

AMAZONIA REFORESTATION

a division of **Plantación Amazonia el Vita S.A.S.**,
incorporated pursuant to the laws of the Republic of Colombia
(hereinafter the "Plantation Operator" or "PO")

Sales Agreement #:

P 0001

And

First, Middle and Surname of Purchaser:		TOC Number(s) – Office Only	
Contact Person:	Address:		
City:	Province/State/Country:	Postal/Zip Code:	
Phone:	Cell:	Maturity Date – Office Only	
Referred by:	E-mail:	Date of Birth (Optional): Passport # (Optional):	

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

Tree Purchase Joint Venture Agreement

Mission Statement: The purpose of the *Amazonia Reforestation* program is to recover deforested or treeless land in the Orinoco river basin of Colombia, South America, by planting tropical trees in cycles to protect the soil and wildlife, to reduce carbon in the atmosphere, and to allow the region to continue to act as the green lungs of our planet.

1. The Joint Venture Purchaser (hereinafter the "JVP") hereby agrees to purchase the following:

Number of Tropical Trees:	Purchase Price per tree:	Currency:	Total Number of Trees:	Total Purchase Price:
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2. The Plantation Operator (hereinafter the "PO") shall provide a separately numbered digital Tree Ownership Certificate (hereinafter the "TOC") issued by the appropriate plantation to the JVP for the exact number of tropical trees purchased by the JVP.
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 PO before a valid TOC will be issued to the JVP. Issuance of the TOC acts as the receipt for the purchase set out in item 1.
4. It is estimated that the tropical trees purchased by the JVP will mature and be ready for harvest in approximately ten (10) years' time. The date of maturity shall be imprinted on the face of the TOC and shall be the ten (10) year anniversary date of the receipt of the SWIFT transferred or wired purchase funds in the PO's specified bank account, or the ten (10) year anniversary date of the day after an on-line purchase has been made.
5. The purchase price includes the costs of seed purchases, nursery, soil preparation, planting, fertilizations, maintenance and care for ten (10) years, up to and including harvest and sale by the PO of the tropical trees purchased.
6. The PO hereby agrees to buy back the tropical trees from the JVP or their transferee or assignee in ten (10) years' time, based on a calculation of the trees purchased increasing in value by no less than a seven point five (7.50%) percent compound annual value increase. The tropical trees in the digital TOC shall, upon maturity, be harvested in 10 years' time and, subject to item 10, be bought back from the JVP by the PO as follows:

Buy-Back Amount per Purchased Tree:	Capital Cost per Purchased Tree:	Capital Gain per Tropical Tree:	Compound Annual Increase in Value	Total Buy-Back Amount:
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7. In order to act on the buy-back by the PO, the JVP or their transferee or assignee must present the original TOC to the PO, or to the participating plantation that issued the TOC, within one (1) calendar year of the maturity date on the TOC, or at least make verifiable contact within that time period. The PO's or the plantation company's name shall be printed on the face of the TOC.
8. Any TOC older than one (1) calendar year after its maturity date, together with any grace period granted upon verifiable contact, shall be null and void, with the PO having no obligation to buy back the tropical trees set out in the TOC from the JVP or to their transferee or 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 and by the transferee or assignee at the time of the transfer or assignment. If the TOC is in joint names, then it is understood that both people own one hundred (100%) percent of the tropical trees purchased, and that the survivor takes all in the event of the death of one of the joint purchasers.
10. It is agreed and understood by the JVP that afforestation and reforestation projects can be profitable, but are subject to environmental or other conditions that may adversely affect the promised buy-back amount. That is why every TPJVA and TOC is in the nature of a joint venture between the JVP and the PO and participating plantations. The PO and the participating plantations will do everything reasonable to ameliorate possible risks with reasonable plantation and forestry management.
11. This TPJVA and every TOC is subject to the following conditions, which may affect the trees planted, the time to maturity, the harvest and sale by the PO, and the amount of the buy-back paid, and which shall save the PO 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 buy-back amount in item 6.

12. In the event the purchase of tropical trees by a TPJVA was made in a currency other than United States of America funds, then it is agreed and understood by the JVP that for purposes of the buy-back of the tropical trees in the TOC, the buy-back amount, the capital cost and the capital gain in 10 years' time shall be pegged to the value of that currency as of the issue date of the TOC in relation to the United States of America dollar (the "Issue Date Exchange Rate"). If at the maturity date on the TOC the value of that currency is within Ten (10.00%) percent plus or minus of the Issue Date Exchange Rate (the "Band"), then the buy-back of the tropical trees shall proceed as set out in item 6. However, if the value of that currency appreciates or depreciates in 10 years' time by significantly more than the Band, then the buy-back amount in item 6 shall be recalculated using the Issue Date Exchange Rate less Ten (10.00%) percent in the case of appreciation, and the Issue Date Exchange Rate plus Ten (10.00%) percent in the case of depreciation, in order to arrive at a fair repayment of principal and capital gain for the JVP and the PO.
13. For every purchase of Two Hundred and Fifty (250) tropical trees or more the JVP shall receive a certificate showing the amount of CO2 those trees will capture from the atmosphere, as averaged over a Ten (10) year period of time. For example, the planting of Two Hundred and Fifty (250) tropical trees is on average sufficient to neutralize the CO2 emissions of the JVP's car for 10 years.
14. Afforestation and reforestation in the Amazonia Reforestation program involves tropical tree planting in the Orinoco River basin of Colombia, South America. Participating plantations have sole discretion as to the tropical tree species to be planted, based on growth rates, soil conditions, local weather patterns, prevailing market conditions, tree planting location and anticipated tree maturity dates. Amazonia Reforestation uses only natural silviculture and ecoagriculture principals in its tree planting activities, to avoid environmental contamination or damage caused by agrochemicals.
15. This TPJVA or the TOC is limited to the planting, harvest and sale of the purchased tropical trees. It does not include any rights to the land used for tree planting. Any profits earned from the trees in excess of the stated return are the property of the PO and of the participating plantations.
16. The terms and conditions on the back side of the TOC shall be the agreement that governs the relationship between the parties, unless there is a written and signed TPJVA with terms and conditions that differ from the TOC, in which case the TPJVA shall formally replace and supersede the pre-printed terms and conditions found on the back side of the TOC.
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 or the TOC, and that this is the whole of the agreement between the parties.
18. The JVP hereby agrees that in the event of a complaint or other issue that cannot be resolved, the JVP consents to the PO engaging the services of binding international arbitration at Bogotá, Colombia, whose decision, including costs, shall be binding on the parties to this TPJVA or the TOC.
19. This TPJVA and the TOC shall be governed by the laws of Colombia, and a court of competent jurisdiction in Colombia shall have jurisdiction to hear any dispute appealing a decision made by international arbitration.
20. The JVP and the PO agree that this TPJVA may be signed by facsimile signature and that any facsimile signature on the TPJVA has the same force and effect as if it were an original signature.
21. Attached as Schedule "A" to this TPJVA are the SWIFT bank transfer instructions for the PO's *Plantación Amazonia el Vita S.A.S.* bank account in Bogotá, Colombia.

For the JVP:

Date: (Day) (Month) (Year)
Location: (City) (Province/State) (Country)

For the PO: Plantación Amazonia el Vita S.A.S. (Amazonia Reforestation)

Date: (day) (month) (year)
Location: Bogotá, Colombia

Per: _____
 For the Joint Venture Purchaser ("JVP")

Per: _____
 XXXXXXXXXXXXXXX - For the Plantation Operator ("PO")

Please check the *Amazonia Reforestation* web site for current or updated contact information: www.myreforestation.com

Courier or Mail to: AMAZONIA REFORESTATION, Cra. 57B No. 137-88, Bogotá, Colombia

Phone us at: +57-313-731-3057 or +57-1-704-6852

E-mail us at: trees@myreforestation.com or info@co2tropicaltrees.com