

# SHARE PLEDGE AGREEMENT

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BETWEEN

**MING FAI HOLDINGS LIMITED**

AND

**MR. CHING TSUNWAH**

DATED THE *16<sup>th</sup>* DAY OF *June 2021*

R&T SOK & HENG | *Cambodia*

THIS SHARE PLEDGE AGREEMENT (the "Agreement") is made on 16<sup>th</sup> June 2021 by and between the following parties:

- 1) **Ming Fai Holdings Limited**, a company limited by shares incorporated in the British Virgin Islands, registered under Company Number 1403419, having a registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (herein referred to as the "**Pledgee**"); and
- 2) **Mr. Ching Tsunwah**, holding Cambodian ID Card no. 011356145 dated 13 September 2019, residing at Unit D3, 8/F, TML Tower, No.3 Hoi Shing Road, Tsuen Wan, Hong Kong (herein referred to as the "**Pledgor**").

The Pledgee and the Pledgor are hereinafter collectively referred to as the "**Parties**" and individually referred to as a "**Party**".

### RECITALS

**WHEREAS** the Pledgor will be a registered shareholder, holding **3,825,000 (three million eight hundred and twenty five thousand)** ordinary shares representing 51% of the equity interests of **Ming Fai Quality Amenities (Cambodia) Co., Ltd.** (herein referred to as the "**Company**"), a private limited company duly incorporated and registered under the laws of Kingdom of Cambodia, having commercial registration number 00029475 dated 24 November 2017, having the registered address at National Road No. 41 (Ang Duong Road), Veal Vong Village, Sen Dei Commune, Somrourng Tong District, Kampong Speu Province, the Kingdom Cambodia (hereinafter referred to as the "**Pledged Shares**");

**WHEREAS** the Pledgor has entered into a Loan Agreement dated 16<sup>th</sup> June 2021 with the Pledgee (hereinafter referred to as the "**Loan Agreement**") whereby the Pledgor has obtained the Loan (as defined in the Loan Agreement) from the Pledgee for the purpose of acquiring the Pledge Shares; and

**WHEREAS** the Pledgor has hereby agreed to pledge the Pledged Shares to the Pledgee as security to guarantee the performance of the obligations as set forth in the Loan Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises, covenants, and agreements contained in this Share Pledge Agreement (hereinafter referred to as the "**Agreement**"), the Parties promise, covenant and agree as follows:

#### **Clause 1 - DEFINITIONS**

Words and expressions defined in the Share Pledge Agreement shall have the same meaning when used in this Agreement unless otherwise defined herein or elsewhere in this Agreement:

- "**Continuation Statement**" : means the filing made to the Secured Transaction Filing Office pursuant to the Secured Transaction Law in order to renew the effectiveness of the Filing Notice;
- "**Event of Default**" : means an event of default as defined in the Loan Agreement and this Agreement;
- "**Effective Date**" : means the date of the approval of the Ministry of Commerce certifying that the Pledgor is the registered holding 51% of the equity interest of the Company;
- "**Enforcement Notice**" : means a written notice substantially in a form as prescribed in **Schedule 1** which shall be issued by Pledgee to the



		Pledgor in order to enforce the Pledged Shares in case the Event of Default occurs;
<b>"Filing of Notice"</b>	:	means a filing made to the Secured Transaction Filing Office pursuant to the Secured Transaction Law to perfect the Pledged Shares which include the initial notice and subsequent notice, if any.
<b>"Loan Agreement"</b>	:	means the Loan Agreement entered into between Pledgee and Pledgor dated...16 <sup>th</sup> June 2021;
<b>"Pledge"</b>	:	means the pledge of the Pledged Shares in favour of the Pledgee under this Agreement;
<b>"Pledged Shares"</b>	:	means and includes: <ul style="list-style-type: none"> <li>(i) all Shares owned by the Pledgor in the Company accounting for 51% of the equity interests of the Company;</li> <li>(ii) all dividends, interest or other income, paid or payable after the date of this Agreement in respect of any of the Shares; and</li> <li>(iii) together with any and all rights and benefits that have been created or exist with respect to the Shares or any other shares in the Pledgor or any other device in the nature of a security issued or suffered by the Pledgor;</li> </ul> <p>which are held by the Pledgor and pledged as Pledged Shares under the terms and conditions set forth in this Agreement in order to guarantee Secured Obligation;</p>
<b>"Secured Transaction Law"</b>	:	means the Secured Transaction Law of the Kingdom of Cambodia as promulgated by Royal Kram NS/RKM/0507/012 on 24 May 2007 as may be amended from time to time;
<b>"Secured Transaction Filing Office"</b>	:	means the Secured Transaction Filing Office of Ministry of Commerce of the Kingdom of Cambodia (" <b>MOC</b> ");
<b>"Shares"</b>	:	means any and all shares held by the Pledgor in the Company accounting for 51% of the equity interests of the Company including without limitation to the 3,825,000 (three million eight hundred and twenty five thousand) ordinary shares held by the Pledgor as set out in the Company's Memorandum and Articles of Association (" <b>MOA</b> ") as at the Effective Date.
<b>"Secured Obligation"</b>	:	means the obligations and liabilities which is owing to the Pledgee by the Pledgor pursuant to the Loan Agreement;
<b>"Termination Statement"</b>	:	means a notice filed pursuant to the Secured Transaction Law for the termination of the effectiveness of the security over the Pledged Shares;

**Clause 2 - CREATION OF SECURITY**

The Pledgor agrees to place the Pledged Shares as security to guarantee the performance of the Secured Obligation. Subject to the perfection as provided in **Clause 3** below, the Pledge shall remain in force from the Effective Date until the moment when the Secured Obligation is fully settled by the Pledgor pursuant to the Loan Agreement upon which the release of the Pledged Shares shall be done in accordance with **Clause 5** herein.

**Clause 3 - PERFECTION**

- 3.1** Upon signing this Agreement, the Pledgor shall execute a letter substantially in a form prescribed in **Schedule 2** authorizing the Pledgee or any person designated by him to submit the Filing of Notice with the Secured Transaction Filing Office ("**SeTFO**") and do other acts as deem necessary to ensure that the Pledge of Pledged Shares given under this Agreement is perfected as first priority security.
- 3.2** In case that the effectiveness of Filing of Notice needs to be extended beyond five years from the date of its initial filing for any reason whatsoever, the Pledgor shall execute a new authorizing letter substantially in the same form as prescribed in **Schedule 2** in order to enable Pledgee to file the Continuation Statement pursuant to the Secured Transaction Law.
- 3.3** The Pledgor undertakes to fully cooperate with and assist the Pledgee to undertake all other necessary actions and formalities required by the Secured Transaction Law for the registration of this Agreement as a security agreement.
- 3.4** Delivery of share transfer forms: The Pledgor shall sign, execute, and deliver to the Pledgee on the date of this Agreement 03 (three) originals blank shares transfer forms of the MOC in Khmer, for transfer of the Pledged Shares, duly executed by the Pledgor as the transferor ("**Share Transfer Forms**"). The executed Share Transfer Forms will be attached to this Agreement as **Schedule 3**.

**Clause 4 - COMPANY'S APPROVAL ON THE PLEDGED SHARES**

As of the date of this Agreement, the Company has confirmed, acknowledged, and approved the terms and conditions of this Share Pledge Agreement and any other documents in relation herewith to this operation as well as the filing of Pledged Shares under this Agreement with the SeTFO.

**Clause 5 - ENFORCEMENT**

- 5.1** In case an Event of Default occurs, the Pledgee shall have the right to enforce the Pledge granted under this Agreement, provided that an Enforcement Notice is served by the Pledgee to the Pledgor.
- 5.2** Upon serving the Enforcement Notice, the Pledgee may choose to do any one or more of the following acts:
  - (a) Disposal of the Pledged Shares by way of private or public sale to be organized in pursuant to the Secured Transaction Law.
  - (b) Enforcement of any other right to which the Pledgee is entitled to under the Secured Transaction Law including the right of retention or taking possession.
- 5.3** Upon receiving the Enforcement Notice, subject to the discretion of the Pledgee in **Clause 5.2** and a successful purchase of the Pledged Shares by the Pledgee or third

persons at an execution sale pursuant to **Article 46-8** of the Secured Transaction Law, demand that the Pledgor undertakes to give effect to such transfer of the Pledged Shares to the Pledgee or third persons by executing all relevant documents required for the transfer of the Pledged Shares to be approved by the MOC and other relevant authorities at the Pledgor' expenses.

**Clause 6 - RELEASE**

The Pledgor shall be fully and finally released from the Pledge and any and all of the Pledgor's obligations and liabilities to the Pledgee arising under or in connection with this Agreement, the Shares or the Pledgor's shareholding in the Company, when the Secured Obligation is fully settled by the Pledgor in accordance with the terms of the Loan Agreement.

**Clause 7 - REPRESENTATION AND WARRANTY**

The Pledgor hereby makes the following representations, which are correct and shall remain correct from the Effective Date until the release of the Pledged Shares pursuant to **Clause 6**. The Pledgor represents and warrants that:

- 7.1 It is the sole and lawful owner of the Pledged Shares;
- 7.2 The Pledged Shares represent 51% (fifty one percent) of the equity interests of the Company as at the Effective Date;
- 7.3 The Pledged Shares are fully paid and no outstanding liability exists in respect of those shares;
- 7.4 There is no security, lien or encumbrance over the Pledged Shares other than this Agreement;
- 7.5 It has full power and authority to execute and perform this Agreement;
- 7.6 This Agreement constitutes legal, valid and binding obligations of the Pledgor; and
- 7.7 The Pledgor undertakes not to dispose, transfer or otherwise encumber any right attaching to shares which are pledged as Pledged Shares without prior written approval from the Pledgee.

**Clause 8 - MISCELLANEOUS**

**8.1 Schedules and Annexures**

Each schedule and annexure to this Agreement, if any, shall form an integral part of this Agreement effectively binding the Pledgee and the Pledgor. No amendment, alteration, modification of, or addition to the Agreement will be valid or binding unless expressed in writing and signed by the Pledgee and the Pledgor.

**8.2 Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, undertakings or statements regarding such subject matter.

**8.3 Amendment**

No variation of this Agreement shall be effective unless made in writing and signed by



all the Parties hereto.

#### **8.4 Severability**

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.

#### **8.5 Death, Bankruptcy or Incapacitation**

In the event of death, bankruptcy or incapacitation of the Pledgor, the repayment of the loan as specified in **Clause 3.2** of the Loan Agreement shall be expedited and triggered and all shares held by the Pledgor in the Company shall be transferred from the Pledgor to the Pledgee, if applicable, or any person to be designated by the Pledgee. For this purpose, the Pledgor, by signing this Agreement, hereby declares that the Pledgor's immediate relatives are made aware of the arrangement under this Agreement and the **Pledgor's** rights and interest over the shares held by the Pledgor in the Company shall not inure to the benefits of the Pledgor's heirs or successors.

#### **8.6 Language**

This Agreement is made in English in 03 (three) counterparts and all counterparts taken together shall be deemed to constitute one and the same instrument. The Pledgee keeps 01 (one) copy, the Pledgor and the Company shall keep 01 (one) counterpart each.

#### **8.7 Governing Law and Dispute Resolution**

8.7.1 This Agreement shall be governed by and construed pursuant to the laws of the Kingdom of Cambodia.

8.7.2 If any dispute arises out of, or in connection with, this Agreement, including any question regarding its existence, validity or termination, neither Party shall commence proceedings relating to the dispute and the following dispute resolution provisions shall be complied with:

(a) A Party claiming a dispute has arisen will promptly give a written notice to the other Party specifying the nature of the dispute, following which the Parties shall endeavor in good faith to resolve the dispute.

(b) If the Parties do not resolve the dispute within 15 days of receipt of the notice claiming a dispute has arisen (or such further period as mutually agreed in writing by them) then the dispute shall be referred to and finally settled by arbitration in the Kingdom of Cambodia at the National Commercial Arbitration Centre in accordance with the arbitral rules for the time being in force, which include, but not limit to, the fact that the arbitrators may award remedies over the shares or land assets of the Company, injunctive relief (e.g. for the conduct of business or to compel the transfer of assets) or order the winding up of the Company. The rules are deemed to be incorporated by reference in this Clause, provided that any party may seek interim remedies in support of the arbitration pending formation of the arbitral tribunal or in appropriate cases in courts of competent jurisdictions with the power to grant such interim remedies including the courts of Hong Kong, Cayman Islands, British Virgin Islands, and Kingdom of Cambodia.



## 8.8 Confidentiality

The Parties shall keep the terms and conditions of this Agreement confidential and shall not now or hereafter divulge these terms and conditions to any third person save **(i)** as otherwise required by law or legal process, The Stock Exchange of Hong Kong Limited or the Securities and Futures Commission of Hong Kong, including to legal and financial advisors in their capacity of advising a Party in such matters or **(ii)** with the prior written consent of the other Party.

*(The signature page follows.)*



IN WITNESS WHEREOF, the Pledgee, the Pledgor and the Company hereby agree to, acknowledge, and execute the terms and conditions of this Agreement on the date first set out above.

**The Pledgee:**


For and on behalf of  
**Ming Fai Holdings Limited**  
明輝控股有限公司

**Ming Fai Holdings Limited**

Signed by its authorized representative:

**Mr. Ching Tsunwah**

in the presence of:

)   
) .....  
*Authorised Signature(s)*




Name of witness: CHAU YUN HAN

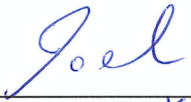
**The Pledgor:**

Signed by:

**Mr. Ching Tsunwah**

in the presence of:

)   
) \_\_\_\_\_



Name of witness: CHAU YUN HAN



Schedule 1

**ENFORCEMENT NOTICE**

**TO:**

**Re:** Enforcement Notice

Dear Sir,

We refer to Share Pledge Agreement signed between **Ming Fai Holdings Limited** and **Mr. Ching Tsunwah** on \_\_\_\_\_ ("**Agreement**"). All terms used in this letter have the same meaning as those defined in the Agreement.

We would like to notify to you that an Event of Default has occurred

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In accordance with **Clause 5** of the Agreement, by serving this Enforcement Notice, we or any person designated by us shall have the right to do any of the following acts:

- Disposal of the Pledged Shares by way of private or public sale to be organized in pursuant to the Secured Transaction Law.
  
- Enforcement of any right to which the Pledgee is entitled to under the Secured Transaction Law including the right of retention or taking possession.

**Ming Fai Holdings Limited**

**Signed** by its authorized representative:

**Mr. Ching Tsunwah**

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)\_\_\_\_\_

Schedule 2

AUTHORIZING LETTER

I undersigned, **Ching Tsunwah**, holding Cambodian ID Card no. 011356145 dated 13 September 2019, residing at Unit D3, 8/F, TML Tower, No.3 Hoi Shing Road, Tsuen Wan, Hong Kong, being the shareholder owning 51% of the equity interests of **Ming Fai Quality Amenities (Cambodia) Co., Ltd.**, hereby irrevocably authorize Mr. **Ching Tsunwah**, or any person designated by **Ming Fai Holdings Limited**, in writing to file the following document:

1. An initial notice to perfect a security over the Pledged Shares consisting of all paid Shares within **Ming Fai Quality Amenities (Cambodia) Co., Ltd.** held by myself as the shareholder with the Secured Transaction Filing Office of the MOC pursuant to the conditions and procedure provided by the Secured Transaction Law of the Kingdom of Cambodia; and
2. Any other subsequent notice whether an amendment or a continuation as permitted by the Secured Transaction Law of the Kingdom of Cambodia.

Made in \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

**The Pledgee:**

**Ming Fai Holdings Limited**

Signed by its authorized representative: )

**Mr. Ching Tsunwah** ) \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Name of witness:

**The Pledgor:**

Signed by: )

**Mr. Ching Tsunwah** ) \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Name of witness:

**Schedule 3**

**SHARE TRANSFER FORMS**

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ក្រសួងពាណិជ្ជកម្ម  
Ministry of Commerce

ព្រះរាជាណាចក្រកម្ពុជា  
ជាតិ - សាសនា - ព្រះមហាក្សត្រ

ច្បាប់ស្តីពី វិធានការណ៍ជួរកម្ម និងបញ្ជីពាណិជ្ជកម្ម  
មាត្រា ១២, ១៣, ១៧, ១៨, ៤២, ៤៤

ការកែប្រែលក្ខន្តិកៈ និងបទបញ្ជាផ្ទៃក្នុង  
AMENDEMENT OF MEMORANDUM AND ARTICLE

ក្លែង ២  
Form B

បញ្ជាក់ដៃទទួលតំកល់ទុក

RECEIPT FOR FILING

នាយកដ្ឋានចុះបញ្ជីពាណិជ្ជកម្ម

Commercial Registration Department

ការិយាល័យចុះបញ្ជីពាណិជ្ជកម្ម

Commercial Registration Office

បានទទួលតំកល់ទុកនូវសំណុំលិខិតស្តីពីការកែប្រែលក្ខន្តិកៈ និងបទបញ្ជាផ្ទៃក្នុង

នាមករណ៍របស់ក្រុមហ៊ុន:

ទី១ ខ្សែ ខ្នងលីមីត អិមសិនធីស៍ (ខេមបូឌា) ឯ.ក

ទ្រង់ទ្រាយ:

ក្រុមហ៊ុនឯកជនទទួលខុសត្រូវមានកម្រិត

ទីស្នាក់ការក្រុមហ៊ុន:

ផ្លូវជាតិលេខ៥១ (ផ្លូវអង្គខ្នង) ភូមិវាលវង់ ឃុំសែនដី ស្រុកសំរោងទេវ ខេត្តកំពង់ស្ពឺ ព្រះរាជាណាចក្រកម្ពុជា

ឈ្មោះរបស់ស្ថាបនិក  អភិបាល  អាណត្តិគាហក  លោក ឈឺង សុនរ៉ា

ប្រភេទនិងចំនួនឯកសារតំកល់

១- កំណត់ហេតុអង្គប្រជុំវិសាមញ្ញនិងសេចក្តីសម្រេចសម្រេចសហភាព:	២- ពាក្យសុំចុះបញ្ជីកែប្រែលក្ខន្តិកៈនិងបទបញ្ជាផ្ទៃក្នុង	<input type="checkbox"/>
ក- ការប្តូរទីស្នាក់ការក្រុមហ៊ុន	៣- ពាក្យសុំចុះផ្សាយក្នុងព្រឹត្តិប័ត្រ	<input type="checkbox"/>
ខ- ការលាលែងចេញរបស់សមាជិកក្រុមហ៊ុន	៤- វិញ្ញាបនប័ត្រចុះបញ្ជីចាស់	<input type="checkbox"/>
ការបញ្ចូលសមាជិកថ្មី	៥- ថតចម្លងអត្តសញ្ញាណប័ណ្ណ ឬលិខិតឆ្លងដែន	<input type="checkbox"/>
ការធ្វើអនុប្បទានភាគហ៊ុន	៦- រូបថត 4x6	<input type="checkbox"/>
គ- ការតែងតាំងអភិបាលថ្មី	៧- ប្រតិវេទន៍អំពីស្ថានភាពសហគ្រាសពាណិជ្ជកម្ម	<input type="checkbox"/>
ឃ- ការបង្កើនដើមទុនចុះបញ្ជីរបស់ក្រុមហ៊ុន		
ង- ការបន្ថែមកម្មវត្ថុអាជីវកម្ម		
ច- ការប្តូរសញ្ជាតិក្រុមហ៊ុន - ការប្តូរនាមករណ៍ក្រុមហ៊ុន		
ឆ- ការប្តូរទ្រង់ទ្រាយក្រុមហ៊ុន		

សាមីជនអ្នកស្នើសុំត្រូវបំពេញសំណុំលិខិតដែលមិនទាន់គ្រប់គ្រាន់ ក្នុងរយៈពេល ១៥ ថ្ងៃយ៉ាងយឺតចាប់ពីថ្ងៃចេញបង្គាន់ដៃនេះ។

សាមីជនអ្នកស្នើសុំតំកល់ទុក សូមធានាអះអាងថា រាល់ឯកសារដែលបាន  
យកមកតំកល់ទុក ពិតជាត្រឹមត្រូវ មិនមានកែប្រែ លើប្រការណាមួយ  
ឡើយ និងបានទទួលវិញ មួយច្បាប់ដើម តំកល់ទុកនៅក្រុមហ៊ុន។

ធ្វើនៅភ្នំពេញ ថ្ងៃទី ខែ ឆ្នាំ  
ប្រធានការិយាល័យត្រួតពិនិត្យអាជីវកម្ម

ភ្នំពេញ ថ្ងៃទី..... ខែ..... ឆ្នាំ.....

បានទទួលបង្គាន់ដៃ

(ហត្ថលេខារបស់ប្រធានក្រុមប្រឹក្សាភិបាល និងត្រារបស់ក្រុមហ៊ុន)



**គោរពជូន**

**ឯកឧត្តមរដ្ឋមន្ត្រីក្រសួងពាណិជ្ជកម្ម**

ស្នើសុំចុះបញ្ជីពាណិជ្ជកម្ម នូវការកែប្រែលក្ខន្តិកៈ និងបទបញ្ជាផ្ទៃក្នុងរបស់ក្រុមហ៊ុន៖

**មីង ផៃ ឡូលីតី អិមិនតិវីស (ខេមបូឌា) ឯ.ក  
MING FAI QUALITY AMENITIES (CAMBODIA) CO., LTD.**

តាមខ្លឹមសារដូចមានចែងខាងក្រោមនេះ៖

១. - យល់ព្រមលើការធ្វើអនុប្បទានភាគហ៊ុនចំនួន ៣.៨២៥.០០០ ភាគហ៊ុនរបស់ លោក ឈីង សុនភី ផ្ទេរជូនទៅ

- យល់ព្រមលើការបែងចែកភាគហ៊ុនសារជាថ្មី ដូចខាងក្រោម ៖

- កាន់កាប់ ៣.៨២៥.០០០ ភាគហ៊ុន
- ក្រុមហ៊ុន Ming Fai Holdings Limited កាន់កាប់ ៣.៦៧៥.០០០ ភាគហ៊ុន

(ដូចមានក្នុងតារាង ខ.១ ឧបសម្ព័ន្ធទី ១ និងឧបសម្ព័ន្ធទី ២ ភ្ជាប់ជាមួយនេះ)

២. យល់ព្រមលើការកែប្រែ និងតម្កល់ទុកលក្ខន្តិកៈថ្មីរបស់ក្រុមហ៊ុន។

ក្រុមហ៊ុនសូមធានាអះអាងថា រាល់ឯកសារដែលពាក់ព័ន្ធដល់ការកែប្រែលក្ខន្តិកៈក្រុមហ៊ុននេះ ពិតជាត្រឹមត្រូវ មិនមានការកែប្រែបន្តិចបន្តួចណាមួយឡើយ និងសូមទទួលខុសត្រូវទាំងស្រុងចំពោះ មុខច្បាប់នូវរាល់កាតព្វកិច្ចទាំងឡាយដែលពាក់ព័ន្ធនឹងពន្ធដារ បំណុល ជាមួយរដ្ឋ និងតតិយជន ព្រមទាំងបាតុភាពជាយថាហេតុណាមួយដែលអាចកើតចេញពីការកែប្រែលក្ខន្តិកៈក្រុមហ៊ុននេះ។

អាស្រ័យដូចបានជម្រាបជូនខាងលើ សូមឯកឧត្តមរដ្ឋមន្ត្រីមេត្តាអនុញ្ញាតទទួលចុះបញ្ជីនូវការ កែប្រែ ផ្លាស់ប្តូរ និងតម្កល់ទុកដោយស្របច្បាប់នូវលក្ខន្តិកៈថ្មីរបស់ក្រុមហ៊ុន ដោយក្តីអនុគ្រោះ។

សូមឯកឧត្តមរដ្ឋមន្ត្រី មេត្តាទទួលនូវការរកិច្ចដ៏ខ្ពង់ខ្ពស់បំផុតអំពីខ្ញុំ។

ធ្វើនៅ ភ្នំពេញ ថ្ងៃទី..... ខែ..... ឆ្នាំ.....

ជ. ក្រុមហ៊ុន

ប្រធានក្រុមប្រឹក្សាភិបាល

(ហត្ថលេខា ស្នាមមេដៃ និងត្រារបស់ក្រុមហ៊ុន)

លោក ឈឹង សុនរ៉ា

**ច្បាប់ស្តីពី វិធានការណ៍ក្រុម និងបញ្ជីពាណិជ្ជកម្ម**

**មាត្រា ១២, ១៣, ១៧, ១៨, ៤២, ៤៤**

**សេចក្តីសម្រេចសម្បទាន**

NOTICE OF RESOLUTION

កម្ម ខ. ១

Form B.1

នាមករណ៍ក្រុមហ៊ុន:

**មីង ផៃ ខូលីតឺ អ៊ីមីនីតឺស (ខេមបូឌា) ឯ.ក**

**MING FAI QUALITY AMENITIES (CAMBODIA) CO., LTD.**

អត្តលេខចុះបញ្ជីពាណិជ្ជកម្ម: ០០០២៩៤៧៥ ចុះថ្ងៃទី២៤ ខែវិច្ឆិកា ឆ្នាំ២០១៧

ទីកន្លែងចុះបញ្ជីពាណិជ្ជកម្ម: ការិយាល័យចុះបញ្ជីពាណិជ្ជកម្មនៃនាយកដ្ឋាននីតិកម្ម ក្រសួងពាណិជ្ជកម្ម

**កំណត់ហេតុ និងសេចក្តីសម្រេចសម្បទាន**

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ឆ្នាំ..... ខែ..... ថ្ងៃទី..... វេលាម៉ោងប្រាំបីព្រឹក នៅទីស្នាក់ការក្រុមហ៊ុន **មីង ផៃ ខូលីតឺ អ៊ីមីនីតឺស (ខេមបូឌា) ឯ.ក** មានអាសយដ្ឋាននៅ ផ្លូវជាតិលេខ៤១ (ផ្លូវអង្គឌួង) ភូមិវាលវង់ ឃុំសែនដី ស្រុកសំរោងទង ខេត្តកំពង់ស្ពឺ ព្រះរាជាណាចក្រកម្ពុជា មានបើកអង្គប្រជុំវិសាមញ្ញមួយក្រោមអធិបតីភាពរបស់ លោក ឈីង សុនវ៉ា ជាប្រធានក្រុមប្រឹក្សាភិបាលរបស់ក្រុមហ៊ុន និងជាប្រធានអង្គប្រជុំ។

**អញ្ជើញចូលរួមក្នុងអង្គប្រជុំ:**

- ក្រុមហ៊ុន **Ming Fai Holdings Limited** កាន់កាប់ ៣.៦៧៥.០០០ ភាគហ៊ុន  
តំណាងដោយ លោក ឈីង សុនវ៉ា
- លោក ឈីង សុនវ៉ា កាន់កាប់ ៣.៨២៥.០០០ ភាគហ៊ុន

លោក **Ching Tsz Him Alex**

**របៀបវារៈនៃអង្គប្រជុំមាន:**

១. ការធ្វើអនុប្បទានភាគហ៊ុន និងការបែងចែកភាគហ៊ុនសារជាថ្មី
២. ការកែប្រែ និងតម្កល់លក្ខន្តិកៈថ្មីរបស់ក្រុមហ៊ុន។



**លទ្ធផលនៃអង្គប្រជុំ៖**

ជាកិច្ចចាប់ផ្តើម លោកប្រធានអង្គប្រជុំបានធ្វើការកត់សម្គាល់នូវចំនួនសមាជិកម្ចាស់ភាគហ៊ុន ដែលមានវត្តមានក្នុងអង្គប្រជុំចំនួន ០២ (ពីរ) រូប ដែលតំណាងការកាន់កាប់ចំនួន ៧.៥០០.០០០ ភាគ ហ៊ុន ស្មើនឹង ១០០ ភាគរយ នៃភាគហ៊ុនសរុបរបស់ក្រុមហ៊ុន។ ដូច្នេះ ក្រុមគ្រប់គ្រាន់សម្រាប់អង្គប្រជុំ ធ្វើការសម្រេចបានស្របច្បាប់។

**អង្គប្រជុំសម្រេចដូចតទៅ៖**

១. - យល់ព្រមលើការធ្វើអនុប្បទានភាគហ៊ុនចំនួន ៣.៨២៥.០០០ ភាគហ៊ុនរបស់ លោក ឈឹម សុនរ៉ា ផ្ទេរជូនទៅ

- យល់ព្រមលើការបែងចែកភាគហ៊ុនសារជាថ្មី ដូចខាងក្រោម ៖

- កាន់កាប់ ៣.៨២៥.០០០ ភាគហ៊ុន
- ក្រុមហ៊ុន MING FAI HOLDINGS LIMITED កាន់កាប់ ៣.៦៧៥.០០០ ភាគហ៊ុន

(ដូចមានក្នុងតារាង ខ.១ ឧបសម្ព័ន្ធទី ១ និងឧបសម្ព័ន្ធទី ២ ភ្ជាប់ជាមួយនេះ)

២. យល់ព្រមលើការកែប្រែ និងតម្កល់ទុកលក្ខន្តិកៈថ្មីរបស់ក្រុមហ៊ុន។

អង្គប្រជុំបានចប់សព្វគ្រប់នៅម៉ោងដប់ប្រាំ នាថ្ងៃដដែល។

ធ្វើនៅភ្នំពេញ ថ្ងៃទី..... ខែ..... ឆ្នាំ.....

ប្រធានអង្គប្រជុំ

ប្រធានក្រុមប្រឹក្សាភិបាល

(ហត្ថលេខា ត្រា និងស្នាមមេដៃស្តាំ)

**បាតចូលរួម និងយល់ព្រម**

(ហត្ថលេខា និងស្នាមមេដៃស្តាំ)

លោក ឈឹង សុនរ៉ា

<p>- ក្រុមហ៊ុន <b>Ming Fai Holdings Limited</b> តំណាងដោយ លោក ឈឹង សុនរ៉ា</p>	
<p>- លោក ឈឹង សុនរ៉ា</p>	
<p>- លោក <b>Ching Tsz Him Alex</b></p>	
<p>-</p>	

ឧបសម្ព័ន្ធទី១ នៃសេចក្តីសម្រេចសម្រេចសម្រេចសម្រេចសម្រេច ចុះថ្ងៃទី ខែ ឆ្នាំ

**តារាងអនុប្បទានភាគហ៊ុន**

ល.រ	អ្នកធ្វើអនុប្បទាន	អនុប្បទានិក	អាសយដ្ឋាន អនុប្បទានិក	ចំនួនភាគទុន អនុប្បទាន	បានអាននិងសូមធានាអះអាងថាបានធ្វើអនុ ប្បទានភាគហ៊ុនគ្រប់ចំនួនពិតប្រាកដមែន <u>ហត្ថលេខា និងស្នាមមេដៃស្តាំ</u> អ្នកធ្វើអនុ ប្បទាន	បានអាននិងសូមធានាអះអាងថាបានធ្វើអនុ ប្បទានភាគហ៊ុនគ្រប់ចំនួនពិតប្រាកដមែន <u>ហត្ថលេខា និងស្នាមមេដៃស្តាំ</u> អនុប្បទានិក
១.	លោក ឈឹង សុនរ៉ា			៣.៨២៥.០០០ ភាគ ហ៊ុន	លោក ឈឹង សុនរ៉ា	

ថ្ងៃទី ខែ ឆ្នាំ

ជ. ក្រុមហ៊ុន  
 ប្រធានក្រុមប្រឹក្សាភិបាល  
 (ហត្ថលេខា និងត្រាភ្នែកហ៊ុន)

លោក ឈឹង សុនរ៉ា

ឧបសម្ព័ន្ធទី២ នៃសេចក្តីសម្រេចសម្រេចសម្រេចសម្រេចសម្រេច ចុះថ្ងៃទី ខែ ឆ្នាំ  
**តារាងបែងចែកភាគហ៊ុនថ្មី**

ល.រ	នាម និង គោត្តនាម	ឋានៈក្នុងក្រុមហ៊ុន	អាសយដ្ឋាន	ចំនួនភាគហ៊ុន	ហត្ថលេខា និងស្នាមមេដៃស្តាំ
១.		ម្ចាស់ហ៊ុន		៣.៨២៥.០០០ ភាគហ៊ុន	
២.	ក្រុមហ៊ុន Ming Fai Holdings Limited តំណាងដោយ លោក ឈឺង សុនរ៉ា	ម្ចាស់ហ៊ុន	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands.	៣.៦៧៥.០០០ ភាគហ៊ុន	ក្រុមហ៊ុន Ming Fai Holdings Limited តំណាង ដោយ លោក ឈឺង សុនរ៉ា

ថ្ងៃទី..... ខែ..... ឆ្នាំ.....  
 ជ. ក្រុមហ៊ុន  
 ប្រធានក្រុមប្រឹក្សាភិបាល  
 (ហត្ថលេខា និងត្រាក្រុមហ៊ុន)

លោក ឈឺង សុនរ៉ា

**សេចក្តីប្រកាស និងអះអាងចំពោះមុខច្បាប់ថា៖**

Hereby have the honor to declare that:

ខ្ញុំបាទ-នាងខ្ញុំ ពុំមែនជាមន្ត្រីរាជការបម្រើក្នុងក្រសួង ឬស្ថាប័នរដ្ឋណាមួយឡើយ ហើយមិនដែលត្រូវបាន  
We are not the civil servant in any State Ministry or Institution and have never been convicted  
ជាប់ទោសព្រហ្មទណ្ឌ រដ្ឋប្បវេណី ឬរដ្ឋបាលក្តី ដែលទាក់ទងដល់ការហាម  
for criminal, civil or administration liabilities related to our business activities or prohibited by  
ឃាត់សកម្មភាពវិស័យពាណិជ្ជកម្មរបស់ខ្ញុំបាទ-នាងខ្ញុំ ឬហាមឃាត់ខ្ញុំបាទ-នាងខ្ញុំក្នុងនាទីជាអ្នកចាត់ចែង  
law from doing business or being the manager of any commercial enterprises.  
គ្រប់គ្រងសហគ្រាសពាណិជ្ជកម្មណាមួយឡើយ។

ក្នុងករណីដែលសេចក្តីប្រកាសនេះមិនត្រឹមត្រូវតាមការពិត ខ្ញុំបាទ-នាងខ្ញុំ សូមទទួលខុសត្រូវ ទាំងស្រុង  
នៅចំពោះមុខច្បាប់ជាធរមាន។

In the case there is any falsification, we will be responsible in front of the applicable laws.

ធ្វើនៅថ្ងៃទី..... ខែ..... ឆ្នាំ.....

**ហត្ថលេខា និងស្នាមមេដៃ**

Signature and thumb-print

លោក ឈីង សុនអ៊ី

Ching Tsz Him Alex

Ministry of Commerce

**LAW ON COMMERCIAL RULES AND  
COMMERCIAL REGISTER  
ARTICLES 12, 13, 17, 18, 42, 44  
AMENDMENT OF MEMORANDUM AND ARTICLES**

RECEIPT FOR FILING

Commercial Registration Department

Commercial Registration Office

Has received the deposited file on amendment of statute and internal regulations.

**Company's name:** MING FAI QUALITY AMENITIES (CAMBODIA) CO., LTD.

**Form:** Private Limited Liability Company

**Company's office:** National Road No. 41 (Ang Duong Road), Veal Vong Village, Sen Dei Commune, Samraong Tong District, Kampong Speu Province, Cambodia.

**Name of founder** , **director** , **proxy** : Mr. CHING TSUNWAH

Type and number of deposited documents

1. Minutes of extraordinary meeting	<input type="checkbox"/>	2. Application form for registration of amendment of statute and internal regulations	<input type="checkbox"/>
a) Change of Company office	<input type="checkbox"/>	3. Application form for advertisement in newspapers	<input type="checkbox"/>
b) Resignation of Company member	<input type="checkbox"/>	4. Former registration certificate	<input type="checkbox"/>
- Inclusion of new member	<input type="checkbox"/>	5. Photocopy of ID Card or passport	<input type="checkbox"/>
- Share transfer	<input type="checkbox"/>	6. 4x6 photo	<input type="checkbox"/>
c) Appointment of new director	<input type="checkbox"/>	7. The declaration of commercial enterprise	<input type="checkbox"/>
d) Increase of Company's registered capital	<input type="checkbox"/>		
e) Addition of business objectives	<input type="checkbox"/>		
f) Change of Company nationality and name	<input type="checkbox"/>		
g) Change of Company form	<input type="checkbox"/>		

The interested applicant shall fulfill the insufficient file within 15 days at the latest from the date of issuing this receipt.

The interested applicant for depositing guarantees and affirms every deposited document is correct and not falsified in any article, and have received one original document filing in the Company.

Phnom Penh, \_\_\_\_\_  
Have received the receipt

Phnom Penh, \_\_\_\_\_  
The Chief of Commercial Registration Office

(Signature of the Chairman and Company's seal)

**Mr. CHING TSUNWAH**

**ARTICLES 12, 13, 17, 18, 42, 44  
AMENDMENT OF MEMORANDUM AND ARTICLE**

**Application for amendment of memorandum and articles**

**Family Name and Name:** Mr. CHING TSUNWAH

**Nationality:** Cambodian

**Current Address:** House No. 10BE1, Plov Lum, Chom Chao 3 Village, Sangkat Chom Chao 2, Khan Por Senchey, Phnom Penh City, Cambodia.

**ID Card or Passport No.:** 011356145 dated 13 September 2019

**In the name as:** Director  Proxy

**Of the Company:** MING FAI QUALITY AMENITIES (CAMBODIA) CO., LTD.

**Commercial Registration No.:** 00029475 dated 24 November 2017

**Power of Attorney dated** \_\_\_\_\_ (if proxy)

**Reference:**

- Minutes of the Extraordinary Meeting dated \_\_\_\_\_
- The Signed New Memorandum and Articles of Association of the Company dated \_\_\_\_\_
- Board Resolution dated \_\_\_\_\_

**PLEASE BE INFORMED**

**YOUR EXCELLENCY, MINISTER OF MINISTRY OF COMMERCE**

Of our request for the registration of the amendment of Company's Memorandum and Articles of Association ("**MOA**") of

**MING FAI QUALITY AMENITIES (CAMBODIA) CO., LTD.**

With substances as follows:

1. - Agreed on the transfer of 3,825,000 shares of Mr. **Ching Tsunwah** to
  - Agreed on the new division of shares as the following:
    - holding 3,825,000 shares
    - **Ming Fai Holdings Limited** holding 3,675,000 shares  
(as specified in Annex 1 and Annex 2)
2. Agree on the amendment and filing of new Memorandum and Articles of Association of the Company.

The Company assures Your Excellency that all relevant documents to the amendment of the Company's MOA are authentic and do not contain any false information and fully responsible for tax, state-debt and third party related obligations and other accident caused from this MOA.

Pursuant to above mentioned, please Your Excellency Minister kindly registers and file the amendment of the MOA accordingly.

Your Excellency Minister, please accept my highest salutations.

Made in Phnom Penh, on \_\_\_\_\_

**For and on behalf of Company**  
**Chairman of the Board of Directors**  
(Signature, thumbprint and Company's seal)

**Mr. CHING TSUNWAH**



**ARTICLES 12, 13, 17, 18, 42, 44  
NOTICE OF RESOLUTION**

**Name of Company: MING FAI QUALITY AMENITIES (CAMBODIA) CO., LTD.**

**Commercial Registration No.: 00029475 dated 24 November 2017**

**Place of Registration:** Office of Commercial Register, Legal Department, Ministry of Commerce

**THE MINUTE**

\*\*\*\*\*

At ..... am on the..... day of ....., an Extraordinary Meeting of **Ming Fai Quality Amenities (Cambodia) Co., Ltd.** was held at company's registered office being National Road No. 41 (Ang Duong Road), Veal Vong Village, Sen Deï Commune, Somrourng Tong District, Kampong Speu Province, Cambodia, under the presidency of **Mr. Ching Tsunwah**, the Chairman of the Board of Director of the company.

**Participants in the meeting:**

- **Ming Fai Holdings Limited** holding 3,675,000 shares  
represented by Mr. **Ching Tsunwah**
- **Mr. Ching Tsunwah** holding 3,825,000 shares
- **Mr. Ching Tsz Him Alex**

**Agenda of the meeting:**

1. Shares transfer and New division of shares; and
2. Amendment and filing new MOA.

**Results of the Meeting:**

The Chairman of the meeting began by noting that the number of the shareholders present at the meeting is 02 (two) representing 7,500,000 shares equal to 100% of the total shares in the Company. The quorum is therefore sufficient for legally making decision in the meeting.

**The Meeting decided as follows:**

1. - Agreed on the transfer of 3,825,000 shares of Mr. **Ching Tsunwah** to
  - Agreed on the new division of shares as the following:
    - holding 3,825,000 shares
    - **Ming Fai Holdings Limited** holding 3,675,000 shares  
(as specified in Annex 1 and Annex 2)
2. Agree on the amendment and filing of new Memorandum and Articles of Association of the Company.

The meeting ended at 10 a.m. on the same day.

Made in Phnom Penh, \_\_\_\_\_

**Chairman of the Meeting  
Chairman of the Board**

(Signature, thumbprint and Company's seal)

\_\_\_\_\_  
**Ching Tsunwah**

Attended and Agreed  
(Signature and Thumbprint)

- **Ming Fai Holdings Limited**  
represented by **Mr. Ching Tsunwah**

- **Mr. Ching Tsunwah**

- **Mr. Ching Tsz Him Alex**

FOR REFERENCE

Annex: 1 of the collective decision dated: \_\_\_\_\_

**Shares Transfer**

No	Transferor	Transferee	Transferee's Address	Number of Shares Transferred	Have read and confirmed that the shares transfer is correct. (Signature and thumbprint of transferor)	Have read and confirmed that the shares transfer is correct. (Signature and thumbprint of transferee)
1	Mr. Ching Tsunwah			3,825,000 shares	Mr. Ching Tsunwah	

Date: \_\_\_\_\_

**For and on behalf of the Company  
Chairman of Board of Director**  
(Signature and Company's seal)

**Mr. Ching Tsunwah**

Annex: 2 of the collective decision dated: \_\_\_\_\_

**New Division of Shares**

No .	Name	Position in the Company	Address	Number of Shares	(Signature and thumbprint)
1.		Shareholder		3,825,000 shares	
2.	<b>Ming Fai Holdings Limited,</b> represented by Mr. <b>Ching Tsunwah</b>	Shareholder	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands.	3,675,000 shares	<b>Ming Fai Holdings Limited,</b> represented by Mr. <b>Ching Tsunwah</b>

Date \_\_\_\_\_

**For and on behalf of the Company  
Chairman of Board of Director**  
(Signature and Company's seal)

**Mr. Ching Tsunwah**

**សេចក្តីប្រកាស និងអះអាងចំពោះមុខច្បាប់ថា៖**

Hereby have the honor to declare that:

ខ្ញុំបាទ-នាងខ្ញុំ ពុំមែនជាមន្ត្រីរាជការបម្រើក្នុងក្រសួង ឬស្ថាប័នរដ្ឋណាមួយឡើយ ហើយមិនដែលត្រូវបាន

We are not the civil servant in any State Ministry or Institution and have never been convicted ជាប់ទោសព្រហ្មទណ្ឌ ទោះបីជាទោសព្រហ្មទណ្ឌ រដ្ឋប្បវេណី ឬរដ្ឋបាលក្តី ដែលទាក់ទងដល់ការ ហាម

for criminal, civil or administration liabilities related to our business activities or prohibited by ឃាត់សកម្មភាពវិស័យពាណិជ្ជកម្មរបស់ខ្ញុំបាទ-នាងខ្ញុំ ឬហាមឃាត់ខ្ញុំបាទ-នាងខ្ញុំក្នុងនាទីជាអ្នក ចាត់ចែង

law from doing business or being the manager of any commercial enterprises.

គ្រប់គ្រងសហគ្រាសពាណិជ្ជកម្មណាមួយឡើយ។

ក្នុងករណីដែលសេចក្តីប្រកាសនេះមិនត្រឹមត្រូវតាមការពិត ខ្ញុំបាទ-នាងខ្ញុំ សូមទទួលខុសត្រូវ ទាំងស្រុង នៅចំពោះមុខច្បាប់ជាធរមាន។

In the case there is any falsification, we will be responsible in front of the applicable laws.

ធ្វើនៅថ្ងៃទី..... ខែ..... ឆ្នាំ.....

**ហត្ថលេខា និងស្នាមមេដៃ**

Signature and thumb-print

លោក ឈឹង សុនតី

Ching Tsz Him Alex