
LOAN CONTRACT

(Medium – Long term loan)

Between

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

(“Bank”)

And

Borey Peng Huoth Group Co., Ltd

(“Borrower”)

No.: 03/2018/MLT/HO/104126

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.MEY PHY**, (hereinafter referred to as the “**BIDC or Bank**”);

and

2- Borey Peng Huoth Group Co., Ltd, 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 15,000,000.00 (United States Dollar Fifteen Million)

- 1.3 Prevailing Interest Rate : 7 % per year
 1.4 Loan Term : 84 months from the first disbursement of the Loan.
 1.5 Processing Fee : 0.25% on limit
 1.6 Purpose(s) : Addition capital for investment project
 1.7 Grace period of repayment: 0 (Zero) months since the date of first disbursement
 1.8 Repayment Principle :Monthly
 1.9 Repayment interest :Pay Monthly and shall be calculated based on the outstanding Loan amount multiplied by the number of actual borrowing days.

Other conditions related to repayment principle and interest follow Article 7 of General and condition contract.

(Note: 1.8 and 1.9 is replace with eachother according to the choice of borrower)

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

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

2.Security:

N	Ownership	Pacel number	Title deed number	Total Size (m2)	Location
1	Hieng Bun Peng and Thay Menglim and Hong Dany	៣៣ 0561	ភ័ 35411	6,237	Phum Beoung Chhouk, Sangkat Niroth, Khan Chbar Ampov, Phnom Penh city
2	Hieng Bun Peng and Thay Menglim and Hong Dany	៣៣ 0574	ភ័ 35638	1,538	Phum Beoung Chhouk, Sangkat Niroth, Khan Chbar Ampov, Phnom Penh city.
3	Thay Cheahuoth and Hieng Bun Peng	៣៤ 1384	ភ័ 43703	100,000	Phum Vel Sbov, Sangkat Vel Sbov, Khan Chbbar Ampov, Phnom Penh city
4	Thay Mengly and Thay Menglim	៣៣ 0637	ភ័ 34319	6,392	Phum Prek Leap, Sangkat Prek Leap,

					Khan Chrouy Changva, Phnom Penh city.
5	Thay Mengly and Hong Dany	៨VI 3050	៣៣ 40322	11,452	Phum Tuol Kork, Sangkat Tuol Sangkae, Khan Russei Keo, Phnom Penh city.
6	Thay Cheahuoth and Hieng Bun Peng	៨II1822	៣៣24979	3,533	Phum ti 4, Chrang chares, ti 1, Khan Russei Keo, Phnom Penh city
7	Thay Cheahuoth and Hieng Bun Peng	៨II1821	៣៣24978	1,580	Phum ti 4, Chrang chares, ti 1, Khan Russei Keo, Phnom Penh city

2.2 Personal/Corporate Guaranty:

No	Guarantor name	ID Card/Passport	Issued on
1	THAY CHEA HUOTH	010372662(01)	12/07/2015
2	HIENG BUNPENG	010800382	10/08/2012

2.3 Mortgage the movable property :

N/A

2.4 Fix Deposit :

N/A

3.Special Conditions:

3.1 The Borrower shall fulfill all Disbursement Conditions and withdraw the Loan within 12 (Twelve) months from the signing date of this Loan Contract. Failing which, the Loan shall be deemed cancelled.

- The loan must be disbursed after or at the same time with owner capital, the ratio of loan outstanding on actual total investment cost does not exceed 21% at any time.
- Customers commit to inform BIDC (in writing) if the customer uses the assets formed from the loan for secure at any credit institution / third party (if any).
- Customer commits to use all revenue sources from the project and revenue from other activities to prioritize for BIDC's repayment according to the committed commitments before fulfilling other financial obligations. Request customer do not distribute profit to shareholders, transfer the project and shares as well as fulfill other financial obligations before finish fulfilling customer's debt repayment obligations to BIDC or without the approval from BIDC by document.

	- Require customer develops and implements marketing plan to promote the business of project's products, ensure business efficiency and ability to repay for loan.
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 calculate from the date of Bank sue to court until Bank can collect all outstanding loan amount</p>
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:	<p>6.1 Loan restructure fee: 2 % (Two percent) per annum on outstanding restructured amount.</p> <p>6.2 Early settlement fee: 0 % on early settled amount.</p>
7.Contact Details	<p>Bank:</p> <ul style="list-style-type: none"> Contact Person : NGOV KIMNAY

	<ul style="list-style-type: none"> • Position : DEPUTY DIRECTOR IN CHARGE • Phone : 092155551 • Email : kimnay.n@bidc.com <p>Borrower:</p> <ul style="list-style-type: none"> • Contact Person : THAY CHEA HUOTH • Position : CHAIRMAN • Phone : 017/16 596 789, 097 759 6789 • Email :
8. Language	<p>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.</p>

This Loan Contract is made on pages.

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

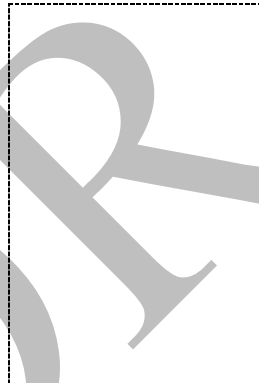
BANK

**BIDC HEAD
OFFICE**

by its authorized
representative

Mr.MEY PHY

**BANK
STAMP**



BORROWER

**Borey Peng Huoth Group
Co., Ltd**

by its authorized
representative

**Mr.THAY
CHEAHUOTH**

**COMPANY
STAMP**

