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## **LOAN CONTRACT**

(Credit Line)

Between

**BANK FOR INVESTMENT AND DEVELOPMENT OF  
CAMBODIA PLC – PHNOM PENH BRANCH.**

(“Bank”)

And

**MALY SAN GROUP Co., Ltd**

(“Borrower”)

No.: 14/2018/CL/PPB/104179

**Date: ...../...../.....**

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**Today** ...../...../..... at the PHNOM PENH BRANCH of Bank for Investment and Development of Cambodia Plc, we are:

**1- BANK FOR INVESTMENT AND DEVELOPMENT OF CAMBODIA PLC - PHNOM PENH BRANCH**, a public limited company duly registered under the laws of the Kingdom of Cambodia, with commercial registration No. 19-Br-01 dated 10/05/2010 and having its registered address at #335, Preah Monivong Blvd, Sangkat Orussey 4, Khan 7 Makara, Phnom Penh Capital, Kingdom of Cambodia and Contact number: telephone: (855) 23 210 440, fax: (855) 23 214 854, email: info@bidc.com.kh and website [www.bidc.com.kh] and duly represented by its **Mr. NGUYEN VAN THIN**, (hereinafter referred to as the “**BIDC** or **Bank**”);

and

**2- MALY SAN GROUP Co., Ltd, Private Limited Company**, duly registered under the laws of the Kingdom of Cambodia, with commercial registration No. 00019958 dated 19/07/2010 and having its registered address at #08B, Chong Thnol Khang Lech Village, Teuk Thlar Commune, Sen Sok District, Phnom Penh Capital, Kingdom of Cambodia and Contact number: telephone: (855)12 913 765, and duly represented by its **Mr. BEN KIMSAN**, (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
<b>1.Approved Loan:</b>	1.1 Type(s) of Loan : <b>Credit line</b> 1.2 Loan Limit : <b>USD 230,000.00</b> (United States Dollar Two Hundred and Thirty Thousand ) 1.3 Prevailing Interest Rate : <b>8 %</b> per year

	<p>1.4 Loan limit Term : 36 months from the date of signing contract .</p> <p>1.5 Loan term : follow each loan withdrawal sheet .</p> <p>1.6 Processing Fee : 1.5% 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 25<sup>th</sup> 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><b>2.Security:</b></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 “<b>Security</b>”):</p> <p><b>2.1 Hypothec over immovable property</b></p> <p><b>Hypothecated Property:</b> Land including existing and future construction(s) thereon.</p> <table border="1" data-bbox="446 1012 1445 1858"> <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. BEN KIMSAN and wife Mrs. VEN MALY</td> <td>1024</td> <td>12080208-1024</td> <td>82 m2</td> <td>Chong Thnol Khang Lech Village, Teuk Thlar Commune, Sen Sok District, Phnom Penh Capital, Kingdom of Cambodia</td> </tr> <tr> <td>2</td> <td>Mr. BEN KIMSAN and wife Mrs. VEN MALY</td> <td>1025</td> <td>12080208-1025</td> <td>84 m2</td> <td>Chong Thnol Khang Lech Village, Teuk Thlar Commune, Sen Sok District, Phnom Penh Capital, Kingdom of Cambodia</td> </tr> </tbody> </table> <p><b>2.2 Personal/Corporate Guaranty:</b></p> <table border="1" data-bbox="446 1900 1323 1942"> <thead> <tr> <th>No</th> <th>Guarantor name</th> <th>ID Card/Passport</th> <th>Issued on</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	N	Ownership	Pacel number	Title deed number	Total Size (m2)	Location	1	Mr. BEN KIMSAN and wife Mrs. VEN MALY	1024	12080208-1024	82 m2	Chong Thnol Khang Lech Village, Teuk Thlar Commune, Sen Sok District, Phnom Penh Capital, Kingdom of Cambodia	2	Mr. BEN KIMSAN and wife Mrs. VEN MALY	1025	12080208-1025	84 m2	Chong Thnol Khang Lech Village, Teuk Thlar Commune, Sen Sok District, Phnom Penh Capital, Kingdom of Cambodia	No	Guarantor name	ID Card/Passport	Issued on				
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	<p><b>2.3 Mortgage the movable property :</b></p> <p>N/A</p> <p><b>2.4 Fix Deposit :</b></p> <p>N/A</p>								
<p><b>3.Special Conditions:</b></p>	<ul style="list-style-type: none"><li>- Borrower must complete hypotheses of secured assets with the Bank to guarantee loan and periodically value the collateral in accordance with current regulations.</li><li>- Mr. BEN KIMSAN and Mrs. VEN MALY must have individual guarantee for secure loan limit.</li><li>- Borrower must transfer revenue to the account opened at BIDC – Phnom Penh Branch (at least USD 40,000.00/month) and Branch strictly check the revenue transfer of customer in 03-06 months/time to comply with BIDC’s condition.</li></ul>								
<p><b>4. Event of Default and Default Interest rate</b></p>	<p><b>4.1 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 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><b>4.2</b> 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.</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><b>Amount to be paid by the Borrower = (a) + (b) + (c) + (d)</b></p> <ul style="list-style-type: none"><li>(a) <b>Overdue Principal(s);</b></li><li>(b) <b>Interest on Overdue Principal(s):</b> 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;</li><li>(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 settlement of such Event of Default ÷ 360;</li><li>(d) <b>Damages:</b> Up to 25% x outstanding loan amount calculate from the date of Bank sue to court until Bank can collect all outstanding loan amount.</li></ul>								
<p><b>5.Charges and Expenses</b></p>	<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,</p>								

	insurance premium (“ <b>Charges and Expenses</b> ”) 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.
<b>6.Other fees:</b>	6.1 Loan restructure fee: 2 % (Two percent) per annum on outstanding restructured amount.
<b>7.Contact Details</b>	<b>Bank:</b> <ul style="list-style-type: none"> <li>Contact Person : Mr. HOY VOR KIN</li> <li>Position : CRD Officer</li> <li>Phone : (855)93 804 616</li> <li>Email : kin.hv@bidc.com.kh</li> </ul> <b>Borrower:</b> <ul style="list-style-type: none"> <li>Contact Person : Mr. BEN KIMSAN</li> <li>Position : Board of Director</li> <li>Phone : (855)12 913 765</li> <li>Email :</li> </ul>
<b>8. Language</b>	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.

<b>BANK</b>  <b>BIDC PHNOM PENH BRANCH</b> by its authorized representative	<b>BANK STAMP</b> <div style="border: 1px solid black; height: 100px; margin: 0 auto;"></div>	<b>BORROWER</b>  <b>MALY SAN GROUP Co., Ltd</b> by its authorized representative	<b>COMPANY STAMP</b> <div style="border: 1px solid black; height: 100px; margin: 0 auto;"></div>
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**Mr. NGUYEN VAN  
THIN**



**Mr. BEN KIMSAN**



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