

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom - Happiness
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LOAN AGREEMENT

No:/2012/HDVV

Today, dated in 31th, October, 2012, at Head office of Vietnam Company Limited, we are:

1. PARTY A: CORPORATION

Address: BuildingSeoul,.....
Korea

Tel: 82-22003.....

Fax: 82-2737.....

Bank account:

At: Shinhan Bank

Presented by:

Title: Management Director

2. PARTY B: COMPANY LIMITED

Address: Floor, Building / , Phu My
Hung International Financial & Commercial Centre, Hoang Van
Thai Street, Tan Phu Ward, District 7, Ho Chi Minh City.

Tel: 08.....

Fax: 08.....

Bank account:

At: Vietcombank- Sai Gon Branch

Presented by:

Title: Director General

After discussion, the two Parties agree as follows:

Article 1: Content of loan agreement

Total amount of capital borrowing is **USD 500,000**, in word: **United States Dollars Five hundred thousand**

Article 2: Purpose of using the amount of capital loan

The amount of capital loan will be used on the following projects:

- Design and construction of the industrial construction and civil construction (including hospital).
- Services on repairing and maintaining (to every kind of medical equipment).
- Machine and medical equipment for rent and lease (trading on medical equipment)
- Medical equipment manufacturing.
- Importing, Exporting and Distributing the products having HS codes:
2844,8422,8543,9019,9020,9021,9023,9024.....

Article 3: Time of capital loan

- Time of capital loan is 05 (five) years, beginning November, 1st 2012 to October, 31th 2012
- Debt Deadline 31/10/2017.

Article 4: Interest rate of capital loan

Interest rate is 0%.

Article 5: Rights and obligation of Party A

- Have the rights and obligations as in the Operation Regulation of Party A;
- Ask Party B to carry out all their committed obligations.
- Stop lending or terminate lending, debt retirement before finding any inaccurate information, or any breach of the contract
- Hand over the amount of lending to the Party B as in the Schedule of this Contract.

Article 6: Rights and obligation of Party B

- Asking Party A to implement the rights and obligation as stipulated in this Contract.
- Refuse any Party A's requests which are not mentioned in this Contract.

- Use the amount of capital loan as in purpose, and implementing all other contents in this Contract;
- Make full payment for Party A;
- Be responsibility as the Law of Vietnam if Party B does not implement the commitment of this Contract.

Article 7: Termination of contract

7.1 This contract will be terminated before the expiration of contract with following cases:

- (a) Two Parties agree to terminate the Contract before the expiration of the Contract;
- (b) One of two parties does not their obligations
- (c) One of two parties is in dissolution or bankruptcy
- (d) One of two parties wants to do change, conversion, division or transfer the ownership which new legal entity does not want or cannot implement the agreement in the Contract

7.2 When one of aforementioned cases in Article 7.1 appears, the party who terminates the Contract must inform the remained Party 15 (fifteen) days in advance. Two parties must set up a Minutes of Contract Liquidation and completes all two parties' obligation.

Article 8: Amendment, supplementation and Contract Liquidation.

- The articles in this Contract can be amended, supplemented according to the party's agreement. Any amendment, supplementation will be signed up by document with two parties' agreement and they will be integrated of this Contract and do not influence the validity of other articles of this Contract.
- This Contract will be liquidated after two parties completed the obligation stipulated in this Contract.

Article 9. Dispute settlement.

Any dispute in connection with this contract arising during its implementation shall be firstly settled through amicable negotiation and mediation. In case where no agreement is reached upon such negotiation and mediation, the dispute shall be submitted to a relevant competent court in Hanoi for final judgment under Vietnam's law.

Article 10: Validity and number of version of the Contract

- This Contract shall come into effect after the Parties' signing
- This Contract is made in two (10) originals in English and two (10) originals in Vietnamese, of the same legal validity. Party A shall keep one English version and one Vietnamese version, and other versions will be kept by Party B for implementation.

PARTY A

PARTY B