

Instructions & Checklist

Carbon Stock Purchase Agreement

- Both the Seller (Vision 2050 Forestry) and Buyer must sign the **Carbon Stock Purchase Agreement** or **Tree Stock Purchase Agreement**

- The Buyer and the Seller(s) each must retain an original signed Agreement.

- At the closing of the transaction contemplated in the Carbon Stock Purchase Agreement, Buyer will need to pay the purchase price as set forth in this agreement.

- At the closing of the transaction contemplated in the Agreement, Seller will need to deliver the certificates representing the carbon stock sold to the buyer

- Statutory laws of Ghana with respect to Carbon Emission Trading are yet to be fully developed or largely non-existent. This Agreement and related materials should be read thoroughly by any Buyer and should not be used or signed before first consulting with an expert or an attorney to ensure that it addresses Buyer's particular situation

- This type of transaction may have tax consequences, professional financial advice may be sought before executing the transaction.

Information Carbon Stock Purchase Agreement

A Carbon stock purchase agreement or FRB-PACE Agreement is an agreement wherein the owner of stocks of carbon and timber plantations (the “Seller”) agrees to sell the stocks to a buyer (the “Buyer”).

A Carbon Stock(intangible or Derivative Asset) Purchase or Timber Stock (tangible Asset) Purchase agreement can be beneficial for both parties because it clearly lays out the expectations of the transaction including: (i) the number and type of stock sold, (ii) the purchase price (iii) when the transaction is concluded and (iv) expected earnings. In addition, the Seller will make representations about her ownership of the stocks, thereby giving the Buyer additional comfort.

FBR-PACE stocks are governed by the laws of Ghana and applicable international conventions. These laws can be quite complex, so investors may seek expert opinion or advice before selling or purchasing stock.

Agreement signed after date of Purchase take and have retrospective effect.

CARBON STOCK PURCHASE AGREEMENT (FBR-PACE AGREEMENT)

This Carbon Stock Purchase Agreement (“Agreement”) is entered into as of _____, 20.....by and between Vision 2050 Forestry (“Seller”) and (“Buyer”).

Buyer and Seller are collectively referred to as the “Parties.”

WHEREAS, the Seller is the legal owner and holder of FBR-PACE stocks floated by Vision 2050 Forestry, a limited liability company engaged in fighting against climate change through afforestation and reforestation;

WHEREAS, the Parties desire to enter into this Agreement pursuant to which Buyer will purchase from Seller either stocks of carbon sequestered or timber trees owned by Vision 2050 forestry.

NOW, THEREFORE, in consideration for the promises set forth in this Agreement, the Parties agree as follows:

- 1. PURCHASE AND SALE:** Subject to the terms and conditions set forth in this Agreement, Buyer hereby agrees to purchase from Seller, and Seller hereby agrees to sell, transfer and convey to the Buyer _____ (_____) of Carbon Stocks(FBR-PACE stocks) or Tree Stock Policy.
- 2. PURCHASE PRICE:** The purchase price for each **FBR-PACE Stock** or **Tree Stock Policy** shall be One Hundred United States Dollars (**US\$100**), to be paid to the Seller in cash at Teller or electronically. Transfer or bank charges are to be borne by the Buyer.
- 3. EARLY REDEMPTION- Purchase of FBR-PACE carbon stocks** can only be redeemed after Twenty (20) years and One (1) day. Request to redeem purchase price prematurely attracts fees and discounting of the amount involved (**Total Purchase Amount**) at the rate of Fifty per cent (50%) up to the twelfth (12) year or Twenty Five per cent (25%) after the twelfth (12th) year. Pre-mature earnings payout, if approved under certain conditions, attracts a discount of fifty per cent (50%).
- 4. TRADING OF STOCKS:** The earliest term contemplated by this Agreement for the transfer of the Carbon Stock by the Buyer to the Seller (offer of first refusal to VTF in Stock repurchase applies) or to a third party
- 5.** The earliest maturity period is One (1) year, hence the withholding fee set forth in Clause 3 above applies to earlier pay out requests. The Buyer shall tender a written request to transfer or resell the Stock, thereafter Vision 2050 Forestry can commence the process to resell. The certificates representing the Carbon Stock shall be duly endorsed for transfer

or accompanied by an appropriate stock transfer letter. The party wishing to sell shall execute a FBR-PACE Stock transfer letter before the resell transaction is executed

6. **EARNINGS & PAYMENT:** Every Buyer of Tree Stock Policy (TSP) or FBR-PACE Carbon Stock is entitled to earnings equal to 5% of purchase price per year.
7. **REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller hereby warrants and represents that:
 - (a) **Restrictions on FBR Stock.** The Seller is not a party to any agreements that create rights or obligations in the Stocks relating to any third party including voting or ownership agreements. The Seller is the lawful owner of the FBR-PACE Carbon Stock or trees, free and clear of any encumbrances, security interests or liens of any kind and has full power and authority to sell and transfer the Stocks as contemplated in this Agreement.
 - (b) **Organization and Standing.** To the Seller's knowledge, Vision 2050 Forestry (the Seller) is duly organized, validly existing and in good standing under the laws of Ghana and has full power and authority to own and operate its assets (forest resources) and to carry on its business as by law presently conducted.
8. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties. Also binding are electronic copies that may be generated in the cause of executing or completing any transaction.
10. **BROKER FEES:** The Parties represent that there has been no act in connection with the transactions contemplated in this Agreement that would give rise to a valid claim against either party for a broker's fee or similar payment. However, premature redemption and urgent requests to trade carbon credits may give rise or legitimacy to brokerage fees
11. **REVIEW:** This Carbon Stock Agreement or TSP, taking into consideration the development in the carbon credit market may by mutual consent be reviewed after every three(3) years
12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this

Agreement. Any modification must be in writing and must be signed by both the Seller and Buyer.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of Ghana and relevant international conventions to which Ghana is a signatory

14. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service:

(a) If to Buyer:

(b) If to Seller:

Vision 2050 Forestry
2nd Floor GNPA Building
9 Cola Street, Kokomlemle
P. O Box MP 2701, Mamprobi – Accra

For convenience and speedy delivery/completion of transactions, the parties also agree that electronic correspondence, agreement, certificates or documents bearing authorised electronic signatures and authorized delivery media shall be considered as dully signed and delivered.

15. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

BUYER:

SELLER:

(Name)

(Name)

(Position)

(Position)