

Number: 01 -TB/2026/VN39/HĐQT

Hanoi, January 29, 2026.

*Regarding obtaining shareholder opinions
in writing on matters within the authority of
the General Meeting of Shareholders.*

Dear Shareholders of Vinaconex 39 Joint Stock Company

- *Based on the Enterprise Law No. 59/2020/QH14 of 2020 and its implementing regulations;*
- *Based on the Securities Law of 2019 and its implementing regulations;*
- *Based on the Charter of Organization and Operation of Vinaconex 39 Joint Stock Company, approved by the General Meeting of Shareholders in May 2024;*
- *Based on the actual operational situation of Vinaconex39 Joint Stock Company.*

The Board of Directors of Vinaconex 39 Joint Stock Company respectfully requests that shareholders provide written comments to approve the following matters:

I. ISSUES/CONTENT FOR FEEDBACK:

1. Content 01:

Through the issuance and content of the Loan Guarantee Commitment for the loan of LG Trading and Service Investment Joint Stock Company (LG Company) with a guarantee value of VND 300 billion, to ensure the rights of the owner of DP Investment One-Member Limited Liability Company (DP Company) in the event that the procedures for DP Company to become a member of the Joint Venture Investor of the Dong Phat Phan Trong Tue Mixed-Use Service, Commercial, Office and Apartment Building Project cannot be completed.

2. Content 02:

Through the draft minutes of the vote count for the written shareholder consultation .

3. Content 03:

a written shareholder consultation process .

The above content, along with related documents, is posted on the Company's website at the following link : <https://pvv.coni.vn> .

II. HOW TO VOTE AND SUBMIT FEEDBACK:

Shareholders are requested to express their opinions by marking (x) or (v) in one of the three boxes (*Agree; Disagree; No Opinion*) for each voting item on the written Shareholder Opinion Form, signing and stamping (if applicable). Please enclose the form in a sealed envelope and send it to the Company no later than 10:00 AM on February 9, 2026, at the following address:

- Vinaconex 39 Joint Stock Company, 1st Floor, CT2A Building, Co Nhue New Urban Area, Nghia Do Ward, Hanoi City, Vietnam. Phone: 02437875938
- In addition to sending the form by mail or submitting it directly to the Company, Shareholders can also send a scanned copy of the Shareholder Feedback Form to the email address: vanthu.pvv@gmail.com (the time of receipt of the Feedback Form is calculated from the time the email is received).
- In cases where shareholders simultaneously submit their Opinion Poll Forms by mail and by email, if there is a discrepancy between the voting results on these forms, the result on the Opinion Poll Form sent by mail will take precedence.

III. REGULATIONS REGARDING VOTING AND BALLOT COUNTING:

The Board of Directors will conduct the vote count and voting according to the following principles:

1. Each share corresponds to one vote.
2. Voting ballots are opinion forms submitted by shareholders using the methods and at the correct address, in accordance with the regulations.
 - a. Valid feedback form:
 - This is a Voting Form issued by Vinaconex 39 Joint Stock Company (bearing the company seal), with full signatures and names of individual shareholders/legal representatives of organizations/authorized representatives in case of delegated voting on the contents of the Voting Form (accompanied by a valid power of attorney as prescribed by law) and stamped for shareholders who are organizations.
 - The shareholder ballots must be submitted by shareholders using the methods, to the correct address, and within the deadlines specified in Section II of this Notice.
 - The ballot envelopes must be intact before the vote count begins (not opened before the vote count starts).
 - The ticket is not torn.
 - The voting content must not be erased or altered.
 - A valid vote is one where the shareholder specifically selects one of three options: *Agree* , *Disagree* , or *No Opinion*.
 - b. Invalid survey form
 - The survey form does not meet the requirements for a valid survey form.
 - The ballot does not have any boxes marked, or two or more boxes are marked for the same voting item.
3. Non-voting ballots are those that shareholders have not submitted to Vinaconex39 Company by the time the company conducts the vote count.



4. The vote counting procedure will be carried out in accordance with the Law and the Charter of Vinaconex 39 Joint Stock Company immediately after the deadline for submitting responses to the above-mentioned Opinion Survey Form.
5. A resolution of the General Meeting of Shareholders adopted through the first written shareholder consultation in 2026 will have the same validity as a resolution adopted at the General Meeting of Shareholders if it is approved by shareholders representing **at least 51% of the total voting shares** .

To ensure the fulfillment of the rights and obligations of our esteemed shareholders, the Board of Directors of Vinaconex 39 Joint Stock Company kindly requests that shareholders regularly visit the Company's website at <https://pvv.com.vn> to stay updated on the information and documents the Company posts on the website.

Best regards.

Recipient:

- As above;
- Supervisory Board (replacing b/c);
- Saved: VT, Board of Directors.

**TM. BOARD OF DIRECTORS
CHAIRPERSON**



Phan Dinh Phong



Hanoi, January 29, 2026.

WRITTEN SHAREHOLDER OPINION SURVEY FORM

I. COMPANY INFORMATION

1. Organization name: Vinaconex 39 Joint Stock Company
2. Headquarters: 1st Floor, CT2A Building, Co Nhue New Urban Area, Nghia Do Ward, Hanoi City, Vietnam.
3. Business registration certificate number: 0102141289 issued by the Hanoi City Department of Finance on January 15, 2007, amended for the 16th time on September 15, 2025.
4. Phone: 024 3787 5938; Email: vanthu.pvv@gmail.com; Website: <https://pvv.com.vn>.
5. Stock code: PVV

II. SHAREHOLDER INFORMATION

1. Shareholder's name:
2. Shareholder code: PVV.....
3. Address:
4. ID Card/Passport/Business Registration Number:
5. Phone:
6. Number of shares owned as of January 22, 2026:
7. The number of votes corresponds to the number of shares owned:

The Board of Directors of Vinaconex 39 Joint Stock Company respectfully submits the following written request for shareholder opinions to our esteemed shareholders:

III. PURPOSE OF SEEKING OPINIONS

Through matters falling under the jurisdiction of the General Meeting of Shareholders.

IV. ISSUE/CONTENT FOR OPINION GATHERING AND VOTING METHOD

The Board of Directors of Vinaconex 39 Joint Stock Company respectfully requests that shareholders provide their opinions by marking (x) or (v) in one of the three selection boxes (Agree, Disagree, No opinion) for each voting item below:

1. Content 01:

Through the issuance and content of the Loan Guarantee Commitment for the loan of LG Trading and Service Investment Joint Stock Company (LG Company) with a guarantee value of VND 300 billion, to ensure the rights of the owner of DP Investment One-Member Limited Liability Company (DP Company) in the event that the procedures for DP Company to become a member of the Joint Venture Investor of the Dong Phat Phan Trong Tue Mixed-Use Service, Commercial, Office and Apartment Building Project cannot be completed.

(The Guarantee Commitment details are attached to this Request for Opinion form)

☐ Approved

☐ Disagree No opinion



2. Content 02:

Through the Draft Minutes of the Vote Counting for Shareholder Opinions in Written Form.

(The draft minutes of the vote count are attached to this opinion survey form.)



☐ Approved

☐ Disagree No opinion

☐

3. Content 03:

The draft resolution of the General Meeting of Shareholders will be adopted through a written shareholder consultation process.

(The draft resolution is attached to this feedback form.)

☐ Approved

☐ Disagree No opinion

☐

The shareholder consultation documents and related materials are posted on the Company's website at the following link: <https://pvv.com.vn>.

V. DEADLINE FOR SUBMITTING WRITTEN SHAREHOLDER OPINION BALLOTS

1. Dear shareholders, please complete the Opinion Survey Form, seal it in an envelope, and send it to the Company no later than 10:00 AM on February 9, 2026, at the following address:
Vinaconex 39 Joint Stock Company, 1st Floor, CT2A Building, Co Nhue New Urban Area, Nghia Do Ward, Hanoi City, Vietnam. Phone: 024. 37875938.
2. In addition to sending the form by mail to the address above or submitting it directly to the Company, Shareholders may send a scanned copy of the full text of the Shareholder Feedback Form to the email address: vanthu.pvv@gmail.com (the time of receipt of the Feedback Form will be calculated from the time the email is received).
3. In the event that a shareholder simultaneously submits the Opinion Poll Form by mail and by email, if there is a discrepancy between the voting results on these forms, the result on the Opinion Poll Form sent by mail will take precedence.
4. The Feedback Form had not been sent to Vinaconex 39 Company by the time the company conducted the inspection.

The ballot is considered an absentee ballot.

Thank you very much.

..., date month year 2026

SHAREHOLDERS/REPRESENTATIVES

(Signature, full name, and seal if it is an organization)

**TM. BOARD OF
DIRECTORS
CHAIRPERSON**

Phan Dinh Phong

**COMPANY'S LEGAL
REPRESENTATIVE**

**General Director
Nguyen Tien Dung**

JOINT STOCK COMPANY

VINACONEX 39

Number: /CV /VN39



SOCIALIST REPUBLIC OF VIETNAM

Independence – Freedom – Happiness

Hanoi, [date] 202 .

GUARANTEE COMMITMENT

To: Vietnam Public Commercial Bank

I. Guarantor: VINACONEX 39 JOINT STOCK COMPANY

- Business registration certificate number: 0102141289 issued by the Department of Planning and Investment of Hanoi City, first registered on [date] 27/7/20, 1116th amendment on 15/09/2025.
- Headquarters : 1st Floor, CT2A Building, Co Nhue New Urban Area, Nghia Do Ward, Hanoi City, Vietnam
- Phone :[...] Fax:[...]
- Representative: Mr. **Nguyen Tien Dung**
- Position: General Director

(Hereinafter referred to as "**The Company**") **Vinaconex 39** " or "**Guarantor** " depending on the context)

II. The party being guaranteed: LG Trading and Service Investment Joint Stock Company

- Business registration certificate number: License number 0111301228 was first issued by the Hanoi City Department of Finance on December 2, 2025.
- Headquarters : VP5, 24th floor, Tower A, 173 Xuan Thuy Building, Cau Giay Ward, Hanoi City
- Phone : [...] Fax: [...]
- Representative: Mr. Do Hai Thanh
- Position: Director

(Hereinafter referred to as "**LG Company** " or "**the Guarantor** " depending on the context)

Whereas:

- On December 26, 2025, Vietnam Public Commercial Bank ("**PVcomBank** "), DP Investment Company Limited ("**DP Company** "), and Vinaconex 39 Company signed the Principal Transfer Agreement No. 2612/2025/HĐNTCN/PVCOMBANK-DP-VC39 ("**Principle Transfer Agreement** "), whereby DP Company received the transfer of the entire capital contribution corresponding to 50% of the investment capital in the Dong Phat Phan Trong Tue Mixed-Use Service, Commercial, Office and Apartment Building Project ("**the Project** ") and all rights and obligations arising from Vinaconex 39 Company under Business Cooperation Agreement No. 14/2012/HĐHTKD signed on February 14, 2012, between Vinaconex 39 Company and Dong Phat Investment Joint Stock Company;
- LG Company is the owner of DP Company according to Business Registration Certificate No. 0111301210 issued for the first time on December 2, 2025, and amended for the second time on January 14, 2026;

- LG Company is currently borrowing from PVcomBank; the repayment source for this loan is the entire profit that DP Company receives from the Project in its role as co-investor.

To guarantee LG Company's obligations to PVcomBank, we, the Guarantor, issue this unconditional, irrevocable Letter of Guarantee (“ **Letter of Guarantee** ”) to Vietnam Public Commercial Bank (“ **the Bank** ”) as the beneficiary of the guarantee, under the following terms:

1. Purpose and scope of the guarantee:

- a. This Letter of Guarantee is issued to guarantee the entire principal debt obligation of the Guaranteed Party to the Bank (“ **Obligation** ”) under contracts, commitments and documents concluded between the Guaranteed Party and the Bank (“ **Credit Document** ”), whether the Guaranteed Party’s Obligation exists or arises in the future after this Letter of Guarantee is issued.
- b. The guarantor accepts the contents of all terms in the Credit Document, even if the guarantor does not sign the contracts or documents.
- c. The total amount of guarantee that the Guarantor is liable to the Bank for as stipulated in this section shall not exceed VND 300,000,000,000 (In words: three hundred billion Vietnamese Dong).

2. Guarantee period:

This Letter of Guarantee is valid from the date of issue and ceases to be valid when:

- a. The guaranteed party has fulfilled all its obligations to the bank;
- b. The guarantor has fulfilled all obligations to the bank on behalf of the guaranteed party;
- c. Other cases as prescribed by law and with the approval of the Bank;

3. Cases where the Guarantor fulfills its guarantee obligations :

The guarantor must fulfill their guarantee obligations in the event of the following occurrences:

- (i) DP Investment Company was not approved by the competent State agency to become a member of the joint venture of the Project's Investor, leading to the cancellation of the principal transfer agreement. Furthermore, Vinaconex 39 Company did not reimburse DP Company the full amount that DP Company had paid under the principal transfer agreement; *and*
- (ii) If, by the deadline for fulfilling the Obligations, LG Company fails to fulfill or fulfills its Obligations to the Bank incorrectly or incompletely; or (ii) LG Company is unable to fulfill its Obligations to the Bank.

4. Conditions for fulfilling the guarantee obligation :

The guarantor undertakes to pay the Bank the full amount requested by the Bank within 05 days from the date of receiving written notification from the Bank requesting the fulfillment of the guarantee obligation, without attaching any conditions or documents proving the circumstances requiring the fulfillment of the guarantee obligation as stated in Section 3 of this Guarantee Letter.

5. Other commitments:

In addition to the payment responsibilities mentioned above, the Guarantor commits to:

- a. The guarantor and the representative signing the letter have full civil legal capacity and civil capacity to sign and issue this guarantee letter;



- b. In the event of any changes to the information relating to the address, name, or contact telephone number stated at the beginning of the Letter of Guarantee, the Guarantor shall notify the Bank in writing within 03 days from the date of the change.
- c. The guarantor agrees to use all of its assets and income to fulfill the debt repayment obligations on behalf of the guaranteed party as stipulated in this Letter of Guarantee. In this case, the guarantor agrees to:
- (i) The Bank may automatically deduct funds from any Guarantor's account opened at the Bank to fulfill the guarantee obligation under this Letter of Guarantee. If the currency deducted differs from the currency required for payment, the foreign exchange rate determined by the Bank at the time of deduction shall apply;
 - (ii) The Bank is required to freeze/issue a collection order to recover the debt from any account of the Guarantor at another credit institution to fulfill the guarantee obligation under this Letter of Guarantee. If the currency deducted differs from the currency required for payment, the foreign exchange rate determined by the Bank at the time of deduction shall apply.
- d. The bank has the right to require the guarantor and the guaranteed party, or both parties, to fulfill their debt repayment obligations if the guaranteed party fails to fulfill their repayment obligations in accordance with the credit documents.
- e. If the guaranteed party's obligations are secured by multiple security measures (including mortgages, pledges from other parties, and guarantees from the guarantor), the Bank has the right to choose any of these security measures to use in order to recover the debt. The order in which these security measures are applied to recover the debt is determined by the Bank.
- f. The beneficiary of the guarantee undertakes to assume the mandatory debt to the Bank at the interest rate announced by the Bank at the time the guarantee obligation must be fulfilled.
- g. Other measures as prescribed by law.

6. Verification of Letter of Guarantee

If the Beneficiary requires verification of this Letter of Guarantee, please send a written request or contact us directly ...for verification.

This Letter of Guarantee is issued and governed by Vietnamese law. Any disputes arising will be resolved in a competent court.

This Letter of Guarantee is a one-off and non-transferable document.

GUARANTEED PARTY

GUARANTOR