

**MUSANG KING DURIAN TREE PURCHASE
AND PLOT LAND RIGHT OF USE AGREEMENT**

AGREEMENT NO:

THIS AGREEMENT is made on:

BETWEEN:

- 1) **AGROFORESTRY GROUP LIMITED** (Company Registration No. 2186793), a company incorporated in Hong Kong and having its registered address at Unit 914, 9th Floor, Houston Centre, No 63 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong (the **"Seller"**), and
- 2) **THE PARTY** whose name and particulars are set out in Schedule 1 (the **"Purchaser"**).

(Each a "Party" and together, the "Parties")

WHEREAS:

- A. The Seller has an exclusive rights of use over the land as set out in Schedule 2 (the **"Plantation Land"**) by virtue of an agreement entered between the Seller and the lease holder of the Plantation Land which allows the Seller to, among others, to plan and cultivate trees on the Plantation Land and assigned such rights to any other party.
- B. The Seller is also the owner of all the durian trees specifically the Musang King Durian trees and other trees already planted and growing on the Plantation Land or nursery as at the date of this Agreement and has sub-divided the Plantation Land into smaller land parcels (the **"Plot Lands"**).
- C. The Purchaser is desirous to purchase the number of Musang King Durian trees that is set out in Schedule 2 herein (the **"Trees"**) which are already planted / to be planted and growing as of the date of this Agreement on the plot number in the Plantation Land as set out in Schedule 2 (the **"Plot"**) and to acquire the rights over the Plot (the **"Plot Land Right of Use"**), subject to the terms and conditions set out in this Agreement.
- D. The Seller has established a trust account with a registered Trust Company known as MY Premier Trustee (Malaysia) Berhad (Company no: 719395-T) (the **"Trustee"**) to act as custodian to receive payments made by the Purchaser to the Seller for the acquisition of Trees and the Plot Land Right to Use.

NOW THE PARTIES MUTUALLY AGREE as follows:

1. Trees and Plot Land

1.1 As of the date of this Agreement and by this Agreement the Seller shall provide the Purchaser with the number of Trees as set out in Schedule 2 herein (the "**Trees**") and the Plot Land Right of Use, subject to the terms and conditions set out in this Agreement.

2. Acquisition Cost

2.1 The agreed consideration for the acquisition of the Trees and the Plot Land Right of Use (the "**Acquisition Cost**") shall be the amount as set out in Schedule 3.

2.2 Unless otherwise agreed between the Purchaser and Seller, the Acquisition Cost shall be paid in full upon the execution of this Agreement.

2.3 The payment of the Acquisition Cost shall be made in favour of the Trustee, details of which are set out in Schedule 3 and the acceptable proof of payment to the Trustee shall be deemed to be evidence to discharge Purchaser's obligation to effect payment of the Acquisition Cost.

2.4 The Purchaser acknowledges and agrees that upon receipt of payment of the Acquisition Cost by the Trustee or the Seller, the Acquisition Cost shall not be refunded (whether in whole or in part) to the Purchaser under any circumstances whatsoever.

3. Term of Plot Land Right of Use and Renewals

3.1 The duration of the Plot Land Right of Use shall be for the period as set out in Schedule 3 commencing from the date of this Agreement (the "**Term**") unless terminated earlier in accordance to Clause 3.5 or Clause 3.6 of this Agreement and parties acknowledge upon the expiry of the Term, that there shall be no option to renew the Term of this Agreement.

3.2 The Seller has communicated to the Purchaser who acknowledges his awareness that the Plot and Plot Land Right of Use shall only be for the purpose of maintaining and harvesting of the Trees.

- 3.3 The Purchaser acknowledges and agree that the Plot Lands (including the Plot) are created subject to any conditions, term, period, rights, easements, restrictions, rights of way, covenants, securitisation, encumbrances, charges, impositions, other matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or governing the Plantation Land or that may affect and govern the Plot Lands after the execution of this Agreement, and all matters that may be disclosed by inspection or survey.
- 3.4 Subject to the terms and conditions in this Agreement, during the Term, the Seller acknowledges and agree that the Purchaser has the full rights over the Plot to maintain and harvest the Trees and the Purchaser also has the full rights to appoint a third party to maintain and/or harvest the Trees.
- 3.5 The Seller has the right to terminate this Agreement immediately if the Purchaser breached any of its obligations and/or covenants under this Agreement. Upon such termination this Agreement shall be of no further effect and neither party hereto shall have any further claims, actions or proceedings against the other in respect of or arising out of this Agreement.
- 3.6 If for any reason whatsoever the Seller enters into an amalgamation, reconstruction, restructuring exercise or liquidation whether compulsory or voluntary, the Seller shall on best effort basis ensures that the rights of the Purchaser hereby granted shall remain intact and any successor-in-title to the Purchaser's rights of ownership in respect of the Plantation Land and, more particularly, the Plot, shall recognise the rights of the Purchaser granted in this Agreement.
- 3.7 The Purchaser acknowledges and agrees that at the end of the Term or early termination of this Agreement pursuant to Clause 3.6 or Clause 3.7, the Purchaser is required to surrender vacant possession of the Plot immediately to the Seller, without any compensation payable to the Purchaser. For clarification purpose, upon the surrender of the Plot to the Seller, Purchaser relinquish all rights he has over the Trees and the Durians on the Plot including but not limited to any future revenue derives from the Trees and the Durians.

4. Seller's Representation

4.1 The Seller hereby represents and warrants that-

- (a) as at the date of this Agreement there is no known outstanding claim, demand or liabilities of any kind whatsoever whether arising by statute or otherwise in respect of the Plantation Land;
- (b) the Seller is the legal and beneficial leaseholder of the Plantation Land and the Seller has the right to enter into this Agreement and to give effect thereto;
- (c) as long as the Purchaser has complied with all statutory and legal requirements, the Seller shall at its own discretion use reasonable endeavour to procure the assistance and co-operation of all relevant authorities to facilitate the carrying out and development maintaining and harvesting the Trees and such other crops planted on the Plot undertaken by the Purchaser;
- (d) the Plot is suitable for planting the Trees and as at the date of this Agreement the Trees are healthy and free from disease.

5. Seller's Obligations

5.1 The Seller hereby covenants with the Purchaser, as long as this Agreement is enforced:

- (a) that upon the Purchaser paying the Acquisition Cost and observing the stipulations on the Purchaser's part herein contained, the Purchaser shall during the Term enjoy peacefully the Plot Land Right of Use without interruption by the Seller;
- (b) to permit the Purchaser and Purchaser's agents, tenants, servants, workmen, visitors and licensees and all other person having the right with or without transport (the "**Authorised Agents**") at all times hereafter by day during the hours between 7.00 a.m. and 7.00 p.m. for the duration of the Term, full and free right of access to and from the Plot and through the private roads and tracks on the Plantation Land as may be necessary or convenient for the purpose of the maintaining and harvesting the Trees and such other crops planted on the Plot only provided always the Purchaser and/or the Authorised Agents do not act and/or conduct in any way that affect, jeopardise and/or disturb any other trees, fixtures and/or fittings that are on the Plantation Land; and
- (c) not to create any licenses, assignments, concessions, interest or right in any manner whatsoever or enter any similar arrangement in respect of the Plot with any other party.

6. Purchaser's Obligations

6.1 The Purchaser covenants with the Seller, as long as this Agreement is enforced:

- (a) to use the Plot only for the purpose of maintaining and harvesting of the Trees and such other crops planted on the Plot;
- (b) to comply with the requirement of the relevant authority in respect of maintaining and harvesting of the Trees and such other crops planted on the Plot;
- (c) not to do anything or omit to do the necessary that may unfavourably affect the trees and such other crops planted in the Plantation Land;
- (d) not to assign or sublet or part with the possession of the Plot or any part thereof without the consent in writing of the Seller;
- (e) not to encumber the Plot by any means whatsoever including using the Plot to secure any financing facilities or registering any caveats or leasehold instrument whether it has the effect of encumbering the Plot or the Plantation Land or otherwise;
- (f) to do everything and make every effort to ensure that the Plot shall be free from any encumbrances;
- (g) not to dig, take away nor sell any stone, gravel, earth, sand, clay, turf or peat from the Plot without the prior written consent of the Seller save and except for such activities required by the Purchaser to clear and prepare the said Plot or any part thereof for maintaining and harvesting of the Trees and such other crops planted on the Plot;
- (h) not to abuse and to ensure that the Authorised Agents do not abuse the right granted herein by the Seller for full and free right of access to and from the Plot and through the private roads and tracks on the Plantation Land;
- (i) to permit Seller and Seller's agents, employees, and personal representatives to enter into and upon the Plot at all reasonable times for the purpose of inspecting the Plot or for the purpose of maintaining or making repairs or alterations to the improvements of the Plot; and
- (j) that on the expiration of the Term or earlier termination of the Plot Land Right of Use for any reason, to surrender the vacant possession of the Plot and as such all plants, buildings infrastructures and additional facilities on the said Plot shall be handed over to the Seller without payment, costs, compensation or damages whatsoever by or to the Seller.

7. Undertaking to Give Effect to this Agreement

7.1 The Parties shall execute all such deeds and do all such acts and things as may be reasonably required to give full effect to the terms and conditions of this Agreement.

8. Knowledge or Acquiescence

8.1 Knowledge or acquiescence by either Party of any breach of any of the terms, conditions or covenants herein contained shall not operate as or be deemed to be a waiver of such terms, conditions or covenants or any of them and notwithstanding such knowledge or acquiescence, each party shall be entitled to exercise its respective rights under this Agreement and to require strict performance by the other of the terms, conditions and covenants herein.

8.2 No single or partial exercise of any party shall preclude any other or further exercise thereof or the exercise of any other right power or privilege by any party shall preclude any other or further exercise thereof or the exercise of any other right power or privilege.

9. Notice

9.1 Any notice or communication under or in connection with this Agreement shall be in writing in the English Language and shall be delivered personally, or by post to the addresses given in this Agreement or at such other address as the recipient may have notified to the other parties in writing, or sent by electronic communications. Proof of posting or dispatch of any notice or communication to the Purchaser shall be deemed to be proof of receipt.

10. Confidentiality

10.1 Each Party undertake not to reveal to any person or company any information concerning the business finances transaction or affairs of the other Party or any of its subsidiaries (if any) which may come to its knowledge and shall keep with complete secrecy all confidential information in any manner which may injure or cause loss either directly and indirectly to the other Party or its business.

11. Entire Agreement

11.1 This Agreement sets forth the entire Agreement and understanding between the Parties and supersedes and cancels all previous Agreements, discussions and negotiations whether oral or written made prior to the date of this Agreement and it is hereby declared that no modification, amendment or waiver of any provision of this Agreement

shall be effective unless made by mutual consent and made in writing by way of supplementary agreement specifically referring to this Agreement and duly signed by the parties.

- 11.2 This Agreement shall be binding upon the respective permitted assigns and successors in title of the Parties and shall be governed by and construed in accordance with the laws of Malaysia.
- 11.3 Any payment made by the Purchaser subject to this agreement, the purchase price shall not be refunded (whether in whole or in part) under any circumstances whatsoever, without any legal and binding court order and/or injunction involving all parties of this agreement within the proper jurisdictions of the matter and only if deemed that any provision of this agreement is held by the court to be invalid or unenforceable.

12. Arbitration

- 12.1 The parties agree that any dispute arising out of or in connection with this Agreement, including any question regarding the existence, validity or termination of this Agreement, shall be referred to and finally resolved by arbitration under the Asian International Arbitration Centre (the "**AIAC**").
- 12.2 The place of arbitration shall be in Malaysia, and the English language shall be used throughout the arbitral proceedings.
- 12.3 Such arbitration shall be conducted in accordance with the arbitration rules of the AIAC (the "**AIAC Arbitration Rules**") for the time being in force, which AIAC Arbitration Rules are deemed to be incorporated by reference into this Clause 12 except as such AIAC Arbitration Rules conflict with the provisions of this Clause 12, in which event the provisions of this Clause 12 shall prevail.
- 12.4 Any arbitration commenced pursuant to this Clause 12 shall be conducted by one (1) arbitrator nominated jointly by the parties, or failing such joint nomination, by the Chairman for the time being of the AIAC.
- 12.5 The parties agree that any arbitration award made pursuant to any arbitration commenced pursuant to this Clause 12 may be enforced by the relevant party against assets of the other party wherever those assets are located or may be found, and a judgment upon any such arbitration award may be entered into by any court of competent jurisdiction thereof and for this purpose, the parties expressly submit to the jurisdiction of any such court.

13. Miscellaneous

- 13.1 Nothing contained or implied in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or similar relationship between the Parties.
- 13.2 Neither party shall be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control (the “**Force Majeure**”) which shall be deemed to include, but not be limited to the following: act of God if declared a natural disaster, tsunami, volcano eruption, war, civil commotion, sabotage, explosion, accident, embargo, judicial judgments or laws provided that the party claiming Force Majeure shall promptly notify the other party of the nature of the delay and the action being taken to remedy the delay. Except for acts caused by the Seller’s negligence or wilful default, the Seller shall not be liable for action taken or omitted by it under or in connection with this Agreement in good faith.
- 13.3 The Purchaser acknowledges and agrees that this Agreement requires them to provide certain personal data in relation to or in connection with the Trees, Plantation Land and Plot Land. The Seller agrees to keep the Purchaser’s data private and secure and will not under any circumstances share it with any third unless legally required to do so.

----- End of Agreement -----

SCHEDULE 1 - The Purchaser(s)

Purchaser 1:

Nationality:

NRIC / Passport No.:

Purchaser 2:

Nationality:

NRIC / Passport No.:

Correspondence Address:

Mobile No.:

Email Address:

SCHEDULE 2 - The Plantation & Trees

Plantation Address: GM 73 Lot 163 Mukim Sedenak, District of Kulai, Johor, Malaysia

Plot Number(s):

Number of Musang King Durian Trees Purchased: X Trees in total

GPS Coordinates: 1°45'50.0"N, 103°37'11.0"E

SCHEDULE 3 - Acquisition Cost

Acquisition Cost of Trees: MYR / USD

Term: Twenty (20) years commencing from the date of this Agreement

SCHEDULE 4 - Transfer Fee

The Tree owner has the right to transfer or assign their trees to a third party.

SCHEDULE 5 – Tree Package Plantation Tour

Conditions: On completion of purchase of 5 trees the following trip will be made available

Free Plantation Tour in Malaysia:

- Flights to Johor (2 Pax)
- 2 Nights Hotel at Johor
- All Transfers in Johor (2 Pax)
- Deluxe Plantation Tour

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IN WITNESS WHEREOF this Agreement has been entered into on the date stated on page 1 of this agreement.

THE SELLER

Signed by Paul Martin: _____

for and on behalf of
AGROFORESTRY GROUP LIMITED

THE PURCHASER

Purchaser (1) Signature: _____

Purchaser (2) Signature: _____