

KINGDOM OF CAMBODIA
NATION RELIGION KING



CONTRACT
ON
THE CONTRACT AMENDMENT Dated 29 January, 2010
BETWEEN
THE MINISTRY OF AGRICULTURE FORESTRY AND FISHERIES
AND
CHHUN HONG RUBBER BETTER Co., Ltd



- Reference to the contract dated 29 January, 2010 between The Royal Government of Cambodia and CHHUN HONG RUBBER BETTER Co., Ltd on the investment development plan on agro-industrial and Rubber plantation in Sambour District, Kratie Province,
- In accordance with article 18 of the contract dated 29 January, 2010 between The Royal Government of Cambodia and CHHUN HONG RUBBER BETTER Co., Ltd on the investment development plan on agro-industrial and Rubber plantation in Sambour District, Kratie Province,
- Reference to the land certificate of the Ministry of Agriculture, Forestry and Fishery an for economic land concession purpose to CHHUN HONG RUBBER BETTER Co., Ltd with thirty one pieces,
- Reference to the letter No 117 សំណុំ ៣៣ dated 29 January, 2016 of the Office of Council for Ministers,

The two parties have agreed as follows:

ARTICLE 1: To revise 1.1 in article 1 of the revised contract on the original contract dated 29 January, 2010 as the new article 1 with the meaning as "subject to this contract "Party A" agrees to grant economic concession land with the total area of 7,763.89 hectares which was registered land and it locates in Sambour District, Kratie Province to "Party B" hold and run business on agro-industrial crop (Rubber Plantation). This land size is clearly certified on the map and in the list of ordinate, it is from now on called "location" having land certificate attached as annex to this contract".

ARTICLE 2: In the mandate of this contract with adding the contents of article as stated in the contract, The "Party B" shall have obligations as follow:

- 2.1- "Party B" shall develop a master plan in accordance with the land size said in new article 1 not later than 3 months upon the revised contract shall be signed. The new land use shall be applied in accordance with the master plan which consists of: location use, various technical application, and the economic and financing plan in the process of the investment

development. "Party B" is able to start while the master plan shall be prior approval from "Party A".

- 2.2- For effectiveness of the investment in area of economic concession land, and to ensure management, monitoring and evaluation, "Party B" shall develop annual work plan. This plan shall be submitted to the Ministry of Agriculture, Forestry, and Fisheries prior to 30 days of the requested date of land clearance for planting in the following sub-area.

ARTICLE 3: Duration

To revise the article 4 of the previous contract dated 29 January, 2010 as the new article 3 with the meaning as follows:

- 3.1- The validation of this contract is 50 years from the date of signing on the original contract dated 29 January, 2010. The announcement on the expiration of the contract shall be provided 1 year before or at the end year of the contract.
- 3.2- "Party B" has the right to request for continuation of the contract after 50 years. Duration of 1 year, before expiration of the contract, "Party B" is able to request for continuation of investment. This contract continuation shall be made in the event of having principle permit from the Royal Government of Cambodia followed by the request from "Party A" and referred to the past investment of "Party B", the favor of economic land concession site, social and economic benefits, and discussion and agreement from "Party A" on the condition of the new contract. In the event of not request for continuation of the contract, "Party A" has the right to provide the contract to other parties.

ARTICLE 4: Transferring

To revise the article 10 of the previous contract dated 29 January, 2010 as the new article 4 with the meaning as follows:

The "Party B" can not transfer this contract to the third party, except having authorization by the Government but "Party B" can cooperate with legal entities or legal person based on laws and regulations in force. However "Party B" shall request permission in advance from "Party A".

ARTICLE 5: Address For Notice Delivery

To revise the article 20 of the previous contract dated 29 January, 2010 as the new article 5 with the meaning as follows:

- "Party A": To remains the same of the original contract dated 29 January, 2010.
- "Party B":

Decastle TK83, Street 315, Beung Kok II Commune, Tuol Kok District, Phnom Penh, Kingdom of Cambodia.

Telephone No.: (855) 23 987 028

Fax: 023 987 018

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

ARTICLE 6: "Party B" shall bear responsibility on the management and protection of road area, canal, stream, and mountain which located in the removed economic concession area of company for reserve as the state public land.

ARTICLE 7: Besides, the other articles of the contract dated 29 January, 2010 remains validation. 9

ARTICLE 8: Both Parties shall bear responsibility for implementation of the contract dated 29 January, 2010 and this revised contract shall be taken into effect from the date of signing. *[Signature]*

Made in Phnom Penh, Date: *13 September 2017*

Party "A"

Party "B"

Ministry of Agriculture, Forestry and Fisheries

CHHUN HONG RUBBER BETTER Co., Ltd

Minister

Director



[Handwritten signature of Veng Sakhon]

VENG SAKHON



[Handwritten signature of Zhong Weikun]

ZHONG WEIKUN

CC:

- Office of the Council of Ministers
- Ministry of Economy and Finance
- Council for the development of Cambodia
- Ministry of Justice
- Kratie Provincial Hall
- Forestry Administration
- General Directorate of Agriculture
- Department of Planning and Statistics
- Department of Agro-Industry
- Kratie Provincial Department of Agriculture, Forestry and Fisheries
- Party "A"
- Party "B"
- Archives-Records