

KINGDOM OF CAMBODIA

Nation Religion King

3

(JOINED) HYPOTHEC CONTRACT

Contract No:Hypothec

Contract

This hypothecated contract on land and other properties affixed to the land is made on []
[] between the following parties:

I. NAME AND ADDRESS OF CONTRACTING PARTIES

1. Hypothecator (Party A)

- Name: Name1 sex: Male Date of Birth: 01/01/1950 Nationality: Nationality1 Address: Address1 Village: Village1 Commune/Sangkat: Sangkat1 Municipal/District/Khan: Khan1 Capital/ Province: Province1.

- Name: Name sex: Male Date of Birth: 01/01/1950 Nationality: Nationality Address: Address Village: Village Commune/Sangkat: Sangkat Municipal/District/Khan: Khan Capital/ Province: Province.

2. Debtor

- Name: Name2 sex: FeMale Date of Birth: 01/01/1950 Nationality: Nationality2 Address: Address2 Village: Village2 Commune/Sangkat: Sangkat2 Municipal/District/Khan: Khan2 Capital/ Province: Province2.

- Name: Name3 sex: Male Date of Birth: 01/01/1950 Nationality: Nationality3 Address: Address3 Village: Village3 Commune/Sangkat: Sangkat3 Municipal/District/Khan: Khan3 Capital/ Province: Province3.

3. Hypothec (Party B)

- Creditor's name: **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. 123456 dated 01/10/2010 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 represented by Bank Represented (hereinafter called the “Party B” or “BIDC”).

II. CLAIM SECURED BY HYPOTHEC

Debtor's name (BORROWER: Company Investment And Development of Cambodia), a General Partnership duly incorporated under the laws of Kingdom of Cambodia with registration No Registration No, having its registered address at Address and represented by Company Represented.

- (1) Consideration: Loan Contract dated 11/09/2017;
- (2) Principal of Loan Amount of 10,000.00 (US Dollar), in letters ten thousand;
- (3) Prevailing Interest Rate: 5 (five Percent) per annum;
- (4) Damages: 25% (Twenty Five Percent) per annum
- (5) Conditions attached to claims secured pursuant to the Loan Contract dated 11/09/2017;

Party A and Party B agree to create Hypothec [normal or joint] over the rights mentioned in item 3 to secure the claims which is mentioned in item 2.

III. DESCRIPTION OF IMMOVABLE PROPERTY OR RIGHTS WHICH ARE SUBJECTS TO THE HYPOTHEC:

N	Pacel number	Title deed number	Ownership	Total Size (m2)	Location
1	Pacel number1	Title number1	Ownership1	Total Size1	Location1
2	Pacel number2	Title number2	Ownership2	Total Size2	Location2

IV. OTHER AGREEMENTS:

- Annex I of this Contract.
- Credit contract number 01/2017/MLT/HO/DongAnh signed on 11/09/2017

This Contract has been made in Khmer and English. Each counterpart shall consist of 06 original copies with equal validity. Providing that, 02 copies for the Bank, 02 copies for the Hypothecator, 01 copy for the office notary public or lawyer (if any) and another copy for the hypothec registrar.

As in witness before the law, the parties have read and listened to the entire detail of this contract, and hereby provide its signatures to execute this contract on the date set forth above.

Hypothecator:
(Thumb print and full name)

Borrower
(Sign and full name and Seal)

Hypothec
(Sign and full name seal)

(Name of Hypothecator)

Company Represented

Bank Represented

Be your side, by your hand