

Asparagus Sales-Purchase Contract

This contract is made at, in date of,
between: Mr. [REDACTED] in the position of Managing Director of the company, who has
authority to commit [REDACTED] Co., Ltd., the registered office locates at [REDACTED]

(hereinafter called "Buyer")

and Asparagus grower group of, District.....,
Prefecture....., Province.....by Mr.,
in the position of Farmer Leader (on behalf of representative of Asparagus Grower Group
of.....), I.D. card no, Issued at,
Province....., In date of....., Expired date.....,
Address No....., Moo....., District....., Prefecture.....,
Province....., (hereinafter called "Seller").

Both parties agree to make contract as the following terms -

1) Purchase & Sales

The seller agrees to sell, and the buyer agrees to buy asparagus with fixed term for
1 year from **1 August 2012** until **31 July 2013**.

The seller shall deliver whole quantity of asparagus which the seller harvests in each day to the
buyer regularly everyday, according to size and quality of Asparagus specified in the attachment
no.1.

2) Price

The buyer agrees to buy asparagus according to the contract no.1, with the prices
as its size and quality specified in the attachment no.2.

3) Asparagus delivery

After harvesting asparagus, the seller shall deliver good quality asparagus which
meet to the standard specified in the attachment no.1, to purchase site in the planting area
where agreed.

The seller shall transport asparagus from the seller's house to the purchase site, by
mainly putting asparagus vertically in basket. However, if the seller cannot do such operation,
the seller can lay down asparagus horizontally in basket, but shall put sponge to support
asparagus as layer by layer.

4) Asparagus Receiving Evidence / 2

4) Asparagus receiving evidence

After the buyer already check size, quantity and quality of asparagus to be correct, when receiving, the buyer / or the assigned staff of the buyer shall immediately issue the receiving evidence, in order for the seller to bring that evidence for using to receive money of Asparagus expense of that period further.

However, the buyer or the assigned staff of the buyer for having authority to issue evidence shall sign name in the receiving evidence every time.

In case that the buyer will change name of the said authorized person, the buyer shall inform the seller for 7 days in advance.

5) Payment

The buyer shall pay asparagus expense to the seller for each 7 days per each period. The buyer shall remit money via Bank into Bank Account of representative or F/L of the seller group which the sellers have joined establishment as Farmer Group.

Group representative will be responsible person to pay money of Asparagus expense to each member farmers.

The buyer shall remit money of Asparagus payment in each period to the seller within 2 weeks (every Thursday), by counting from last date of each period.

But if Thursday of any week is national holiday, the buyer shall postpone payment to the date which the Bank opens.

In case the buyer cannot pay asparagus expenses to the seller as the above due date, the buyer agree to pay money according to product value together with an annual interest of 15 %, by counting from the due date up to the date of full payment.

In case that many outspec asparagus are detected, by having reason to show that it is intention while receiving at factory of the buyer, the buyer will issue warning letter to the seller as case by case, in order to join setting up measure for solving the problem successfully.

6) Judgment of problems

If there is conflict problem on Asparagus quality or delivery, by both parties cannot agree, it shall be taken for judgment by District Project Administration and Consultation Committee as the person to inspect and judge on quality.

And it will consider that quality inspection by the District Operation Committee is final.

7) Case of force majeure/3

7) Case of force majeure

If the seller cannot deliver asparagus to the buyer, or the buyer cannot receive asparagus from the seller in any period regulated in the contract no.1, caused from force majeure according to the attachment no.3,

it considers that for the case which cannot deliver or receive Asparagus in such period, it still have obligation according to the contract,

from which it shall deliver or receive Asparagus in the next period from the period which force majeure passed, without effect to amount and quantity which the buyer and the seller agrees according to Contract No. 1.

In case of force majeure is happened, the party shall inform another party immediately, and shall set up date which own party can continue following to this contract soonest.

However, the happened force majeure shall be proved to be true by both sides. If there is dispute and it cannot agree by both parties, District Operation Committee shall be a judge, and it will consider such judgment as final.

8) Pest outbreak

If there is pest outbreak, or there is detection of some kind of pest which ban to enter into Japan occurring to Asparagus, by having evidence to show to the seller, the seller shall stop harvesting Asparagus, and shall eradicate the said pest clearly with organic method (don't use any chemical for pest control, except the chemical which the buyer allows to use when it is necessary only).

After the seller finishes correction, the buyer shall continue buying immediately within 1 day, after receiving information by the seller.

In case of usage of chemical to prevent / eradicate pests that may affect from the chemical residue detection, both parties (the seller and the buyer) have agreed as follows:

8.1) The seller will use chemical, which the buyer sets up or allows to use only.

8.2) The seller shall record of chemical usage into "Field Record Form" or "Farmer Book" as truth. However, it also includes on recording of various activities which treated in the field into the Record Form.

8.3) In case of chemical residue detection over MRL (Maximum Residue Limit) regulated by MHLW of Japan from asparagus of the seller, the buyer can immediately stop purchasing asparagus from the seller group according to the traceability of ID number.

8.4) In case of chemical residue detection over MRL (Maximum Residue Limit) regulated by MHLW of Japan for 2 times, and result the buyer cannot export asparagus to Japan according to the rule / regulation of MHLW, the buyer can immediately stop purchasing asparagus from all seller groups, caused by the buyer cannot export furthermore.

8.5) In case of/4

8.5) In case of chemical residue detection not over than MRL (Maximum Residue Limit), but it is the detection of chemical which the buyer does not suggest and allow using, the buyer will do as follows:

8.5.1) In case of detection by MHLW in Japan or detection by DOA in Thailand, which can trace back to Group ID Number, the buyer will warn the seller group in the first time.

And if there is 2nd detection, the buyer can stop purchasing asparagus from that seller group according to traceability of Group ID Number.

8.5.2) In case of detection by laboratory of the buyer, which can trace back to ID Number of Asparagus grower members of the seller group, and if it can prove that the member uses such chemical truly, the buyer can stop purchasing Asparagus from that member immediately, even it is the first detection.

8.6) In case of chemical residue detection over MRL (Maximum Residue Limit) by DOA in Thailand, the buyer can stop purchasing asparagus from the seller group according to the traceability of Group ID number.

8.7) In case that the buyer will stop purchasing asparagus from the seller group according to the condition in article 8.3, 8.4, 8.5 and 8.6, the buyer shall show evidence of the chemical residue detection in the products of the seller.

8.8) In case that the buyer investigates and find that any Asparagus grower member intends or purposes to spray chemical which the buyer does not permit, no matter of any reason, and it may cause or make serious damage to the buyer, the buyer reserves right to claim for damage expense from such member as suitability in each case.

9) The buyer violates contract

If the buyer violates contract in any item, or refuse to purchase good quality asparagus and quantity according to the contract / or according to the agreed delivery schedule, the buyer shall agree for the seller to cancel the contract immediately. Also, the buyer shall agree to pay compensation for damage expense caused from violation of the contract according to product's value to the seller within 15 days stating from the informed date of violation of contract as the first day.

10) The seller violates contract

If the seller violates contract in any item, or does not deliver good quality asparagus and quantity according to the contract / or according the agreed delivery schedule with the buyer, the buyer has right to cancel contract immediately, and the seller shall agree to pay compensation for damage expense according to the reality to be happened to the buyer within 15 days, starting from the informed date by the buyer as the first day.

11) Credit Provide or Production Factor Supporting

The buyer will support production factors by providing credit to the seller as suitability.

For any member who resigns from membership of the seller group under contract with the buyer, no matter of officially or unofficially, he/she shall pay remained debt to the buyer entirely.

12) Name list of Asparagus Grower Group Members ("Seller") and Asparagus growing area registered with the company ("Buyer").

Asparagus grower farmers who are member of the seller group, including F/L and committees of seller group shall sign name into name list of asparagus grower group members, by mention of asparagus growing area of each member in the attachment no. 7.

13) The attachment

The attachment shall be considered as integral part of this contract. If any item is contrasted between the contract and attachment, it will consider item in this contract as main on consideration.

The attachments are consisted as follows:-

- 13.1 Attachment no.1 – Details of asparagus quality standard
- 13.2 Attachment no.2 – Details of asparagus prices
- 13.3 Attachment no.3 – Details of force majeure which makes to cannot deliver or receive asparagus
- 13.4 Attachment no.4 – 1 copy of company certificate to be issued by Office of BKK Company / Partnership Registration 1 copy
- 13.5 Attachment no.5 – Copy of affidavit of company registration
- 13.6 Attachment no.6 – Copy of trade license of Revenue Department
- 13.7 Attachment no.7 – Name list of asparagus grower group members ("Seller") and asparagus growing area which registered with the company ("Buyer")

This contract is made in / 6

This contract is made in duplicate, each having equal substance and effect. Both "Seller" and "Buyer" having read and understood the entire substances, hereunder sign their names and affix their seals (if any) in the presence of witnesses and retain one copy each.

Signature.....Seller
(.....)
Position.....

Signature.....Buyer
.....
Position : Managing Director of
..... Co., Ltd.

Signature.....Witness
(.....)
Position.....

Signature.....Witness
.....
Position : Japanese Senior Manager,
Business Development Department
..... co., Ltd.

Signature.....Witness
(.....)
Position.....

Signature.....Witness
(.....)
Position.....

Attachment no.1 Details of asparagus quality standard

Good quality asparagus (Bud Asparagus)

1) General condition

- 1.1 Top spear condition shall tight, and not open <no flowering> (No glumes to shoot out from leaf sheath)
- 1.2 Spear condition shall be straight, not bend, or not stunt.
- 1.3 For A, B, C grade, length of the purchased asparagus is not longer than 25 cm. Green part is 20 cm up.
For S grade, length of the purchased asparagus is not longer than 20 cm. Green part is 13 cm. up
The seller shall be the person who cut at the said length before delivering to the buyer.
- 1.4 Weight standard per each spear of each Asparagus grade will be used to consider separating each grade, by weighing only at green zone part.
- 1.5 The delivered asparagus shall be clean without diseases and insects, and other chemical in some kinds which prohibited by Japan.

2) Size of asparagus spear

- 2.1 A Grade : At length 25 cm. Diameter at the bottom spear = 1 cm. up . Weight is 14 g. up / per spear
- 2.2 B Grade : At length 25 cm. Diameter at the bottom spear = 0.8-0.99 cm. up . Weight is 8 g. up / per spear
- 2.3 C Grade : At length 25 cm. Diameter at the bottom spear = 0.6-0.79 cm. up . Weight is 6 g. up / per spear
- 2.2 S Grade : At length 20 cm. Diameter at the bottom spear is less than 1 cm. Diameter at 13 cm. of length from the top spear = 0.6 cm. up. Weight is 7 g. up / per spear.

3) Regulation

- 3.1 It shall be asparagus which harvested in the same day of the delivery.
- 3.2 Before delivery of asparagus to the buyer, the seller shall wash only at bottom part of asparagus cleanly, as well as select grade, and cut at the setting length and standard, as shown in the attachment no.1.
Moreover, the seller shall not wash top part of asparagus, and does not make top part wet, as well as does not soak it in the water for increasing its weight.
- 3.3 The seller shall be careful not to injure / damage asparagus before delivery to the buyer, by strictly operate following to advice of the buyer.
- 3.4 The seller shall deliver asparagus to purchasing site as soon as possible in each day.

Good quality asparagus (Flowering asparagus)

1) General condition

- 1.1 Top spear condition can open a little (No small branches to shoot out from leaf sheath)
- 1.2 Spear condition shall be straight, not bend, or not stunt.
- 1.3 For A grade, length of the purchased asparagus is not longer than 25 cm. with green part throughout spear.
The seller shall be the person who cut at the said length before delivering to the buyer.
- 1.4 Weight standard per each spear of each Asparagus grade will be used to consider separating each grade, by weighing only at green zone part
- 1.5 The delivered asparagus shall be clean without diseases and insects, and other chemical in some kinds which prohibited by Japan.

2) Size of asparagus spear

- 2.1 A grade : At length 25 cm. Diameter at the bottom spear = 1 cm. up . Weight is 14 g. up / per spear

3) Regulation

- 3.1 It shall be asparagus which harvested in the same day of the delivery.
- 3.2 Before delivery of asparagus to the buyer, the seller shall wash only at bottom part of asparagus cleanly, as well as select grade, and cut size to have the setting length and standard, as shown in the attachment no.1.
Moreover, the seller shall not wash top part of asparagus, and does not make top part wet, as well as does not soak it in the water for increasing its weight.
- 3.3 The seller shall be careful not to injure / damage asparagus before delivery to the buyer, by strictly operate following to advice of the buyer.
- 3.5 The seller must deliver asparagus to purchasing site as soon as possible in each day.

Attachment no.2
Asparagus Purchase Price

Grade	Period from	
	Normal period	Holiday period (2 periods)
	1 Aug 12 – 31 Jul 13	13-15 Aug 12 and 29 Dec 12 - 1 Jan 13
Grade	Price (baht / kg.)	Price (baht / kg.)
ALG (Green part = 25 cm.)	85	59
AL (Green part = 20 cm. up)	59	43
AG (Green part = 25 cm.)	58	42
BL (Green part = 20 cm. up)	50	38
CL (Green part = 20 cm. up)	38	31
SL (Green part = 13-20 cm.)	40	28

Remark:

- 1) "Holiday period" means the holiday of Japan market, which has 2 periods, i.e. 13 – 15 Aug 2012, and 29 Dec 2012– 1 Jan 2013.
- 2) The buyer will seek out new technology for suggestion, in order to improve soil condition of the farmers to be richer, and improve asparagus quality of the farmers to have more quantity of bud asparagus, and have darker green with less or no fiber, in order to increase income to the farmers.
- 3) The buyer has right to refuse buying asparagus as follows:-
 - 3.1 Asparagus with length of spear longer than 25 cm. for A, B, C Grade, and longer than 20 cm. for S Grade
 - 3.2 Asparagus with green zone less than 20 cm. for A, B, C Grade, and less than 13 cm. for S Grade
 - 3.3 Diameter of spear less than standard.
 - 3.4 Asparagus spear has damage mark, and/or bent.
 - 3.5 Top spear is damaged, or has pressure damage.
 - 3.6 Too pale asparagus.
 - 3.7 Too much opening (flowering) asparagus

Attachment no.3

Force majeure which makes to cannot deliver or receive asparagus, and caused directly or indirectly from the following causes:-

- 1) War, trespass, attack by the enemy nation, fight, or any actions seem to war (no matter of announcement or no announcement of war).
- 2) Civil war, rebel by soldier, insurrection, revolution, resistance against government, soldier force takes over governing power or other, the populations makes trouble to (or) equal to make rebel to resist against government.
- 3) Flood, storm or conflagration.
- 4) Serious outbreak of pest.
- 5) Weather condition changes, and directly or indirectly effects to Asparagus.
- 6) Factory close or strike due to labor relations.
- 7) Force majeure in legal.
- 8) Market close which caused from earthquake happened in Japan.
- 9) Chemical residue problem in asparagus, which results Japan government to have order inspection, or import ban of asparagus
- 10) Slow down export by Department of Agriculture (DOA), which cause from detection of chemical residue in the kind of Hazard Agricultural Material of Type 4.

The occurred force majeure shall be proved and investigated to be true by the buyer and the seller. If there is disagreement, District Project Administration and Consultation Committees will be a judge, and it will consider the judgment as final.

Attachment no.7
Name list of asparagus grower group members ("Seller")
And asparagus growing area which registered with the company ("Buyer")

Asparagus grower group, Purchase site

(Page 1)

	<u>Member Name List</u>	<u>Registered Growing Area</u>	<u>Signature</u>
1)	Mr.	.....	.....
2)	Mr.	.....	.....
3)	Mr.	.....	.....
4)	Mr.	.....	.....
5)	Mr.	.....	.....
6)	Mr.	.....	.....
7)	Mr.	.....	.....
8)	Mr.	.....	.....
9)	Mr.	.....	.....
10)	Mr.	.....	.....
11)	Mr.	.....	.....
12)	Mr.	.....	.....
13)	Mr.	.....	.....
14)	Mr.	.....	.....
15)	Mr.	.....	.....
16)	Mr.	.....	.....
17)	Mr.	.....	.....
18)	Mr.	.....	.....
19)	Mr.	.....	.....
20)	Mr.	.....	.....
21)	Mr.	.....	.....
22)	Mr.	.....	.....
23)	Mr.	.....	.....
24)	Mr.	.....	.....
25)	Mr.	.....	.....

Attachment no.7
Name list of asparagus grower group members ("Seller")
And asparagus growing area which registered with the company ("Buyer")

Asparagus grower group, Purchase site

(Page 2)

	<u>Member Name List</u>	<u>Registered Growing Area</u>	<u>Signature</u>
26)	Mr.	.....	.....
27)	Mr.	.....	.....
28)	Mr.	.....	.....
29)	Mr.	.....	.....
30)	Mr.	.....	.....
31)	Mr.	.....	.....
32)	Mr.	.....	.....
33)	Mr.	.....	.....
34)	Mr.	.....	.....
35)	Mr.	.....	.....
36)	Mr.	.....	.....
37)	Mr.	.....	.....
38)	Mr.	.....	.....
39)	Mr.	.....	.....
40)	Mr.	.....	.....
41)	Mr.	.....	.....
42)	Mr.	.....	.....
43)	Mr.	.....	.....
44)	Mr.	.....	.....
45)	Mr.	.....	.....
46)	Mr.	.....	.....
47)	Mr.	.....	.....
48)	Mr.	.....	.....
49)	Mr.	.....	.....
50)	Mr.	.....	.....