

Kingdom of Cambodia
Nation Religion King

The Royal Government of Cambodia
No.51 Kor.Pro.To

Power of Attorney

- Seen the Constitution of Cambodia
- Seen the Royal Decree number Nor.Sar./Ro.Kor.Tor/119872 dated 30 November 1998 about the appointment of the Royal Government of Cambodia
- Seen the Royal Proclamation number 02/Nor.Sar/94 dated 20 July 1994, stipulating the law on the preparation and proceeding of the Council of Ministers.
- Following request of MAFF minister

The Royal Government

The Royal Government of the Kingdom of Cambodia provides plenipotentiary right to His Excellency Chan Sarun, Minister of the Ministry of Agriculture, Forestry and Fishery to sign an agreement between the Royal Government of Cambodia and the Golden Land Development Co., Ltd on the land concession investment of 4,900 ha in Phnom Sroch district, Kampong Speur province, for agro-industry, agriculture plantation and establishment of processing factory.

Phnom Penh, 16 September 2003
Stamped and signed
Hun Sen

**Kingdom of Cambodia
Nation Religion King**

Agreement
About
Investment on Agro-Industrial Plantation

Between

The Ministry of Agriculture Forestry and Fishery
And
Golden Land Development Co, Ltd

This agreement is held between:

The Ministry of Agriculture Forestry and Fishery, represented by His Excellency Minister of MAFF, with address: No. 200 Norodom Boulevard Tel: (855) 23 217 320 account number 010 63220 at the Foreign Trade Bank of Cambodia, hereby called party "A".

With

The Golden Land Development Co, Ltd, with the address number 242, Russian Federation Boulevard, Sangkat Kakab, Khan Dangkor, Phnom Penh. Tel: (855) 23 890307 and Fax: (855) 23 890308, represented by Mr Chang Yi Phine, a Taiwanese national with passport number 134046561, position: company director, account number 9181-50-00135 at the Foreign Trade Bank of Cambodia, hereby called party "B".

Reference: - the investment law of the Kingdom of Cambodia and the amended investment law of the Kingdom of Cambodia.

- Letter of notification number 774 Sar.Cho.Nor dated 17 June 2003 of the Council of Ministers
- Power of Attorney letter number 51 Sar.Proor.To dated 16 September 2003 of the Royal Government of Cambodia

The two parties agreed on the following articles:

Article 1: Subject of agreement

Party A agrees to grant the land concession of 4,900 hectares, which situated in Phnom Srouch district, Kampong Speu province (attached report and map of the working group of MAFF in cooperation with the local authorities) to party B for agro-industrial plantation and processing factory establishment. The land size is stated clearly in the map, as marked with the following coordinates:

A: X 428000 Y: 1244000
B: X 431000 Y: 1244000
C: X 431000 Y: 1242000
D: X 432500 Y: 1240000
E: X 432500 Y: 1231000
F: X 428000 Y: 1231000

The total 4,900 hectares is divided into the following:

- 1.1 The land can be used by party B is not involved with the people who are entitled to the land ownership and the reserved natural land as stated in 1.2 and 1.3 of this article.
- 1.2 The land owned by people shall be detached from the company's land, or the company is able to cooperate with the people for mutual benefit. In case there is abuse on the land concession illegally, party B has the right to complain with the competent authorities.
- 1.3 The cultural heritage such as mountainous land, water basin, forest land and other protected natural areas etc. shall be cut from the company land or remain naturally as it was.
- 1.4 The size of the land stated in 1.1, 1.2, 1.3 the party A and B shall cooperate with the competent authorities to investigate and limit the boundaries the land area within three months after the agreement is signed and shall be cut off or compromise to pay the price of all involved land. The expense on investigation and boundaries marking and compensation to the involved land is the obligation of party B.

Article 2: Duration

- 2.1 This agreement has validity for seventy years (70) starting from the day of signature. The right of control over the land concession shall be handed over at the time when this agreement comes into effect following the effective law. The agreement expiry shall be notified within one year, or the last year of this agreement validity.
- 2.2. Party A has the right to renew the agreement after seventy years (70). Within one year before expiry, party B has the right to renew the agreement on investment, and the continuation of the agreement can only be done in case there is permit from the government following party A request on the base of the previous implementation of party B with discussion and agreement from party A on term for the new agreement.

Article 3: Objective and Consumption program

Objective and Consumption program of the land is the production-exploitation on the basis of technical-economic report and master plan of the company shall comply with points number 7.3 of article 7 with the following points:

- 3.1 Production-Exploitation Objective
 - 3.1.1 Major production: agro-industrial plantation

3.1.2 Agricultural production: planting fruit trees, raising animals (before implementation takes place, it needs agreement and signature on technical matters with department of production and livestock)

3.1.3 The construction: building processing factory

3.2. Program for location consumption: party B shall use the area for six (6) years starting from the day of signature all over the land areas as described in 1.1 of article 1 and involved people's land party B already compromised or pay compensation to the people who entitled to the land on the following year:

Year 1:	600 ha
Year 2:	700 ha
Year 3:	800 ha
Year 4:	900 ha
Year 5:	900 ha
Year 6:	1000 ha

Article 4: Deposit and Rent

4.1. Deposit: Party B shall deposit US\$1 per hectare on the total area of the land as stated in article 1 to guarantee the implementation of the agreement. The deposit shall be paid no later than three months after signing the agreement. This deposit will be reimbursed when party B finished cultivation following article 3 at point 3.2

4.2. Party B shall pay yearly rent over the land following rent over land concession defined by the Royal Government of Cambodia or by the competent authorities. The yearly deposit shall be paid to national budget through the Ministry of Agriculture Forestry and Fishery account by 31 January of the year.

4.3. In case the rent payment is postponed as stated in article 4.2, party B shall be fined two percent monthly over the yearly rent.

4.4. Party B is obliged to pay the state other tax in accordance with effective law of the Royal Government of Cambodia.

Article 5: Transfer, Lease or Agreement Sale

5.1 Party B can transfer to its successor. By law, successor means any personality party B handed over the inheritance to or whom was recognized by law as relatives. Party A shall be notified at least within 6 months before transferring or decision to successor.

5.2. Party B can cooperate with partners under its responsibility before the law and this agreement in the development of production-exploitation on the terms as stated in this agreement.

5.3. In case party B leases or transfer this agreement, party B shall comply with the investment law of the Kingdom of Cambodia and approval from the CDC following party A request.

5.4. To seek capital from local or foreign banks to expand investment, party B has the right to mortgage its plantation and property spent on the land concession to secure a loan.

Article 6: Right and Obligation of party A

Party A has the right and obligation as follows:

6.1 Intervene with relevant authorities to solve problems caused by those who abused party B under the agreement condition and location utilization or confiscation of part of the location.

6.2 Follow up and control over:

- Party B implementation on the agreement
- Environmental impact
- Technical work and production-exploitation program of party B

Article 7. Right and Obligation of party B

Party B has the right and obligation as follows:

7.1 Agree to pay deposit and rent following article 4 of this agreement until the expiry of the agreement.

7.2 Agree to spend on survey and study and compromise on the involved land as stated in 1.4.

7.3 Shall outline management and development plan on the location and submit the plan to party A in 6 months after the agreement signed. The management plan shall include a master plan for the development-strategy program on the utilization of location, other technical and balance of economy-financial planning in the process of the long-term development (processing period until all the land used and postponement period). Party B can start the operation unless the management plan document is approved by party A.

7.4 Has right to recruit labor forces or local technicians for advise or technical training about production-exploitation if it needs, by complying with the law of the law of the Kingdom of Cambodia. If there are no Cambodian technicians, it has right to hire foreign technicians.

7.5 Taking care of living and health of employees, workers and their families, required to build accommodation, hospital, pagoda, school, entertainment for them.

7.6 Implement the production-exploitation work such as forest clearing, road construction, planting and caring – shall respect condition of natural resource sustainability and environmental impact derived from production-exploitation work.

7.7. Prepare the production-exploitation work following plan as stated in technical-economy report and in article 3 and article 7 at point 7.3 of this agreement.

7.8. Has the right to transfer, buying, distribution, product trafficking in and outside the country following principle and effective law.

7.9 Any import of machinery, spare part, chemical substances for consuming the production-exploitation chain in relation with tax payment, is dependent on the Kingdom of Cambodia law.

7.10. All allow party A and other relevant authorities to follow up, manage and assess the the environmental impact. It shall follow instruction of party A and other relevant authorities which involved with the environmental protection.

Article 8: Construction Permit.

8.1 Party B is allowed to build constructions on its location following the effective law of the Kingdom of Cambodia and following the objective as stated in article 3.

8.2 All the infrastructure such as dam, dike, which could affect the surrounding, shall obtain permission from party A or the relevant authorities.

Article 9: Right of Management

All immobile property and infrastructure as well as all achievements created by party B shall under the management by party B until the agreement validity expires.

Article 10: Expiry of Agreement

10.1. Party B has the right to withdraw from the whole project or partly in uncontrollable condition after receiving agreement from party A. The withdrawal or sale of factories materials cargoes ships and other transport facilities and installed materials shall be done following the law.

10.2. If the party B withdraws from the project, it shall take full responsibility before the investment law of the Kingdom of Cambodia.

10.3 If party B fails to start its operation within year after the agreement signed, the royal government has the right to revoke agreement without reason and no compensation is made for any damage. Such suspension means the party B deposit will be confiscated and become the state property.

Article 11: Dispute & Settlement (referee)

11.1 In case the problem occurs upon the implementation of the agreement, the two parties will settle the problem in accordance with right and obligation as mentioned in the agreement.

11.2 In case the two parties cannot find any solution to the dispute within sixty (60) days, the dispute will be submitted to the CDC for reconciliation and compromise.

11.3 In case the CDC still cannot reconcile the conflict within thirty (30) days after receiving a proposal as stated in 11.2 of article 11, the two parties shall go to court of the Kingdom of Cambodia for legal judgment.

Article 12:

If any part of this agreement is considered useless or in effective, the rest part shall be valid in written base on validity approved by law.

Article 13: Governance law

This agreement is under the governance by the Kingdom of Cambodia law.

Article 14: Complete Covenant

This document is totally agreed by the two parties...

Article 15: Forces Majeur

If party B cannot fulfill its obligation in accordance with terms of this agreement... party B shall notifies party A in written. The water Forces Majeur means fire, flood, storm, war, earth quake, upheaval, uprising, rebel, strike, explosive, pandemic of any disease, or any circumstances that go beyond the two part B management.

Article 16: Right over natural resources and heritage

16.1 Before developing the land, party B shall ask permission from party A to cut down, process or transport trees on the land and shall pay royalty to party A on the basis of the forestry law.

16.2. During clearing the land for production-exploitation work if party B finds gem stones, gold or cultural heritages of any race on the land or under the ground shall consider as the state property.

Article 17: Language

This agreement is made in Phnom Penh in Khmer language, 20 copies, and English language, 20 copies. The two languages have the same value Any misinterpretation of the agreement, Khmer language will prevail.

Article 8: The Beginning and the End of agreement

This agreement comes into effect from 05 March 2004 and expires 05 March 2074.

Done in Phnom Penh, 04 March 2004

Party B representative
Golden Land Development Co, Ltd
Stamp (Cambodia Golden Land & Development
Corp. Ltd.
Signed
Chang Yi Fin

Party A representative
MAFF minister
stamped & signed
Chan Sarun.

Documented Place:

- Council of Ministers
- Ministry of 'Economy and Finance
- CDC
- Ministry of Planning
- Ministry of Justice
- Ministry of Land Management, Urbanisation and Construction
- MIME
- MOE
- Kampong Speur provincial hall
- DFW
- Department of ???
- Department of Agro-Industry
- Department of Legislation Agriculture
- Department of Agriculture Forestry and Fishery of Kampong Speur
- Party A
- Party B
- File.