

Tropical American Tree Farms™ Tree Order Form

Customer Name _____, of legal age.

Address _____ City, State, Zip _____

Phone (____) _____ E-mail Address _____

2009 Tree Prices

Species \ Quantity	100 - 400 trees	500 - 900 trees	1,000 - 1,900 trees	2,000+ trees
14-Year Final Harvest Elite Teak Clones	\$3,997 per 100	\$3,693 per 100	\$3,495 per 100	\$3,356 per 100
20-Year Final Harvest Elite Teak Clones, Cuban Mahogany, Cocobolo or Pongame	\$4,992 per 100	\$4,396 per 100	\$3,969 per 100	\$3,743 per 100
Suradan, Gmelina or Nargusta	\$4,443 per 100	\$3,909 per 100	\$3,539 per 100	\$3,334 per 100
Jatropha	--	\$998 per 100	\$879 per 100	\$794 per 100

Trade Name	Local Name	Botanical Name	Planting Year	Quantity	Amount
14-Year Final Harvest Elite Teak Clones	Teca clon – 14-year	Tectona Grandis elite clones – 14-year			
20-Year Final Harvest Elite Teak Clones	Teca clon – 20-year	Tectona Grandis elite clones – 20-year			
Cocobolo	Cocobolo	Dalbergia Retusa			
Cuban Mahogany	Caoba Antiliana	Swietenia Mahagoni			
Gmelina	Melina	Gmelina Arborea			
Nargusta	Amarillon	Terminalia Amazonia			
Suradan	Pilon	Hyeronima Alchorneoides			
Pongame Oil Tree	Pongamia	Pongamia Pinnata			
Jatropha	Jatropha	Jatropha Curcas			
Total Order					\$

Terms: You may order any of the above species in multiples of 100 trees per species and you may combine species to obtain the quantity pricing. Minimum order for Jatropha is 500 trees. All orders are subject to availability. Prices and terms are subject to change without notice. All orders must be accompanied by payment in full.

To place an order, please complete and sign two copies of this Tree Order Form and mail them, along with your check payable to T.A.T.F., S.A., to the appropriate address below. Once accepted, we will return to you a fully executed copy along with your display tree certificate.

We have each read, understand, and agree to all of the provisions of this agreement, including the terms and conditions continued on the second page.

Customer Signature _____ **Date** _____

Accepted by T.A.T.F., S.A. _____ **Date** _____

In consideration of your payment set forth above, the care and management fee described herein, and the agreements made below, we, T.A.T.F., S.A., a Costa Rican corporation inscribed in the Mercantile Section of the Public Registry of Costa Rica in book 702, page 21, entry 35, and with the juridical person identification number 3-101-120912-35, and you, the customer named and described above, agree as follows:

- Selecting Seedlings for Field-Planting.** We will carefully select for you the number of quality seedlings of the species you have ordered, from the same sources and raised in the same nurseries, employing the same quality standards, as we do for our own seedlings. We reserve seedlings in the order that paid orders are received. If for any reason we are unable to obtain a sufficient quantity of quality seeds or seedlings for any of the species you have ordered, we will promptly notify you and at our option either return the corresponding portion of your payment or offer you the opportunity to choose another species.
- Planting Your Trees in the Plantations.** At the proper time for field-planting determined by our foresters, we will field-plant your selected seedlings by hand in our plantations in exactly the same manner as we plant our own, as directed by our foresters, in the locations they determine, at the depths and at the spacings they direct, and provide the fertilizer and nutrients they choose.
- Care in Our Plantations.** From the time we plant your trees in the field until they are harvested as defined in 5. Final Harvest below, we will care for your trees in the same professional manner as we care for our own trees. Our foresters will inspect your trees periodically, monitoring their growth and directing their care.
- Harvests.** As your trees grow, we may need to periodically remove some of your trees in thinning harvests to make room for the continued growth of your remaining trees. In consultation with our foresters, we will determine the time of the thinning harvests and the final harvest and the number of your trees to be removed in each harvest, taking into consideration such silvicultural factors as the growth profile and size of your trees and the prospects for improved growth of your remaining trees, and such economic factors as the market for your hardwoods, seeds or oil to be harvested and the cost and availability of labor.
- Final Harvest.** In or before the 25th year after your trees are planted in the field, or for the 14-Year Final Harvest and 20-Year Final Harvest Elite Teak Clones, in or before the 14th year or 20th year, respectively, after your trees are planted in the field, we will harvest all of your trees which have not been previously thinned or harvested. Upon your receipt of the hardwoods, seeds or oil from the final harvest as provided herein, or the net proceeds from their sale as you elect, all of your rights, title and interest under this agreement will be deemed to have been fulfilled and will terminate.
- Harvest Management and Pre-Harvest Reports.** We will oversee and manage each thinning harvest and final harvest of your trees, and the harvest and processing of your seeds and oil, as directed by our foresters, in the same professional manner as we thin, harvest and process our own. At least 60 days prior to thinning or harvesting any of your trees, we will send you a pre-harvest report of our foresters' recommendations.
- You May Keep Your Hardwoods, Seeds or Oil or Have Us Sell Them for You.** You may notify us in writing any time prior to 30 days before any harvest that you would like to keep your hardwoods, seeds or oil for your own use or to sell them yourself. If you elect to keep your hardwoods, seeds or oil, your notice must specify what you would like us to do with them and must be accompanied by payment of the costs of harvesting and moving your hardwoods, seeds or oil out of the plantation, our care and management fee based upon the estimated wholesale value of your hardwoods or oil after processing, and, your transportation and processing costs.

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T.A.T.F., S.A.
Apartado 608 - 1007
San José
Costa Rica

from the U.S.A. or Canada:
T.A.T.F., S.A.
Interlink 1238
Box 02-5635
Miami, FL 33102

phone: 1-800-788-4918 or 011-506-2291-0713
fax: 1-800-787-2813 or 011-506-2291-0398
e-mail: orders@tropicalhardwoods.com
web: http://tropicalhardwoods.com

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8. **Selling Your Hardwoods, Seeds or Oil.** If we do not receive written notice from you at least 30 days prior to any harvest that you have elected to keep your hardwoods, seeds or oil, you agree that we are instructed to process your hardwoods, seeds or oil and sell your hardwoods, seeds or oil for you. We will process your hardwoods, seeds or oil in the manner we feel is most marketable, use reasonable and good faith efforts to achieve the highest net proceeds for you on the wholesale export/import market for your hardwoods, seeds or oil, and, after the sale, deduct your harvest and processing costs and our care and management fee, and promptly remit to you your net proceeds from each sale.
9. **Harvest and Processing Costs.** Your harvest and processing costs will include such costs as the costs of harvesting your trees or seeds, moving your logs or seeds out of the plantation, transporting them to the mill or processor, sawing your logs into marketable hardwoods, and drying your lumber, or processing your seeds into oil.
10. **Care and Management Fee.** Our care and management fee, for overseeing the care of your trees from the time they are planted until the time they are harvested and the processing of your logs into lumber or seeds into oil, is 6% of the wholesale value of your processed lumber, seeds or oil, or if you elect to have us sell your hardwoods, seeds or oil for you, 6% of your net harvest proceeds, which are the proceeds from the sale minus your harvest and processing costs.
11. **Harvest Report.** After each harvest we will send you a precise accounting for that harvest, including the quantity of your trees, seeds or oil harvested, the costs incurred in the harvest of your trees, seeds or oil, and the processing of your logs, seeds or oil, the amount of our care and management fee, and if you elect to have us sell your hardwoods, seeds or oil for you, the proceeds from the sale of your hardwoods, seeds or oil.
12. **Certificate.** After we accept your order and payment, we will send you a display tree certificate stating the number and species of tropical trees you have ordered. Of course you agree that the certificate is non-transferable and does not constitute an agreement. This Tree Order Form is our agreement.
13. **Field-marking and Tree Registry.** After we have planted your trees in our plantations, we will mark them in the field in a manner to make them uniquely identifiable as your trees, and record your trees in your name in our Tree Registry, stating the quantity, species, and planting-year, the farm, field, and row(s) where your trees are planted, and their unique identifier in the field (usually your initials and, as necessary, one or two digits). After we have recorded your trees in our Tree Registry, we will send you an exact copy of their entry in the Registry.
14. **Title to Your Trees.** You will have title to each of your trees from the time they are planted in our plantations and recorded in your name in our Tree Registry until the time they are thinned or harvested. Although the stumps of certain trees may produce a secondary growth after the thinning or harvesting, you agree that you will not have any ownership interests in any such secondary growth, and that we will have no responsibility to provide any care for any such secondary growth on your behalf.
15. **Title to your Hardwoods, Seeds and Oil.** After any of your trees is harvested, we will separately identify your logs, seeds or oil, and as your logs are sawn into lumber or seeds processed into oil, we will require the mill or processor to separately identify your hardwoods, seeds or oil. If you have us sell your hardwoods, seeds or oil for you, you will retain title to your specific hardwoods, seeds or oil until they are sold.
16. **Exclusive Ownership.** Your ownership of your trees, the hardwoods, seeds and oil they produce, and any proceeds from them, is exclusive. You agree that although there are many other trees growing in our plantations, including trees of the same species and age as your trees, you have no right or claim to any trees, hardwoods, seeds, oil or proceeds other than those specific trees registered in the Tree Registry in your name and the hardwoods, seeds or oil from those specific trees. Similarly, no other tree owner has any rights to your trees, hardwoods, seeds, oil or proceeds.
17. **No Interest in Real Estate or Other Assets.** You agree that this agreement to grow your trees in our plantations does not in any way convey, or otherwise transfer to or confer upon you, any title to or ownership of, or interest in or claim to, any of our real estate or other assets, nor in any way confers upon you the status of, or in any way constitutes you as, our shareholder, partner, creditor, joint venturer, agent, or employee.
18. **Our First Guarantee.** During the first year after we plant your trees in our plantations, we will replant or replace at no charge to you, any tree that for any reason is not growing properly and of good form.
19. **Second Guarantee.** We agree that if you visit our plantations any time within two years after your trees are planted in our plantations and for any reason you are unhappy with the condition of any of your trees, we will, at our option, replant or replace the trees you are dissatisfied with or refund a corresponding portion of your money. Of course if we refund your money for the trees you are dissatisfied with, you agree to execute an assignment transferring your ownership of those trees to us.
20. **Third Guarantee.** If you elect to have us sell your hardwoods, seeds or oil for you, we agree to delay deducting our care and management fee from the sale proceeds until we have remitted to you the full amount that you paid us to grow your trees. We will simply accrue any unpaid portion of our fee and deduct it from subsequent harvest proceeds.
21. **Right to Inspect.** As an owner of trees in our plantations, you or anyone you may designate have the right to inspect your trees at any reasonable time. You or your representative also have the right during normal business hours to inspect the entries in the Tree Registry relating to your trees, and, for three years after any harvest, to inspect all records relating to that harvest of your trees and the processing of your hardwoods, seeds or oil, and if you elect to have us sell your hardwoods, seeds or oil for you, all records relating to the sale.
22. **Sale, Assignment or Gift.** You may sell, assign or give your trees to anyone or any entity you choose. You may do so using an assignment agreement we may provide at your request, or any other assignment method we approve. You agree that we may continue to regard you as the owner of your trees until we receive from you an acceptable and properly executed assignment form, together with your cancelled original Tree Order Form and display certificate, and we accept your assignment in writing and enter your assignment in our Tree Registry. This entire agreement shall be binding upon and be for the benefit of the heirs, executors, administrators, and assigns of each of us.
23. **Decisions, Warranties and Indemnities.** From time to time we will be making decisions about your trees, including without limitation decisions related to the planting, care, thinning, and harvesting of your trees, the transportation and processing of your logs, seeds or oil, and, if you elect to have us sell your hardwoods, seeds or oil for you, the sale of your hardwoods, seeds or oil. You agree that we may make all such decisions at our sole discretion. We agree to make all such decisions in good faith and with reasonable care. You agree that we may rely upon the advice of foresters or others experienced in the affairs of planting, growing, caring for, or harvesting trees, and processing and marketing hardwoods, seeds or oil, and that any decisions that we may make upon the advice of such persons, or any decisions we may make regarding your trees, hardwoods, seeds or oil which are the same as or similar to decisions we may make about our own trees, hardwoods, seeds or oil will be deemed conclusively to have been made in good faith and with reasonable care and prudence. **You agree to hold us, and our officers, stockholders, agents, representatives, employees, and other tree owners, harmless for acts of God and for accidents, errors, omissions and mistakes, and further agree that you will not seek to hold any of us liable for direct, indirect or consequential damages. You also agree to hold us, and our agents, officers, stockholders, representatives, employees, and other tree owners, harmless if you incur any injury, loss, damage or expense arising out of this agreement or the use of your hardwoods, seeds or oil, or while in, on or near our plantations, offices, property, animals or vehicles, or while at or near any sawmill or processor or while using any accommodations we suggest or arrange for, or while traveling to or from Costa Rica or our plantations. You understand and agree that there are no warranties express or implied other than the guarantees and promises contained in this agreement, and that we can not guarantee the growth or value of your trees, or the quality, quantity or value of hardwoods, seeds or oil they produce. You agree that in any and every event our liability to you is limited to the amount you have paid us.**
24. **This Order.** All of the guarantees, agreements, terms and conditions herein shall apply to all of the trees you have ordered as part of this order. They shall not extend however to any other order, whether placed prior to, concurrently with, or after this order. Each order shall be considered a separate agreement.
25. **Addresses and Notices.** Each order for trees must contain your name and address. You agree that we have fulfilled our obligations to send you any certificates, reports, notices, or payments, if we place them in the mail, postpaid, and addressed to you at the address you specified in this order, or any new address of which we have received written notice and have acknowledged in writing. Be sure to notify us of any change of address.
26. **One Representative.** If this order is being placed by or for or on behalf of more than one person or one or more entities, such persons or entities must designate one representative to receive all certificates, reports, notices and payments, and hereby agree to be bound by each of the terms of this agreement, including this paragraph, upon the signing of this agreement by the designated representative. Each person and entity, and the designated representative, all agree that we may in all respects rely upon the representations of the designated representative and deal with the representative as if the representative were the sole customer in this agreement, and all further agree to comply with all applicable blue sky laws or other similar laws, and hold us, and our agents, officers, stockholders, representatives, employees, and other tree owners, harmless for any failure to do so.
27. **Effective Agreement.** We may, in our sole discretion, decline to accept any order. In the event we decline to accept your order, we will immediately return any money paid with your order. This agreement becomes effective when it is accepted and signed by a duly authorized representative of T.A.T.F., S.A. We may contact you by telephone to answer any questions you may have before we accept your order.
28. **Applicable Laws.** This agreement will be governed by the laws of Costa Rica. Any action will be in an appropriate court we select in Costa Rica.
29. **Other Documents.** You and we agree to complete and sign any other forms or documents that may be necessary or desirable to accomplish or effect this agreement.
30. **Entire Agreement.** This agreement is the entire agreement between us and there are no other representations, oral or written, which have not been incorporated herein. The captions of the various paragraphs of this agreement do not limit the meaning of the paragraphs. This agreement may be modified only by written agreement signed by both you and us.