

Customer Name:

Address:									
City:				State:					
Zip:				Country:					
Phone:				Email:					
Species / Quanti	100 – 400 Trees		500 – 900 Trees \$6,450 Per 100	1,000 – 1,900 Trees \$5,950 Per 100	2,000+ Trees \$5,450 Per 100				
Teak – 20 year final Harvest		\$6,950 Per 100		φυ,430 FCI 100	ф3,730 FeI 100	\$5,450 FeI 100			
Trade Name	Trade Name Local Na			Botanical Name	Quantity	Purchase Amount			
Teak – 20 year final harvest	I leca – /U vear			Tectona Grandis) year final harvest		\$			
assistance call 1-800-737-received and ownership c	this Tree 5304. Or ertificate	Order Form an nice the form is of Trees purchase to all of the	nd email accepte ased.	I the completed form to	Orders@LaQuaInternati	onal.com. For questions or long with your receipt of funds onditions continued on this pag			
Customer Signature or Au	uthorized	Representative	:						
Date:									
Accepted by LaQua Plant	ations Int	ernational Ltd	Repres	entative:					
Date:									

In consideration of your payment set forth on page 1 and the agreement made on the following pages, LaQua Plantations International Ltd, and you, the customer named on page 1, agree as follows:

<u>ALL FEES</u> listed in the table below and in the agreement are paid from the proceeds of selling your hardwoods <u>NOT</u> from paying out of your pocket. If you allow LaQua Plantations International Ltd to sell your hardwoods you will never have another expense after your purchase. The table below is an example of expenses and profits. NET PROFIT is the amount you as the tree owner will receive.

Teak - 20 Year Final Harvest - 200 newly planted trees												
Tree	Number	Number of	Gross	Harvest	Net	Care and	Net-	Cumulative				
Age	of Trees	Trees	Harvest	and	Harvest	Management	Profit per	Net				
	Before	Harvested	Proceeds	Processing	Proceeds	Fee	Harvest	Proceeds				
	Harvest			Costs								
	200	30	(mortality and cull loss)									
0-7	170	50	1,308	744	564	0	564	564				
8-10	120	36	4,320	2,132	2,188	0	2,188	2,752				
11-13	84	30	15,634	4,520	11,114	1,111	10,003	12,755				
14-17	54	20	48,768	8,592	40,176	4,018	36,158	48,913				
18-20	34	34	244,452	29,082	215,370	21,537	193,833	242,746				

LaQua Plantations International Ltd does not guarantee future value or revenue from your purchase.

- 1. 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 existing trees already planted.
- 2. <u>Planting Your Trees in the Plantations</u>- 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 spacing they direct, and provide the fertilizer and nutrients they choose. These services will be provided at the expense of LaQua Plantations International Ltd, with the exception of fees displayed in the Projections Table in this agreement.
- 3. <u>Care in Our Plantations</u>- From the time we plant your trees in the field until they are harvested as defined in 5. <u>Final Harvest</u> 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, monitor their growth and direct their care. These services will be provided at the expense of LaQua Plantations International Ltd, with the exception of fees displayed in the Projections Table in this agreement.
- 4. <u>Harvests</u>- As your trees grow, it is recommended 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 recommend the time of the thinning harvests, final harvest and the number of your trees to be removed in each harvest, taking into consideration such factors as the growth profile, size of your trees and the prospects for improved growth of your remaining trees. We will take these factors and others into consideration before harvesting.
- 5. <u>Final Harvest</u>- In or before the 20th year for final harvest, we will harvest all of your trees that have not been previously thinned or harvested. Upon your receipt of the hardwoods 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.
- 6. <u>Harvest Management and Pre-Harvest Reports</u>- We will oversee and manage each thinning harvest and final harvest of your trees and the processing of your lumber as recommended by our foresters in the same professional manner as we 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 recommendations. These services will be provided at the expense of LaQua Plantations International Ltd, with the exception of fees displayed in the Projections Table in this agreement.
- 7. You May Keep Your Hardwoods 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 for your own use or to sell them yourself. If you elect to keep your hardwoods, 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 out of the plantation, our care and management fee based upon the estimated wholesale value of your hardwoods after processing, and your transportation and processing expenses.

- 8. Selling Your Hardwoods- 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, you agree that we are instructed to process and sell your hardwoods for you. We will process your hardwoods 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, 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. <u>Harvest and Processing Costs</u>- Your harvest and processing costs, as shown in the table, will include the costs of harvesting your trees, transporting your logs or lumber to the mill or processor, converting your logs or lumber into marketable hardwoods and drying your lumber. There are never any expenses out of your pocket as long as you allow LaQua Plantations International Ltd to sell your hardwoods as stated above the table.
- 10. Care and Management Fee- Our care and management fee, as shown in the table, is for overseeing the care of your trees from the time they are planted until the time they are harvested along with the processing of your logs into lumber. There are never any expenses out of your pocket as long as you allow LaQua Plantations International Ltd to sell your hardwoods as stated above the table.
- 11. <u>Harvest Report</u>- After each harvest we will send you a precise accounting for that harvest, including the quantity of your trees harvested, the costs incurred in the harvest of your trees, the processing of your logs into lumber, the amount of our care and management fee and if you elect to have LaQua Plantations International Ltd sell your hardwoods for you, the proceeds from the sale of your hardwoods.
- 12. <u>Certificate of Tree Ownership</u>- 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 the official agreement.
- 13. <u>Field-marking and Tree Coordinates</u>- 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 Coordinate Map, stating the quantity, species, planting-year, plantation or development name, section, row number, tree number 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 Coordinate Map, we will send you an exact copy of their entry within 24 months of initial planting.
- 14. <u>Title/Certificate to Your Trees</u>- You will have ownership of your trees from the time they are planted in our plantations and recorded in your name in our Tree Coordinate Map until the time they are thinned or harvested. No landowners throughout the entire duration have any rights to your trees and this agreement will be included if for any reason the land is sold or transferred. This agreement will be adhered to by LaQua Plantations International Ltd, regardless of who or what entity owns the land. 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. <u>Title to your Hardwoods</u>- After any of your trees are harvested, we will separately identify your logs and as your logs are sawn into lumber we will require the mill or processor to separately identify your hardwoods with id tags. If you have LaQua Plantations International Ltd sell your hardwoods for you, you will retain title to your specific hardwoods until they are sold.
- 16. Exclusive Ownership- Your ownership of your trees, the hardwoods 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 or proceeds other than those specific trees registered in the Tree Coordinate Map in your name and the hardwoods from those specific trees. Similarly, no other tree owner has any rights to your trees, hardwoods, 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 venture, agent, or employee. Your only interest is in the trees you own.
- 18. <u>Replanting Guarantees</u>- 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. We also will replant at our expense all of your trees if for any reason during the first five years, from the time of purchase, a natural disaster destroys your trees.
- 19. Right to Inspect- As an owner of trees in our plantations, you or anyone you may designate has the right to inspect your trees at any reasonable time.

- 20. <u>Sale, Assignment or Gift-</u> You may sell, assign or gift 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. This entire agreement shall be binding upon and be for the benefit of the heirs, executors, administrators and assigns of each party.
- 21. 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, and if you elect to have LaQua Plantations International Ltd sell your hardwoods for you, the sale of your hardwoods. You agree that we may make all such decisions at our sole discretion and these services will be provided at the expense of LaQua Plantations International Ltd with the exception of fees displayed in the Projections Table in this agreement. Fees will only be subtracted from profits of the sale of your hardwoods. After the initial purchase price is paid there are no out of pocket expenses or fees to be paid by the tree owner if you allow us to sell your hardwoods. 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, harvesting, processing and marketing hardwoods, and that any decisions that we may make upon the advice of such persons, or any decisions we may make regarding your trees or hardwoods which are the same as or similar to decisions we may make about our own trees or hardwoods 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 owners of trees on our farms, 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 from the date of purchase. You also agree to hold LaQua Plantations International Ltd, 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, 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 Belize or our plantations. You understand and agree that there are no warranties express or implied other than the terms contained in this agreement, and that we cannot guarantee the growth or value of your trees, or the quality, quantity or value of the hardwoods they produce. You agree that in any and every event our liability to you is limited to the amount you have paid us.
- 22. **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.
- 23. <u>Addresses and Notices</u>- Each order for trees must contain your name and address and if available, your e-mail address. You agree that we have fulfilled our obligation to send you reports when sent to your e-mail address specified in this order, and to send any certificates, notices, or payments when mailed postpaid, addressed to the address specified in this order, or any new address and/or e-mail address of which we have received notice and acknowledged in writing. Be sure to notify LaQua Plantations International Ltd of any change of your phone number, address and/or your e-mail address.
- 24. 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, entity and the designated representative, all agree that we may in all respects rely upon the representations or the designated representative and deal with the representative as if the representative were the sole tree owner in his agreement and all further agree to comply with all applicable 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.
- 25. <u>Effective Agreement</u>- 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 LaQua Plantations International Ltd. We may contact you by telephone to answer any questions you may have before we accept your order.
- 26. Applicable Laws- This agreement will be governed by the laws of Belize. Any action will be in an appropriate court we select in Belize.
- 27. Other Documents- You and LaQua Plantations International Ltd agree to complete any other documents that may be necessary or desirable to accomplish or effect this agreement.
- 28. Entire Agreement This agreement is the entire agreement 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 parties. All orders final once payment is received.