

## **NGHỊ QUYẾT HỘI ĐỒNG QUẢN TRỊ**

### **HỘI ĐỒNG QUẢN TRỊ CÔNG TY CỔ PHẦN TRANSIMEX**

- Căn cứ Luật Doanh nghiệp số 59/2020/QH14 được Quốc hội nước Cộng hòa Xã hội Chủ nghĩa Việt Nam thông qua ngày 17/06/2020;
- Căn cứ Điều lệ Công ty Cổ phần Transimex (“Transimex”);
- Căn cứ Quy chế quản trị nội bộ Công ty Cổ phần Transimex;
- Căn cứ Biên bản họp Hội đồng quản trị số 30/BB.HĐQT NK6-TMS ngày 01 tháng 11 năm 2024 của Công ty Cổ phần Transimex,

### **QUYẾT NGHỊ:**

#### **Điều 1. Thông qua phương án vay vốn ngắn hạn tại Ngân hàng Cathay United Bank.**

1. Tổng hạn mức tín dụng tối đa: 12 triệu USD.
2. Thời hạn vay: tối đa 12 (mười hai) tháng.
3. Thời điểm giải ngân: Căn cứ theo nhu cầu vốn ngắn hạn (dưới 12 tháng) cho các hoạt động mở rộng kinh doanh của Transimex.
4. Tài sản bảo đảm: Không có.
5. Lãi suất được cố định trong suốt thời gian giải ngân, dự kiến khoảng 6%/năm.
6. Mục đích sử dụng khoản vay:
  - a) Để dự phòng cho các nhu cầu tài chính ngắn hạn của Transimex, sử dụng để chi trả tạm thời cho các hoạt động đầu tư, dự kiến sẽ có nguồn vốn dài hạn thay thế trong khoảng thời gian dưới 1 (một) năm.
  - b) Tái tài trợ, cơ cấu lại các khoản nợ nước ngoài có lãi suất cao tại Transimex.
  - c) Thanh toán các khoản nợ ngắn hạn phải trả bằng tiền phát sinh trong quá trình thực hiện dự án đầu tư, kế hoạch sản xuất kinh doanh.

**Điều 2.** Hội đồng quản trị giao quyền cho Chủ tịch Hội đồng quản trị đồng thời là người đại diện theo pháp luật chỉ đạo trực tiếp Ban Tổng Giám đốc và Giám đốc Tài chính, Kế toán trưởng để thực hiện các công việc cụ thể như sau: (i) chấp thuận, ký kết, sửa đổi, bổ sung, gia hạn, tái tục, thay thế hoặc chấm dứt khoản vay; (ii) ký kết mọi tài liệu và hợp đồng liên quan đến khoản vay nếu thấy cần thiết; (iii) ký và gửi các lệnh cho Ngân hàng Cathay United Bank liên quan đến giải ngân/tái tục/trả nợ/trả nợ trước hạn khoản vay, giao dịch hối đoái, giao dịch hoán đổi ngoại tệ và bất kỳ giao dịch nào khác theo/liên quan đến khoản vay (bao gồm cả các hợp đồng sửa đổi, bổ sung, gia hạn, tái tục, thay thế khoản vay); và (iv) ký xác nhận sao y các tài liệu của Transimex.

#### **Điều 3. Điều khoản thi hành.**

Nghị quyết này có hiệu lực kể từ ngày ký. Các Thành viên Hội đồng quản trị, Ban Tổng Giám đốc và các Đơn vị, Phòng ban, cá nhân liên quan chịu trách nhiệm thi hành Nghị quyết này.

**Nơi nhận:**

- Như Điều 3;
- UBCKNN;
- Sở GD&ĐT TP.HCM;
- Lưu VP.HĐQT. *m*

**TM. HỘI ĐỒNG QUẢN TRỊ  
CHỦ TỊCH HỘI ĐỒNG QUẢN TRỊ**



**Cathay United Bank Co., Ltd.**  
**Facility Letter**

To: TRANSIMEX CORPORATION  
("Customer" or "TMS")

The Bank hereby informs the Customer that Cathay United Bank Co., Ltd. ("Bank") will provide or renew the following loan facility in accordance with the following terms and conditions and the "General Facility Agreement" ("Agreement") signed by the Customer and the Bank on [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_]. The words and phrases defined in the Agreement are also applicable to the Facility Letter ("Facility Letter").

**1. Facility Amounts and Terms**

Unless otherwise agreed in writing, or an exclusion of this provision is stated in the agreed terms of each item in the Agreement, the actual aggregated drawdown amount shall not exceed the amount set out in Article 1 of the Facility Letter. Moreover, the cumulative maximum principal limit under each Facility under the Facility Letter shall, at any time, not exceed USD10,300,000.00. The facility provided by the Bank to the Customer ("Facility") under the Facility Letter is as follows.

the aggregated loan balance of the Customer and the other debtors of the Bank below in each Facility under the Facility Letter shall not exceed \_\_\_\_\_.

the aggregated loan balance of the Customer in each Facility under the Facility Letter shall not exceed \_\_\_\_\_.

● **Facility of Item A:**

- (1) Nature of credit: **General loan (Working Capital)**
- (2) Facility: \_\_\_\_\_
- (3) Term of Facility: From [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_] to [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_] (1 Year)
- (4) Availability Period: To [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_]
- (5) Drawdown method:  One-time  By batch  Revolving
- (6) Reference interest rate: Please refer to paragraph Item 10 of Article 2
- (7) Facility interest rate: Please refer to subparagraph (b) below:
  - (a) Fixed annual rate \_\_\_\_\_%
  - (b) Calculated by "reference interest rate"  plus  minus annual interest rate of \_\_\_\_\_%  
(where the currency of drawdown/advance/financing is \_\_\_\_\_,  plus  minus annual interest rate of \_\_\_\_\_%; where the currency of drawdown/advance /financing is \_\_\_\_\_,  plus  minus annual interest rate of \_\_\_\_\_%.)  
thereafter, if the "reference interest rate" changes,
    1. adjust the calculation on the date that the reference interest rate is changed
    2. adjust the calculation on the first interest payment date following the date that the reference interest rate is changed
    3. adjust the calculation every \_\_\_\_\_ months after the drawdown date
    4. adjust the calculation on a quarterly basis after the drawdown date
    5. adjust the calculation based on the selected terms after the drawdown date and, with the Bank's consent, negotiate each loan under the Facility on a case-by-case basis.
  - (c) \_\_\_\_\_
- (8) Repayment method of principal and interest: Please refer to subparagraph (a)
  - (a) The interest shall be re paid  on a monthly basis  on a quarterly basis  based on the selected terms from  the first drawdown date  each drawdown date. The principal and interest shall be repaid in full upon maturity.
  - (b) From the first drawdown date, repay the principal and interest on a monthly basis based on the agreed interest rate and amortized based on \_\_\_\_\_-year annuity method. The principal and interest shall be repaid in full upon maturity.
  - (c) From the first drawdown date, repay the amortizing principal and interest on a monthly basis. All the principal and interest shall be repaid in full upon maturity.
  - (d) From the first drawdown date, repay the interest on a monthly basis, and repay the principal of \$ \_\_\_\_\_  on a monthly basis  on a quarterly basis  \_\_\_\_\_. The principal and interest shall be repaid in full upon maturity.
  - (e) The principal and interest is repaid in one lump sum upon the agreed maturity of each drawdown.
  - (f) From the first drawdown date, the interest is repaid based on the actual drawdown amount  on a monthly basis



on a quarterly basis  on the selected terms of the reference interest rate applicable to each drawdown. The principal grace period is from the drawdown date to the \_\_\_\_\_ month (i.e. [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_]); after the principal grace period, \_\_\_\_\_ months is considered as 1 installment with a total of \_\_\_\_\_ installments.  repay the principal and interest amortized based on the annuity method of \_\_\_\_\_ installments  repay the principal amortized in \_\_\_\_\_ installments  repay the principal in an amount of \_\_\_\_\_ in \_\_\_\_\_ installments; the principal and interest shall be repaid in full upon maturity.

(g) \_\_\_\_\_

(9) If no special agreement has been made, the repayment date of principal and interest is the date corresponding to the drawdown date (or the last day of the month if there is no corresponding date), or the  \_\_\_\_\_ th of each month, or  others: \_\_\_\_\_.

(10) Drawdown payment method: Please refer to subparagraph \_\_\_\_\_ (if left in blank, subparagraph (a) shall apply.)

(a) The drawdown amount may be used to fully repay the Customer's Obligations which is due on the drawdown date, provided that the existing Obligations under previous Facility shall not be extinguished before the new Obligations are fully repaid. Or the drawdown amount is paid based on the "Drawdown Application" separately provided by the Customer or other written instructions agreed by the Bank.

(b) Others: \_\_\_\_\_

(11) The Customer agrees that the Bank may, at any time, issue the commercial paper guarantee or disburse loan in cash for the Facility depending on the Bank's funding arrangement.

(12) Other terms and conditions: \_\_\_\_\_

(a) The purpose of the Facility is to finance all of the TMS's short-term expenses related to business activities.

(b) The total utilized amount of Facility of Item A and Facility of Item B shall not exceed the amount equivalent to USD10,300,000.

(c) The currency for loan drawdown is USD.

(d) No reduction in TMS's shares (both direct and indirect) in key subsidiaries and associates: TRANSIMEX HI-TECH LOGISTICS CORPORATION; TRANSIMEX HI-TECH PARK LOGISTICS CO., LTD; TRANSIMEX PORT CORPORATION; VINAFREIGHT JOINT STOCK COMPANY; TRANSIMEX LOGISTICS CORPORATION; TRANSIMEX PROPERTY COMPANY LIMITED; NIPPON EXPRESS (VIETNAM) CO.,LTD; CHO LON INVESTMENT AND IMPORT EXPORT CORPORATION (tested semi-annually).

(e) Total debt to equity ≤ \_\_\_\_\_ (tested semi-annually).

(f) The maximum tenor of each drawdown is 6 month.

● **Facility of Item B:**

(1) Nature of credit: **General loan ( Refinancing )**

(2) Facility: \_\_\_\_\_

(3) Term of Facility: From [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_] to [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_] (10 Month)

(4) Availability Period: To [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_]

(5) Drawdown method:  One-time  By batch  Revolving

(6) Reference interest rate: Please refer to paragraph Item10 of Article 2

(7) Facility interest rate:

Calculated by "reference interest rate"  plus  minus annual interest rate of \_\_\_\_\_% thereafter, if the "reference interest rate" changes.

1. adjust the calculation on the date that the reference interest rate is changed

2. adjust the calculation on the first interest payment date following the date that the reference interest rate is changed

3. adjust the calculation every \_\_\_\_\_ months after the drawdown date

4. adjust the calculation on a quarterly basis after the drawdown date

5. adjust the calculation based on the selected terms after the drawdown date

and, with the Bank's consent, negotiate each loan under the Facility on a case-by-case basis.

\_\_\_\_\_

(8) Repayment method of principal and interest: Please refer to subparagraph (a)

(a) The interest shall be repaid  on a monthly basis  on a quarterly basis  based on the selected terms from  the first drawdown date  each drawdown date. The principal and interest shall be repaid in full upon maturity.

(b) From the first drawdown date, repay the principal and interest on a monthly basis based on the agreed interest rate and amortized based on annuity method in \_\_\_\_\_ installments. The principal and interest shall be repaid in full upon maturity.

(c) From the first drawdown date, repay the amortizing principal and interest on a monthly basis. All the principal and interest shall be repaid in full upon maturity.

(d) From the first drawdown date, repay the interest on a monthly basis, and repay the principal of \$ \_\_\_\_\_  on a monthly basis  on a quarterly basis  \_\_\_\_\_. The principal and interest shall be repaid in full upon maturity.

(e) \_\_\_\_\_

(9) If no special agreement has been made, the repayment date of principal and interest is the date corresponding to the drawdown date (or the last day of the month if there is no corresponding date), or the  \_\_\_\_\_ th of each month, or

- others: \_\_\_\_\_.
- (10) Drawdown payment method: Please refer to subparagraph \_\_\_\_\_ (if left in blank, subparagraph (a) shall apply.)
- (a) The drawdown amount may be used to fully repay the Customer's Obligations which is due on the drawdown date, provided that the existing Obligations under previous Facility shall not be extinguished before the new Obligations are fully repaid. Or the drawdown amount is paid based on the "Drawdown Application" separately provided by the Customer or other written instructions agreed by the Bank.
- (b) Others: \_\_\_\_\_
- (11) Other terms and conditions: \_\_\_\_\_
- (a) The total utilized amount of Facility of Item A and Facility of Item B shall not exceed the amount equivalent to USD10,300,000.
- (b) The currency for loan drawdown is USD.
- (c) No reduction in TMS's shares (both direct and indirect) in key subsidiaries and associates: TRANSIMEX HI-TECH LOGISTICS CORP; TRANSIMEX HI TECH PARK LOGISTICS CO., LTD; TRANSIMEX PORT CORPORATION; VINAFREIGHT JOINT STOCK COMPANY; TRANSIMEX LOGISTICS CORPORATION; TRANSIMEX PROPERTY COMPANY LIMITED; NIPPON EXPRESS (VIETNAM) CO.,LTD; CHO LON INVESTMENT AND IMPORT EXPORT CORPORATION (tested semi-annually).
- (d) Total debt to equity < \_\_\_\_\_ (tested semi-annually).
- (e) Required documents: Supporting documents for drawdown according to Article 08, Circular 08/2023/TT-NHNN dated on 30th June, 2023.

## 2. Reference Interest Rate

Payment	Name of the "reference interest rate"
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3. When the Customer is delay in repayment of the principal and interest of the Facility, the Customer shall be liable for the delay interests and interests calculated by the agreed interest rates (for agreed interest rate lower than the Bank's announced foreign currency loan interest rate, the Bank may charge the delay interests by the Bank's announced foreign currency loan interest rates). In addition, with respect to the principal of the Facility and the principal of the advance made by the Bank (including the principal which the Bank deems mature in accordance with the Agreement), starting from the due date, if the delay in repayment of principal does not exceed 6 months, an additional default penalty calculated at \_\_\_\_\_ of the agreed interest rate shall be charged, and \_\_\_\_\_ of the agreed interest rate shall be charged as penalty for delay more than \_\_\_\_\_. In respect of the delay in repayment of interest, if the delay in repayment does not exceed 6 months from the interest payment date, an additional \_\_\_\_\_ of the agreed interest rate shall be charged as the default penalty, and an additional \_\_\_\_\_ of the agreed interest rate shall be charged as the default penalty for delay in repayment of interest for more than \_\_\_\_\_.

4.The conditions of drawdown: The Customer shall provide the documents or certificates approved by the Bank before the drawdown date for utilization of the Facility in accordance with the Agreement and complete the procedures for the creation of the security interest over the Security required by the Bank. However, if the Bank agrees to first create the subordinated mortgage, the first utilization of the Facility is limited to repay the loans of the mortgagee bank ranking in priority over the Security, and the Bank would pay the debt of the mortgage ranking in priority over the Security in lieu of all or part of the delivery of the Facility.

5.The Bank may notify the Customer of the Facility to extend the term according to this Facility Letter (as amended or supplemented). If the Customer does not object to the extension (renewal) within five days since the issuance the Notice and repay all of the principal and interest, it is deemed that the Customer agrees to the extension, and the same rule shall apply to each subsequent extension.

6.This Facility Letter shall not be amended unless the Bank and the Customer consent in writing.

7.Supplementary provisions:

- (1) \_\_\_\_\_ °
- (2) \_\_\_\_\_ °
- (3) \_\_\_\_\_ °
- (4) \_\_\_\_\_ °

The Customer:  
TRANSIMEX CORPORATION *UM*



*Lê Duy Hiệp*

(signature)

Name:  
Title:

**TỔNG GIÁM ĐỐC**

The Bank:  
Cathay United Bank Co., Ltd.

*Hai Thi Ngoc Lan*

(signature)

Name:  
Title:

**HAI THI NGOC LAN**  
Head of Corporate banking



Date:

YYYY **2024**

MM **12**

DD **23**

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Cathay United Bank Co., Ltd.  
Facility Letter

To: TRANSIMEX CORPORATION  
("Customer" or "TMS")

The Bank hereby informs the Customer that Cathay United Bank Co., Ltd. ("Bank") will provide or renew the following loan facility in accordance with the following terms and conditions and the "General Facility Agreement" ("Agreement") signed by the Customer and the Bank on [ 2024, 12, 23 ]. The words and phrases defined in the Agreement are also applicable to the Facility Letter ("Facility Letter").

**1. Facility Amounts and Terms**

Unless otherwise agreed in writing, or an exclusion of this provision is stated in the agreed terms of each item in the Agreement, the actual aggregated drawdown amount shall not exceed the amount set out in Article 1 of the Facility Letter. Moreover, the cumulative maximum principal limit under each Facility under the Facility Letter shall, at any time, not exceed USD7,000,000.00. The facility provided by the Bank to the Customer ("Facility") under the Facility Letter is as follows.

the aggregated loan balance of the Customer and the other debtors of the Bank below in each Facility under the Facility Letter shall not exceed \_\_\_\_\_.

the aggregated loan balance of the Customer in each Facility under the Facility Letter shall not exceed \_\_\_\_\_.

● **Facility of Item A:**

(1) Nature of credit: **General loan ( Refinancing an offshore shareholder Loan )**

(2) Facility: \_\_\_\_\_

(3) Term of Facility: From [ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ] to [ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ] (9Month)

(4) Availability Period: To [ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ]

(5) Drawdown method:  One-time  By batch  Revolving

(6) Reference interest rate: Please refer to paragraph Item 10 of Article 2

(7) Facility interest rate: Please refer to subparagraph (b) below:

(a) Fixed annual rate     %

(b) Calculated by "reference interest rate"  plus  minus annual interest rate of     %

(where the currency of drawdown/advance/financing is \_\_\_\_\_,  plus  minus annual interest rate of     %; where the currency of drawdown/advance /financing is \_\_\_\_\_,  plus  minus annual interest rate of     %.)

thereafter, if the "reference interest rate" changes,

1. adjust the calculation on the date that the reference interest rate is changed

2. adjust the calculation on the first interest payment date following the date that the reference interest rate is changed

3. adjust the calculation every      months after the drawdown date

4. adjust the calculation on a quarterly basis after the drawdown date

5. adjust the calculation based on the selected terms after the drawdown date

and, with the Bank's consent, negotiate each loan under the Facility on a case-by-case basis.

(c) \_\_\_\_\_

(8) Repayment method of principal and interest: Please refer to subparagraph (a)

(a) The interest shall be re paid  on a monthly basis  on a quarterly basis  based on the selected terms from  the first drawdown date  each drawdown date. The principal and interest shall be repaid in full upon maturity.

(b) From the first drawdown date, repay the principal and interest on a monthly basis based on the agreed interest rate and amortized based on     -year annuity method. The principal and interest shall be repaid in full upon maturity.

(c) From the first drawdown date, repay the amortizing principal and interest on a monthly basis. All the principal and interest shall be repaid in full upon maturity.

(d) From the first drawdown date, repay the interest on a monthly basis, and repay the principal of \$       on a monthly basis  on a quarterly basis      . The principal and interest shall be repaid in full upon maturity.

(e) The principal and interest is repaid in one lump sum upon the agreed maturity of each drawdown.

(f) From the first drawdown date, the interest is repaid based on the actual drawdown amount  on a monthly basis  on a quarterly basis  on the selected terms of the reference interest rate applicable to each drawdown. The principal grace period is from the drawdown date to the      month (i.e. [ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ]); after the principal grace period,      months is considered as 1 installment with a total of      installments.  repay the principal and interest amortized based on the annuity method of      installments  repay the



principal amortized in \_\_\_\_\_ installments  repay the principal in an amount of \_\_\_\_\_ in \_\_\_\_\_ installments; the principal and interest shall be repaid in full upon maturity.

- (g) \_\_\_\_\_
- (9) If no special agreement has been made, the repayment date of principal and interest is the date corresponding to the drawdown date (or the last day of the month if there is no corresponding date), or the  \_\_\_\_\_ th of each month, or  others: \_\_\_\_\_.
- (10) Drawdown payment method: Please refer to subparagraph \_\_\_\_\_ (if left in blank, subparagraph (a) shall apply.)
- (a) The drawdown amount may be used to fully repay the Customer's Obligations which is due on the drawdown date, provided that the existing Obligations under previous Facility shall not be extinguished before the new Obligations are fully repaid. Or the drawdown amount is paid based on the "Drawdown Application" separately provided by the Customer or other written instructions agreed by the Bank.
- (b) Others: \_\_\_\_\_
- (11) The Customer agrees that the Bank may, at any time, issue the commercial paper guarantee or disburse loan in cash for the Facility depending on the Bank's funding arrangement.
- (12) Other terms and conditions: \_\_\_\_\_
- (a) The purpose of the Facility is to refinance an offshore shareholder loan.
- (b) The total utilized amount of Facility of Item A, Facility of Item B, and the Facility of Item A under the Facility Letter dated 23 December 2024 shall not exceed the amount equivalent to USD7,000,000.
- (c) The loan tenor of each drawdown is 9 months at the maximum, and in any case shall not exceed 31 December 2025.
- (d) Security: First ranking mortgage and pledge over shares and corresponding dividends if any (each a "Share Pledge").
- (i)
- (ii) The percentage ratio of sum of the Pledged Shares to the outstanding principal amount of the Loan (the "Collateral Cover Ratio") has to be no less than Minimum Collateral Cover Ratio ("MCCR") during the tenor of the facilities.
- (iii) Minimum Collateral Cover Ratio ("MCCR"):
- (iv) If Minimum Collateral Cover Ratio is not met, the Borrower will: (A) top up shares within 20 Business Days from the MCCR Testing Date; or (B) make a voluntary prepayment without incurring a prepayment fee for the exceeding provided that such prepayment must be made on the Interest Rate Review Date. Otherwise, the prepayment shall be subject to the prepayment fee notified by the Bank.
- (v) If Collateral Cover Ratio on any MCCR Testing Date is more than \_\_\_\_\_, the Customer is not allowed to release the Share Pledge until the outstanding loan amounts and any other amounts under this Facility Letter are fully repaid.
- (vi) MCCR Testing Date: Testing shall occur within 10 business days from the end of each financial quarter.
- (vii) Pledged Shares Valuation: The Pledged Shares shall be valued at the last 5-trading day trailing volume weighted average price on the relevant MCCR Testing Period.
- (e) The Customer shall procure that there will be no reduction in TMS's shares (both direct and indirect) in key subsidiaries and associates: TRANSIMEX HI-TECH LOGISTICS CORP ("SHTL"), TRANSIMEX HI TECH PARK LOGISTICS ONE MEMBER CO.,LTD ("SHTP"); RANSIMEX PORT CORP ("TMS Port"), VINAFREIGHT JSC ("VNF"), TRANSIMEX LOGISTICS CORPORATION ("TMS TOT"), TRANSIMEX PROPERTY COMPANY LIMITED ("TMS Property"), NIPPON EXPRESS (VN) CO., LTD ("Nippon Express"), CHO LON INVESTMENT AND IMPORT EXPORT CORP ("CLX" or Cholimex) (tested semi-annually) (First testing date : 31 October 2025), in the event that the Borrower still doesn't comply with this condition, an increase of \_\_\_\_\_ on the current interest rate will be applied.
- (f) Total debt to equity  $\leq$  \_\_\_\_\_ (tested semi-annually).
- (g) Required documents: Supporting documents for drawdown according to Article 08, Circular 08/2023/TT-NHNN dated on 30th June, 2023 of the State Bank of Vietnam and other applicable laws and regulations.
- (h) The maximum term of each drawdown is 9 months from the date of drawdown but in any case shall not exceed 31 December 2025.

● **Facility of Item B:**

- (1) Nature of credit: **General loan (Other corporate loan)**
- (2) Facility: \_\_\_\_\_
- (3) Term of Facility: From [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_] to [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_] (9 Month)
- (4) Availability Period: To [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_]
- (5) Drawdown method:  One-time  By batch  Revolving
- (6) Reference interest rate: Please refer to paragraph Item 10 of Article 2
- (7) Facility interest rate:
- Calculated by "reference interest rate"  plus  minus annual interest rate of \_\_\_\_\_% thereafter, if the "reference interest rate" changes,
- I. adjust the calculation on the date that the reference interest rate is changed

2. adjust the calculation on the first interest payment date following the date that the reference interest rate is changed
3. adjust the calculation every \_\_\_\_\_ months after the drawdown date
4. adjust the calculation on a quarterly basis after the drawdown date
5. adjust the calculation based on the selected terms after the drawdown date
- and, with the Bank's consent, negotiate each loan under the Facility on a case-by-case basis.
- \_\_\_\_\_
- (8) Repayment method of principal and interest: Please refer to subparagraph (a)
- (a) The interest shall be repaid  on a monthly basis  on a quarterly basis  based on the selected terms from  the first drawdown date  each drawdown date. The principal and interest shall be repaid in full upon maturity.
- (b) From the first drawdown date, repay the principal and interest on a monthly basis based on the agreed interest rate and amortized based on annuity method in \_\_\_\_\_ installments. The principal and interest shall be repaid in full upon maturity.
- (c) From the first drawdown date, repay the amortizing principal and interest on a monthly basis. All the principal and interest shall be repaid in full upon maturity.
- (d) From the first drawdown date, repay the interest on a monthly basis, and repay the principal of \$ \_\_\_\_\_  on a monthly basis  on a quarterly basis  \_\_\_\_\_. The principal and interest shall be repaid in full upon maturity.
- (e) \_\_\_\_\_
- (9) If no special agreement has been made, the repayment date of principal and interest is the date corresponding to the drawdown date (or the last day of the month if there is no corresponding date), or the  \_\_\_\_th of each month, or  others: \_\_\_\_\_.
- (10) Drawdown payment method: Please refer to subparagraph \_\_\_\_\_ (if left in blank, subparagraph (a) shall apply.)
- (a) The drawdown amount may be used to fully repay the Customer's Obligations which is due on the drawdown date, provided that the existing Obligations under previous Facility shall not be extinguished before the new Obligations are fully repaid. Or the drawdown amount is paid based on the "Drawdown Application" separately provided by the Customer or other written instructions agreed by the Bank.
- (b) Others: \_\_\_\_\_
- (11) The Customer agrees that the Bank may, at any time, issue the commercial paper guarantee or disburse loan in cash for the Facility depending on the Bank's funding arrangement.
- (12) Other terms and conditions: \_\_\_\_\_
- (a) The total utilized amount of Facility of Item A, Facility of Item B, and the Facility of Item A under the Facility Letter dated 23 December 2024 shall not exceed the amount equivalent to USD7,000,000.
- (b) The loan tenor of each drawdown is 9 months at the maximum, and in any case shall not exceed 31 December 2025.
- (c) Security: First ranking mortgage and pledge over shares and corresponding dividends if any (each a "Share Pledge").
- (i)
- (ii) The percentage ratio of sum of the Pledged Shares to the outstanding principal amount of the Loan (the "Collateral Cover Ratio") has to be no less than Minimum Collateral Cover Ratio ("MCCR") during the tenor of the facilities.
- (iii) Minimum Collateral Cover Ratio ("MCCR"):
- (iv) If Minimum Collateral Cover Ratio is not met, the Borrower will: (A) top up shares within 20 Business Days from the MCCR Testing Date; or (B) make a voluntary prepayment without incurring a prepayment fee for the exceeding provided that such prepayment must be made on the Interest Rate Review Date. Otherwise, the prepayment shall be subject to the prepayment fee notified by the Bank.
- (v) If Collateral Cover Ratio on any MCCR Testing Date is more than \_\_\_\_\_, the Customer is not allowed to release the Share Pledge until the outstanding loan amounts and any other amounts under this Facility Letter are fully repaid.
- (vi) MCCR Testing Date: Testing shall occur within 10 business days from the end of each financial quarter.
- (vii) Pledged Shares Valuation: The Pledged Shares shall be valued at the last 5-trading day trailing volume weighted average price on the relevant MCCR Testing Period.
- (d) The Customer shall procure that there will be no reduction in TMS's shares (both direct and indirect) in key subsidiaries and associates: TRANSIMEX HI-TECH LOGISTICS CORP ("SHTL"), TRANSIMEX HI TECH PARK LOGISTICS ONE MEMBER CO.,LTD ("SHTP"); RANSIMEX PORT CORP ("TMS Port"), VINAFREIGHT JSC ("VNF"), TRANSIMEX LOGISTICS CORPORATION ("TMS TOT"), TRANSIMEX PROPERTY COMPANY LIMITED ("TMS Property"), NIPPON EXPRESS (VN) CO., LTD ("Nippon Express"), CHO LON INVESTMENT AND IMPORT EXPORT CORP ("CLX" or Cholimex) (tested semi-annually) (First testing date : 31 October 2025), in the event that the Borrower still doesn't comply with this condition, an increase of \_\_\_\_\_ on the current interest rate will be applied.
- (e) Total debt to equity  $\leq$  \_\_\_\_\_ (tested semi-annually).
- (f) Required documents: Supporting documents for drawdown according to Article 08, Circular 08/2023/TT-NHNN dated on

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30th June, 2023 of the State Bank of Vietnam and other applicable laws and regulations.

- (g) The maximum term of each drawdown is 9 months from the date of drawdown but in any case shall not exceed 31 December 2025.

## 2. Reference Interest Rate

Payment	Name of the "reference interest rate"

3. When the Customer is delay in repayment of the principal and interest of the Facility, the Customer shall be liable for the delay interests and interests calculated by the agreed interest rates (for agreed interest rate lower than the Bank's announced foreign currency loan interest rate, the Bank may charge the delay interests by the Bank's announced foreign currency loan interest rates). In addition, with respect to the principal of the Facility and the principal of the advance made by the Bank (including the principal which the Bank deems mature in accordance with the Agreement), starting from the due date, if the delay in repayment of principal does not exceed 6 months, an additional default penalty calculated at \_\_\_\_\_ of the agreed interest rate shall be charged, and \_\_\_\_\_ of the agreed interest rate shall be charged as penalty for delay more than \_\_\_\_\_ months. In respect of the delay in repayment of interest, if the delay in repayment does not exceed 6 months from the interest payment date, an additional \_\_\_\_\_ of the agreed interest rate shall be charged as the default penalty, and an additional \_\_\_\_\_ of the agreed interest rate shall be charged as the default penalty for delay in repayment of interest for more than \_\_\_\_\_ months.

4. The conditions of drawdown: The Customer shall provide the documents or certificates approved by the Bank before the drawdown date for utilization of the Facility in accordance with the Agreement and complete the procedures for the creation of the security interest over the Security required by the Bank. However, if the Bank agrees to first create the subordinated mortgage, the first utilization of the Facility is limited to repay the loans of the mortgagee bank ranking in priority over the Security, and the Bank would pay the debt of the mortgage ranking in priority over the Security in lieu of all or part of the delivery of the Facility.

5. The Bank may notify the Customer of the Facility to extend the term according to this Facility Letter (as amended or supplemented). If the Customer does not object to the extension (renewal) within five days since the issuance the Notice and repay all of the principal and interest, it is deemed that the Customer agrees to the extension, and the same rule shall apply to each subsequent extension.

6.This Facility Letter shall not be amended unless the Bank and the Customer consent in writing.

7.Supplementary provisions:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_

The Customer:

TRANSIMEX CORPORATION



TỔNG GIÁM ĐỐC

*Lê Duy Hiệp*

\_\_\_\_\_  
(signature)

Name:

Title:



The Bank:

Cathay United Bank Co., Ltd.

*Kaluc*

\_\_\_\_\_

\_\_\_\_\_  
(signature)

Name:

Title:

**Ha Thi Ngoc Lan**  
**Project Senior Vice President**  
**Corporate Banking**

Date:

2025

YYYY

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THE UNIVERSITY OF  
 THE SOUTH PACIFIC  
 OFFICE OF THE VICE-CHANCELLOR

## Supplementary Agreement to the General Facility Agreement

(applicable to General Facility Agreement/ Facility Letter)

The Undersigned hereby agrees the following supplementary terms and conditions (the “Supplemental Terms and Conditions”) to the Facility Letter signed on 2024/12/23 and 2025/03/27 (collectively /hereinafter, the “Facility Agreement”)

1. Facility Letter signed on 2024/12/23

Clause (11) (c) of Facility of Item B shall be deleted entirely and replaced as follows:

No reduction in TMS’s shares (both direct and indirect) in key subsidiaries and associates (tested semi-annually), specifically TMS's owning ratio maintain at least: (1) 99.45% in Transimex Hi-Tech Logistics Corp ("SHTL"), (2) 99.45% in Transimex Hi Tech Park Logistics One Member Co., Ltd (“SHTP”), (3) 99.99% in Transimex Port Corp ("TMS Port"), (4) 58.47% in Vinafreight JSC (“VNF”), (5) 82.29% in Transimex Logistics Corporation ("TMS TOT"), (6) 100.0% in Transimex Property Company Limited ("TMS Property"), (7) 50.0% in Nippon Express (VN) Co., Ltd ("Nippon Express"), (8) 28.0% in Cho Lon Investment and Import Export Corp (“CLX” or Cholimex). For the upcoming testing (on 31 October 2025), in the event that the Borrower doesn’t comply with this condition, an increase of \_\_\_\_\_ on the current interest rate will be applied.

2. Facility Letter signed on 2025/3/27

2.1. Article 1: Facility Amounts and Terms shall be amended to read as follow:

The cumulative maximum principal limit under each Facility under the Facility Letter shall, at any time, not exceed USD6,700,000.00.

2.2. Clause (12) (b) of Facility of Item A and Clause (12) (a) of Facility of Item B shall be amended to read as follow:

The total utilized amount of Facility of Item A, Facility of Item B, and the Facility of Item A under Facility Letter dated 23 December 2024 shall not exceed the amount equivalent to USD6,700,000.00

This Supplementary Agreement forms an integral part of the Facility Agreement and has the same effect. In the event of discrepancy between the Supplemental Terms and Conditions and the Facility Agreement, the Supplemental Terms and Conditions shall prevail.



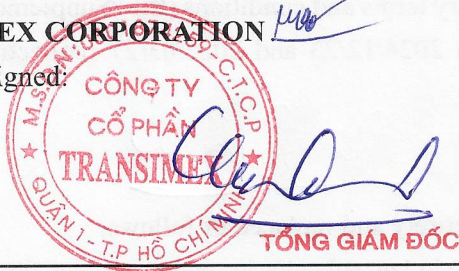
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The Undersigned hereby declares that this Supplementary Agreement has been properly reviewed and signed to show the consent to abide by these terms and conditions.

The Customer:

TRANSIMEX CORPORATION

The Undersigned:



(Signature)

*Lê Duy Hiệp*

Legal Representative:

ID Number: 874259TR (VN Code: 0301874259)

The Bank:

Cathay United Bank Co., Ltd.

The Undersigned:

A handwritten signature in blue ink, appearing to read 'Nalu'.

**Ha Thi Ngoc Lan**

(Signature)

Project Senior Vice President  
Corporate Banking

Date: 2025 YYYY 09 MM 22 DD

Supervisor	Approved by	Responsible person/Verified by

