



PAN-AM
BIOFUELS INC
Tree Purchase Agreement

Customer Name: _____

Address: _____ **City:** _____

State: _____ **Zip/Post Code:** _____ **Country:** _____

Phone () _____ **E-mail Address** _____

Tree Prices:

| 1 Unit | Quantity | Minimum Amount |
|----------------------|------------------|-----------------------|
| USD \$1000.00 | 250 Trees | 1 Unit |

Promo Code: FAQ

Referring Agent: Nick Jakotic

Purchase Order:

Number of Units _____

Quantity of Trees _____

Total Amount _____

Contract Terms

Terms: 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 this Tree Purchase Agreement and mail it, along with your check payable to **Pan-Am BioFuels, Inc.**, to the following address:

Pan-Am BioFuels
 1762 B Prospector Square #100
 Park City, Utah 84060, USA.

Once accepted, we will return to you a fully executed copy of your tree purchase agreement form along with your certificate of tree ownership.

We have each read, understand and agree to all of the provisions of this agreement, including the terms and conditions continued on pages 2 through 4 .

Customer Signature _____ Date _____

Social Security # _____

Accepted by Pan-Am BioFuels, Inc. _____ Date _____

In consideration of your payment set forth above, the care and management fee described herein, and the agreements made below, we, Pan-Am BioFuels, Inc., a Utah corporation in good standing, and you, the customer named and described above on page one(1), agree as follows:

1. **Selecting Plantlings for Field-Planting.** We will carefully select for you the number of quality plantlings you have ordered from the same sources and raised in the same nurseries, employing the same quality standards, as we do for our own plantlings. We reserve plantlings in the order that paid orders are received. If, for any reason, we are unable to obtain a sufficient quantity of quality plantlings you have ordered, we will promptly notify you and return the corresponding portion of your payment.
2. **Planting your trees in the plantations.** At the proper time for field-planting determined by our foresters, we will field-plant your selected plantlings 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.
3. **Care in our plantations.** We will care for your trees from the time we plant them until the time we harvest them, 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.
4. **Harvests.** In consultation with our foresters, we will determine the time of the harvests and such economic factors as the market price for your bio feedstock and the cost and availability of labor.
5. **Final Harvest.** In consultation with our foresters, we will determine the final harvest of your trees based on the production quantity and quality. The production life of the *Jatropha* species being planted is 35 to 50 years.
6. **Harvest Management and Pre-Harvest Reports.** We will oversee and manage each harvest of your trees as directed by our foresters, in the same professional manner as we harvest our own trees.
7. **Harvest and Processing Costs.** Your harvest and processing costs will include such costs as the costs of harvesting your fruit from the trees, transporting fruit to processing plant, separating seeds from the fruits and cleaning them and processing the seeds into bio feedstock.
8. **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 managing the harvest of your trees and the processing of fruit into useable bio feedstock, is 10% of your net harvest proceeds, which are the proceeds from the sale of your bio feedstock minus your harvest and processing costs.
9. **Harvest Report.** After each harvest we will send you a precise accounting for that harvest, showing the number of your trees harvested, the costs incurred in the harvest of your trees and the processing of your fruit into marketable bio feedstock and the amount of our care and management fee.
10. **Certificate.** After we accept your order and payment, we will send you a tree certificate stating the number of *Jatropha* trees you have ordered. The certificate is non-transferable and does not constitute an agreement. This Tree Order Form is our agreement.
11. **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, planting-year, farm, field, and row(s) where your trees are planted, and their unique identifier in the field (usually your initials and, as necessary, one, two or three digits). After we have recorded your trees in our Tree Registry, we will

send you an exact copy of their entry in the Registry.

12. **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 such time of the last harvest.

13. **Exclusive ownership.** Your ownership of your trees and 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 or proceeds other than those specific trees registered in the Tree Registry in your name. Similarly, no other tree owner has any rights to your trees or proceeds.

14. **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.

15. **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.

16. **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, to inspect all records relating to the harvest of your trees, the processing of the fruit of your trees and all records relating to the sale of processed bio feedstock in the marketplace.

17. **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 canceled Tree Purchase Agreement 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.

18. **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 and harvesting of your trees, the transportation and processing of the fruit of your trees, and, the sale of bio-feedstock sold into the marketplace. 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 bio feedstock, and that any decisions that we may make upon the advice of such persons, or any decisions we may make regarding your trees, which are the same as or similar to decisions we may make about our own trees, 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 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 while in, on or near our plantations, offices, property, animals or vehicles, 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 cannot guarantee the growth or value of your trees, or the quality, quantity or value of the bio feedstock they produce. You agree that in any and every event our liability to you is limited to the amount you have paid us.

19. **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.

20. **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.

21. **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 trees owners, harmless for any failure to do so.

22. **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 Pam-Am Biotech, Inc. We may contact you by telephone to answer any questions you may have before we accept your order.

23. **Applicable Laws.** This agreement will be governed by the laws of the state of Utah. Any action will be in an appropriate court we select in Utah.

24. **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.

25. **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.