



SUSTAINABLE DEVELOPMENT

**BINH DUONG MINERAL AND CONSTRUCTION JOINT STOCK COMPANY**

No. 8, Nguyen Thi Minh Khai Street, Group 9, Hoa Lan 1 quarter, Thuan Giao ward, Thuan An city, Binh Duong province

☎ 0274.3822.602

☎ 0274.3823922

☎ 3700148825

✉ info@bimico.com.vn

www.bimico.com.vn



No.: 08/2025/KSB/DHCD-TTr

Thuan An, April 4, 2025

**PROPOSAL****Regarding the approval of the Company Merger Contract**

To: The General Meeting of Shareholders

Pursuant to the Law on Enterprises No. 59/2020/QH14 passed on June 17, 2020;

Pursuant to the Securities Law No. 54/2019/QH14 passed on November 26, 2019;

Pursuant to Resolution No. 03/2024/NQ-DHDCD dated May 24, 2024 of the Annual General Meeting of Shareholders 2024;

Pursuant to the Charter of Binh Duong Mineral and Construction Joint Stock Company ("KSB").

The Board of Directors ("BOD") of the Company respectfully submits to the General Meeting of Shareholders ("GMS") for approval the following contents:

1. Approve the Merger Contract of KSB Industry Development Company Limited into Binh Duong Mineral and Construction Joint Stock Company, according to the following contents:

## 1.1 Information on the Merging Company

- Vietnamese name: CÔNG TY CỔ PHẦN KHOÁNG SẢN VÀ XÂY DỰNG BÌNH DƯƠNG

- English name: Binh Duong Mineral and Construction Joint Stock Company

- Abbreviation: BIMICO

- Address: No. 8 Nguyen Thi Minh Khai Street, Group 9, Hoa Lan 1 Quarter, Thuan Giao Ward, Thuan An City, Binh Duong Province.

- Legal Representative of the Company:

+ Mr. Phan Tan Dat, Position: Chairman of the Board of Directors

+ Mr. Tran Dinh Ha, Position: General Director



- Charter capital: 1,147,791,030,000 VND

## 1.2 Information on the Merged Company

- Vietnamese name: CÔNG TY TNHH PHÁT TRIỂN CÔNG NGHIỆP KSB
- English name: KSB Industry Development Company Limited
- Abbreviation: KSB IDC
- Address: Lot A1, D1 Road, Zone A, Dat Cuoc Industrial Park, Dat Cuoc Commune, Bac Tan Uyen District, Binh Duong Province.
- Legal Representative: Mr. Le Hoai Nam, Position: General Director
- Charter capital: 200,000,000,000 VND
- 100% of the charter capital is owned by Binh Duong Mineral and Construction Joint Stock Company

## 1.3 Labor Use Plan

Binh Duong Mineral and Construction Joint Stock Company (“**KSB Company**”) will inherit all rights and obligations of the Acquired Company in continuing to employ labor according to the status quo before the merger, therefore, it is not necessary to develop a labor use plan for KSB Company upon implementation of the merger.

1.4 Methods, procedures, time limit, and conditions for converting assets, converting capital contribution of KSB IDC Company into assets and capital contribution of KSB Company.

- Regarding assets: All assets of the Acquired Company will be converted into assets of KSB Company when the Acquired Company merges into KSB Company in accordance with the prescribed legal procedures.

- Regarding capital contribution: 100% of the Acquired Company's capital contribution worth 200,000,000,000 VND is currently owned by KSB Company, therefore, when implementing the merger of the Acquired Company, KSB does not have to carry out any procedures to issue additional shares or increase charter capital.

## 1.5 Charter of the Acquiring Company

The merger of the Acquired Company does not lead to any adjustments to the current Charter of KSB Company, therefore, KSB Company does not make any adjustments to the Charter due to the merger of the Acquired Company.

## 1.6 Operations after the merger



- After Binh Duong Mineral and Construction Joint Stock Company receives the merger, the merged company ceases to exist.

- Binh Duong Mineral and Construction Joint Stock Company continues to maintain its business operations normally as before the merger, while enjoying legitimate rights and interests, and is responsible for the obligations, outstanding debts, labor contracts, and other financial obligations of the merged company (if any).

1.7 Merger implementation deadline: April, 2025.

2. Authorizing the Board of Directors of the Company to carry out all tasks related to the merger process, including but not limited to:

- Implementing the necessary legal procedures as prescribed by law to carry out the merger.

- Approving documents related to the merger process.

- Deciding other issues arising during the merger process, including but not limited to adjusting the merger plan within the scope that does not fundamentally change the content approved by the General Meeting of Shareholders.

- Adjusting and amending the Charter, organizational structure, charter capital, rights, and obligations of relevant parties according to the merger plan.

- Representing the company in carrying out necessary legal procedures at competent state agencies.

- Performing other necessary tasks to complete the merger process.

- Within the authorized scope, the Board of Directors is entitled to re-authorize other personnel of the Company to contact and work with competent state agencies to carry out necessary legal procedures to complete the merger procedures.

Respectfully requesting the General Meeting to approve./.

**ON BEHALF OF THE BOARD OF DIRECTORS  
CHAIRMAN**

**Phan Tan Dat**



**THE SOCIALIST REPUBLIC OF VIETNAM**

**Independence - Freedom – Happiness**

**MERGER CONTRACT**

**(No.: ...../2025/HDSN)**

**between**

**BINH DUONG MINERAL AND CONSTRUCTION JOINT STOCK COMPANY**

**and**

**KSB INDUSTRY DEVELOPMENT COMPANY LIMITED**

**Binh Duong, ...../2025**



## **LEGAL BASIS:**

- Pursuant to the Law on Enterprises No. 59/2020/QH14 passed by the National Assembly of the Socialist Republic of Vietnam on June 17, 2020;
- Pursuant to Decree No. 01/2021/ND-CP dated January 4, 2021 of the Government regarding enterprise registration.
- Pursuant to the Law on Securities No. 54/2019/ passed by the National Assembly of the Socialist Republic of Vietnam on November 26, 2019;
- Pursuant to Decree 155/2020/ND-CP guiding the Law on Securities;
- Pursuant to Resolution No. 03/2024/NQ-DHDCD of the General Meeting of Shareholders (GMS) of Binh Duong Mineral and Construction Joint Stock Company approving the Merger on May 24, 2024;
- Resolution of the Owner of KSB Industry Development Company Limited No.....2025/NQ-CSH approving the Merger Contracts on ..../...../2025.



This Merger Contract ("Contract") is made and entered into on .../.../202... ("Execution Date") by and between the parties:

**A. MERGING COMPANY**

**BINH DUONG MINERAL AND CONSTRUCTION JOINT STOCK COMPANY**

- Enterprise Registration Certificate No.: 3700148825 issued by the Business Registration Division - Department of Planning and Investment of Binh Duong Province for the 27<sup>th</sup> time on October 17, 2024.

- Address: No. 8 Nguyen Thi Minh Khai, Group 9, Hoa Lan 01 Quarter, Thuan Giao Ward, Thuan An City, Binh Duong Province, Vietnam.

- Charter capital: **1,147,791,030,000 VND** (*In words: One thousand one hundred forty-seven billion, seven hundred ninety-one million, thirty thousand VND*)

- Legal representative: Mr. **Tran Dinh Ha**, Position: General Director  
(Hereinafter referred to as the "**Merging Company**");

**B. MERGED COMPANY**

**KSB INDUSTRIAL DEVELOPMENT COMPANY LIMITED**

- Enterprise Registration Certificate No.: 3702613027 issued by the Business Registration Division - Department of Planning and Investment of Binh Duong Province for the 5<sup>th</sup> time on June 22, 2022.

- Address: Lot A1, D1 Road, Zone A, Dat Cuoc Industrial Park, Dat Cuoc Commune, Bac Tan Uyen District, Binh Duong Province.

- Charter capital: 200,000,000,000 VND (*In words: Two hundred billion Vietnam Dong*)

- Legal representative: Mr. **Le Hoai Nam**, Position: General Director  
(Hereinafter referred to as the "**Merged Company**")

**WHEREAS:** The General Meeting of Shareholders (GMS) of the Merging Company and the Owner of the Merged Company have approved this Contract and authorized the Legal Representatives of the Companies to execute this Contract.

**THE PARTIES AGREE AS FOLLOWS:**

**Article 1. Company Merger**

1. The Merged Company agrees to merge and the Merging Company agrees to receive the Merger of the Merged Company in accordance with the procedures prescribed by the Law on Enterprises.

2. Upon completion of the enterprise registration procedures acknowledging the merger, the Merged Company shall cease to exist; the Acquiring Company shall inherit all assets, projects, legal rights and interests, and shall be responsible for all outstanding debts, labor contracts, and other property obligations of the Merged Company (including, but not limited to, business rights, property rights, receivables, payables, rights and obligations under contracts and transactions signed by the Merged Company with any third party, etc.) in their entirety and original state.

## **Article 2. Procedures and Conditions for Merger**

1. After this Contracts is signed, the parties shall jointly carry out the enterprise merger procedures at the competent Business Registration Authority in accordance with the provisions of the Enterprise Law.

2. The merger shall take effect from the Date both parties sign ("*Effective Date*").

## **Article 3. Transfer of Assets, Rights, Obligations, and Legal Interests from the Merged Company to the Acquiring Company**

1. On the Effective Date, all assets, rights, privileges, interests, benefits, and legal authorities (collectively referred to as "Rights") of the Merged Company existing immediately prior to the Effective Date shall automatically be transferred to and become the Rights of the Acquiring Company, including but not limited to the following:

- (i) All Rights under each contract and agreement signed between the Merged Company and any third party effective prior to the Effective Date (collectively referred to as "**Third-Party Contracts**") shall be transferred to the Acquiring Company and shall continue to be binding on such third party as if the Acquiring Company itself had signed the Contracts and agreements with the Third Party;
- (ii) All amounts and debts (of any kind and in any currency) due, owing, arising, or payable by any third party to the Acquiring Company or the Merged Company (whether actual or contingent, and whether solely or jointly with any other person) shall be transferred to the Acquiring Company, and the Acquiring Company may fully recover and be entitled to apply appropriate enforcement procedures against such third party; and
- (iii) All Rights under any certificates, licenses, permits, registrations, approvals, ratifications, and authorizations granted to the Merged Company and the Acquiring Company at any time prior to the Effective Date by a competent authority of Vietnam (collectively referred to as "**Permits**"), and all such Permits shall be transferred to the Acquiring Company. The Acquiring Company shall receive such Permits as if they had been granted to the



## **Acquiring Company.**

2. On the Effective Date, all debts, liabilities, obligations, responsibilities, limitations, and duties (collectively referred to as "Obligations") of the Acquiring Company and the Merged Company existing prior to the Effective Date shall become the Obligations of the Acquiring Company, and the Acquiring Company shall be bound by the creditors and third parties entitled to the rights of the Acquiring Company and the Merged Company as if such Obligations had arisen or been signed by the Acquiring Company.

3. Time limit for asset transfer, conversion of shares of the Merged Company into assets and shares of the Acquiring Company: Within 30 days from the Date of signing this Contracts.

## **Article 4. Time of Determining the Value of Merged Assets**

1. The parties agree that the valuation date for the merged Assets of the Merged Company shall be March 31, 2025.

2. The parties agree that the valuation date for the merged Assets of the Acquiring Company shall be March 31, 2025.

## **Article 5. Asset Inventory and Handover**

1. Within 05 working days from the Date this Contract is signed, the Merged Company shall conduct an inventory of its Assets, rights, and obligations related to its Assets.

2. After this period, the parties shall jointly conduct an inspection and carry out the Asset handover procedures as follows:

- a) Each party shall appoint its representative to establish an Asset Inventory Team.
- b) The Asset Inventory Team shall conduct the inventory and prepare an Asset Inventory Report.
- c) The Asset handover shall be completed within 05 working days from the date the Asset inventory is completed and shall be documented in an Asset Handover Report between the parties.

## **Article 6. Charter Capital of the Acquiring Company**

The Charter capital of the Acquiring Company shall remain at 1,147,791,030,000 VND (In words: One thousand one hundred forty-seven billion, seven hundred ninety-one million, thirty thousand Vietnam Dong).

**As 100% of the charter capital of the Merged Company, valued at 200,000,000,000 VND, is owned by the Acquiring Company, upon merging the Merged Company, the Acquiring Company shall not be required to carry out**



**any procedures for issuing additional shares or increasing Charter capital.**

#### **Article 7. Labor Use Plan**

1. On the Effective Date, all employees of the Acquiring Company and the Merged Company immediately prior to the Effective Date shall become employees of the Acquiring Company, with their labor rights and obligations remaining unchanged or subject to change upon agreement with the employees. The Acquiring Company guarantees appropriate job placement for the employees of the Merged Company, commensurate with their abilities and professional qualifications.

2. The parties commit to complying with the provisions of the Vietnam Labor Code and other applicable regulations on labor and employment.

#### **Article 8. Merger Implementation Timeline**

The parties commit to completing the merger procedures within the timeframe of .../.../2025 (signing date).

#### **Article 9. Name of company, Address, Business lines of the Acquiring Company**

1. The Name of company of the Acquiring Company after the Effective Date shall remain unchanged as stated in the Certificate of Business Registration issued to the Acquiring Company before the Effective Date, specifically:

- Company name in Vietnamese: **CÔNG TY CỔ PHẦN KHOÁNG SẢN VÀ XÂY DỰNG BÌNH DƯƠNG**

- Name of company in English: **BINH DUONG MINERAL AND CONSTRUCTION JOINT STOCK COMPANY.**

2. The Address of the Acquiring Company after the Effective Date shall remain as stated in the Certificate of Business Registration issued to the Acquiring Company before the Effective Date, specifically: No. 8 Nguyen Thi Minh Khai, Group 9, Hoa Lan 1 Quarter, Thuan Giao Ward, Thuan An City, Binh Duong Province, Vietnam.

3. Business lines: Remain as stated in the Certificate of Business Registration issued to the Acquiring Company before the Effective Date and supplemented with necessary Business lines related to the Acquiring Company's operations after the merger.

#### **Article 10. Board of Directors**

The Board of Directors of the Acquiring Company after the Effective Date shall remain unchanged.

#### **Article 11. Legal Representative of the Company**

The Chairman of the Board of Directors, General Director, who is the Legal Representative of the Company being Merged before the Effective Date, will remain the Chairman of the Board of Directors, General Director, who is the Legal Representative of the Company being Merged after the Effective Date.

#### **Article 12. Entire Contract**

1. This Contracts constitutes the entire agreement between the parties relating to this matter and supersedes all prior agreements, understandings, and commitments between the parties relating to this matter.

2. No amendment or supplement to any provision of this Contracts shall be binding upon any party unless made in writing and signed by all parties to this Contracts.

#### **Article 13. Effectiveness and Governing Law**

1. This Contracts shall take effect from the date of signing.

2. This Contracts shall be governed by and construed in accordance with the laws of Vietnam.

3. In witness whereof, the Legal Representative of the Company being Merged and the Company being Acquired have duly executed this Contracts on the date, month, and year written at the beginning.

4. This Contracts is made in 04 originals in Vietnamese with equal legal validity, each party keeps 01 copy, 02 copies are sent to the competent State agency for merger procedures.

**ON BEHALF OF AND REPRESENTING THE MERGING COMPANY  
BINH DUONG MINERAL AND CONSTRUCTION JOINT STOCK  
COMPANY**

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**Full name: Tran Dinh Ha**

**Position: General Director**

**ON BEHALF OF AND REPRESENTING THE ACQUIRED COMPANY  
KSB INDUSTRIAL DEVELOPMENT COMPANY LIMITED**

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**Full name: Le Hoai Nam**

**Position: General Director**