

ILLEGAL OCCUPIERS / GROWERS AGREEMENT TERM SHEET

合约条款表

Contracting Parties & RPDR-PKPP's Role

Revised (12/8/2020)

合约缔约方和RPDR-PKPP公司的角色

Contracting Parties 合约缔约方	RPDR-PKPP's Role RPDR-PKPP公司的角色
1. The Growers (being the illegal planters) 农民(非法种植者) 2. RPDR – PKPP (being the Legalisation SPV) RPDR-PKPP公司 (种植地合法化的特殊目的公司) 3. RPD Export SB (being the designated trading entity) RPD出口有限公司 (指定的贸易公司)	1. Issue land use rights permits or land subleases to the Growers 给予农民土地使用权许可证或土地租赁 2. To obtain & renew Malaysian Good Agriculture Practices (MyGAP) certifications for the Growers' farms 帮助农民获得和更新马来西亚农业局所颁发的良好农业规范 (MyGAP) 证书 3. To purchase all durian produce from Growers at pre-determined Gross and Net Ex-Farm Price 以预先制定的果园总价和果园净价向农民收购所有榴莲收成 4. Only the first 2,000 kg/acre Grade A MK (with Grade B MK substitution and other cultivars in descending order of priority) annually are subjected to LEVY 每年只有每英亩地首两千公斤的Grade A猫山王榴莲需付税 (如有需要, 可由Grade B猫山王榴莲或其他品种按先后顺序来替代)

Durian Producing Acreage 有榴蓮收成的果园

Revised (12/8/2020)

Durian Cultivar 榴蓮品种	Net Ex-Farm Price (RM) 果园净价 2021 & 2022
Grade A MK	RM30/kg (+) Levy @ RM10/kg RM30/kg (+) 合法化税款 RM10/kg
Grade B MK	RM18/kg (+) Levy @ RM3/kg RM18/kg (+) 合法化税款 RM3/kg
Grade A D24 & IOI	RM11/kg (or) RM12/kg – refer to Scenarios A → D RM11/kg (或) RM12/kg – 请参阅说明A→D

Price Range 2023 – 2029 2023 – 2029 年的价格范围

Grade A MK	Between RM30/kg -> RM35/kg (+) Levy @ RM10/kg ✓
Grade B MK	Between RM17/kg -> RM20/kg (+) Levy @ RM3/kg

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Revised (12/8/2020)

PAYMENT TO FARMERS 付款方式

- Once a week on Wednesday (for preceding Monday → Sunday period)
每周一次, 每逢星期三 (支付上星期一至日的款项)
- By way of telegraphic transfer or cheque. Growers must designate a bank account.

以电子汇款或支票的方式。农民必须提供一个指定的银行账户。



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Calculation of the required tonnage is based on 30-durian tree/acre 供应量的计算以每英亩地三十棵榴莲树为基础

EXAMPLE:

例子:

Steps	Description	Amount 数量	Unit 单位
1	Actual survey Acreage 实际考察面积	50	acres 英亩
2	Number of durian tree count 榴莲树	1,250	trees 棵
3	Effective acreage for <u>levy calculation</u> (1,250 ÷ 30) 有效面积	42	acres 英亩
4	Required tonnage for Grade A MK (42 x 2,000kg) 每年需供应的Grade A猫山王榴莲	84,000	kg 公斤

Notes

- 1 Effective acreage is based on 30-tree/acre.
- 2 Yield is based on 2000 kg/acre.

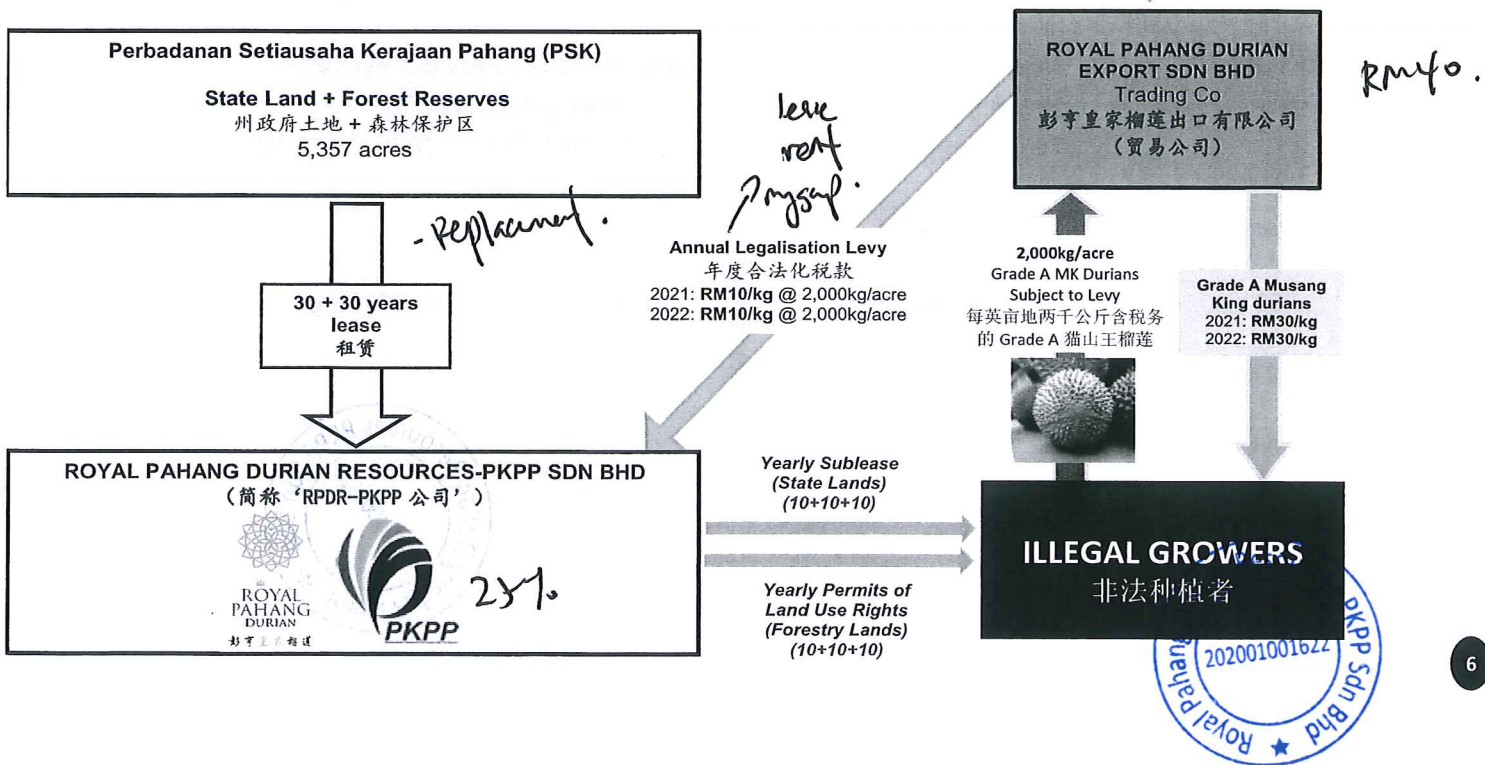
备注

- 1有效面积以每英亩地三十棵榴莲树为基础。
- 2产量以每英亩地两千公斤为基础。

ILLEGAL OCCUPIERS / GROWERS AGREEMENT TERM SHEET 合约条款表

illegal = 30%

LEGALISATION SCHEME PROCESS FLOW 合法化流程



(A) Fulfil 2,000kg/acre Grade A Musang King 可满足供应每英亩地两千公斤的优质猫山王榴莲

	Example A 例子1	Price (RM) 价格 1 st Jan → 31 Dec 1月1日至12月31日	Adjustment to pay back Grower by 1 st week of January 2022 在2022年1月的第一个星期支付农民 差价
Grade A MK	2,200 kg	RM30/kg	200-kg (x) RM10/kg
Grade B MK	800 kg	RM18/kg	800-kg (x) RM3/kg
Grade A D24	200 kg	RM12/kg	
Grade A IOI	200 kg		

If Grade A commitment can be achieved early by end-October, RPD Export will consider earlier adjustment.
如果农民可在10月尾或以前达到优质猫山王榴莲的供应量，RPD出口有限公司将考虑提早调价。

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(B) Fulfil, Grade A MK shortfall, Grade B MK substitute 满足，优质猫山王榴莲不够，以一般猫山王榴莲替代

	Example B 例子2	Price (RM) 价格 1 st Jan → 31 Dec 1月1日至12月31日	Adjustment to pay back Grower by 1 st week of January 2022 在2022年1月的第一个星期支付农民 差价
Grade A MK	1,700 kg	RM30/kg	
Grade B MK	1,300 kg	RM18/kg	[1,300 (-) 600] = 700kg x RM3/kg
Grade A D24	200 kg	RM12/kg	
Grade A IOI	200 kg		



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(C) More than 50% but not fulfil Grade A MK

可供应多过50%的优质猫山王榴莲但不能满足基本供应量的要求 (2000kg/acre)

	Example C 例子3	Price (RM) 价格 1 st Jan → 31 Dec 1月1日至12月31日	
Grade A MK	1,500 kg	RM30/kg	Shortfall but No penalty 供应不足但没有罚款
Grade B MK	600 kg	RM18/kg	Shortfall but No penalty 供应不足但没有罚款
Grade A D24	200 kg	RM12/kg	
Grade A IOI	200 kg		

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(D) Less than 50% (< 1,000kg/acre) Grade A MK

无法供应至少50%的优质猫山王榴莲 (每英亩地少于一千公斤)

	Example D 例子4	Price (RM) 价格 1 st Jan → 31 Dec 1月1日至12月31日	
Grade A MK	700 kg	RM30/kg	Shortfall but No penalty 供应不足但没有罚款
Grade B MK	300 kg	RM18/kg	Shortfall but No penalty 供应不足但没有罚款
Grade A D24	1000 kg	RM11/kg	Shortfall but No penalty 供应不足但没有罚款
Grade A IOI	1000 kg		

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Durian Acreage 榴蓮种植地

Revised (12/8/2020)

- (In 2020 only) Durian Producing Acreage = Lump Sum RM6000/acre (based on 30-mature durian tree/acre)
Mature Durian Trees is defined as 10-year old and beyond durian trees.

(2020年而已) 有榴蓮收成的果园 = 每英亩地六千令吉 (每英亩30棵成熟榴蓮树)
10年或以上的榴蓮树为之成熟的榴蓮树。

- 3 installment split Equal Payment on 1st Sept, 1st Dec 2020 and 1st March 2021.

分三次付款: 2020年9月1日, 2020年12月1日和2021年3月1日。

- Growers can sell all durian to anyone for 2020 only.

农民可将截至2020年为止的所有榴蓮收成卖给任何人。

- (In 2021 & 2022) Durian Producing Acreage = Refer Slide 3&4.

(2021和2022年) 有榴蓮收成的果园 = 请参阅第三和四页。

- Growers must sell all durian produce from farm to RPD Export and deliver to designated collectors centers.

农民必需将果园的所有榴蓮收成卖给RPD出口有限公司并运送到指定的收集中心。

- Immature Durian Trees Acreage = RM500/acre/year (Tenure to be decided based on age of 9-years onwards (or) date of planting – 9-years onwards from seed planting.)

未成熟榴蓮树的土地 = 每年每英亩地五百令吉 (租期按树龄或种子种植日期决定 (第10年起提供榴蓮))

- Grafting on old trees = tenure will be based on year 5 onwards.

老树嫁接 = 租期为5年

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Non-Durian and Vacant Acreage 非榴蓮种植地和空地

Revised (12/8/2020)

- 1) First 3-years = RM500/acre/year.

首三年 = 每年每英亩地五百令吉

- 2) Next 6 years = RM300/acre/year, IF

后续六年 = 每年每英亩地三百令吉, 如果

- ✓ Fully planted with durian with > 70% are premium cultivars within 3 years of Agreement date.

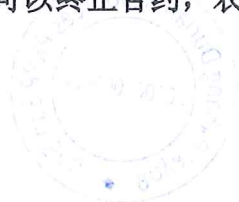
签署合约日起的三年内完成全面积榴蓮种植, 至少70%优质品种。

- 3) Beginning Year 10 (year 2029) onwards, the scheme (2,000kg/acre Grade A MK) applies.

在第十年 (2029年) 起, 遵循有榴蓮产量果园的条款与条件 (供应每英亩地两千公斤的Grade A猫山王榴蓮)。

- 4) RPDR-PKPP can terminate the Agreement and Growers are to vacate the site IF the above (2) are not met and no durian planting commenced after 1 year of Agreement date.

农民在无法达到上述的第二项, 以及没有在签署合约日起的一年内开始任何的榴蓮种植的情况下, RPDR-PKPP公司可以终止合约, 农民也必需离开种植地。



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ONE-OFF FEES PAYABLE BY FARMERS

农民必须支付的一次性费用

Revised (12/8/2020)

1) Earnest Sum (As required by State Authorities) 支付给有关当局的保证金

- (a) RM1,000 PER ACRE for registration 13th July 2020 – 12th Aug 2020; OR
在2020年7月13日至2020年8月12日之间注册，保证金为每英亩地一千令吉；或
- (a) RM2,000 PER ACRE for registration 13th Aug 2020 – 24th August 2020.
在2020年8月13日至2020年8月24日之间注册，保证金为每英亩地两千令吉。

*Earnest Sum based initially on 30-durian trees/acres. Upon final survey and determination of actual acreage, the Earnest Sum to be adjusted.

*保证金先按每英亩地三十棵榴莲树计算。根据考察结果决定实际面积和调整保证金额。

**For non-durian plantings, Earnest Sum to be based on final surveyed acreage.

**非榴莲种植土地的保证金额将按最终的考察面积计算。

2) Land Survey Fee (Based on actual surveyed area) 土地勘察费 (按实际考察面积计算)

3) Legal Fees (RM1500 PER AGREEMENT) 法务费一千五百令吉

No. 2 + No. 3 are paid to Surveyor + Lawyers with RPDR-PKPP facilitating collection.
RPDR-PKPP公司将协助以上第二和三项支付给土地勘察员和律师的费用收集。

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RAUB AREA - LEGALISATION PROGRAMME
DEMARCATION & BOUNDARY SURVEY

Revised (12/8/2020)

	RATE	LAND SIZE (ACRES)						
		< 13 acres	< 25 acres	< 50 acres	< 75 acres	< 100 acres	< 125 acres	> 125 acres
A	PREPARATION OF PRE-COMP PLAN (FOR LAND USE RIGHTS)							
1	Information search							
2	Preparation of pre-comp plan	RM 3,000 / site	RM 3,000 / site	RM 3,000 / site	RM 3,000 / site	RM 3,000 / site	RM 3,000 / site	RM 3,000 / site
3	Printing for Submission							
B	DEMARCATION SURVEY							Add RM100 /acre
1	Preparation of work & Mobilisation	RM 2,600 / site	RM 2,600 / site	RM 2,600 / site	RM 2,600 / site	RM 2,600 / site	RM 2,600 / site	RM 2,600 / site
2	Planimetric control	RM 7 / meter	RM 7,000	RM 9,100	RM 12,600	RM 15,400	RM 18,200	RM 20,300
3	Establishment of boundary marks & plant boundary stones	RM 500 / nos	RM 2,500	RM 3,500	RM 4,500	RM 5,500	RM 6,500	RM 15,000
4	Other charges		RM 2,350	RM 11,200	RM 13,780	RM 14,900	RM 16,980	RM 17,050
	TOTAL :-		RM 17,450	RM 29,400	RM 36,480	RM 41,400	RM 47,280	RM 57,950
	COST PER ACRE :-		RM 1,342.31	RM 1,176.00	RM 729.60	RM 552.00	RM 472.80	RM 463.60
C	DISCOUNT							
	:- 40%		RM 10,470.00	RM 17,640	RM 21,888	RM 24,840		
	:- 45%						RM 26,004	RM 31,872.50
	DISCOUNTED COST PER ACRE :-		RM 805.38	RM 705.60	RM 437.76	RM 331.20	RM 283.68	RM 278.16
	PROPOSED FEE PER ACRE CHARGEABLE TO FARMERS :		RM800	RM700	RM420	RM320	RM280	RM260

STANDARD SCOPE FOR SURVEYOR :

- 1) Establish & confirm illegal farm boundaries
- 2) Demarcation & boundary survey
- 3) Establish each farm total acreage
- 4) Tree census including establishing durian tree count of each cultivars
- 5) Establish the no. of durian producing & non-producing trees
- 6) Estimate sizes of producing & non-producing acreage
- 7) For farm involving other cultivation, establish the areas involved for each type of cultivation
- 8) Any other relevant info



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Dispute Resolution Committee

纠纷调解委员会

Revised (12/8/2020)

Members 成员	No. 位	Role 角色
Representative nominated by RPDR-PKPP RPDR-PKPP公司代表	1	To regulate and resolve issues such as but not limited to the following : 委员会将负责管理和解决以下相关问题，但不限制于： a) Adverse weather phenomenon affecting crop production 影响农作物生产的气候现象 b) Potential failure to conform to quality standards specified by RPD Export Sdn Bhd 农民发现果实未能符合RPD出口有限公司质量标准的潜在问题 c) Any other factors beyond the control of growers affecting production 其他影响生产而农民无法控制的因素
Representative nominated by the Grower 农民代表	1	
Independent expert to be appointed mutually RPDR-PKPP公司和农民一同任命的独立专家	1	

The growers shall notify the Committee, in writing or verbally, at least 90-days before fruit fall and jointly conduct farm inspections. RPDR-PKPP is entitled to second a representative to the affected farm at any time and for any duration.

农民必须在收成前至少90天，将潜在问题以书面或口头方式告知委员会并进行果园视察。RPDR-PKPP公司有权在任何时间派遣代表到受影响的果园查探。

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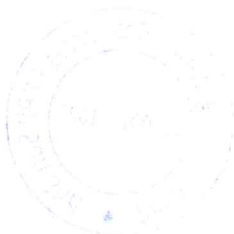
Revised (12/8/2020)

Fundamental Breaches

根本违约

RPDR-PKPP shall reserve the right to terminate the Agreement for any willful, deliberate, dishonest and fraudulent conduct by the Growers, resulting inability to meet contractual tonnage, including but not limited to the following :

RPDR-PKPP公司将保留因农民任何有意、故意、不诚实和欺诈的行为而终止合约的权力，包括但不限于以下行为：



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Fundamental Breaches

根本违约

- **Under-declare tonnage produced to circumvent contractual obligation**
不实申报产量
- **Hoard production to circumvent contractual obligation**
囤积果实
- **Engage in side-selling of committed production due to RPDR-PKPP**
分销果实
- **Sell fruits not originating from one's own farm**
出售并非来自自己果园的水果
- **Abandonment of Farm**
废弃果园
- **Conduct conceivable activity deemed as 'Restricted Dealings'**
进行任何被视为‘交易限制’的活动

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Restricted Dealings

交易限制

Revised (12/8/2020)

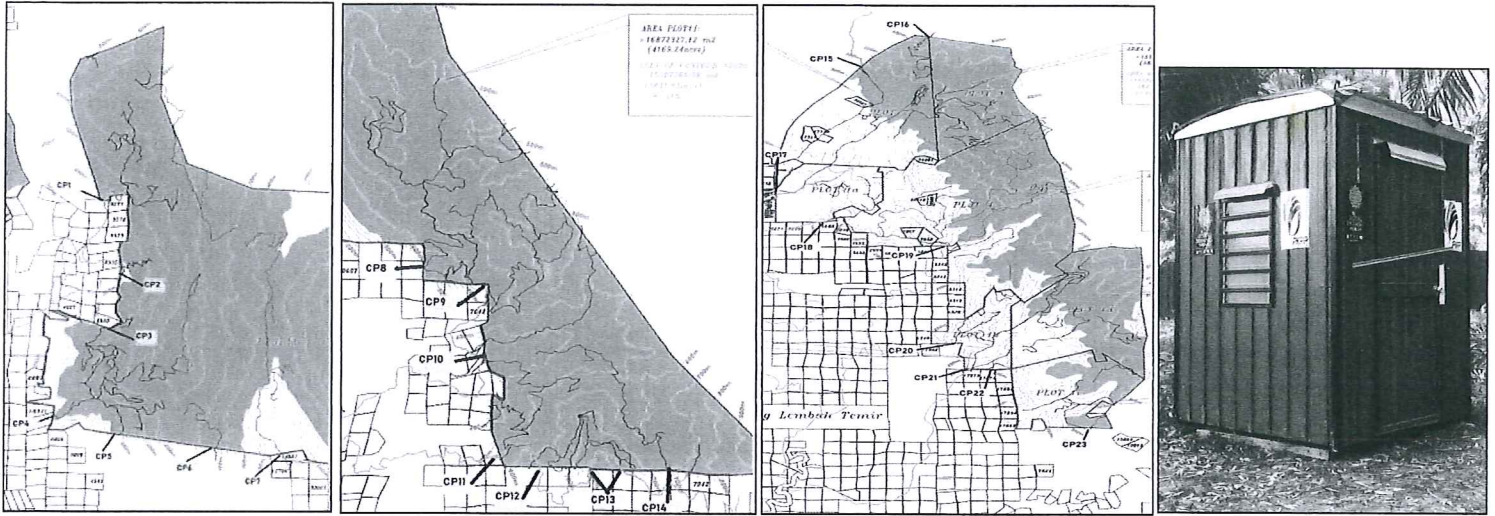
Year 年	Restricted Dealings 交易限制
2020 - 2029	<p>No subletting, charge, pledge, transfer of ownership, assignment of any rights, obligations, designated land plots, certifications/accreditations and/or any other pertinent items covered by the formal Agreement in favor of any third non-contracted party.</p> <p>不能将租赁土地/指定土地/土地使用权的权利、义务、认证或其他涵盖在正式合约里的相关项目，转租/分租、抵押、或转让给任何缔约方以外的第三者。</p>
2030 - 2039	<p>With written approval from RPDR-PKPP and relevant Government Authorities, growers may sublet, charge, pledge, transfer ownership, assignment of any rights, obligations, designated land plots, certifications/accreditations and/or any other pertinent items covered by the formal Agreement in favor of any third non-contracted party.</p> <p>除非获得RPDR-PKPP公司和有关政府部门的书面批准，否则一律不能将租赁土地/指定土地/土地使用权的权利、义务、认证或其他涵盖在正式合约里的相关项目，转租/分租、抵押、或转让给任何缔约方以外的第三者。</p> <p>If approved, the third parties (<i>intended buyer</i>) shall sign deed of adherence with the Company and pay an administrative fee of 2% of the Disposal Consideration.</p> <p>如果获得批准，第三方（买方）必须和RPDR-PKPP 公司签署遵循此合约的协议并支付处置费的2%做为行政费用。</p> <p>Must not transfer of ownership to foreigners directly or indirectly.</p> <p>任何情况下都不能将权利直接或间接地转让给外籍人士。</p>

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Security Check-Points 检查站

Revised (12/8/2020)

To construct security check-points at all ingress and egress to the illegally encroached areas.
在非法侵占/开发地区的所有出入口处设置检查站。



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THANK YOU 谢谢

