
LOAN CONTRACT

(Credit Line)

Between

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

(“Bank”)

And

Ratana Cooperation Co., Ltd

(“Borrower”)

No.: 13/2018/CL/HO/110728

Date: 13/07/2018

Today 13/07/2018 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. 19 dated 18/07/2012 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.MEY PHY**, (hereinafter referred to as the “**BIDC or Bank**”);

and

2- Ratana Cooperation Co., Ltd , Single Member Private Limited Company, duly registered under the laws of the Kingdom of Cambodia, with commercial registration No. Co.8038KH/2005 dated 23/01/2015 and having its registered address at #288E0, Mao Tse Toung Blvd, Boeung Salang Commune, Toul Kork District, Phnom Penh City, Kingdom of Cambodia and Contact number: telephone: (+855) 17 756 789, and duly represented by its **Mrs. Ponna Dary**, (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 following key terms and conditions of the Loan:

ITEMS	DESCRIPTIONS
1.Approved Loan:	1.1 Type(s) of Loan : Credit line 1.2 Loan Limit : USD 2,000,000.00 (United States Dollar Two Million) 1.3 Prevailing Interest Rate : 8 % per year

	<p>1.4 Loan limit Term : 12 months from the date of signing contract .</p> <p>1.5 Loan term : follow each loan withdrawal sheet .</p> <p>1.6 Processing Fee : 0.5% on limit</p> <p>1.7 Purpose(s) : Addition working capital</p> <p>1.8 Repayment :</p> <p>+ Principle : The Borrower shall repay the principal under each loan withdrawal sheet to the Bank</p> <p>+ Interest : The interest shall be due and payable on the 25th day of each month and the payment of the interest shall commence from the date of the first disbursement of the Loan.</p> <p>The detail of repayment principle and interest as mention in Article 7 of General and Condition contract.</p>																																		
<p>2.Security:</p>	<p>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”):</p> <p>2.1 Hypothec over immovable property Hypothecated Property: Land including existing and future construction(s) thereon.</p> <table border="1" data-bbox="446 1012 1443 1648"> <thead> <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> </thead> <tbody> <tr> <td>1</td> <td>Mr. Chuon Sovann & Mrs. Oeun Vutha</td> <td>394</td> <td>12051009-0394</td> <td>20,169</td> <td>Peam Village, Prey Sor Commune, Dangkor District, Phnom Penh, Cambodia</td> </tr> <tr> <td>2</td> <td>Mr. Chuon Sovann & Mrs. Oeun Vutha</td> <td>GII0493</td> <td>កំណ009693</td> <td>777</td> <td>Kbal Chrouy Village, Prek Eng Commune, Kiensvay (Chbar Ampov) District, Kadal (Phnom Penh)</td> </tr> </tbody> </table> <p>2.2 Personal/Corporate Guaranty:</p> <table border="1" data-bbox="446 1690 1323 1852"> <thead> <tr> <th>No</th> <th>Guarantor name</th> <th>ID Card/Passport</th> <th>Issued on</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Mr. Chuon Sovann</td> <td>020769999(01)</td> <td>30/06/2015</td> </tr> <tr> <td>2</td> <td>Mrs. Oeun Vutha</td> <td>020757777(01)</td> <td>30/06/2015</td> </tr> <tr> <td>3</td> <td>Mrs. Ponna Dary</td> <td>011276790</td> <td>11/11/2016</td> </tr> </tbody> </table> <p>2.3 Mortgage the movable property : N/A</p>	N	Ownership	Pacel number	Title deed number	Total Size (m2)	Location	1	Mr. Chuon Sovann & Mrs. Oeun Vutha	394	12051009-0394	20,169	Peam Village, Prey Sor Commune, Dangkor District, Phnom Penh, Cambodia	2	Mr. Chuon Sovann & Mrs. Oeun Vutha	GII0493	កំណ009693	777	Kbal Chrouy Village, Prek Eng Commune, Kiensvay (Chbar Ampov) District, Kadal (Phnom Penh)	No	Guarantor name	ID Card/Passport	Issued on	1	Mr. Chuon Sovann	020769999(01)	30/06/2015	2	Mrs. Oeun Vutha	020757777(01)	30/06/2015	3	Mrs. Ponna Dary	011276790	11/11/2016
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	<p>2.4 Fix Deposit :</p> <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>Chuon Sovann</td><td>KHAA007507</td><td>26/06/2017</td><td>26/06/2018</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>	No	Onwer	ID Number	Opening Date	Expiry Date	1	Chuon Sovann	KHAA007507	26/06/2017	26/06/2018										
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<p>3.Special Conditions:</p>	<p>-The company must complete hypothec of secured assets with the Bank to guarantee loan.</p> <p>-Customer (Mr. Chuon Sovann & Mrs. Oeun Vutha and Mrs. Ponna Dary) must sign individual guarantee for secure loan limit.</p> <p>-Borrower must to transfer sale revenue to the account opened at BIDC and using others service with BIDC.</p> <p>-Customer must complete all the procedures to mortgage the collateral on hard title deed No: 12051009-0394 and mortgage fixed deposit contract amount USD 500,000.00 opened at BIDC, and hard title deed No: ៣៣០០៩៦៩៣ signed hypothec contract and BIDC keep original title deed (no registration at department land)</p> <p>-Customer is encouraged to buy insurance for collateral and other related assets at Cambodia Vietnam Insurance Company (CVI) the beneficiary is BIDC Bank.</p> <p>-Other conditions follow the regulation of BIDC, NBC, and Cambodia's law.</p>																				
<p>4. Event of Default and Default Interest rate</p>	<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 Condtions 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 oustanding 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 Condtions of Loan Contract.</p> <p>Below is the formula for calculating the amount to be paid by the Borrower, in case of an Event of Default:</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 ÷ 360;</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>																				

	(d) Damages: Up to 25% x outstanding loan amount calculate from the date of Bank sue to court until Bank can collect all outstanding loan amount.
5.Charges and Expenses	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.
6.Other fees:	6.1 Loan restructure fee: 2 % (Two percent) per annum on outstanding restructured amount.
7.Contact Details	<p>Bank:</p> <ul style="list-style-type: none"> • Contact Person : Mrs. NGOV KIMNAY • Position : Deputy Director Incharge • Phone : 092 155 551 • Email : kimnay.n@bidc.com.kh <p>Borrower:</p> <ul style="list-style-type: none"> • Contact Person : Mrs. PONNA DARY • Position : Chairwomen • Phone : (+855) 17 756 789 • Email :
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	BANK STAMP	BORROWER	COMPANY STAMP
BIDC HEAD OFFICE by its authorized representative		Ratana Cooperation Co., Ltd by its authorized representative	
Mr.MEY PHY		Mrs. Ponna Dary	