
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:	1.1 Type(s) of Loan : <i>Overdraft</i> 1.2 Loan limit : USD 5,000,000.00 (United States Dollar Five Million) 1.3 LC and Bank Guarantee limit: N/A (United States Dollar Zero) 1.4 Prevailing Interest Rate : 7 % per year

	<p>2.3 Mortgage the movable property : N/A</p> <p>2.4 Fix Deposit : N/A</p>
3.Special Conditions:	<ul style="list-style-type: none"> - 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 continue to use more banking service at BIDC. - 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 loan for right purpose, control risk and debt recovering
4. Event of Default and Default Interest rate	<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 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.</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> <ul style="list-style-type: none"> (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) 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

	<p>settlement of such Event of Default ÷ 360;</p> <p>(d) Damages: Up to 25% x Overdue principle amount.</p> <p>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.</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: [LoanFee] % ([LoanFeeWord] percent) per annum on outstanding restructured amount.</p>
7.Contact Details	<p>Bank:</p> <ul style="list-style-type: none"> • Contact Person : BUT CHANNARA • Position : SUPERVISOR CRD • Phone : 023210044 • Email : info@bidc.com.kh <p>Borrower:</p> <ul style="list-style-type: none"> • Contact Person : OKNHA PHAT BUN • Position : CHAIRMAN • Phone : 011995599 • Email : bpc.accountdept@yahoo.com
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>

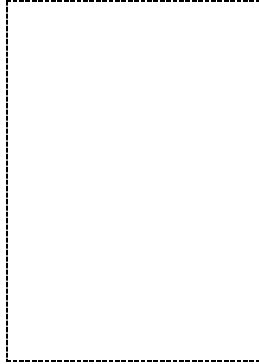
This Loan Contract is made on pages.

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
B.P.C Trading Co., Ltd
by its authorized
representative

OKNHA PHAT
BUN

COMPANY
STAMP

