

## Mission Statement

*The purpose of the Amazonia Reforestation program 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 the green lungs of our planet.*



## Terms and Conditions

1. The Joint Venture Purchaser (the "JVP") named on the Tree Ownership Certificate (the "TOC") purchased the number of tropical trees set out on the face of the TOC, together with any bonus trees the JVP may be eligible to receive.
2. The Plantation Agent (the "PA") shall provide the TOC, issued by the appropriate plantation, to the JVP for the exact number of tropical trees purchased by the JVP, including any bonus tropical trees to which the JVP may be entitled. In the event the tropical trees are purchased on-line without a Tree Purchase Joint Venture Agreement (the "TPJVA"), then the terms and conditions set out on the reverse of the TOC shall be the terms and conditions of that purchase.
3. The original TPJVA or on-line purchase of tropical trees is not a TOC. A TPJVA must be duly filled in and signed by the JVP, or an on-line purchase must be transacted and received by the PA before a valid TOC will be issued to the JVP. Issuance of the TOC acts as a receipt for the purchase price of the tropical trees.
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 PA'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 PA of the tropical trees.
6. The purchased tropical trees in the TOC shall, upon maturity, be harvested in 10 years' time, and subject to item 10, be bought back from the JVP or their transferee or assignee by the PA for the price of Thirty-Four (\$34) dollars in United States of America funds, or such amount as may be specified in any TPJVA denominated in a different currency. The bonus tropical trees in the TOC shall, upon maturity, be harvested in 10 years' time, and subject to item 10, be bought back from the JVP or their transferee or assignee by the PA for the price of Twenty-Four (\$24) dollars in United States of America funds, or such amount as may be specified in any TPJVA denominated in a different currency.
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 participating plantation that issued the TOC, within one (1) year of the maturity date on the TOC, or at least make verifiable contact within that time period. The PA's or the plantation company's name shall be printed on the face of the TOC.
8. Any TOC older than one (1) year after its maturity date, together with any grace period granted upon verifiable contact, shall be null and void, with no return owing or payable to 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. Every TPJVA and TOC is subject to the following conditions, which may affect the tropical 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 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 any stated returns. That is why every TPJVA and TOC is in the nature of a joint venture between the JVP and the PA and participating plantations. The PA and the participating plantations will do everything reasonable to ameliorate possible risks with reasonable plantation management.
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 TOC the repayment of the principal and the payment of the capital gain in 10 years' time shall be pegged to the value of that currency as of the date of the TOC in relation to the United States of America dollar (the "Issue Date Exchange Rate"). If at the maturity date the value of that currency is within Ten (10.00%) percent plus or minus of the Issue Date Exchange Rate (the "Band"), then repayment of the principal and the capital gain 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 repayment of the principal and the capital gain 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 PA.
13. For every purchase of forty (40) trees the JVP will receive ten (10) bonus trees, and the PA will issue a TOC that includes the bonus trees. Every TOC that includes or was issued for bonus trees will be treated at maturity in the manner set out in item 6.
14. Afforestation and reforestation in the Amazonia Reforestation program involves tree planting in the Orinoco River basin of South America, and possibly at other selected sites in Central and South America. Participating plantations have sole discretion as to the tree species to be planted, based on soil conditions, local weather patterns, prevailing market conditions, tree planting location and anticipated tree maturity dates.
15. 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 PA and of participating plantations.
16. The terms and conditions 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 such a 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 in the event of a complaint or other issue that cannot be resolved, the JVP or their transferee or assignee consents to the PA engaging the services of binding arbitration at Bogotá, Colombia, whose decision, including costs, shall be binding on the parties to the TOC.
18. The JVP hereby agrees that there are no other oral or written representations or warranties made, save and except for those found in any applicable TPJVA or the TOC, and that this is the whole of the agreement between the parties.
19. 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 arbitration.

**Amazonia Reforestation - [www.myreforestation.com](http://www.myreforestation.com)**

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