

## LOAN CONTRACT

(Overdraft)

### Between

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

("Bank")

And

B.P.C Trading Co., Ltd ("Borrower")

No.: 01/2018/OD/HO/102644

Date: 09/01/2018

**Today 09/01/2018** 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. 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.MEY PHY, (hereinafter referred to as the "BIDC or Bank");

and

2- B.P.C Trading Co., Ltd, Limited Partnership, duly registered under the laws of the Kingdom of Cambodia, with commercial registration No. CO.5508KH/2015 dated 21/03/2001 and having its registered address at Stung Meanchey Stree, Domnak Thom Village, Stung Meanchey Commune, Meanchey District, Phnom Penh, Kingdom of Cambodia and Contact number: telephone: 011995599/0979797255, email: bpc.accountdept@yahoo.com and duly represented by its OKNHA PHAT BUN, (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:	1.2 Loan limit	: Overdraft : USD <b>5,000,000.00</b> (United States Dollar Five Million ) te limit: N/A (United States Dollar Zero) te : 7 % per year

Inputter: molika.c Borrower: B.P.C Trading Co., Ltd

Authoriser: Bank: BANK FOR INVESTMENT AND DEVELOPMENT OF CAMBODIA PLC - HO

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	1.5 Loan Term	: 12 months from the date of signing loan contract.
	1.6 Processing Fee	: 0% on limit
	1.7 Purpose(s)	: Addition working capital
	1.8 Repayment	:
	+ Principle	: - The Priciple shall be paid automatically when arising
		the credited transaction on the OD account of the
		borrower
		- The Borrower shall repay the amount outstanding
		under the Loan at the maturity date of this Loan
		Contract.
	+ Interest	: The Borrower shall pay interest on outstanding amount
		of the Loan at the Prevailing Interest Rate compounded
		on a daily rest, payable by direct debit to the Loan
		Account at the end of each month.
	The repayment princ	ciple and interest as detail in Article 7 of General and
	Condition contract.	
	To secure the Indebtedr	ness under the Loan Contract, the Borrower shall provide

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"):

### 2.1 Hypothec over immovable property

Pacel number

Ownership

**Hypothecated Property**: Land including existing and future construction(s) thereon.

Title deed

number

**Total Size** 

(m2)

Location

				number	(1112)	
	1	Oknha. Phat	13	12060103-	18436	Trea Village,
		Bun and				Stung
		Chumteav.		0013		Meanchey
		Meng Sophea				Commune,
						Meanchey
						District,
						Phnom Penh
						City,
						Kingdom of
						Cambodia
	2	Oknha. Phat	ឆ្នា 0007	ភព 16050	35680	Morl Village,
		Bun and				Dangkor
		Chumteav.				Commune,
4		Meng Sophea				Dangkor
						District,
						Phnom Penh
						City,
						Kingdom of
						Cambodia.
$\overline{}$	2. Porconal/Corporato Cuaranty					

## 2. Security:

2.2 Personal/Corperate Guaranty:

N/A

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	2.3 Mortgage the movable property:				
	N/A				
	2.4 Fix Deposit : N/A				
	Customer Polition Department is responsible to collect all decument of				
	- Customer Relation Department is responsible to collect all document of customer (legal document, loan document, asset document, and etc.) to ensure				
	that the business of customer is correct to the regulation of BIDC and law of				
	Kingdom of Cambodia.				
	- Customer Relation Department requests customer to transfer revenue to				
	customer account which is opened at BIDC at least 200% of OD limit and				
3.Special	continue to use more banking service at BIDC.				
<b>Conditions:</b>	- Customer Relation Department is responsible to specify the owner capital				
	participating in the business plan to have suitable disbursement plan.				
	- Customer Relation Department periodically check the purposes of using loan				
	from customer, implementing credit conditions, ensuring customer use the l				
	for right purpose, control risk and debt recovering				
	4.1 <b>Event of default</b> : 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.				
	4.2 In case an Event of Default occurs, All oustanding loan will become overdue				
	loan 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.				
4. Event of Default and					
Default and	Below is the formula for calculating the amount to be paid by the Borrower, in				
Interest rate	case of an Event of Default:				
Amount to be paid by the Borrower = $(a) + (b) + (c) + (d)$					
	(a) Overdue Principal(s);				
	(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;				
	(c) <b>Default Interest</b> : Overdue Principal(s) x 50% of Prevailing Interest Rate x				
	Number of days calculated from the date of Event of Default until the full				
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settlement of such Event of Default ÷ 360;

(d) **Damages**: Up to 25% x Overdue principle amount.

In any case, the aggregate amount of default interest and the damages shall not exceed 25% per annum of the due and payable amount by the Borrower.

## 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 evalution 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: [LoanFee] % ([LoanFeeWord] percent) per annum on outstanding restructured amount.

#### Bank:

Contact Person : BUT CHANNARAPosition : SUPERVISOR CRD

• Phone : 023210044

• Email : info@bidc.com.kh

## 7. Contact Details

#### **Borrower:**

Contact Person: OKNHA PHAT BUN

Position : CHAIRMANPhone : 011995599

Email : bpc.accountdept@yahoo.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		<b>COMPANY</b>
BANK	STAMP	BORROWER	STAMP
BIDC HEAD		B.P.C Trading Co., Ltd	
OFFICE		by its authorized	
by its authorized		representative	
representative			
		OKNHA PHAT	
Mr.MEY PHY		BUN	