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AGREEMENT FOR LOAN (3rd Loan of US \$ 1.000 million)

This Agreement is made this the 30th day of May, Two Thousand and Nineteen of the Christian Era.

BETWEEN

EPIC DESIGNERS LIMITED (EDL), a Company incorporated under the laws of Hong Kong, having its registered office at 6th, 7th & 9th Floor, EGL Tower, 83 Hung To Road, Kwun Tong, Kowloon, Hong Kong, represented by **Mr. Ranjan Tikam Mahitani, Chairman**, hereinafter referred to as "THE LENDER" (which expression unless excluded by or repugnant to the subject or to the context shall be deemed to include its heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

Cosmopolitan Industries Pvt. Ltd. (CIPL), a Company incorporated under the laws of Bangladesh, having its registered office at House#17, Road#15, Rabindra Swarani, Sector-3, Uttara, Dhaka-1230, Bangladesh, represented by **Mr. Dinesh Gope Virwani, Vice Chairman** hereinafter referred to as "THE BORROWER" (which expression unless excluded by or repugnant to the subject or to the context shall be deemed to include its heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

WHEREAS the BORROWER has decided to make further investments on technological upgradation & automation, improvements & process re-engineering, better compliance in terms of structural, electrical & fire safety, automation etc. In this regard BORROWER intends to borrow a sum up to US\$ **1.000 million** (US Dollar **One Million**) from the LENDER.

AND WHEREAS the LENDER has on request of the BORROWER agreed to grant to the BORROWER a Term Loan of US\$ 1.000 million (US Dollar One Million) for the purpose of technological upgradation & automation, improvements & process re-engineering, better compliance in terms of structural, electrical & fire safety, automation etc. of the existing units of the BORROWER Company.

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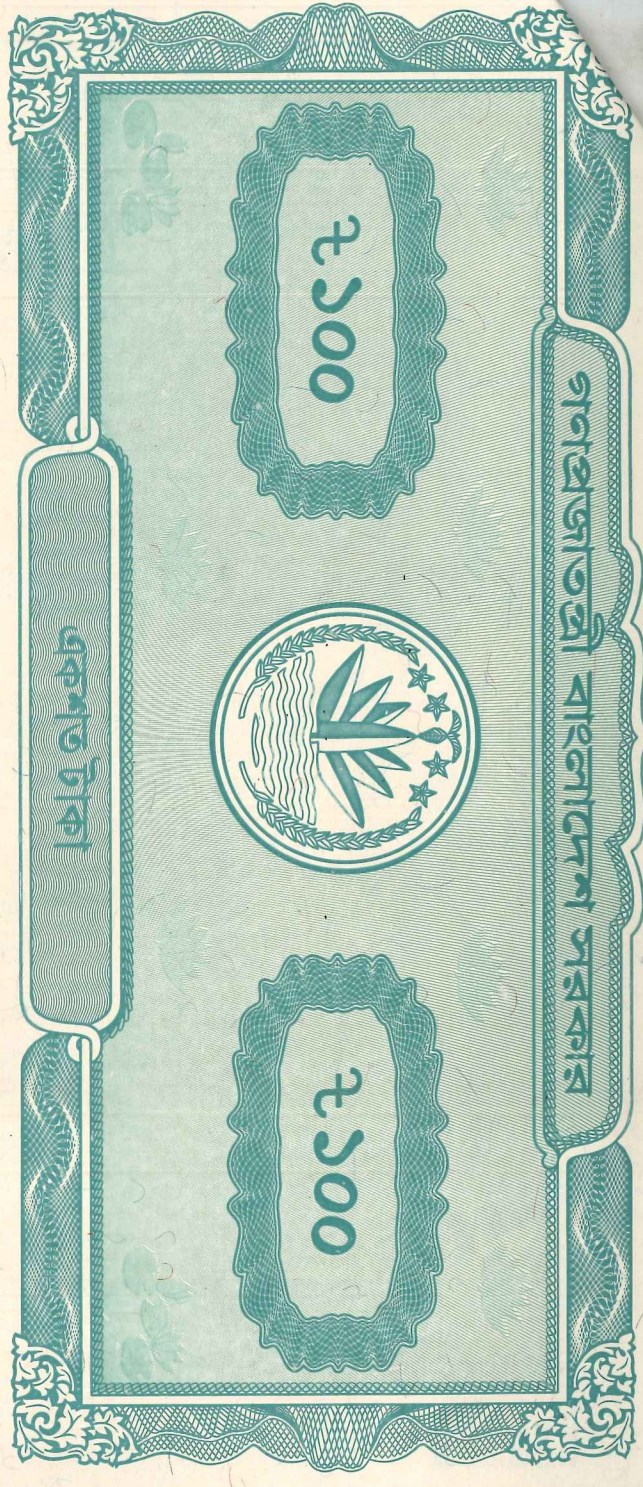
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AND WHEREAS the Board of Directors of the BORROWER Company in its Board Meeting held on 17th March, 2019 approved and resolved to execute this **Agreement for Loan**.

NOW BOTH THE PARTIES THEREFORE ENTER INTO THIS AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS

1. This agreement shall be subject to the terms and conditions on which such approvals from the concerned authorities as aforesaid will be granted and they shall be deemed to form part of the agreement.
2. The loan shall be considered to be effected on the part of BORROWER on and from the respective date of remittances received.
3. In consideration of the sum of US\$ 1.000 million (US Dollar One Million) to be lent to the BORROWER by the Lender, the BORROWER covenants with the LENDER to repay the aforesaid principal as follows:
 - i) **Repayment:** That the loan would be purely a clean loan and the Borrower shall repay the unsecured loan in 10 equal quarterly installments over a period of 2 (two) year 6 (Six) months starting 31st December, 2019 as per Annexure A (Loan repayment schedule). The quarters shall be reckoned based on the calendar months i.e. 31st March, 30th June, 30th September and 31st December.
 - ii) **Rate of interest:** The unsecured loan shall carry simple Interest @ 2% p. a. and shall be calculated on a daily basis, based on the amount outstanding. Loan shall be interest free upto June'19 and repayment of interest shall start from September, 2019. Interest on loan shall be paid quarterly on the calendar months i.e. 31st March, 30th June, 30th September and 31st December.
 - iii) **Liability in case of Default in Payment:** That if any installments as aforesaid are not paid on due dates, interest on the sum or sums that are in arrears shall be paid at the rate as agreed in Sub-Clause (ii) above PROVIDED THAT this provision shall in no way prejudice or affect the exercise by the LENDER of any of the rights or remedies vested in it by law or by this deed.
4. If the BORROWER Company becomes insolvent then the whole of the said sum or of such part hereof as is for the time being unpaid shall thereupon become due and

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payable with interest thereon at the rate aforesaid to the date of actual payment thereof.

5. The BORROWER and LENDER may with mutual consent and subject to approval from the Central Bank agree to prepay part or full amount of unsecured loan if its funds position permits to do so.

IN WITNESS WHEREOF, both the parties hereby set and subscribe their respective signatures to this Agreement for Loan on the 30th day of May, 2019.

This Loan Agreement is typed in 3 (Three) pages.

**Name, Signature & Address
of Witnesses :**

FIRST PART:

1.

Ranjan Tikam Mahtani

Chairman

Epic Designers Ltd.

6th, 7th & 9th Floor, EGL Tower

83, Hung To Road, Kwun Tong

Kowloon, Hong Kong

SECOND PART:

Dinesh Gope Virwani

Vice Chairman

Cosmopolitan Industries Pvt. Ltd.

H#17, R#15, Rabindra Swarani

Sector-3, Uttara

Dhaka-1230, Bangladesh

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Annex-A of 3rd Loan Agreement
Cosmopolitan Industries Pvt. Ltd.

LOAN REPAYMENT SCHEDULE

Principal Amount	\$1,000,000
Interest Rate @ 2%	0.50%
Installments	10

Quarterly

All Amounts in USD

INSTALLMENT	PAYMENT DATE	PAYMENT in (P+I)	PAYMENT in USD (P)	PAYMENT in USD (I)	OUTSTANDING BALANCE
					\$1,000,000.00
1	30-Sep-19	\$ 5,000.00	\$ -	\$ 5,000.00	\$1,000,000.00
2	31-Dec-19	\$ 305,000.00	\$ 300,000.00	\$ 5,000.00	\$ 700,000.00
3	31-Mar-20	\$ 83,500.00	\$ 80,000.00	\$ 3,500.00	\$ 620,000.00
4	30-Jun-20	\$ 83,100.00	\$ 80,000.00	\$ 3,100.00	\$ 540,000.00
5	30-Sep-20	\$ 82,700.00	\$ 80,000.00	\$ 2,700.00	\$ 460,000.00
6	31-Dec-20	\$ 82,300.00	\$ 80,000.00	\$ 2,300.00	\$ 380,000.00
7	31-Mar-21	\$ 81,900.00	\$ 80,000.00	\$ 1,900.00	\$ 300,000.00
8	30-Jun-21	\$ 76,500.00	\$ 75,000.00	\$ 1,500.00	\$ 225,000.00
9	30-Sep-21	\$ 76,125.00	\$ 75,000.00	\$ 1,125.00	\$ 150,000.00
10	31-Dec-21	\$ 75,750.00	\$ 75,000.00	\$ 750.00	\$ 75,000.00
11	31-Mar-22	\$ 75,375.00	\$ 75,000.00	\$ 375.00	\$ -
		\$ 1,027,250.00	\$ 1,000,000.00	\$ 27,250.00	

NOTE:

Repayment of interest shall start from 30th September, 2019. Further until repayment of loan starts, interest will be calculated on the loan amount disbursed by way of loan and will be paid on quarterly basis on 31st March, 30th June, 30th September and 31st December every year. Once repayment starts interest will be worked out on the outstanding principal and paid along with the principal repayment.

If actual amount of loan disbursed is less than US \$ 1.000 million the quarterly installment as well as interest repayment will stand revised based on the actual loan amount. Pre-payment of loan will be allowed, if cash position of CIPL permits to do so.

[Signature]

existing units of the BORROWER Company.

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