
LOAN CONTRACT

(Medium – Long term loan)

Between

**BANK FOR INVESTMENT AND DEVELOPMENT OF
CAMBODIA PLC – HEAD OFFICE.**

(“Bank”)

And

HOUR SARAK

(“Borrower”)

No.: 04/2018/MLT/HO/0022

Date: .../.../.....

Today .../.../..... at the HEAD OFFICE of Bank for Investment and Development of Cambodia Plc, we are:

1- BANK FOR INVESTMENT AND DEVELOPMENT OF CAMBODIA PLC - HEAD OFFICE, a public limited company duly registered under the laws of the Kingdom of Cambodia, with commercial registration No. 00005999 dated 02/09/2009 and having its registered address at #370 Preah Monivong Blvd, Boeung Keng Kang I, Khan Chamkarmon, Phnom Penh Capital, Kingdom of Cambodia and Contact number: telephone: (855) 23 210 044, fax: (855) 23 220 511, email: info@bidc.com.kh and website [www.bidc.com.kh] and duly represented by its **Mr.Hour Sarak**, (hereinafter referred to as the “**BIDC or Bank**”);

and

2- HOUR SARAK, Private Limited Company, duly registered under the laws of the Kingdom of Cambodia, with commercial registration No. 00019322 dated 01/01/2018 and having its registered address at No. 266, St.598, Sangkat Phnom Penh Thmey, Khan Sen Sok, Phnom Penh Capital, and Kingdom of Cambodia and Contact number: telephone: 023987189/023987189, and duly represented by its **Mr.THAY CHEAHUOTH**, (hereinafter referred to as the “**Borrower**”)

The Bank and the Borrower hereinafter are separately and individually referred to as the “**Party**” and collectively as the “**Parties**”.

RECITAL:

WHEREAS: the Borrower has applied for the loan to the Bank by loan application date .../.../..... and the Bank has agreed to grant credit to customer;

WHEREAS: the Parties hereby agree to execute and perform this Loan Contract under the terms and conditions herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

In addition to General Terms and Conditions of Loan Contract applied by the Bank as attached in Annex (A), the Parties agree on the the following key terms and conditions of the Loan:

ITEMS	DESCRIPTIONS
1.Approved Loan:	1.1 Type(s) of Loan : Medium - Long term loan 1.2 Loan Amount : USD 1.00 (United States Dollar One) 1.3 Prevailing Interest Rate : 1 % per year 1.4 Loan Term : 1 months from the first disbursement of the Loan.

	<div>1.5 Processing Fee : 1% on limit</div> <div>1.6 Purpose(s) : Addition working capital</div> <div>1.7 Grace period of repayment: 1 (One) months since the date of first disbursement</div> <div>1.8 Repayment Principle :monthly</div> <div>1.9 Repayment interest :Pay 3 and shall be calculated based on the outstanding Loan amount multiplied by the number of actual borrowing days.</div> <div>Other conditions related to repayment principle and interest follow Article 7 of Gerneral and condition contract.</div> <div>(Note: 1.8 and 1.9 is replace with eachother according to the choice of borrower)</div>																																						
2.Security:	<div>To secure the Indebtedness under the Loan Contract, the Borrower shall provide or cause to be provided the security below (hereinafter referred to as the “Security”):</div> <div>2.1 Hypothec over immovable property</div> <div>Hypothecated Property: Land including existing and future construction(s) thereon.</div> <table><tr><th>N</th><th>Ownership</th><th>Pacel number</th><th>Title deed number</th><th>Total Size (m2)</th><th>Location</th></tr><tr><td>1</td><td>1</td><td>1</td><td>1</td><td>1</td><td>1</td></tr></table> <div>2.2 Personal/Corporate Guaranty:</div> <table><tr><th>No</th><th>Guarantor name</th><th>ID Card/Passport</th><th>Issued on</th></tr><tr><td>1</td><td>sarak</td><td>1245</td><td>01/01/2010</td></tr></table> <div>2.3 Mortgage the movable property :</div> <table><tr><th>No.</th><th>Asset Information</th><th>Plate Number</th><th>Issued By</th></tr><tr><td>1</td><td>- Model name: - Model year: - Chassis No: - Engine No: - Vignette No:</td><td>Hour Sarak 2018 1 1 1</td><td>Hour Sarak Hour Sarak Hour Sarak Hour Sarak Hour Sarak</td></tr></table> <div>2.4 Fix Deposit :</div> <table><tr><th>No</th><th>Onwer</th><th>ID Number</th><th>Opening Date</th><th>Expiry Date</th></tr><tr><td>1</td><td>sarak</td><td>0004</td><td>01/01/2014</td><td>Type of deposit hour sarak</td></tr></table>	N	Ownership	Pacel number	Title deed number	Total Size (m2)	Location	1	1	1	1	1	1	No	Guarantor name	ID Card/Passport	Issued on	1	sarak	1245	01/01/2010	No.	Asset Information	Plate Number	Issued By	1	- Model name: - Model year: - Chassis No: - Engine No: - Vignette No:	Hour Sarak 2018 1 1 1	Hour Sarak Hour Sarak Hour Sarak Hour Sarak Hour Sarak	No	Onwer	ID Number	Opening Date	Expiry Date	1	sarak	0004	01/01/2014	Type of deposit hour sarak
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3.Special Conditions:	<div>3.1 The Borrower shall fulfill all Disbursement Conditions and withdraw the Loan within 2 (Two) months from the signing date of this Loan Contract.</div> <div>Failing which, the Loan shall be deemed cancelled.</div> <div>sarak</div>																																						

4. Event of Default and Default Interest	<p>4.1 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 of General Terms and Conditions of Loan Contract including but not limited to the failure by the Borrower and/or Security Party to pay the due and payable amount to the Bank.</p> <p>4.2 In case an Event of Default occurs, All outstanding loan will become overdue loan and the Borrower shall to pay the overdue principal(s), interest on overdue principal(s), default interest and damage as detailed in Article 3, point 3.1 of General Terms and Conditions of Loan Contract and in the below formula :</p> <p>Amount to be paid by the Borrower = (a) + (b) + (c) + (d)</p> <p>(a) Overdue Principal(s);</p> <p>(b) Interest on Overdue Principal(s): Overdue Principal(s) x Prevailing Interest Rate x Number of days calculated from the date of Event of Default until the full settlement of such Event of Default ;</p> <p>(c) Default Interest: Overdue Principal(s) x 50% of Prevailing Interest Rate x Number of days calculated from the date of Event of Default until the full settlement of such Event of Default ÷ 360;</p> <p>(d) Damages: Up to 25% x outstanding loan amount caculate from the date of Bank sue to court until Bank can collect all outstanding loan amount</p>
5.Charges and Expenses	<p>All charges and expenses whatsoever incurred in connection with the preparation completion and enforcement of the Loan Contract and Security Documents including but not limited to any applicable tax and duties, registration fees, all incidental expenses, legal fees, property evaluation fee, insurance premium ("Charges and Expenses") shall be borne and paid by Borrower. In the event any of the Charges and Expenses or any part(s) thereof has/have not been settled or paid in full by Borrower, the Bank reserves the right at its sole discretion to pay the same on Borrower's behalf at any time without any prior notice to Borrower and monies so paid by the Bank on your behalf shall be debited by the Bank from any of Borrower's account maintained with the Bank including but not limited to Borrower's Loan Account, savings account, current account, fixed deposits or any other whatsoever account without any prior notice to Borrower.</p>
6.Other fees:	<p>6.1 Loan restructure fee: 3 % (Three percent) per annum on outstanding restructured amount.</p> <p>6.2 Early settlement fee: 4 % on early settled amount.</p>
7.Contact Details	<p>Bank:</p> <ul style="list-style-type: none"> • Contact Person : bidc • Position : bidc • Phone : 0888977877 • Email : sarak.h@bidc.com.kh

	Borrower: <ul style="list-style-type: none"> • Contact Person : customer • Position : cutomer • Phone : 0102020 • Email : sarak@gmail.com
8. Language	This Loan Contract is made in Khmer in 4 (Four) and in English in 4 (Four) counterparts and all counterparts taken together shall be deemed to constitute one and the same value. The Bank shall keep 2 (Two) counterparts of original Loan Contract in Khmer and English; the Borrower, lawyer shall keep 1 (One) counterpart in each language and 1 (One) counterpart of original Loan Contract in Khmer shall be filed at relevant authorities.

This Loan Contract is made on pages.

IN WITNESS WHEREOF the Parties hereto have duly executed and delivered this Loan Contract before the lawyer.

BANK
BIDC HEAD
OFFICE
by its authorized
representative

BANK
STAMP

BORROWER
HOUS SAK
by its authorized
representative

COMPANY
STAMP

Mr.Hour Sarak

Mr.THAY
CHEAHUOTH