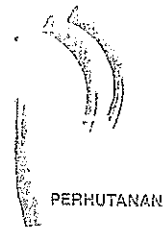


جباتن فرموتانن نكري، ترنجانو  
JABATAN PERHUTANAN NEGERI  
TERENGGANU

TINGKAT 8, WISMA NEGERI,  
20200 KUALA TERENGGANU

Tel.: Pejabat: 09-6222444 Samb. 6808 Talian Terus: 09-6221587 Fax: 09-6236552



Ruj. Kami : Bil. (55) dlm. PHNT. (SULIT) 62/SK1/BHG.7  
Bertarikh : 17 Julai 2012  
Bersamaan 27. Syabaan 1433

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
20050 KUALA TERENGGANU

Tuan,

**KELULUSAN MEMBALAK SKP TAHUN 2012 KEPADA SYARIKAT**  
[REDACTED]  
**DI KOMPARTMEN 54, 55, 56 DAN 57 HUTAN SIMPAN HULU SETIU,**  
**MUKIM HULU SETIU DAERAH SETIU SELUAS ±405 HEKTAR**  
**(±1,000 EKAR)**

Dengan segala hormatnya perkara di atas adalah dirujuk.

2. Sukacita dimaklumkan bahawa Mesyuarat Lembaga Mengambil Hasil Hutan Secara Pekeliling Bil. 4/2012 telah pun bersetuju meluluskan kepada pihak tuan satu kawasan membalak Skim Kilang Papan (SKP) seluas ±405 hektar (±1,000 ekar) di kompartmen 54, 55, 56 dan 57 Hutan Simpan Hulu Setiu, Mukim Hulu Setiu, Daerah Setiu sebagaimana bertanda merah di atas pelan indikatif di Pelan 1 berkembar. Dengan itu, surat kelulusan tentatif Bil(14)dlm.PHNT.62(SULIT)/SK.1/BHG.7 bertarikh 28 Mac 2012 adalah **dibatalkan**. Kelulusan ini adalah tertakluk kepada kesesuaian kawasan mengikut maklumat dan keadaan mutakhir mengenai kawasan tersebut.

3. Syarat-syarat kelulusan yang dikenakan adalah seperti berikut:-

- i. Perjanjian SKP - Perjanjian SKP disediakan untuk tempoh masa lima (5) tahun.
- ii. Premium Pembalakan - ≈RM3,700.00 sehektar yang mana jumlah sebenar adalah mengikut sukatan sebenar di atas tanah.

A SHARE SALE AGREEMENT made on this 28 day of DEC 2011

BETWEEN

THE PERSONS NAMED IN SCHEDULE I HEREIN (hereinafter referred to as "the Vendors") of the one part;

AND

THE PERSONS NAMED IN SCHEDULE II HEREIN (hereinafter referred to as "the Purchaser") of the other part.

**WHEREAS:-**

- A. This Agreement is entered into between the parties hereto in respect of the Company more particularly described in Schedule V herein (hereinafter referred to as "the Company")
- B. The Vendors are the legal and beneficial owners of the respective number of shares of the issued and paid up ordinary shares of the Company as set out in Schedule I herein (hereinafter referred to as "the Sale Shares").
- C. The Vendors are desirous of selling and the Purchaser is desirous of purchasing the Sale Shares upon the terms and subject to the conditions hereinafter set out.

**IT IS HEREBY AGREED** as follows:-

1. **DEFINITION**

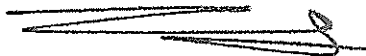
- 1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:-

Accounts	means the latest balance sheet and profit and loss account of the Company to be assessed by the Purchaser's or Independent Auditors appointed by the Purchaser;
Accounts Date	means the account as at the inspection date by the Purchaser;
Business Day	means a day (excluding Saturday and Sunday) on which banks are open for business in Kuala Lumpur.
CCM	means the Companies Commissioner of Malaysia;
Companies Act	means the Companies Act 1965 and all regulations made thereunder;
Company	means the Company more particularly described in Schedule V herein.
Completion	means the performance by the Parties of the several obligations contained in Clause 5 and Schedule VI;
Completion Date	means the payment of the Purchase Price made pursuant to Clause 3 herein;
Disclosure Letter	means the letter of even date in the agreed form from the Vendors to the Purchaser and the documents (if any) attached thereto containing qualifications to the Warranties;
Effective Date	means the date upon which all the conditions precedent are fulfilled.
Purchase Price	means the purchase price more particularly stated in Section 1 of Schedule I herein;
Ringgit Malaysia, RM and Sen	means the legal currency of Malaysia;
Sale Shares	means the fully paid-up shares which are owned by the Vendors which are to be sold to the Purchaser pursuant to this agreement and the Sale Shares shall constitute the number of percentage as stated in Schedule I herein of the issued and fully paid-up shares of the company;
Shares	means ordinary shares of Ringgit Malaysia One (RM1.00) each in the Company;

IN WITNESS WHEREOF the parties hereto have set their hands the day and the year first above written.

Signed by the Vendors  
in the presence of

}  
}



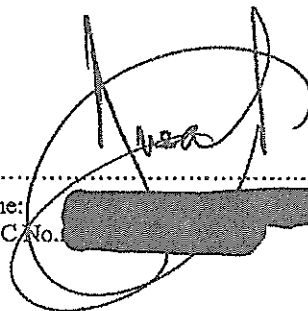
.....  
Name: KAMARUZZAMAN BIN MANSOR  
NRIC No.: 740215-11-5221



.....  
Name: ABDUL HANIS BIN MOHAMAD  
NRIC No.: 850905-11-5015

Signed by the Purchaser  
in the presence of

}  
}



.....  
Name: [REDACTED]  
NRIC No. [REDACTED]

.....

**SCHEDULE V**

(Which is to be taken read and construed as an essential part of this Agreement)

---

**Section 1.**

**The Company**

BERKAT SERIBUMI SDN. BHD.

---

**Section 2.**

**Company No.**

964418-P

---

**Section 3.**

**Addresses**

**Registered Address**

No. 63, Level 1, Jalan Dato' Haji Eusoff, Damai Complex, Off Jalan Ipoh, Kuala Lumpur

---

**Section 4.**

**Authorised Capital**

Ringgit Malaysia One Hundred Thousand (RM100,000.00) only divided into One Hundred Thousand (100,000) ordinary shares of Ringgit Malaysia One (RM1.00) each.

---

**Section 5.**

**Paid-up Capital**

Ringgit Malaysia Two (RM2.00) only divided into Two (2) ordinary shares of Ringgit Malaysia One (RM1.00) each.