

# AMAZONIA REFORESTATION

Sales Agreement #:

a division of **Vivienda Housing and Mortgage Corp.**  
(hereinafter the "Plantation Agent" or "PA")

- and -

First Name:	Initial:	Surname:	TOC Number(s) – Office Only
Address:			
City:	Province/State:	Postal/Zip Code:	
Phone:	Cell:	Fax: (Optional)	
Referred by:		Referrer's Phone:	

(hereinafter the "Joint Venture Purchaser" or "JVP")

## Tree Purchase Joint Venture Agreement

**Mission Statement:** The purpose of the Amazonia Reforestation project is to recover deforested or treeless land in the Orinoco and Amazon basins of South America, by planting trees in ongoing cycles to protect the land and wildlife, to reduce carbon in the atmosphere, and to allow the region to continue to act as essential lungs for our planet.

1. The Joint Venture Purchaser (hereinafter the "JVP") hereby agrees to purchase \_\_\_\_\_ set(s) of ten (10) trees each at the price of \$100 per set, for a total purchase of \$ \_\_\_\_\_, (plus applicable G.S.T. of \$ \_\_\_\_\_ for Canadians), for a total of \$ \_\_\_\_\_ in \_\_\_\_\_ currency.
2. The Plantation Agent (hereinafter the "PA") shall provide a separate Tree Ownership Certificate (hereinafter the "TOC") issued by the appropriate plantation to the JVP for the exact number of trees purchased by the JVP, and may include any trees earned due to incentives.
3. This Tree Purchase Joint Venture Agreement (hereinafter the "TPJVA") is not a TOC. This TPJVA must be duly filled in, signed by the JVP and handed in to the PA with the appropriate funds attached, before a valid TOC will be issued to the JVP.
4. It is estimated that the trees purchased by the JVP will mature and be ready for harvest in approximately ten (10) years time from the date of submission to the PA, as represented by the maturity date set out in the TOC.
5. The purchase price includes nursery, planting, maintenance and care costs for ten (10) years, up to and including harvest and sale of the trees.
6. Every TOC shall, subject to item 10, pay a return of \$340 per TOC at maturity from the sale of harvested trees, being \$100 principal and \$240 sales profit, to the JVP or to their assignee.
7. In order to collect the stated return at maturity, the JVP or their assignee must present the original TOC to the PA, or to the plantation that issued the TOC, within one (1) year of the maturity date on the TOC.
8. Any TOC older than one (1) year after its maturity date shall be null and void, with no return owing or payable to the JVP or to their assignee.
9. A JVP may transfer or assign their TOC to another person, provided the form on the reverse side of the TOC is fully completed, dated and signed by the JVP at the time of the transfer or assignment.
10. This TPJVA and every TOC is subject to the following conditions, which may affect the trees planted, the time to maturity, the harvest, and the amount of the return paid, and which shall save the PA and any participating plantations harmless from liability for (a) forest or brush fires, (b) droughts, (c) floods, (d) diseases or infestations, (e) natural disasters, (f) war, terrorism or crime, (g) significant political or economic changes, or (h) unforeseen acts of God, that may adversely affect the stated return in item 6.
11. It is understood and agreed by the JVP that reforestation projects can be profitable, but are subject to environmental or other conditions that may adversely affect any stated returns. That is why this TPJVA and every TOC is in the nature of a joint venture between the JVP and the PA and participating plantations, with the parties sharing the risk.
12. The JVP is eligible to participate in the Amazonia Reforestation marketing program. The JVP agrees that for every \$100 worth of trees sold directly by them as a Referrer to a new or existing JVP, the Referrer shall receive one (1) free tree, provided the Referrer's name is on the TPJVA.
13. For every forty (40) trees purchased personally by the JVP, the PA will issue a TOC or a TOC that includes an additional ten (10) free trees. Every TOC that includes or was issued for free trees will be honored at maturity in the same manner as any other TOC in the program.
14. Reforestation in this program involves projects in the Orinoco and possibly the Amazon basins of South America, and at selected sites in Central America. Participating plantations have sole discretion as to the species and types of trees to be planted, determined based on soil conditions and local weather patterns, as well as prevailing market conditions for plantation woods, and as to the tree planting location and tree maturity dates.
15. This TPJVA is limited to the planting, harvest and sale of the purchased trees. It does not include or involve the land used for tree planting. Any profits earned from the trees in excess of the stated returns are the property of the PA and of participating plantations.
16. The JVP hereby agrees that in the event of a complaint or other issue that cannot be resolved, the JVP consents to the PA engaging the services of an arbitrator in the Province of Alberta, Canada, whose decision, including costs, shall be binding on the parties to this TPJVA.
17. The JVP hereby agrees that there are no other oral or written representations or warranties made, save and except for those found in this TPJVA and the TOC issued pursuant to this TPJVA, and that this is the whole of the agreement between the parties.
18. This TPJVA shall be governed by the laws of the Province of Alberta and those of Canada, and the courts of the Province of Alberta shall have jurisdiction to hear any dispute appealing a decision made by arbitration.

Attached, please find the stated payment (*plus applicable G.S.T. for Canadians*), in the following form:

Cheque: \_\_\_\_\_ Money Order/Bank Draft: \_\_\_\_\_ Cash: \_\_\_\_\_ (tick one).

(US customers – please use International Bank Drafts or cash only - no G.S.T. required)

Please make cheques, money orders or bank drafts payable to: **AMAZONIA REFORESTATION**

**Dated at** \_\_\_\_\_ (city) **in** \_\_\_\_\_ (province/state), **this** \_\_\_\_\_ **day of** \_\_\_\_\_ (month), **20** \_\_\_\_\_.

**Signature:** \_\_\_\_\_  
Joint Venture Purchaser ("JVP")

**Courier or Mail to:** AMAZONIA REFORESTATION, #112, 9768 – 170 Street, Edmonton, Alberta T5T 5L4, Canada

**Contact us:** Phone us at 780-628-7281 or E-mail us at [trees@myreforestation.com](mailto:trees@myreforestation.com)

Web Site: [www.myreforestation.com](http://www.myreforestation.com)

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