

Appendix 2: CONTRACT

KINGDOM OF CAMBODIA
NATION RELIGION KING

CONTRACT

On

THE INVESTMENT OF RUBBER AND AGRO-INDUSTRY PLANTATION

Ref :

- The request of company dated 14 December , 2006.
- Law on Investment of the Kingdom of Cambodia promulgated by Royal Krom No. 03/៩៩៧/94 dated 05 August, 1994, and Law on Amendment of Law on Investment of the Kingdom of Cambodia promulgated by Royal Krom No. ៩៩៧/រក្ស/0303/009 dated 24 March, 2003.
- Land Law promulgated by Royal Krom No. ៩៩៧/រក្ស/0801114, dated 30 August, 2001.
- Sub Degree No. 17 អនក្រឹត្យ.ប្រកាស dated 07 April, 2000 on Organization and Function of the Ministry of Agriculture, Forestry and Fisheries.
- Sub Degree No. 146 អនក្រឹត្យ.ប្រកាស dated 27 December, 2007 on Economic Land Concession.
- Sub Degree No. 111 អនក្រឹត្យ.ប្រកាស dated 27 September, 2005 on Implementation of the Amendment of the Law on Investment of the Kingdom of Cambodia
- Letter No. 1459 លក្ខណៈណែនាំ dated 03 October, 2007 of the Office of Council of Ministers.
- Delegate of full Power No. 127 NLU dated 19 October, 2007 of the Royal Government of Cambodia.
- Result of Field Study of the Economic Land Concession No 030 អ.គ.វ on 22 September, 2008.
- Letter No. 1588/08 dated 20 June 2008 of the Council for the Development of Cambodia (CDC)

This contract made on the date of



Contract on the Investment of Rubber and Agro-Industry Plantation between MAFF and KHAOU CHOL YON DEVELOPMENT CO., LTD (K C D) 2

Between

The Royal Government of Cambodia represented by H.E CHAN SARUN, Minister of the Ministry of Agriculture, Forestry and Fisheries, located at building No. 200, Preah Norodom Boulevard, Phnom Penh, Kingdom of Cambodia. Telephone: (855) 23 217 320, holding of bank account No..... with the National Bank of Cambodia, and hereafter referred to as "Party A".

And

KHAOU CHULY DEVELOPMENT Co; Ltd (K C D) located at office building No. 62A, Prash Norodom Blvd, Sangkat CheyChomnach , Khan Don Penh, Phnom Penh, Cambodia, Telephone: (855) 12 812 465 and, 016 710 888, holding of bank account No.010-12-10-038779-9 within the CAMBODIAN PUBLIC Bank and represented by Mr. KHAOU PHALLABOTH, Director of the Company, Nationality: Chinese, hereafter referred to as "Party B".

Pursuant to:

In accordance with the Rectangular Strategy of the Royal Government of Cambodia, the "Party A" has the objective to promote the investment on agro-industry sector and considered that the "Party B" has ability and techniques with aiming to invest on agro-industry sector, the "Party A" agrees to grant concession land where located in, Pech chanda District, Mondoukiri province to the "Party B" for investment of Rubber and Agro-Industry plantation development.

After critical discussion, the two parties have agreed to sign on this contract with respect to the contents of the articles stated as follows:

ARTICLE 1: LOCATION, PURPOSE, AND LAND USE OF ECONOMIC LAND CONCESSION

1.1 Location:

The size of the concession land to be granted to the "Party B" to invest in Rubber and Agro-Industry Plantation covered with a total area of 2.386 hectares as indicated on the location map attached which certified by the Local and Provincial Authorities. This map is annexed to this contract and hereafter referred to as "Location". The geographical coordinates are given below:

X : 767652	Y : 1390777
X : 769607	Y : 1390780
X : 769608	Y : 1388841
X : 770673	Y : 1388851
X : 770663	Y : 1383997
X : 770009	Y : 1384000
X : 770013	Y : 1383024
X : 766505	Y : 1382993

1.2 Purpose for Granting Economic Land Concession

The purpose of the Party "A" in granting economic land concessions is to enable Party "B" to

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exploit, produce and carry out operation as follows:

- Main production: Plantation of Rubber plantation;
- Secondary production: Other industrial crops production.
- Construction: Construction of rubber processing plant, wood processing plant to process the trees planted, and develop infrastructure to support production and plantation development.

1.3 Land Utilization for Economic Land Concession

After signing the contract, Party "B" must prepare the master plan and submit to the Party "A" for review and approval not later than 03 (Three) months and after the two Parties have completely fulfill the responsibilities as stated in Article 2. The preparation of master plan, Party "B" shall use the land where allocated by year as follows:

- year1: Tree hundred and eighty six (386) hectares
- year2: One thousand (1,000) hectares
- year3: One thousand (1,000) hectares

ARTICLE 2: DUTY TO BE FULFILL PRIOR TO GRANT THE LOCATION

The duty of the two Parties stated in this contract shall be carried out unless the main responsibilities and obligations that the two Parties have to be completely fulfilled, they are as follows:

- Party "A" and Party "B" shall collaborate with line-ministries and other competent authorities to conduct the study, field survey in order to clearly identify the location of the relevant area that the Party "A" has agreed in principle to invest, in consistence with the contents in this article, within the period of three (03) months after this contract signed and shall be cut off the areas which are:
 - Evergreen forest, semi-evergreen forest, deciduous forest, national cultural heritages, mine potential, natural conservation, mountains, lakes; and the sites where to be protected by other laws.
 - Peacefully uncoordinated with legal land owner, such as the location where people are living and productive. Meaning that, this permission shall not be granted the land concession with the size requested and indicated in the contract to company. For location where is incurred with the above-mentioned issues (if any), an Inter-ministerial Committee led by Ministry of Agriculture, Forestry and Fisheries shall conduct investigating and solved the related problems encountered in order to precisely identify and ensure that the investment supporting reforestation has to be carried out on degraded forest areas and avoiding of cutting anarchically down of evergreen, semi-evergreen and deciduous forests, which have economic value, and replanting agro industrial crops in stead. Meanwhile, if the location covered on the military development land, the company shall negotiate with military development unit in order to incorporate that land into the development with precisely make

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(K C D)

contract to each other.

- Completely solve the issues of new-resettlement in accordance with the effective procedures within the period of not later than one (01) year from the date of signing contract.
- State land registration and land classification shall be made on the land areas remained after reduction within the period of not later than three (03) months after the master plan to be approved.
- Party "B" shall prepare preliminary environmental and social impact assessment document on the land use and development for this concession project and this document shall be submitted to the Party "A" to review and approve not later than one (01) year from the date of signing contract.

ARTICLE 3: CONCESSION LAND GRANTING

After the two parties have fully implemented all duties and obligations stated in Article 2, the Party "A" shall issue an official letter on concession land granting to Party "B" within the period of not later than sixty (60) days. This letter shall clearly clarify the re-setting of the size of land that the Party "B" can be utilized by indicating also the areas where cut off additionally to be consistency with the land area shown in the master plan.

ARTICLE 4: DURATION

This contract validates seventy (70) years effected from the date of issuance of concession land granting letter by Party "A" to Party "B". This period shall not be extended, except the results coming from the following situation:

- a. Extension for completion of remaining works or suspension of the process owing to the abuse of the contract by the Party "A", or by the actions of the other competent authorities.
- b. Extension for completion of remaining works or suspension of the process owing to force majeure as stated in the contract leading to the Party "B" could not recover the costs/expenditure or losses caused by the above situation, including the insurance of the project for the first concession period.

For the request of concession extension, the Party "B" shall make a written request to the Party "A" for continuation of the contract at least one (01) year prior to the expire date of the contract. Party "B" shall request for contract extension in case of :

- a) Party "B" properly or well performed the contract
- b) This land is not allocated for other purpose used by the state

ARTICLE 5: RIGHTS AND OBLIGATIONS OF THE PARTY "B"

5.1- Rights of the Party "A":

In the mandate of this contract, the Party "A" shall have the following rights

- Monitor and evaluate on the implementation of the obligations of the Party "B"

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stated in this contract.

- Require the Party "B" to carry out activities followed the norms and techniques on cropping in order to increase productivity as well as the social-environmental benefits. Inspect the quantity and quality of the production prior to market.
- Extend, suspend, and terminate the contract in accordance with the validated procedures as stated in the laws and regulations.
- Carry out other works as stated in the laws and regulations.

5.2- Obligations of the Party "A"

In the mandate of the contract and adding to the contents of Articles as stated in the contract, the Party "A" shall bear the obligations as follows:

- Facilitate and coordinate with relevant competent line-ministries and institutions as well as other local competent authorities to facilitate the Party "B":
 - Successfully carry out business operation;
 - Receive investment incentives in accordance with the existing laws and regulations.
- Review and approve or make amendment on the master plan within the period of not later than one (01) month after receiving the mater plan from the Party "B".
- Provide interventions to the relevant institutions in order to solve the problems encountered and those who commit offense and violate the rights of Party "B" in relation of the contract implementation and location use or land grabbing of any part of the location.

ARTICLE 6: RIGHTS AND OBLIGATIONS OF PARTY "B"

6.1- Rights of the Party "B":

In the mandate of this contract, the Party "B" shall have the rights as follows:

- Transfer to his/her successor in accordance with the effective laws and regulation allowed.
- Raise the suggestions or request to the Party "A" for consideration and approval on the amendment of the Master Plan if considered the amendment shall be providing the better improvement in project implementation.
- Collaborate with partners in the investment on this location of the concession land, with agreement at least thirty (30) days in advance from the Party "A".
- Have the rights in legal mortgaging the economic land concession rights in order to secure finance for investment, however, this shall be agreed in advance from Party "A". Party "A" shall have reasonable/proper reasons, if rejected.

6.2- Obligations of the Party "B":

In the mandate of this contract and adding to the contents of Articles as stated in the contract, the Party "B" shall have obligations as follows:

- As stipulated in Article 2, a master plan indicating land utilization on concession land

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(K.C.D.)



location of planting areas etc. shall be completely prepared within the period of not later than three (03) months after obtaining the concession land and this master plan shall be submitted to Party "A" for review and approval and it should also be supported by the relevant technical ministries and institutions, as well as the support from local authorities and communities. This master plan shall contain of land use schedule in the concession area, technical practices and technology used, forest rehabilitation plan, and economic-financial plan for long-term development (from the commencement to the final stage of the development in the concession area, and the continual period). At the same time, the annual plan shall be precisely prepared for annual investment and implementation. Party "B" shall commence the process of works unless the master plan and annual plan to be approved in advance by the Party "A".

- Take responsibilities to bear all capital expenses for the investment project in terms of the development and use of economic concession land, including the expenses for fulfillment of the duties as stipulated in Article 2 as well.
- Strictly respect to the laws and regulations in forced.
- Give the rights to the activities of exploration on mining "if any" in the investment area. The technical ministries (Ministry of Industry, Mine and Energy and Ministry of Agriculture, Forestry, and Fisheries) shall conduct critically study and exploration in advance in the mine overlapping areas. In case of the study found that, any area in the concession location exited more economic potentials for any sector (between mine and agriculture investment) then that sector shall be granted to invest in that areas.
- Secure people who are living in the investment zone to get proper benefit from the investment project, such as the use of infrastructure, road, school, health center and the creation of job opportunity linking with the investment project, including the integration of household farmers' production.
- Pay taxes in accordance with the laws and regulations imposed.
- Pay deposit and fees according to the Article 9 of this contract until the termination of the contract.
- Use local labor force. In the event that Khmer experts are unavailable, the company has the rights to hire foreign experts to advise and instruct on technical issues related to the business production as needed and this shall be following the laws and regulations of the Kingdom of Cambodia.
- Consider in improving the livelihood as well as health and education to its employees; workers and their families by building the suitable houses, hospitals, temples, schools and recreation centers.
- Carry out of production & business activities as planned such as: land clearance, road construction, land utilization by respecting the terms and conditions to sustainable maintain the natural resources of the location and minimize the environmental impact caused by the production and business operation.
- Bear responsibility for the protection and conservation of evergreen forest, semi evergreen forest, and deciduous forest where existed in the conserved & protected locations inside the concession land.
- As said in its technical report annexed to this contract, the business & production

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- operation shall be carried out as planned on the concession land.
- Facilitate and coordinate with the Party "A" and relevant institutions in monitoring and evaluation of its operation regarding on the environmental impact assessment.
Party "B" shall improve its operation in according to the guidance/advices from the Party "A" and relevant institutions in the matters related to environmental protection.
 - Prepare semester (06 months) and annual reports on the progress and achievements of the implementation of investment project and submit those to the Party "A".

ARTICLE 7: CONSTRUCTION PERMITS

- 7.1- Party "B" shall have the rights to develop and carry out all construction activities on the investment location by following the steps indicated in the master plan and time schedule agreed by Party "A" and Ministries concerned. These activities shall be made in accordance with the laws and regulation in effect in the Kingdom of Cambodia and these shall be response to the objectives specified in Article 1 of this contract.
- 7.2- All constructions of infrastructure, such as dams and canals that may affect to the people and surrounding areas, shall be permitted by Party "A" and/or relevant & concerned institutions.

ARTICLE 8: RIGHTS ON NATURAL RESOURCES AND HERITAGE

- 8.1- Before clearing the land for planting, the Party "B" shall request permission from Party "A". For the logs obtained from land clearance, the Party "B" shall collect and keep in a specific area and report to the Party "A" so as for the public procurement or for royalty & fee payment in accordance with the principles and Forestry Law in effect.
- 8.2- Mine resources and national heritage objects/items existed upper or underground are the state property, the Party "B" has no rights for management or utilization of these resources. If the Party "B" discovers mine resources, precious stones, gold or items of national heritage, either upper or underground, the Party "B" shall terminate the activities and inform those to Party "A" immediately. In the case that Party "B" does not cease activities and fail to inform those to Party "A" on time, the Party "B" shall has to bear all responsibilities that subject to the Laws and Regulations of the Kingdom of Cambodia.
- 8.3- In case of the concession land existed mineral resources which would be having highly economic potentials and those declared and certified by competent agencies, Party "A" has the rights to cut off partly or wholly these mineral resources' areas and extract those from the concession land.
- 8.4- The cultural and historical heritages found in the concession areas shall be kept as national or state properties or the areas existed of those heritages shall be cut off from the concession land location.



ARTICLE 9: DEPOSIT AND FEE

9.1- Deposit Payment

In order to guarantee the execution of this investment project, Party "B" shall pay a deposit of USD 10 (ten) US dollar per hectare into the bank account of the Ministry of Agriculture, Forestry and Fisheries at the National Bank of Cambodia after signing the contract.

Two (02) months after signing this contract, if the Party "B" fails to pay the deposit to the Party "A" as mentioned above, this contract should be abrogated. End of the period of two months after provision of concession land location, if the Party "B" does not prepare the master plan, this contract should also become abrogation and the deposit shall be automatically returned into national budget.

The above said deposit shall be refunded to Party "B" after completion of the cultivation or planting activities as planned, which indicated in the master plan.

9.2- Land Fee Payment

- Party "B" shall annually pay the land fee according to the concessionary land rate defined by the Royal Government of Cambodia and competent institutions through the letter No. 803 នជណ dated 31 May 2000 and the fee shall be re-checked every five (05) years. The fee shall be annually paid into the national budget through the bank account number 0102.35-121IT023 at the National Bank of Cambodia before January 31 of each year. After fee has been paid, the Party "B" shall send fee receipt to the Party "A" and the Ministry of Economy and Finance for monitoring purpose.
- In case of being late of fee payment up to sixty (60) days, the Party "B" shall be fined two percents (02%) per month on the amount of fee to be paid by each year. The amount of the penalty payment shall be calculated according to the composed interest rate formula.

ARTICLE 10: TRANSFERRING

The Party "B" cannot transfer this contract to the third party, except the Party "B" executed at least 30% of plantation development and after the evaluation made by Party "A".

The transferring the contract to the third party shall be made through new contract re-signed by all parties involved to enable that third party takes directly responsibilities with Party "A" in accordance with the terms and conditions of this contract.

ARTICLE 11: SUSPENSION OF THE CONTRACT

In addition to the rights for guidance, warning to the Party "B" who conducted faults or other mistakes, the Party "A" shall suspend the implementation of this contract, in partly or fully on the concession location within a specific period. The suspension shall be made by written letter to indicate any or all causes specified as follows:

- Party "B" fails to fulfill any terms and conditions stipulated in the contract, master plan or Environmental and Social Impact Assessment (ESIA) reports.

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- b. Disputes occurred with the local people or the third parties related to the rights of land tenures in parts of the concession land;
- c. Legally mining activities that to be considered high economic potentials.

ARTICLE 12: TERMINATION OF THE CONTRACT

The economic land concession contract shall be terminated by any cases that specified as follows:

- a. Following the contract duration which stipulated in the contract;
- b. Agreement of both parties;
- c. Confiscation of concession land followed by administrative decision: Party "A" shall unilaterally confiscate the economic concession land from Party "BOO without any compensation in any case that Party "B" :
 - Fails to implement the terms and conditions stipulated in the contract or fails to obey any rules and regulations defined by the laws;
 - Fails to start implementing the production, exploitation later than 12 (twelve) months after the concession land has been provided;
 - Fails to produce or carry out operation later than 12 (twelve) months without reasonable/appropriate reasons;
 - Convert concession land to become the private land;
 - Party "B" fails to pay land fee later than 0 1 (one) year counted from the date to be made payment;
 - Transfer the concession land without renewal of the contract with Party "A";
 - Commit mistakes or crimes considered as heavy condition.

The confiscation shall be made through the administrative decision with reasonable evident and will be informed within 60 (sixty) days. Party "B" could claim and request to Party "A" to review on decision made within 28 (twenty eight) working days after receiving the decision to confiscate the concession land. In the case that agreement is not to be reached, Party "B" has the rights to complain to the court followed by the procedures defined by the laws.
- d. Based on the court decision to terminate the economic land concession, Party "A" shall request the court to terminate the contract on economic land concession in any of the following cases:
 - Party "B" is in a position of bankruptcy or lost legal characteristic due to the reason of liquidation or closing of the company;
 - Party "B" fails to obey any of the obligations stated in the contract after receiving alert advises or warning by defining the time to correct mistakes, twice respectively.

Party "A" shall deliver the official letter to Party "B" within 28 (twenty eight) working days for Party "B" reacts before submitting the complaints to the court.



ARTICLE 13: RIGHTS OF PARTY "A" AFTER CONTRACT TERMINATION

In any form after the termination of the contract, the concession land, including all crops produced in according the master plan that Party "B" lost investment rights, shall be transferred to Party "A" for management. For the building, infrastructures in condition that can be utilizable in the location of concession land and also the intellectual property rights shall be automatically transferred to Party "A" and without compensation.

ARTICLE 14: RESPONSIBILITIES

- 14.1 Both parties agree to take responsibilities to fully obey all terms and conditions stated in this contract from the signing date;
- 14.2 In all cases of contract termination, even the contract terminated before contract validity period or at the validity date, there will not be allowed for any party to evade the obligations for the state/government and third parties' debts or other obligations which have been stipulated in this contract;
- 14.3 In the case that the contract terminated because of fault of Party "B", this party shall bear responsibilities in accordance with the law and regulations to the damages of environment, such as forest, and Party "B" must restore and rehabilitate the forestry, environment to become same condition as before contract implementation.

ARTICLE 15: PARTIAL INVALIDITY OF THE CONTRACT

If any conditions stated in the articles of this contract are in contradiction with the laws, invalidity or made ineffective, this case will not nullified to the whole contract. It is understood that this contract has validity through the validated articles existed. The purpose of signatory parties in this contract is to agree that any conditions in article considered invalidity or contradiction with the laws, shall not be implemented. However, the other articles shall be still fully remained validity and effectiveness for implementation.

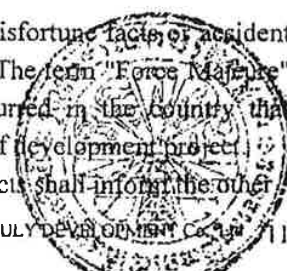
After any judgment to be made as stated in the above, the signatory parties shall promptly negotiate for creation of new terms and conditions or new article to replace those for revalidity by the ways that considered being possible to implement with consistency of original consideration or ideas.

ARTICLE 16: CASES OF FORCE MAJEURE

The failures to fulfill contract obligations of any party shall not be used to benefit compensations to another party in implementing this contract or shall not be regarded as abuse of the contract if the failures resulted from force majeure.

The characteristic of force majeure is referred to occurrences of misfortune facts or accident happened out of control and unmanageable for the party affected. The term "Force Majeure" refers to war, strike, civil unrest, heavy natural calamities occurred in the country that adversely affected to the project operation and/or the continuation of development project. In the case that force majeure occurred, party affected from these facts shall inform the other

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party by written within 14 (fourteen) days. The party affected by force majeure has the duty to convince to the other party for acceptance of the facts and the other party should not reject the proposal or request without appropriate reasons.

In the case that any party of this contract required using the measures of force majeure by reasons of inability to fulfill its obligations within 06 (six) months due to the occurrence of force majeure, each party has the rights to terminate this contract, but this required the party that wishes to terminate the contract to inform by written in advance to other party.

ARTICLE 17: OBLIGATIONS OF CONTRACT SUCCESSOR

The legal successors of both parties shall continue to fulfill obligations stated in this contract.

ARTICLE 18: AMENDMENT

The initiatives to amend any article of this contract shall be possibly made if the written request by any party proposed with mutual agreement by both signatory parties.

ARTICLE 19: PROVISION OF NOTICE

The provision of information or notice to any party shall be made by written in Khmer or English and this shall be signed by a full authorized representative.

The provision of information or notice considered as valid if:

- (a) Other party signed for acceptance the notice/information letter or
- (b) This notice/information letter received, on behalf, by local authority for delivering to other party accepted or
- (c) This notice/information is sent to other party by various means to the address specified in Article 20 which evident of receipt made.

ARTICLE 20: ADDRESS FOR NOTICE DELIVERY

- **Party "A" :**

No. 200, Preah Norodom Blvd, Sangkat Tonle Bassac, Khan Chamkarmon, Phnom Penh, Kingdom of Cambodia.

Telephone No.: 023-726 128 or 023-726 129

Fax No.: (855) 23-217 320

- **Party "B":**

House No. 62A, Prash Norodom Blvd, Sangkat CheyChomnach , Khan Don Penh, Phnom Penh, Cambodia,

Telephone: (855) 12 812 465 and, 016 710 888,

Fax No.: (855)

In the case that the address of any party is changed, that party should inform to the other party at least 30 (thirty) days before address changed.



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ARTICLE 21: EFFECT OF THE CONTRACT

This contract shall be taking into effect from the date of signing the contract.

ARTICLE 22: GOVERNING LAW

This contract shall be governed by the laws and regulations of the Kingdom of Cambodia.

ARTICLE 23: DISPUTES AND RESOLUTION (ARBITRATION)

In case of dispute incurred during the execution of this contract, the two parties shall peacefully resolve the dispute with an understandable manner. In the event that the two parties cannot resolve the dispute within 02 (two) months, the dispute shall be resolved by the court of the Kingdom of Cambodia. The resolution of the dispute could also be possibly made through any international arbitration in accordance with the mutual agreement reached.

ARTICLE 24: LANGUAGES


This contract has been made in Phnom Penh with 11 (eleven) copies in the Khmer versions and 11 (eleven) copies in English versions. Each copy has equal value. In the event of discrepancy, the Khmer language version will be prevailed.

This contract archived at:

- Party "A" 02 copies for both versions
- Party "B" 02 copies for both versions
- Ministry of Economy and Finance 02 copies for both versions
- Council for the Development of Cambodia 02 copies for both versions
- Office of the Council of Ministers 01 copy for both versions
- Ministry of Justice 01 copy for both versions
- Mundulkiri Provincial Office 01 copy for both versions


Made in Phnom Penh, Day 08. Month ...A.O., 2008

Party "A"
 Minister,
 Ministry of Agriculture, Forestry and Fisheries



[Handwritten signature]

Party "B"
 Director,
 Khaou Chuly Development Co, Ltd



[Handwritten signature]
Okha KHAOU PHALLABOTH