

SUMMARY

Contract on the Investment of the Rubber Plantation between Ministry of Agriculture, Forestry and Fisheries and C.R.C.K Aphivath Caoutchouc Co., Ltd.

Parties in the Agreement

The agreement is made between MR. NGUYEN DUY LING, a nationality of Vietnamese and chairman of the company C.R.C.K Aphivath Caoutchouc Co. Ltd., with the present address's location at #92, Norodom Blvd, Sangkat Chatomuk, Khan Daun Penh (the representative office of Vietnamese Rubber Enterprises Alliance) Cambodia; and H.E. CHAN SARUN, Minister of the Ministry of Agriculture, Forestry and Fisheries located at #200, Norodom Blvd., Phnom Penh, Cambodia; whereby the company's investment request of the rubber plantation is approved for the 70-year land concession.

Size and Geographic Area of the Land in Concession

Located in Sandan commune, Sandan district, Kampong Thom province, the land in subject of the rubber plantation has the total size of 6,044 hectares with the coordinates as below:

No.	Axis X	Coordinate Y	No.	Axis X	Coordinate Y
1	538755	1457469	45	534786	1458002
2	537743	1463436	46	534636	1458192
3	540000	1463436	47	534649	1458305
4	540000	1473000	48	534836	1458355
5	535900	1473000	49	534836	1458542
6	532827	1469695	50	534636	1458766
7	532822	1469662	51	534636	1458841
8	532872	1469712	52	534886	1458729
9	534557	1470489	53	535310	1458720
10	534637	1470569	54	535310	1458953
11	534647	1470738	55	535131	1458953
12	535085	1470455	56	535458	1459304
13	5355268	1470041	57	534072	14593
14	535351	1469799	58	533764	1459308
15	535941	1469391	59	533319	1458653
16	536058	1469246	60	532956	1458398
17	536316	1469019	61	532437	1458344
18	536817	1468504	62	532093	1458533
19	537243	1468236	63	531954	1458663
20	537420	1468167	64	531565	1458914
21	537265	1466789	65	531551	1458912

22	536314	1466793	66	531551	1458297
23	536402	1466669	67	531610	1458002
24	536402	1466570	68	531756	1458002
25	536234	1466496	69	531689	1457940
26	536135	1466229	70	531157	1456965
27	536152	1465030	71	531046	1455190
28	535961	1463765	72	531556	1455058
29	536292	1462469	73	531579	1455744
30	536562	1460624	74	532155	1456011
31	536877	1459567	75	532643	1455701
32	536930	1458593	76	533197	1455678
33	536893	1458564	77	533553	1457068
34	536816	1458556	78	533952	1457830
35	536862	1458537	79	535105	1457919
36	536980	1458439	80	535127	1456669
37	536690	1458232	81	536924	1455834
38	536690	1458425	82	538588	145811
39	536533	1458526	83	539231	1456322
40	536381	1458510	84	539364	1456876
41	535852	1458747	85	539674	1457076
42	535310	1458629	86	540000	1457098
43	535297	1458355	87	539968	1457469
44	535160	1458002			

Purposes and Planning Programs

The land area will be used primarily for the rubber plantation and other accessory plantation for land cover, as well as the construction of the rubber proceeding factory and its annex serving the primary production. The company is committed to use this land with the following planning:

- Year One: 1,000 hectares
- Year Two: 2,000 hectares
- Year Three: 3,044 hectares.

Deposit and Leasing Fees

To guarantee the implementation of the concerned contract, Party B (Company) is obliged to pay the deposit fees of US\$ 10 per hectares into the bank account of Party A (Ministry) at the National Bank of Cambodia. Failing to pay the deposit fees leads to the abrogation of the contract.

A fee rate for the concession land is set by the Royal Government of Cambodia or the competent institutions, according to a notification No. 803 dated 31st May 2000. This rate is subject to the review in every five years. The concession fees are paid into the state revenues

through the bank account 0102.35-1211T023 at the National Bank of Cambodia, before 31st January of each calendar year.

Rights and Duties of Party A (The Ministry)

Party A has rights to monitor the implementation of the contract by Party B, technical conditions of the plantation for increasing yields, and quality and quantity of the products, and decide on delaying, the suspension and termination of the contract.

Party A has duties to intervene with all the relevant institutions in solving problems and incidents in which perpetrators abuse the rights of Part B in the implementation of the contract, and operation activities over the concession land area.

Rights and Duties of Party B (The Company)

Party B has duties to pay deposit money, leasing fees and tax, prepare the master planning for management and development planning of the area and implement the land use planning, give rights to mining feasibility studies and research in the overlap area, and guarantee the local people of their access to the benefits of this investment project, especially the construction of the infrastructure and other facilities such as schools, health centers and job opportunities. The recruitment of the domestic work forces is prioritized whereas the laborer's livelihood is taken care.

The rights of Part B include the transfer of the rights to the heirs, investment partnership on the concession land, a request for the adjustment to the master plan, and the collateral on the rights to the concession land for the implementation of the investment project and loans.

Suspension and Termination of the Contract

The contract is subject to a suspension, partly or entirely, in the following cases:

- Failure to the implementation of the contract, master plan or environmental and social impact assessment reports;
- Disputes in rights over the concession with the local people or any third party;
- Legal activities of the mining extraction or exploration.

One of the following circumstances or situations may lead to the termination of the contract:

- End of the contract terms;
- Agreement between parties;
- Unilateral withdrawal of the concession rights by Party A in the prescribed conditions;
- Decisions by the courts of law on the contract termination over the concession land.

Forces of the Contract

The contract is signed on May 5th, 2010. It takes forces as a binding agreement from the date of the signature.