**** **KINGDOM OF CAMBODIA**

**Nation Religion King**

|  |
| --- |
| **LOAN CONTRACT**  **(Term Loan)**  Between  **BANK FOR INVESTMENT AND DEVELOPMENT OF**  **CAMBODIA PLC – [Branch].**  (“**Bank**”)  And  **[CompanyName]**  (“**Borrower**”)  No.: [ContractNo]  **Date: ……/……/…….** |

**Today …../…../……** at the [Branch] of Bank for Investment and Development of Cambodia Plc, we are:

1. **BANK FOR INVESTMENT AND DEVELOPMENT OF CAMBODIA PLC - [Branch],** a public limited company duly registered under the laws of the Kingdom of Cambodia, with commercial registration No. [**BrNumber**] dated [**BrDate**] and having its registered address at [**BrAddr**] and Contact number: telephone: [**BrPhone**], fax: [**BrFax**], email: [**BrEmail**] and website [**www.bidc.com.kh**] and duly represented byits **[BrDirector]**, (hereinafter referred to as the “**BIDC** or **Bank**”);

and

1. **[CompanyName], [TypeOfCompany],** duly registered under the laws of the Kingdom of Cambodia, with commercial registration No. [**ComNumber**] dated [**ComDate**] and having its registered address at [**ComAddr**] and Contact number: telephone: [**ComPhone**], [**ComEmail**] and duly represented byits **[ComDirector],** (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 Annex (A), the Parties agree on the following key terms and conditions of the Loan:

|  |  |
| --- | --- |
| **ITEMS** | **DESCRIPTIONS** |
| 1. **Approved Loan:** | 1. Type(s) of Loan : Term Loan 2. Loan Amount : **[Ccy]** **[Amount]** **([CcyWord] [Words]**) 3. Prevailing Interest Rate : **[Interest] %** per year 4. Loan Term : **[Term]** months from the first disbursement of the Loan. 5. Processing Fee : **[Fee]%** on limit 6. Purpose(s) : [Purpose] 7. Repayment annuity : pay principle and interest equal every months as mention in the repayment schedule agree by Bank and borrower.   Other conditions related to repayment principle and interest follow Article 7 of General and condition contract. |
| 1. **Security:** | 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**”):   * 1. **Hypothec over immovable property**   **Hypothecated Property**: Land including existing and future construction(s) thereon.  [HypothecatedProperty]   * 1. **Personal/Corperate Guaranty:**   [Guarantor]   * 1. **Mortgage the movable property :**   [MortgageProperty]   * 1. **Fix Deposit :**   [FixDeposit] |
| 1. **Special Conditions:** | * 1. The Borrower shall fulfill all Disbursement Conditions and withdraw the Loan within **[LoanDraw]** ([WordDraw]) months from the signing date of this Loan Contract. Failing which, the Loan shall be deemed cancelled.   [OtherCondition] |
| 1. **Event of Default and Default Interest rate** | * 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.   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.   Below is the formula for calculating the amount to be paid by the Borrower, in case of an Event of Default:  **Amount to be paid by the Borrower = (a) + (b) + (c) + (d)**   1. **Overdue Principal(s)**; 2. **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; 3. **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; 4. **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. |
| 1. **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. |
| 1. **Other fees:** | * 1. Loan restructure fee: **[LoanFee]** % ([LoanFeeWord] percent) per annum on outstanding restructured amount.   2. Early settlement fee: **[EarlyFee]** % on early settled amount. |
| 1. **Contact Details** | **Bank**:   * Contact Person : [BankPerson] * Position : [BankPosition] * Phone : [BankContactPhone] * Email : [BankContactEmail]   **Borrower**:   * Contact Person : [BorrowerPerson] * Position : [BorrowerPosition] * Phone : [BorrowerPhone] * Email : [BorrowerEmail] |
| 1. **Language** | This Loan Contract is made in Khmer in [KhContract] ([KhWord]) and in English in [EngContract] ([EngWord]) counterparts and all counterparts taken together shall be deemed to constitute one and the same value. The Bank shall keep [BankKeep] ([BankWord]) counterparts of original Loan Contract in Khmer and English; the Borrower, lawyer shall keep [BorrKeep] ([BorrWord]) counterpart in each language and [OtherKeep] ([OtherWord]) counterpart of original Loan Contract in Khmer shall be filed at relevant authorities. |

This Loan Contractis made on …. pages.

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Bank** |  | **BANK STAMP** |  | **borrower** |  | **COMPANY STAMP** |
| **BIDC [Branch]**  by its authorized representative  **[BrDirector]** |  |  |  | **[CompanyName]**  by its authorized representative  **[ComDirector]** |  |  |
|  |  |  |  |  |  |