

**ANNEX (A)**  
**GENERAL TERMS AND CONDITIONS OF LOAN CONTRACT**  
**(FOR MEDIUM, LONG-TERM LOAN)**

**ARTICLE 1: DEFINITIONS AND INTERPRETATION**

**1.1. Definition**

The technical words and expressions used in this Loan Contract shall be defined as follows:

Bank	: means <b>BANK FOR INVESTMENT AND DEVELOPMENT OF CAMBODIA PLC. (“BIDC”)</b> and shall include its successors-in-title, authorized assigns and/or persons deriving title thereunder, as the case may be.
Borrower	: means person(s) whose identity is described in this Loan Contract. The term “Borrower” shall include the Borrower's personal representatives, successors-in-title, authorized assigns and/or persons deriving title thereunder, as the case may be.
Business Day	: means a day on which the Bank is open for the transaction of business of the nature required by this Loan Contract.
Default Interest Rate	: means the Default Interest Rate as determined herein in case the occurrence of any Event of Default under this Loan Contract.
Event of Default	means the breaches of or failure to perform any obligations by the Borrower and/or the Security Party as defined in Article 15.
Hypothecated Property Loan	: means the property (ies) as stated in this Loan Contract.
Borrower’s Account	: means the loan granted or to be granted by the Bank to the Borrower under this Loan Contract.
Loan Contract	: means a Borrower’s current/savings account opened or to be opened and maintained with the Bank and primarily designated to be used for Loan disbursement and repayment under this Loan Contract.
Withdrawal Term	: means this Loan Contract including all Annexes hereof, which may be amended, modified, replaced or supplemented from time to time.
Prevailing Interest Rate	: Means the term which borrower may withdraw the loan. In case the Borrower would like to extend the withdraw term, it shall inform in writing to Bank and accepted by the bank
Repayment Date	: means the rate as determined in this Loan Contract and at which prevailing interest on Loan shall be calculated and paid by the Borrower under this Loan Contract.
Security	: means the repayment date or dates which any partial or all principal or all interest of the Loan shall be repaid to the Bank under this Loan Contract.
	: means any properties or rights used by the Borrower and/or any Security Party to secure the Indebtedness in pursuant of the Security Documents.

- Security Documents** : means any letters, agreement and arrangement by which hypothec, guarantee, mortgage, lien, right of set-off, charge, assignment and other security interest which are respectively given by the Borrower and/or any Security Parties as security in favor of the Bank for the Borrower's Indebtedness under this Loan Contract.
- Security Party** : means person(s) providing any securities and/or executing and delivering any Security Documents at any time and from time to time under this Loan Contract; the Security Parties shall therefore include but not limited to hypothecator, chargor, guarantor, mortgager and assignor, and any reference to the Security Party includes reference to any of them and shall be included the Security Parties' personal representatives, successors-in-title, authorized assigns and/or persons deriving title thereunder, as the case may be.
- Indebtedness** : means total amount outstanding as being due and payable by the Borrower to the Bank at any particular time, which shall include the principal, interest, default interest, tax, stamp duty, and legal expenses in connected with negotiation, execution or enforcement of the Loan Contract and Security Document and other sum covenanted to be paid to the Bank under this Loan Contract.

## 1.2. Interpretation

Unless the context otherwise requires:

- 1.2.1. All the terms and conditions stated in this Loan Contract shall be interpreted based on applicable laws and regulations of the Kingdom of Cambodia;
- 1.2.2. Words applicable to a natural person or persons shall include any legal entity or entities, and vice versa;
- 1.2.3. References to any document shall be deemed to include references to such document as varied, supplemented or replaced in the future;
- 1.2.4. When two or more persons or parties are included or comprised in any agreements, covenants, terms, and undertakings expressed to be made to such persons or parties, the same shall be enforceable by them jointly and severally;
- 1.2.5. clause and/or sub-clause headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Loan Contract or the intent of the provisions hereof.

## ARTICLE 2: TYPE AND PURPOSE OF LOAN

- 2.1. The Bank is entitled to change, with approval of the Borrower, the type of the Loan from one loan to any other type of loan.
- 2.2. The Bank reserves the right to suspend the disbursement or recall the Loan if it is not used for its intended purpose(s).

## ARTICLE 3: INTEREST RATE

### 3.1. Default Interest

In case an Event of Default occurs, in addition to the overdue principal(s) and interest , the Bank shall have the right to:

- (i) Claim for a Default Interest at the rate as mentioned in item 4 of the key terms and conditions of the loan contract, calculated from the date of the occurrence of the Event of Default until such Event of Default is remedied at the satisfaction of the Bank; and

- (ii) Claim for damages at a maximum rate of 25% (Twenty Five percent) per annum on the outstanding loan amount by the Borrower from the date of the Bank sue to the court until the Bank can collect all outstanding loan

### **3.2. The Right of Variation by Bank**

- 3.2.1 The Bank shall be entitled to vary the Prevailing Interest Rate or Default Interest Rate from time to time at its sole discretion including the change of the rates, mode of calculation, manner and time of payments of interest and conversion of the structure of any rate of interest.
- 3.2.2 Where variation in the matter aforesaid occurs, the amended or new rates of interest shall be payable from the date such amended or new rate of interest is imposed or take effect and interest be recomputed.
- 3.2.3 The Bank shall give notice of the rate of interest which may take any form but failure by the Bank to give such notice shall not prejudice or have the effect of invalidating in such variation.

## **ARTILCE 4: LOAN TERM**

- 4.1. In the event of an Event of Default or another breach of any terms and conditions of the Loan Contract occurs, the Bank has the right to recall the Loan which shall be immediately due and fully payable.

## **ARTICLE 5: FEE, COST, EXPENSE, AND INDEMNITY**

- 5.1. The processing fee shall be debited from the Borrower's Account on the date of the first disbursement of the Loan.
- 5.2. The Borrower shall pay all expenses, cost, fees and indemnity for the following:
  - 5.2.1. All fees, costs and expenses including legal fee incurred in connection with the negotiation, preparation or completion of this Loan Contract, the Security Documents and any related documents; and
  - 5.2.2. All fees, costs and expenses including legal fee incurred in connection with any variation, consent or approval relating to this Loan Contract, the Security Documents or any related documents, or in connection with the preservation or enforcement of any of the Bank's rights under this Loan Contract, the Security Documents or any related documents.
- 5.3. The Borrower shall fully indemnify the Bank from and against any expense, loss, damage or liability which the Bank may incur as a consequence of the occurrence of any Event of Default or otherwise in connection with this Loan Contract, such indemnity shall extend to any interest, fees, loss, penalty, expense, legal fees or other sums whatsoever paid or payable by the Bank in consequence or on account of any Loan.
- 5.4. All expenses on property tax shall be borne by the Borrower and/or the Security Party and they are required to submit annually to the Bank a copy of receipt evidencing the payment of any kind of property tax which is applicable (if any) to the Hypothecated Property not later the 30<sup>th</sup> of September each year or other period as required by the Bank.

## **ARTICLE 6: DISBURSEMENT CONDITIONS AND DISBURSEMENT**

- 6.1. The Bank shall not be obliged to disburse the Loan, in whole or in part, except following disbursement conditions are duly fulfilled:
  - 6.1.1. The Loan Application and the Letter of Offer shall have been accepted by the Borrower and duly received by the Bank.

- 6.1.2.** A current/savings account has been opened with the Bank by the Borrower.
- 6.1.3.** Submit a loan withdrawal sheet(s) whose contents are acceptable to the Bank.
- 6.1.4.** The Borrower shall provide to the Bank with the following:
- Certified true copies of the latest Memorandum and Articles of Association, certificate of incorporation, business operating license, if applicable, as well as other corporate documents of the Borrower.
  - One original of Board of Directors and Shareholders' resolution of the Borrower authorizing the acceptance of the Loan under the Loan Contract and the Security Document; such resolution shall be in form and content acceptable to the Bank.
- 6.1.5.** The Bank shall have received all financial statements, statement of accounts of the Borrower, and/or any other information on the Borrower as the Bank may require, all in form and substance acceptable to the Bank.
- 6.1.6.** The Borrower shall make available to the Bank an official valuation report on the Hypothecated Property for the Loan prepared by a value accepted by the Bank and indicating that the Hypothecated Property carry a value acceptable to the Bank. The Bank reserves the right to withdraw the Loan if the value of the Hypothecated Property is deemed by the Bank at its sole discretion to be inadequate.
- 6.1.7.** The Loan Contract and Security Documents shall have been duly executed and delivered by the Borrower and/or Security Party and have been duly received by the Bank.
- 6.1.8.** The Bank shall have received all information on the Borrower and the Security Party as the Bank may require, all in form and substance acceptable to the Bank.
- 6.1.9.** The Bank shall have received any undertakings, confirmations, authorizations, approvals and/or any other documents which the Bank may in its sole discretion stipulate, all of which shall be in form and substance acceptable to the Bank.
- 6.1.10.** All the Security Documents are duly registered and endorsed by the relevant authorities in accordance with applicable laws and prevailing practices.
- 6.1.11.** An evidence of a subscription of insurance policy covering the Hypothecated Property (if any or applicable) as required by the Bank with the insurer designated by the Bank up to full insurable value, and the Bank has been duly endorsed as beneficiary.
- 6.1.12.** The Bank's obligation to disburse the Loan is additionally subject to the condition that the followings are true and correct at the time of each disbursement of the Loan:
- The representations made by the Borrower and/or by the Security Party under the Loan Contract and/or Security Documents are correct in all aspects and there is no material matter that has not been dissolved;
  - There is no Event of Default or potential Event of Default under the Loan Contract and the Security Documents; and
  - There has been no material adverse effect with respect to the assets and/or financial condition of the Borrower and/or any Security Party.
- 6.2.** Pending the fulfillment of the Disbursement Conditions, the Bank may suspend or cancel the Loan, in whole or in part, or undisbursed balance thereof.
- 6.3.** The Parties acknowledge and agree that all Disbursement Conditions are for the sole benefit of the Bank and the Bank, at its sole discretion, is entitled to wave in full or in part or add more conditions related to the disbursement.
- 6.4.** The Bank may disburse the Loan, in whole or in part, pursuant to the loan withdrawal sheet. However, the Bank may accept in part or the entire amount as stated in the loan withdrawal

sheet. In this regard, the amount approved by the Bank is the official loan amount owed by the Borrower.

- 6.5.** The disbursement of the Loan shall be done directly to the Borrower or any other person as expressly agreed by the Parties.

## **ARTICLE 7: REPAYMENT OF PRINCIPAL AND PAYMENT OF INTEREST**

### **7.1. Repayment of Principal**

- 7.1.1.** The Borrower shall repay the principal to the Bank according to the Loan Repayment Schedule by agreement between Bank and borrower . However, If the Repayment Date of the principal falls on the day which is not the Business Day, such repayment shall be made a day before the due date of principal payment. The Loan Repayment Schedule shall constitute an integral part of this Loan Contract.
- 7.1.2.** The payment or repayment to be made by the Borrower pursuant to this Loan Contract shall be made by available funds, in the currency of the Loan, into the Borrower's Account which will be deducted by the Bank.
- 7.1.3.** The Bank reserves the right to vary the principal amount as a result of any partial early settlement of the Loan or other reasons as may be determined by the Bank at its sole discretion. In case the Borrower fails to make any repayment as stated in the Loan Repayment Schedule on the due date of repayment due to any reasonable grounds acceptable to the Bank, the Bank may consider adjusting the Loan Repayment Schedule upon the Borrower's request. In case it is possible to adjust the Loan Repayment Schedule, the Bank may notify the Borrower in writing and the amended Loan Repayment Schedule shall replace the previous Loan Repayment Schedule.

### **7.2. Payment of Interest**

- 7.2.1.** The Borrower shall repay the interest to the Bank according to the Loan Repayment Schedule by agreement between Bank and borrower . If the payment of the interest falls on the day which is not the Business Day, the payment of the interest shall be made on the Business Day before due date for interest payment.
- 7.2.2.** The interest shall be calculated based on the outstanding Loan amount multiplied by the number of actual borrowing days and monthly interest rate and all are divided by 30 (thirty) or multiplied by the annual interest rate and all are divided by 360 (Three Hundred Sixty).

### **7.3. Payment Method**

- 7.3.1.** The Bank and the Borrower agree and recognize that, for the purpose of repayment of principal, payment of interest and other amounts owed by the Borrower, any and all moneys and credit card and/or debit card which may be deposited in any of the Borrower's accounts maintained with the Bank may be combined or consolidated and set off, at the sole discretion of the Bank, against the Borrower's Indebtedness; the Bank is entitled at any time and at its sole discretion and without notice to and approval of the Borrower to debit such Borrower's accounts for the purpose of payment(s) of the Indebtedness.
- 7.3.2.** The Borrower expressly agrees and authorizes that, for the purpose of repayment of principal and payment of interest, the Bank may withdraw any and all moneys and credit card and/or debit card which may be deposited in any of the Borrower's accounts maintained with other banks or financial institutions.



- 7.4. All payments by the Borrower, whether in respect of principal, interests, fees, penalty or any other amount, shall be made in full without any deduction or withholding.
- 7.5. Without written approval from the Bank, the Borrower shall not charge, pledge or otherwise encumber or assign to any third party rights over or against the Borrower's accounts maintained with the Bank.

#### **ARTICLE 8: EARLY SETTLEMENT OF LOAN**

- 8.1. The Borrower may settle the Loan in part or in whole before the expiration date of Loan Term only after the first disbursement of the Loan.
- 8.2. The Bank may charge early settlement fee in relation to the repayment of the Loan before the expiration date of the Loan Term from the Borrower. Such early settlement fee as determined in item 6.2 of the key terms and conditions under the Loan Contract shall be imposed on the Borrower.
- 8.3. If the Borrower wishes to fully repay the Loan before the expiration date of the Loan Term, the Borrower shall serve a seven-day prior written notice to the Bank. But the point 8.2 still implement.

#### **ARTICLE 9: PAYMENT PRIORITY ORDER**

Except otherwise expressly approved by the Bank, no payment made shall be deemed to be a payment or an early settlement of the principal until all interest then accrued and all other moneys then outstanding and payable by the Borrower or any other security party to the Bank have been paid.

#### **ARTICLE 10: CURRENCY OF LOAN**

- 10.1. If the Borrower is granted the Loan in the currency of United States Dollar then the Borrower shall make the repayment or payment in the currency of United States Dollar to the Bank.
- 10.2. If the Borrower is granted the Loan in a currency other than United States Dollar then the Borrower shall make repayment or payment in such currency to the Bank.

#### **ARTICLE 11: SECURITY**

- 11.1. The Security provided in favor of the Bank under this Loan Contract is intended to be and shall constitute a continuing security or guarantee for the Indebtedness and any other obligation under other banking and/or credit facilities which are now and/or which may hereafter from time to time be granted, given or made available by the Bank to the Borrower.
- 11.2. The Borrower and/or Security Party declared to the Bank that there is no encumbrances, except disclosed to the Bank, upon the Security under the Security Documents to which the Borrower and/or Security Party is a party. The Borrower and/or Security Party shall not, during the subsistence of this Loan Contract, execute or grant any encumbrances without prior written consent of the Bank in respect of any of the Security.
- 11.3. The Borrower and/or Security Party shall provide and/or cause to be provided, at any time, if and when required by the Bank to do so, any further security interest to secure any Borrower's Indebtedness hereunder. In such case, such further security interest shall be provided in the form and under the terms and conditions satisfactory to the Bank. All fees and expenses in relation to the preparation and execution of such further security interest shall be fully borne by the Borrower. Any documents under which such further security interest is provided shall be incorporated into this Loan Contract by way of attachment.

#### **ARTICLE 12: BORROWER'S RIGHTS AND OBLIGATIONS**

- 12.1.** The Borrower shall be granted the Loan in accordance with the conditions stated in this Loan Contract.
- 12.2.** The Borrower is entitled to claim from the Bank for any compensation if the the Bank breaches the terms and conditions of this Loan Contract.
- 12.3.** The Borrower shall comply with and respect all applicable provisions and policies related to credit regulations and instructions of the Bank.
- 12.4.** The Borrower shall be responsible before the applicable laws for the utilization of the Loan and shall provide the evidence of the utilization of the Loan, and facilitate the Bank for the inspection on the utilization of the Loan upon request by the Bank.
- 12.5.** The Borrower may utilize the Loan to make payment transactions in accordance with the applicable laws and its business activities. These payment transactions shall be included but not limited to cash withdrawal, cash payment, cheque issuance, payment orders and international payments (Telegraphic Transfer, Letter of Credit, Bank Guarantee.....).
- 12.6.** In case of any amendment to the Loan Repayment Schedule, the Borrower shall verify and confirm the amended Loan Repayment Schedule upon notice of the Bank.
- 12.7.** The Borrower shall fully and timely repay or pay the due principal, interest and other fees under this Loan Contract;
- 12.8.** The Borrower shall provide to the Bank the quarterly and yearly financial statements of the Borrower which:
- a. show a true and fair view of the financial condition and results of the Borrower's operation for the financial year that they cover;
  - b. accurately disclose all liabilities of the Borrower; and
  - c. have been prepared in compliance with the Cambodian laws and generally accepted accounting principles in Cambodia;
- 12.9.** The Borrower shall immediately inform the Bank about:
- a. Change of name and the registered address of the Borrower;
  - b. Any of its director or shareholder or any of its director's or shareholder's parents, spouse or children becoming a director, officer or employee of the Bank;
  - c. Any of its authorized signatories are no longer authorized to sign any documents or to otherwise act on the Borrower's behalf thereunder; and
  - d. Changes the structure of board of directors of the Borrower.
- 12.10.** During the subsistence of this Loan Contract, the Borrower and/or Security Party, unless with prior written consent of the Bank, shall not sell, exchange, transfer, pledge or otherwise dispose the Hypothecated Property, or execute, grant any other guarantee, assignment and other security interest, including but not limited to hypothec, in respect of the Security.
- 12.11.** The Borrower shall repay or pay the principal and interest toward the Bank before making the payment to other creditors. Failing which the Bank is entitled to enforce the Security under this Loan Contract.
- 12.12.** In case the Borrower has any difficulties with regard to its business or financial condition or its ability to perform its obligations under this Loan Contract, the Borrower may request to the Bank in writing to restructure the Loan. If the Bank agrees to restructure the Loan, the loan restructure fee as determined in item 6.1 of the key terms and conditions under the Loan Contract shall be imposed on the Borrower.
- 12.13.** The Borrower agrees that it shall be subject immediately to a compulsory execution on the Security in the Event of Default under this Loan Contract, in accordance with the Cambodian code of civil procedure and other applicable laws, and regulations.

**ARTICLE 13: BORROWER'S WARRANTIES AND UNDERTAKINGS**

The Borrower hereby warranties and undertakes to the Bank as follows:

- a. No litigation, arbitration or administrative proceeding or claim, which might by itself or together with any other such proceedings or claims is presently in progress or pending or threatened against the Borrower or the Security Party either have an adverse effect on the business or financial positions of the Borrower or the Security Party, or adversely affect their ability to observe or perform their obligations under this Loan Contract and/or the Security Document.
- b. The Borrower shall inform, without delay, the Bank by written notice of any dispute, legal proceeding, litigation or claim involving the Borrower, Security Party and/or Security and of any matter including dispute, legal proceeding, litigation or claim which has adversely affected or may adversely affect the ability of Borrower and/or any Security Party to fulfill its obligations under this Loan Contract and/or any Security Document including its ability to repay the Loan.
- c. The Borrower shall submit or inform to the Bank upon the Bank's demand any document or information as the Bank may require from time to time at its discretion. The Borrower shall obtain and promptly renew from time to time, and will promptly provide to the Bank with copies of any records, authorization or filing as may be necessary or desirable to ensure the validity, enforceability or priority of the liabilities and obligations of the Borrower or the rights of the Bank under this Loan Contract and/or the Security Documents, and the Borrower shall comply with the terms and/or conditions of the same.
- d. The Borrower shall carry out its business and affairs with due diligence and efficiency, in accordance with sound financial and commercial standards and practices, and in accordance with its Memorandum and Articles of Association.
- e. The Borrower shall not, without prior written consent of the Bank, change the nature of its existing business, or sell, transfer or otherwise dispose of, or in any way cease to exercise control over the whole or part of its undertaking, business or capital and assets, except by the disposal of assets in the ordinary course of business, or undertake or permit any merger or reorganization.
- f. The Borrower shall permit the Bank's authorized representatives or any appointed advisers to access to Borrower's business and/or work premise(s) and to inspect and examine the Borrower's records and other business documents at any time during the normal working hours upon a reasonable prior notice in case that an Event of Default occurs or that the Bank has reasonable grounds to believe that the Borrower's ability to perform its obligations hereunder is endangered in any manner.
- g. The Borrower and/or the Security Party, as the case may be, are duly and properly incorporated under the laws of the Kingdom of Cambodia and are fully authorized and licensed, as the case may be, under the laws to conduct their business activities pursuant to their Memorandum and Articles of Association and all other internal corporate governance documents.
- h. The Borrower and/or the Security Party have the power and authority to execute and perform the Loan Contract and/or the Security Document. The execution and/or performance of this Loan Contract and/or the Security Document by the Borrower and/or the Security Party, does not or will not exceed the power or authority granted to them by or violate any agreements to which they are parties.
- i. No Event of Default or potential Event of Default has occurred.
- j. The information furnished by the Borrower in connection with the application of the Loan does not contain any untrue statements and all expressions of expectation, intention, belief and opinion contained therein were honestly made on reasonable grounds after due and careful enquiry by the Borrower.



- k. Since the date the Borrower and/or Security Party, if any, applied for the Loan there has been no material alterations or changes in its Memorandum and Articles of Association and business or other affairs of the Borrower which could or might adversely affect the ability of the Borrower to perform its obligations under this Loan Contract and/or the Security Document.
- l. No step has been taken or any order made, for any bankruptcy and/or winding up of the Borrower and/or Security Party as the case may be, and/or to appoint an administrator to manage the assets of the Borrower and/or the Security Party.
- m. The representations and warranties of the Borrower set out in this Loan Contract shall be correct and complied with in all material respects until the Loan is fully repaid under this Loan Contract.

#### **ARTICLE 14: BANK'S RIGHTS AND OBLIGATIONS**

- 14.1. The Bank shall provide the Loan requested by the Borrower under terms and conditions of this Loan Contract.
- 14.2. The Bank shall indemnify the Borrower if the Bank breaches any of its obligations under the terms and conditions this Loan Contract.
- 14.3. The Bank, at its sole discretion, may at any time review the Loan and determine, vary, reduce and/or increase the amount of the Loan and/or any other loan granted to the Borrower.
- 14.4. The Bank shall be entitled to claim for the damages when the Borrower and/or Security Party breaches this Loan Contract or Security Documents.
- 14.5. In the event of an Event of Default:
  - a. The Bank may suspend further drawing of the Loan or require that the Loan become immediately due and be fully or partially repaid together with accrued interest thereon and any other amount payable under this Loan Contract. Any failure to pay the due amount shall subject all such amount to the Default Interest applied at the Default Interest Rate until such time when the full payment is received by the Bank.
  - b. The Bank shall have the right to exercise all or any of the remedies available to the Bank whether pursuant to this Loan Contract and/or any of the Security Document or by laws or otherwise and shall be entitled to exercise such remedies either concurrently or consecutively. The Bank shall be entitled but not obligated to enforce the Security created in favour of the Bank, and to exercise all its rights under this Loan Contract and/or the Security Document.
  - c. If the amount realized by the Bank in any sale of the Security secured under the Security Document, after the deduction and payment from the proceeds of such sale of all fees, dues, costs, taxes and other expenses including legal fee arising from the sale is less than the Indebtedness, the Borrower and/or the Security Party, as the case may be, shall pay to the Bank the difference between the amount due and the amount so realized and until full payment is received by Bank, the Borrower and/or the Security Party shall also pay interest on such balances at the Prevailing Interest Rate and the Default Interest Rate.
- 14.6. The Borrower acknowledges and agrees that the Bank is subject to the supervision of and/or governed by and/or subject to any rules, regulations, guidelines and/or any other form of directives from the National Bank of Cambodia ("NBC") and/or any other regulatory bodies having authority over the Bank. The Bank has the right to vary this Loan Contract to comply with any such rules, regulations, guidelines and/or any other form of directives from the National Bank of Cambodia and/or such regulatory bodies. This right of variation on the part of the Bank shall be in addition and not in derogation of any other right of variation on the part of the Bank under this Loan Contract.

**ARTICLE 15: EVENT OF DEFAULT**

Events of Default mean the breaches of or failure to perform any obligations by the Borrower and/or the Security Party including any of the following:

- a. The Loan is not used for their stated purpose or other reason deemed necessary by the Bank.
- b. Breach in any of the terms and/or conditions provided in this Loan Contract and/or in the Security Document including the obligation to repay, and/or any other undertaking or arrangement entered into in connection herewith or therewith;
- c. Any provision of this Loan Contract and/or of the Security Document is or becomes illegal, invalid or unenforceable in any way, and/or if the Security Document is not perfected, becomes imperfect in any way, and/or if the Bank cannot recover from the Security Document and/or if the Bank is of the opinion that any of the security created pursuant to the Security Document is in jeopardy;
- d. Any event occurs or circumstance arose including changes in the financial condition which in the option of the Bank would materially affect the Borrower's ability or the Security Party to comply with their obligations to the Bank;
- e. Legal proceeding suit or action of any kind, whether criminal or civil, whatsoever shall be instituted against the Borrower and/or Security Party;
- f. The value of Security has depreciated to an extent that might affect the Borrower's ability to repay the Loan if the Security must be sold to realize repayment of the Loan in the event of the Borrower's default;
- g. All or a material part of the property or assets of the Borrower or the Security Party be condemned, seized or otherwise expropriated or retained by any person acting or purporting to act under the authority of the Government, or the Borrower or the Security Party shall have been prevented from exercising normal managerial control over all or any substantial part of its property or assets;
- h. Any law is brought into effect which render ineffective or invalid any provision of this Loan Contract or any of the Security Document or which would prevent the Borrower or the Security Party from performing any of their respective obligations hereunder or thereunder;
- i. If the Bank is notified by NBC or by any persons or authority as required by the NBC or otherwise receives notice that the Borrower has been classified in "Black" or "Watch" lists circulated by NBC or by any persons or authority as required by NBC from time to time;
- j. The Borrower and/or Security Party become insane or die;
- k. The filing of petition by any party for insolvency or winding-up proceeding of the Borrower and/or the Security Party; or
- l. Other events of default as may be advised by the Bank's notary or solicitors.

In case event of default above occurred, Bank has right to sue the court comply with the law .

**ARTICLE 16: NOTICE**

All notices, demands or other communications required or permitted to be given or made hereunder shall be made in writing and delivered personally and/or sent by courier and/or sent by registered post and/or by facsimile message to the intended recipient thereof at the relevant address as stated in or at its facsimile number as specified herein (or to such other address or facsimile number as any Party may from time to time notice to the other Party). Any such notice, demand or communication shall be deemed to have been duly served (i) if given personally or after posting to the last known address if sent by courier (ii) if given or made by facsimile, immediately provided that following the transmission, the sender's facsimile machine produces a transmission confirmation report, confirming successful transmission of the facsimile; and (iii) if sent by post, 3 (Three) Business Days after posting.

All notices or communications under or in connection with this Loan Contract shall be in the English language or in Khmer language.

#### **ARTICLE 17: DISCLOSURE OF INFORMATION**

The Bank shall hereby be entitled to disclose any information relating to the Loan, this Loan Contract, the Security Documents, to:

- a. The National Bank of Cambodia in accordance with the applicable laws and regulations;
- b. The Bank's professional advisors, including but not limited to the Bank's auditors, legal counsel and/or all consultants of the Bank;
- c. Any person or entity pursuant to or in connection with any legal action, suit or secured proceedings or other procedures relating to this Loan Contract and/or the Security Documents;
- d. The Bank's insurers, insurance consultants and/or pursuant to any insurance policy.

#### **ARTICLE 18: AMENDMENT**

No variation of this Loan Contract shall be effective unless made in writing and signed by all the Parties hereto.

#### **ARTICLE 19: SEVERABILITY**

If at any time any provision in whole or in part of this Loan Contract is illegal, invalid or unenforceable under or inconsistent with the provisions of any applicable law or would by reason of the provisions of any such law render the Bank unable to collect the amount of any Indebtedness or loss sustained, then such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid, unenforceable or inconsistent or would so render the Bank unable to collect the amount of any such loss, and this Loan Contract will continue in full force and effect and be construed as if it had been executed without such illegal, invalid, unenforceable or inconsistent provision.

#### **ARTICLE 20: GOVERNING LAW**

This Loan Contract shall be governed by, and construed and interpreted according to the laws of the Kingdom of Cambodia.

#### **ARTICLE 21: DISPUTE RESOLUTION AND JURISDICTION**

This Loan Contract shall be governed by and construed in accordance with the laws of the Kingdom of Cambodia. Any dispute between the Parties arising out of this Loan Contract shall be resolved through mutual and amicable negotiation. If the Parties are unable to resolve the dispute through such negotiation then both parties shall agree to bring such dispute to settle in the competent court, according Cambodian laws and regulations.

#### **ARTICLE 22: VALIDITY AND EFFECT OF AGREEMENT**

Each provision of this Loan Contract shall be interpreted in such manner as to make it effective and valid under applicable law. If any provision of this Loan Contract shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Loan Contract shall continue to be binding and in full force and effect. The Loan Contract shall be binding upon the Parties from the date of both Parties' signature.

#### **ARTICLE 23: SUCCESSORS BOUND**

This Loan Contract and the Security Documents shall be binding upon the heirs, personal representatives, assigns and successors-in-title of the Borrower, the Security Party, and the successors-in-title and assigns of the Bank.

**ARTICLE 24: TRANSFER OF BENEFITS**

The Bank may at any time with or without the consent or concurrence of the Borrower and/or the Security Party, transfer and/or assign the rights, benefits, interest and/or obligations under this Loan Contract and/or the Security Documents to any person. However it is expressly agreed that the rights, benefit, obligations and/or interest under this Loan Contract and/or the Security Documents shall not be assigned or transferred in any way by the Borrower unless with the written consent of the Bank.

**IN WITNESS WHEREOF** the Parties here to have duly executed and delivered this ANNEX .

**BANK BIDC****HEAD OFFICE**by its authorized  
representative**BANK STAMP****BORROWER****Company Investment And  
Development of Cambodia**by its authorized  
representative**COMPANY  
STAMP****Bank Represented****Company Represented**