection with a loan transaction.
- (4) Pursuant to the Notification of the Ministry of Finance (dated April 26, 1982 and effective as of May 2, 1982) under the Interest on Loans of Financial Institutions Act, B.E. 2523 (1980 A.D.), the charging of interest on a loan under a loan agreement is limited to a maximum rate of twenty per cent (20%) per annum.

If interest charged under a loan exceeds the maximum rate permitted by law, the balance of authority in reported Supreme (Dika) Court decisions is to the effect that none of the interest is recoverable. The

laws regulating the aforesaid maximum rate of interest extend to benefits in lieu of interest. There are no reported Supreme (Dika) Court judgements as to the scope of benefits in lieu of interest for the purposes of the laws regulating the rate of interest chargeable. The effect of the provisions of the Loan Agreement and the Side Letter with respect to interest under the laws relating to usury is uncertain and we express no opinion here as to whether compliance therewith may constitute a usurious transaction.

Furthermore, except in the case of agreed compound interest in certain circumstances, the laws of Thailand prohibit the imposition of interest upon interest.

- (5) The laws of Thailand are silent on the question of the enforceability of the submission by the Borrower and the Guarantor to the jurisdiction of a court outside Thailand and, accordingly, the validity and binding effect of the submission by the Borrower and the Guarantor to the non-exclusive jurisdiction of the courts in _____ is uncertain;
- (6) Any judgement or order obtained in a foreign court may (at the discretion of the Thai Courts) be admitted as evidence of an obligation in new proceedings instituted in a Thai Court which would consider the issue on the evidence before it, but such judgement or order would not be enforced as such by the Courts of Thailand;
- (7) Provisions vesting any party with discretion, or with right to enforce opinions or make determinations or give accounts and maintained by any party as conclusive and/or binding, or as imposing obligations in relation to payment of expenses, penalties, duties and taxes are subject to requirements of good faith, reasonableness and/or proof of correctness, and the laws of Thailand may require that certain documents be delivered in connection with the said transactions and the contents that of the Loan Agreement be given in the Thai language;
- (8) An order by the Courts of Thailand requiring a party to perform an obligation under a contract or to refrain from committing a breach of any such obligation is within the discretion of the Court and would not necessarily be obtained upon proceeding, any power or authority expressed to be irrevocable is not by such expression made irrevocable; and any revocation may result only in a claim for damages;
- (9) A waiver of rights or benefits is not effective under the laws of Thailand when contrary to public policy or in circumstances where the beneficiary of such waiver has been grossly negligent or fraudulent;

- (10) While the Loan Agreement and the Note taken together would be enforceable in the Courts of Thailand in accordance with the normal procedures for enforcement of contractual obligations, the Note is not in the proper legal form as a promissory note within the meaning of Section 983-4 of the Civil and Commercial Code of Thailand and accordingly would not be entitled to certain benefits, including summary judgement, which are accorded to promissory notes. The rights and obligations of the parties would not be determined solely by reference to the Note, and any proceedings in relation to the Note would necessarily involve the production in evidence of the Loan Agreement and consideration thereof by the Courts.
- (11) In so far as the opinions expressed herein refer to the law or laws of Thailand, such references should be construed to Ministries also include Emergency Decrees, Royal Decrees, Ministerial Regulations and Notifications of the Ministries, and any reference to these or Supreme (Dika) Court decisions, shall be limited to those which are published and available to the public as of the date hereof. Nothing has come to our attention that would indicate that any unpublished laws or Supreme (Dika) Court decisions exist that would affect any of the opinions expressed herein.

This opinion is addressed to and is for the benefit solely of the Agent, the Manager, the Lenders and the Borrower and accordingly may not be relied upon by any other person, or for any purpose other than in connection with the Loan Agreement and the Note, and is not to be used, circulated or quoted or otherwise mentioned to for any other purpose.

Yours faithfully,
L COMPANY LIMITED

c.c. - Borrower

ภาคผนวก ค

FORM OF GUARANTY

This guaranty is made _____ 198_ by X Bank Limited ("Guarantor") to the banks ("Banks") named in Section 2.1 of the Loan Agreement dated as of _____ 198_ ("the Loan Agreement") among Y Company Limited ("Borrower"), the Banks and Z Bank, as Agent ("Agent"). In consideration of credit facilities in an aggregate principal amount of up to U.S. Dollars 10,000,000 granted by the Banks to the Borrower pursuant to the Loan Agreement, the Guarantor hereby agrees as follows:

1. The Guarantor irrevocably and unconditionally guarantees the payment when due, upon maturity, by acceleration or otherwise, of all obligations of the Borrower to pay principal and interest to the Banks pursuant to the Loan Agreement ("Indebtedness"). Guarantor unconditionally promises to pay such Indebtedness to the Banks in lawful money of the United States of America in immediately available funds within fifteen calendar days after receipt of written notification signed by authorized signatory/signatories of the Agent acting on behalf of the Banks certifying that the Borrower has defaulted under the terms of the Loan Agreement and that notice of default has been duly given to the Borrower.
2. The obligation of the Guarantor to make payments in U.S. Dollars as set forth in Paragraph 1 shall be enforceable for the purpose of recovery in U.S. Dollars in respect of the full amounts due under this Agreement, and shall not be affected by judgment being obtained for any other sums due under this Agreement.
3. The Guarantor will pay and indemnify each Bank and the Agent against any withholding and remittance taxes whatsoever imposed, assessed, levied or collected by the Kingdom of Thailand or any political subdivision or taxing authority thereof or therein together with interest thereon and penalties with respect thereto if any, on or in respect of, or in enforcement of this Agreement. Within 30 days after the date on which payment of any such taxes is due pursuant to applicable law, the Guarantor will furnish to the Agent for each Bank a copy of evidence of such payment. All payments on account of the Indebtedness guaranteed by the Guarantor hereunder including amounts payable pursuant to the indemnification provisions hereof shall be made free and clear of

and without reduction by reason of any withholding and remittance taxes, all of which will be for the account of and paid by the Guarantor.

4. The obligations of Guarantor hereunder are independent of the obligations of Borrower, and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against Borrower and whether or not Borrower is joined in any such action or actions. Guarantor waives, to the fullest extent permitted by applicable law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by Borrower or other circumstance which operates to toll any statute of limitations as to Borrower shall operate to toll the statute of limitations as to Guarantor.

5. The Guarantor waives any right to require the Banks to (A) proceed against Borrower or any other party, (B) proceed against or exhaust any security held from Borrower, or (C) pursue any other remedy in the Banks' power whatsoever. Guarantor waives any defence based on or arising out of any defence of Borrower other than payment in full of the Indebtedness. The Guarantor hereby irrevocably waives all rights and defences, under Sections 687, 688, 690 and 700 of the Civil and Commercial Code of the Kingdom of Thailand. The Guarantor further irrevocably waives all rights and defences, under Section 689 of the Civil and Commercial Code of the Kingdom of Thailand, of demanding that the Banks must first make execution against the property of the Borrower.

6. Until all Indebtedness of Borrower to the Banks pursuant to the Loan Agreement shall have been paid in full, Guarantor shall have no right to subrogation, and waives any right to enforce any remedy which the Banks now have or may hereafter have against Borrower.

7. The Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses incurred by the Agent and the Banks in the event the Agent and the Banks successfully enforce this Agreement in legal action or proceedings arising out of, or relating to, this Agreement. This Agreement and the liability and obligations of Guarantor hereunder are binding upon the Guarantor and its successors, except that the Guarantor shall have no right to assign or transfer its rights or obligations hereunder, and inures to the benefit of and is enforceable by the Agent and the Banks and their successors, transferees, and assigns.

8. In addition to all liens upon, and rights of set-off against all moneys, securities or other property of Guarantor given to the Banks by law, the Banks shall have a lien upon and a right of set-off against all moneys, securities and other property of Guarantor now or hereafter in the possession of or on deposit with any of the Banks, whether held in general or special account or deposit, or for safekeeping or otherwise, and every such lien and right of set-off may be exercised without demand upon or notice to the Guarantor.

9. The Guarantor agrees to furnish the Agent its audited interim and annual financial statement within 150 days from the last day of the first and second half of its fiscal year.

10. The Guarantor hereby irrevocably waives and agrees not to claim for itself or its revenues, assets or properties any right of immunity, whether on grounds of sovereignty or otherwise, to which it might otherwise be entitled now or in the future in any action or proceedings before any of the courts of the jurisdictions or any other court of general jurisdiction, arising out of or in connection with its obligations under this Agreement, including, but not limited to, any immunity from jurisdiction, from attachment in aid of execution or from execution of judgment, from attachment prior to judgment, or from any other relief obtained in such an action or proceeding and consents generally in respect of any such proceedings to the giving of any relief or the issue of any process in connection therewith including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such proceedings.

11. This Agreement shall expire on _____ or earlier if and when all obligations of the Borrower under the Loan Agreement are discharged, whereupon the Agreement shall be duly returned to the Guarantor. The expiration date however will not affect the Guarantor's ultimate obligation in the event a claim is made prior to the expiration date.

12. This Agreement shall be deemed to be made under and shall be governed by the laws of the Kingdom of Thailand in all respects, including matters of construction, validity and performance.

13. All actions or proceedings with respect to this Agreement may be instituted in the High Court of Justice in England or in the courts of the State of California or of the State of New York, the courts of the Kingdom of Thailand or elsewhere, as any Bank may elect.

The Guarantor has read and understands this Agreement of Guaranty thoroughly and has caused this Agreement to be signed as of the day and year first above written. The Agent is to furnish the Guarantor an original executed Loan Agreement.

X Bank

By: _____

Title: .

By: _____

Title:

ธนาคารแห่งประเทศไทย

ภาคผนวก ง

คำขอจดทะเบียนเงินกู้ยืมจากต่างประเทศ

เลขที่รับ

หนังสือ ตส. (ง)

ที่ _____
วันที่ _____

ถึง เจ้าพนักงานควบคุมการแลกเปลี่ยนเงิน
ข้าพเจ้า/เรา _____
(ชื่อชื่อนหรือแทนชื่อก)

สำนักงานตั้งอยู่ที่ _____ โทรศัพท์ _____
บริษัทหลักที่ประกอบ _____
๑. ได้รับการส่งเสริม
๒. ไม่ได้รับการส่งเสริม

เงินทุนจดทะเบียน _____ (ชำระแล้ว _____)

ชื่อนสำหรับธนาคารแห่งประเทศไทย

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๐ ๑ ๒ ๓ ๔ ๕ ๖ ๗ ๘ ๙

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ขอจดทะเบียนหลักฐานการกู้ยืมจากต่างประเทศตามรายละเอียดดังต่อไปนี้

๑. ผู้ให้กู้ _____
สำนักงานตั้งอยู่ที่ _____ ประเทศ _____
ผู้ให้กู้เป็น สำนักงานใหญ่ บริษัทแม่ บริษัทในเครือ อื่น ๆ

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๒. ข้อตกลงและเงื่อนไขการกู้ยืม

๒.๑ วงเงินกู้และสกุลเงินตามข้อตกลง _____

๒.๒ จำนวนเงินและสกุลเงินที่เบิก _____

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๒.๓ การเบิกเงินกู้ ครึ่งเดียว เบื้องหน้า ครึ่งงวด ครึ่งงวดถัดไป

๒.๔ อัตราดอกเบี้ย ๑. ไม่คิดดอกเบี้ย

๒. อัตราดอกเบี้ยที่กำหนดแน่นอน คือปี ๑. _____ (ระบุ)
๒. อัตรา SIBO ๑. บวก _____ %
๒. อัตรา LIBO ๒. ลบ _____ %

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๒.๕ ค่าธรรมเนียมอื่น ๆ (ระบุ) _____

๒.๖ การชำระคืนเงินกู้ ๑. คืนเมื่อทวงถามหรือไม่ทราบกำหนด

๒. คืนทั้งจำนวน ครอบคลุมกำหนด

๓. คืนโดยการผ่อนชำระเป็นงวด/แต่ละงวดจำนวนเงินเท่ากัน/ไม่เท่ากัน

ก. งวดแรกชำระวันที่ _____

ข. ผ่อนชำระ _____ งวด ทุก _____ เดือน

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๒.๗ กำหนดชำระดอกเบี้ย จ่ายล่วงหน้า

๑. จากครึ่งเดียวเมื่อทวงถามหรือไม่ทราบวันครบกำหนด
วันเริ่มคิดดอกเบี้ย _____

๒. จ่ายครึ่งเดียวเมื่อครบกำหนด ก. วันเริ่มคิดดอกเบี้ย _____
ข. วันครบกำหนด _____

๓. จ่ายเป็นช่วงระยะเวลาเท่า ๆ กัน

ก. วันครบกำหนดจ่ายงวดแรก _____

ข. ช่วงระยะเวลาจ่ายดอกเบี้ยเท่า ๆ กันทุก _____ เดือน _____ งวด

๔. จ่ายเป็นช่วงระยะเวลาโดยที่ระยะเวลางวดแรกไม่เท่ากับงวดอื่น ๆ

ก. วันเริ่มคิดดอกเบี้ยงวดแรก _____

ข. วันครบกำหนดจ่ายงวดแรก _____

ค. ช่วงระยะเวลาการจ่ายดอกเบี้ยทุก _____ เดือน _____ งวด

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๒.๘ ภาระงานเงินได้ขาดดอกเบี้ย

ยกเว้น ๑. หัก ๒. ผู้ให้กู้ ภาระภาษี ๒. ๒๕%
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๒.๙ มูลค่าประกันหรือหลักประกัน (ระบุ) _____

๒.๑๐ อายุเงินกู้ _____ ปี _____ เดือน

๒.๑๑ การต่ออายุเงินกู้ ต่ออายุได้ ไม่มีการต่ออายุ

๒.๑๒ การชำระคืนเงินก่อนกำหนด ทำได้ ทำไม่ได้

๓. วัตถุประสงค์การกู้ยืม ๑. นำเข้า ๒. โอนชำระค่าสินค้า

๓. โอนชำระหนี้เงินกู้เดิม ๔. อื่น ๆ (ระบุ) _____

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๔. เงินกู้ นำเข้าตาม ส.ป. ๑๑ หรือ ๕๒ เลขที่ _____ วันที่ _____ ผ่านธนาคาร _____

ผลักชำระค่าของนำเข้าตาม ส.ป. ๒๑ เลขที่ _____ วันที่ _____ ผ่านธนาคาร _____

ผลักชำระคืนหนี้เงินกู้เดิมซึ่งได้ขึ้นทะเบียนไว้ตามหนังสือ ตส. (ง) _____ ลงวันที่ _____

๕. หลักฐานการกู้ยืมและเอกสารประกอบ สำเนาสัญญา อื่น ๆ (ระบุ) _____

หลักฐานการจดทะเบียนตั้งบริษัท ทางสือบริดจิงสารนิเทศและระบบข้อมูลกับ (ชมครึ่งเดียว)

ข้าพเจ้า/เราขอรับรองว่าข้อความข้างต้นเป็นความจริงและครบถ้วน

(_____)

ตราประทับและลายมือชื่อผู้ยื่นคำขอ

ธนาคารแห่งประเทศไทย

วันที่

เรียน _____

ที่ คส.(จ) _____ เรื่อง การขอจดทะเบียนหลักฐานการกู้ยืมเงิน
จากต่างประเทศ

ตามหนังสือของบริษัทท่านลงวันที่ _____ แจ้งเรื่องทับบริษัทได้กู้เงินจาก
ต่างประเทศ โดยมีหลักฐานการกู้ยืมดังรายละเอียดตามใบบันทึกไว้ข้างล่างนี้ จึงขอจดทะเบียนหลักฐาน
การกู้ยืมไว้กับธนาคารแห่งประเทศไทยนั้น

จึงขอเรียนว่าเจ้าหน้าที่งานควบคุมการแลกเปลี่ยนเงินได้จดทะเบียนหลักฐาน
การกู้ยืมเงินที่กล่าวให้แล้ว และพร้อมที่จะพิจารณาด้วยดี ให้ท่านส่งเงินตราต่างประเทศออกไปชำระคืน
เงินกู้ และดอกเบี้ยที่ถึงกำหนดชำระตามหลักฐานการกู้ยืมเงินดังกล่าวได้ โดยมีเงื่อนไขและข้อปฏิบัติดังนี้

- ๑. ห้ามใช้เงินที่กู้ยืมมาเพื่อให้เกิดประโยชน์ในทางเศรษฐกิจและมิใช่
เพื่อการเก็งกำไร
- ๒. อัตราดอกเบี้ยในขณะที่ยืมหรือต่ออายุเงินกู้จะต้องสอดคล้องกับ
ตลาดการเงินที่สำคัญ และไม่แตกต่างกับอัตราดอกเบี้ยของธนาคารพาณิชย์ ในประเทศจนเกินสมควร
- ๓. ในการส่งคำสัญญาใช้เงินออกไปให้แก่ผู้ให้กู้ในต่างประเทศ
โปรดยื่นคำขอใบสุทธิ แบบล.ป. ๔๑ คือเจ้าหน้าที่งานควบคุมการแลกเปลี่ยนเงินผ่านธนาคาร รับอนุญาต
ตามระเบียบ

ขอแสดงความนับถือ

(_____)
เจ้าหน้าที่งานควบคุมการแลกเปลี่ยนเงิน

ชื่อผู้ให้กู้	หลักฐานการกู้ยืม และวันที่จัดทำ	อัตรา ดอกเบี้ย	กำหนด ชำระคืน	หลักฐานการนำเงินเข้ามา และขายกับธนาคารรับอนุญาต		
				ตามล.ป.๓๑ เลขที่	วันที่ขาย	จำนวนเงิน



**BANK OF THAILAND
EXCHANGE CONTROL
FORM E.C. 31**

**APPLICATION FOR FOREIGN EXCHANGE
FOR PURPOSES OTHER THAN IMPORTS**

Price 25 Satangs

Authorized Agent

No.

Date

To the Competent Officer of the Exchange Control

through :
(Name of Authorized Agent)

1. I/We the undersigned
(Name in block letters)

Full postal address Tel. No.

Occupation request to acquire foreign exchange as per particulars below:

Amount and currency required
(In figures and words)

To be paid to
(Name and address of beneficiary)

Date when required Form of remittance

Purpose :

2. I/We declare that the purpose for which the foreign exchange is required in no way contravenes the provision of the Exchange Control Law. If the foreign exchange acquired by me/us has not been utilized for the purpose as specified above. I/We undertake to re-sell promptly the unutilized amount to an Authorized Agent.

Signature

We hereby declare that we have carefully examined the documents pertaining to this application for foreign exchange and found them in order, that the information pertaining to this application for foreign exchange as given by the remitter is satisfactory, and that the above transaction is in accordance with the Exchange Control Law.	Registration No. :	Amount Sold
	Amount Authorized :	Rate Baht
	Date of Approval :	Date of Sale
(Signature and Stamp of Authorized Agent)	(Signature and Stamp of the Competent officer or Authorized Agent)	(Signature and Stamp of Authorized Agent)
Date		

VALID FOR THIRTY DAYS FROM DATE OF APPROVAL



BANK OF THAILAND
EXCHANGE CONTROL
FORM E.C. 51

APPLICATION FOR PERMISSION
(A) TO PURCHASE FOREIGN EXCHANGE FOR TAKING OUT IN PERSON OR FOR EXPORTING;
(B) TO TAKE OUT OR TO EXPORT THAI CURRENCY, FOREIGN EXCHANGE OR SECURITIES ALREADY IN POSSESSION.

Price : 25 Satangs

Mark X in box where appropriate.

Authorized Agent

No. _____

To the Competent Officer of the Exchange Control

Date _____

through : _____ (Name of Authorized Agent)

1. I/We, the undersigned, _____ (Name in block letters)

Full postal address _____ Tel. No. _____

Occupation _____ hereby apply for permission :-

(A) to purchase foreign means of payment for taking out in person
 exporting(B) to take out in person Thai currency, foreign means of payment or securities already in possession details of which are given hereunder :

Type*	Description	Amount to be purchased	Amount in Possession	Date of acquisition	Total Amount

* 1. Foreign notes. 2. Other foreign means of payment. 3. Securities expressed or payable in foreign currency. 4. Thai currency
5. Securities expressed or payable in Thai currency.

Name and address of beneficiary _____

Purpose : _____

2. I/We hereby declare that the acquisition and the purpose for which the Thai currency, foreign means of payment or securities to be taken out or to be exported in no way contravenes the Exchange Control Law.

Signature _____

We hereby declare that we have carefully examined the documents pertaining to this application for foreign exchange and found them in order, that the information given by the remitter pertaining to this application for foreign exchange is satisfactory, and that the above transaction is in accordance with the Exchange Control Law.

Date _____

(Signature and Stamp of Authorized Agent)

CERTIFICATE FOR EXPORTATION

This is to certify that _____
is authorized to take out in person the undermentioned articles from Thailand:-
 to export

Type	Description	Total Amount

For the use of the Competent Officer and/or Authorized Agent

Registration No. _____	Amount Authorized _____	Amount sold : _____
_____	Date of Approval _____	_____ @ _____ Baht
_____	_____	_____ @ _____ Baht
(Signature and Stamp of the Competent Officer or Authorized Agent)	VALID FOR 30 DAYS FROM DATE OF APPROVAL.	_____ @ _____ Baht
		Date of Sale _____
		(Signature and Stamp of Authorized Agent)



พระราชบัญญัติควบคุมการแลกเปลี่ยนเงิน
พุทธศักราช ๒๔๗๕
ธนาคารแห่งประเทศไทย

แบบ ส.ป. ๗๑
คำเสนอขายเงินตราต่างประเทศที่ได้นำ

เลขที่ธนาคารรับอนุญาต

วันที่.....

ถึง เจ้าพนักงานควบคุมการแลกเปลี่ยนเงิน
ผ่าน ธนาคารรับอนุญาต.....
ข้าพเจ้า/เรา ผู้ลงลายมือชื่อข้างท้ายนี้.....

(พิมพ์หรือเขียนตัวบรรจง)

ที่อยู่..... โทรศัพท.....

ขอแจ้งและเสนอขายเงินตราต่างประเทศซึ่งได้นำตามรายการข้างล่างนี้ :-

๑. สกุดและจำนวนเงินตราต่างประเทศ.....
(ควมและตัวหนังสือ)

- | | | | |
|--------------------------|--|---|---------------------------------|
| เงินที่ได้นำมีลักษณะเป็น | <input type="checkbox"/> ธนบัตรและเหรียญกษาปณ์ | <input type="checkbox"/> เช็คสำหรับเดินทาง | <input type="checkbox"/> ครีพท์ |
| | <input type="checkbox"/> เงินโอนทางโทรเลข | <input type="checkbox"/> เงินโอนทางไปรษณีย์ | |
| | <input type="checkbox"/> อื่นๆ..... | | |
- (ระบุ)

ธนาคารผู้ส่ง..... ประเทศ.....
ชื่อผู้ส่ง..... ประเทศ.....

๒. การได้มาหรือวัตถุประสงค์ของเงินตราต่างประเทศที่นำเข้า

- | | | | | |
|-------------|-------------------------------------|---------------------------------------|------------------------------------|---|
| ๒.๑ เงินกู้ | <input type="checkbox"/> เงินกู้ยืม | <input type="checkbox"/> ข้อนั้นทุน | ๒.๓ เงินที่ต้องส่งคืนภายหลังอื่น ๆ | <input type="checkbox"/> เงินทุนหมุนเวียน |
| | <input type="checkbox"/> ข้อนั้นกู้ | <input type="checkbox"/> เข้าหุ้นส่วน | | <input type="checkbox"/> เงินฝาก |
| | | | | <input type="checkbox"/> อื่น ๆ |
- (ระบุรายละเอียด ๒.๑, ๒.๒ หรือ ๒.๓ ด้านหลัง)

๒.๔ เงินรับล่วงหน้าค่าสินค้าออก.....
(ระบุชื่อสินค้า และกำหนดเวลาการส่งออก)

๒.๕ ค่าบริการและรายได้..... ๒.๖ เงินได้เปล่า..... ๒.๗ อื่น ๆ.....
(ระบุรายละเอียด ๒.๕, ๒.๖ หรือ ๒.๗ ข้างล่างนี้)

ข้าพเจ้า/เรา ขอรับรองว่าข้อความข้างต้นนี้ถูกต้องและตรงตามความเป็นจริงทุกประการ

(ลงชื่อ).....

รายการรับซื้อเงินตราต่างประเทศของธนาคารรับอนุญาต

ธนาคารขอรับรองว่าได้รับซื้อเงินตราต่างประเทศจำนวนข้างต้นไว้แล้วในอัตรา.....
ซึ่งเทียบเท่ากับเงินบาท จำนวน..... บาท และในกรณีที่เงินตราต่างประเทศส่งผ่านธนาคาร
ธนาคารได้รายงานการรับเงินนั้นในแบบ ส.ป. ๓๑๔ เลขที่..... ลงวันที่.....
เรียบร้อยแล้ว.

วันที่.....
(ลายมือชื่อและตราประทับของธนาคารรับอนุญาต)

คำเตือน ก. ให้ขีดเครื่องหมาย x ลงใน และกรอกข้อความที่ตรงกับลักษณะและวัตถุประสงค์ที่แท้จริง
ข. ให้กรอกรายละเอียดเกี่ยวกับเงินตราต่างประเทศที่ได้จากเงินกู้ เงินลงทุน หรือเงินที่ต้องส่งคืนภายหลังอื่น ๆ
ตาม ๒.๑, ๒.๒ และ ๒.๓ ที่ด้านหลังให้ชัดเจน มิฉะนั้น อาจจะไม่ได้รับการพิจารณาให้ส่งเงินกลับคืนออกไป

(สำหรับธนาคารแห่งประเทศไทย)

๓. รายละเอียดเกี่ยวกับการนำเงินตราต่างประเทศเข้ามาตาม ๒.๓, ๒.๒ และ ๒.๓

ชื่อผู้ข้มหรือลูกหนี้/ชื่อกิจการที่ได้รับการลงทุน.....
 ที่อยู่..... โทรศัพท์.....
 ประกอบธุรกิจ.....
 การส่งเสริมการลงทุน ได้รับการส่งเสริม ไม่ได้รับการส่งเสริม
 ชื่อผู้ให้ข้มหรือเจ้าหนี้/ชื่อผู้ลงทุน.....
 ที่อยู่..... ประเทศ.....

สำหรับรายการต่อไปนี้ ให้ระบุรายละเอียดเฉพาะในข้อที่ตรงกับวัตถุประสงค์ของเงินตราต่างประเทศที่นำเข้ามา

๓.๑ รายละเอียดเงินกู้

ก. เงินกู้ยืม
 อัตราดอกเบี้ย.....
 ระยะเวลาการกู้ยืม..... ปี..... เดือน..... วัน
 กำหนดชำระคืนเงิน ครั้งเดียว ภายใน.....
 เป็นงวด..... (ระบุรายละเอียด)
 กำหนดชำระดอกเบี้ย ครั้งเดียว ภายใน.....
 เป็นงวด..... (ระบุรายละเอียด)
 ผู้รับภาระภาษีเงินได้ค่าดอกเบี้ย ผู้กู้ ผู้ให้กู้ ยกเว้น
 ผู้คาประกัน มี ไม่มี ไม่มี
 เอกสารหลักฐานประกอบการกู้ยืม สัญญากู้ ตัวสัญญาใช้เงิน อื่น ๆ
 วัตถุประสงค์ในการใช้เงินกู้..... (ระบุรายละเอียด)

ข. ซื้อหุ้น
 อัตราดอกเบี้ยร้อยละ..... ต่อปี
 จำนวนหุ้น..... หุ้น มูลค่าที่ตราไว้หุ้นละ..... บาท ราคาซื้อหุ้นละ..... บาท
 กำหนดได้ออน.....

(สำหรับการแบ่งประเทศไทย)

๓.๒ รายละเอียดเงินลงทุน

ก. ซื้อหุ้นทุน
 หุ้นออกใหม่..... หุ้น มูลค่าที่ตราไว้หุ้นละ..... บาท ราคาซื้อหุ้นละ..... บาท
 หุ้นเพิ่มทุน..... หุ้น มูลค่าที่ตราไว้หุ้นละ..... บาท ราคาซื้อหุ้นละ..... บาท
 อื่น ๆ..... หุ้น มูลค่าที่ตราไว้หุ้นละ..... บาท ราคาซื้อหุ้นละ..... บาท

ข. เข้าหุ้นส่วน ในธุรกิจชั่วคราว ในธุรกิจถาวร
 อัตราการเข้าหุ้นส่วนประมาณร้อยละ..... ของเงินทุนทั้งสิ้น.....
 สัญญาการเข้าหุ้นส่วน มี ไม่มี

๓.๓ รายละเอียดเงินที่ต้องส่งคืน ภายหลังอื่น ๆ

ก. เงินทุนหมุนเวียน ไม่มีกำหนดชำระคืน
 กำหนดชำระคืนภายใน.....
 ข. เงินฝาก ระยะเวลาฝาก..... วันครบกำหนด.....
 อัตราดอกเบี้ยร้อยละ..... ต่อปี
 ค. อื่น ๆ..... (ระบุรายละเอียด)

ประวัติผู้เขียน

นายกิตพงษ์ อรุณพัฒน์พงศ์ เกิดเมื่อวันที่ 28 กันยายน 2498 ที่อำเภอเบตง จังหวัดยะลา สำเร็จการศึกษา นิติศาสตรบัณฑิต (เกียรตินิยมอันดับสอง) จากคณะนิติศาสตร์ จุฬาลงกรณ์มหาวิทยาลัย ปีการศึกษา 2519 และสำเร็จการศึกษา เนติบัณฑิตไทย จาก สำนักอบรมศึกษากฎหมายแห่งเนติบัณฑิตยสภา ลำดับที่ 29 ในปีการศึกษาเดียวกัน อดีตเคย ทำงานกับธนาคารกสิกรไทย จำกัด และ ธนาคารไทยพาณิชย์ จำกัด (พ.ศ. 2520-2521) เข้าทำงานเป็นทนายความที่ปรึกษากฎหมายกับสำนักกฎหมาย บริษัท เบเคอร์ แอนด์ แม็คเคินซี จำกัด ตั้งแต่เดือนกรกฎาคม พ.ศ. 2521 จนถึงปัจจุบัน ได้เข้ารับการฝึกอบรม การปฏิบัติวิชาชีพกฎหมาย ณ สำนักงานกฎหมาย เบเคอร์ แอนด์ แม็คเคินซี ประเทศสิงคโปร์ ตั้งแต่เดือนธันวาคม 2525 จนถึงปัจจุบัน

