

Contract for the Supply of Passion Fruit Saplings

Brazil

NAME OF THE COMPANY, located at _____, enrolled at CGC (general taxpayer roll) with the number _____, State Registration _____

and

PRODUCER:

1 - The PRODUCER, legitimate owner of the rural property with area of hectares, located in the municipal district of denominated , enrolled under n. in the Register of Deeds of the judicial district of under the n°

agree that

2 - NAME OF THE COMPANY is a company whose social objective is, among others, the industrial production of fruit juices.

2.1- As it does not possess its own plantation, it acquires the needed prime matter from third parties, adopting the modality of supply of passion fruit seedlings in order to comply with its production timetable.

3 - The PRODUCER and NAME OF THE COMPANY mutually agree to celebrate the present legal transaction, under the terms and conditions henceforth stated:

3.1-The PRODUCER commits to deliver to NAME OF THE COMPANY., at the place indicated for that purpose, under the condition of 1000kg of ripe fruits as repayment of the value in saplings given in advance, in proportion for each 1000 (thousand) of saplings acquired. The repayment demanded in this clause shall be made as follows: 30% in the first harvest, 40% in the second harvest and 30% in the third harvest.

3.2 - NAME OF THE COMPANY commits to supply saplings, in accordance with technical standards and free from diseases and pests, and in its turn also commits to receive the fruits, compatible with its needs, meeting the quality and identity standards demanded by the juice industry.

3.3 - Once met the commitment made in item 3.1, the surplus of the referred harvest may be acquired by NAME OF THE COMPANY being immediately established that, in that case, the price shall be the one effective in that moment at industry level.

3.4 - NAME OF THE COMPANY commits until the term of the contract, to provide the necessary technical support for the production to The PRODUCER, involving periodic visits of its technicians, or accredited technicians, to guide the producer on management issues, cultural treatments, identification of pests and diseases, or other technical problems that may appear and are proven to be within reach of existing research, provided legally and economically feasible and, at the same time, within the limits of execution and knowledge of the Technical Team of the Agricultural Department NAME OF THE COMPANY, in accordance with usual practice. The PRODUCER commits to receive the guidance and technical recommendations in this item and to use their best diligence and care in following the appropriate cultivation practices for the object of this contract.

3.5 - For the fulfilment of the duties described in the caput of this item, the right of free access of NAME OF THE COMPANY and (The Technical Assistance and Rural Extension Company of the Provincia State) technicians to the planting areas shall be assured.

4 - The present agreement binds the parties, their heirs and successors, at any level, being at NAME OF THE COMPANY discretion, in case of death of The PRODUCER and absence of any heir properly qualified to carry on the agreement, to advise them technically until the end of the PASSION FRUIT crop.

5 - The Forum of _____ is appointed as the trial venue to settle any dispute, excluding any other, no matter how privileged it may be.

And for thus finding fair and agreed, the parties have executed this agreement in 2 (two) copies of equal value and with one single effect and form, for its legal effects to be produced.

WITNESSES

NAME OF THE COMPANY

PRODUCER