



SMART Christmas Tree Research Cooperative Ltd.

“A growing investment”

PO Box 8, Tatamagouche N.S. B0K 1V0

Ph: 1-855-NSBALSA or 1-855-672-2572

E-mail: info@ctcns.com

BACKGROUND

The SMART Christmas Tree Research Co-operative was established to allow growers to invest in the research being conducted at the Christmas Tree Research Centre in Bible Hill, Nova Scotia. The primary goal of this research project is to increase rural wealth in the Christmas tree industry by developing innovative products and technologies in the areas of tree molecular breeding, needle retention and pest management.

FINANCIAL COMMITMENT

The SMART Christmas Tree Research Co-operative has committed \$350,000 to the research project on behalf of the Atlantic Canadian Christmas tree industry. This commitment is an important portion of the approximately \$6 million in funding being contributed. To generate these necessary funds, preferred shares in the Co-operative are available to industry members and are being sold for \$500.00 each

WHY INVEST?

This is an opportunity to raise the profile of the Atlantic Canadian Christmas tree industry and its products on a global scale. In addition, the Co-operative will have the option to commercialize and market any products or technologies the project develops. * Should the Co-operative decide it does not wish to, or cannot, commercialize any product, its members will then have the first opportunity to make application for development. The board of the Co-operative is limited to Atlantic Canadian Christmas tree growers and greenery producers, so decisions will always be made by growers, for growers.

SHARE BREAKDOWN

A preferred share is \$500.00. A member may purchase more than one share. A maximum of two shares (\$1,000.00) may be purchased per year, up to a maximum of \$10,000.00 in shares over ten years. Every individual or business who joins the Co-operative must also purchase a one-time \$10.00-member

*To purchase shares or make a contribution,
contact your local association or:*



PO Box 8, Tatamagouche, NS B0K 1V0
info@ctcns.com | 1-855-NSBALSA



Share Subscription

MEMBERSHIP SHARE

A one-time only membership share is required to become an active participant in the Cooperative. You can only have one member share per individual. As per the intention of a cooperative, every member, regardless of size of operation, has an equal vote in the affairs of the Cooperative.

I (the undersigned) agree to irrevocably subscribe for and agree to take One (1) Member Share with a par value of Ten Dollars (\$10.00) in the capital of the Cooperative, and agree to accept and pay for the same at Ten Dollars (\$10.00) per share.

PREFERRED SHARE (the "Preferred Research Share")

The Preferred Shares are devised to generate the needed dollars necessary to fulfill the industry funding commitment within the SMART Tree research program. The industry funds are a required component, with government agency funds only forwarded to SMART Tree once the industry money is in place. In return for the provision of funds to the Research Platforms within SMART Tree, the Cooperative will be the body to have first opportunity to commercialize and market the products and technologies that arise from the SMART Christmas Research program.*

The first opportunity to commercialize might be taken by the Cooperative itself, or by individual members through a competitive bid process. An individual may hold more than one Preferred Share.

I (the undersigned) hereby irrevocably subscribe for and agree to take up the number of Preferred Shares as set forth below with each Preferred Share having a par value of Five Hundred Dollars (\$500.00) each in the capital of the Cooperative and agrees to accept and pay for the same at Five Hundred Dollars (\$500.00) per share. The undersigned tenders herewith the lump sum as set forth below for full payment of the subscription price for such shares.

I (the undersigned) agree to purchase:

One Member Share, cost of which is \$10.00 payable immediately. \$ 10.00

_____ of Preferred Shares, \$
(Number) cost of which is \$500.00 per share

(Number Preferred
Shares times \$500.00)

I forward \$ _____ as my complete payment.

This is your copy. The Agreement to Purchase is on the next page.

*Research is experimental in nature. The SMART Christmas Tree Research Co-operative makes no representations or warranties, either express or implied, as to any matter including, without limitation, (i) the existence or non-existence of competing technologies, (ii) the condition, quality or freedom from error of the results of the Research Project or Intellectual Property arising out of the Research Project, (iii) the merchantability or fitness for any particular purpose of the research results or any Intellectual Property arising out of the Research Project, and (iv) that the Research Project will achieve any desired result



SMART Christmas Tree Research Cooperative Ltd. (The "Cooperative")

Share Subscription

AGREEMENT TO PURCHASE

I (the undersigned) hereby irrevocably subscribe for and agree to take up the number of Preferred Shares as set forth below with each Preferred Share having a par value of Five Hundred Dollars (\$500.00) each in the capital of the Cooperative and agrees to accept and pay for the same at Five Hundred Dollars (\$500.00) per share. The undersigned tenders herewith either the lump sum as set forth below for full payment of the subscription price for such shares.

One Member Share, cost of which is \$10 ⁰⁰ payable immediately.	\$ 10 ⁰⁰
_____ of Preferred Shares,	\$
(Number) cost of which is \$500 ⁰⁰ per share	(Number Preferred Shares times \$500 ⁰⁰)
	Total: \$

Please check: _____ I forward complete payment.

Name: _____ **Signature:** _____
(Please print)

Address:

STREET _____

PO BOX NUMBER or CIVIC ADDRESS _____

TOWN _____ **PROVINCE** _____ **POSTAL CODE** _____

Email: _____

Phone: _____ **Fax:** _____

Please make cheques payable to: **SMART Tree** *Please return this form and payment to:*
Christmas Tree Council of Nova Scotia
PO Box 8, Tatamagouche NS, B0K 1V0

*Research is experimental in nature. The SMART Christmas Tree Research Co-operative makes no representations or warranties, either express or implied, as to any matter including, without limitation, (i) the existence or non-existence of competing technologies, (ii) the condition, quality or freedom from error of the results of the Research Project or Intellectual Property arising out of the Research Project, (iii) the merchantability or fitness for any particular purpose of the research results or any Intellectual Property arising out of the Research Project, and (iv) that the Research Project will achieve any desired result.



Thank You

OFFICE COPY



SMART Christmas Tree Research Cooperative Ltd.

Seedling Sales Protocols

• **TIMELINE**

Order & Deposit Deadlines to SMART – January 15th, 2019

Orders filled (trees received)- Fall of 2019 or Spring of 2020

- SMART Tree seedlings be made available to individual shareholders at agreed upon price and non-shareholders can buy at a premium price.
- Anybody outside Atlantic Canada who suggests the purchase of SMART trees do so by written request that will be brought to and considered by the Board of Directors.
- All growers buy from SMART Tree for the standard 1-0 seedling and anything additional (i.e. Additional grow-out) will be negotiated directly between purchaser and Scott & Stewart.
- Discounts available on volume purchases - Volume discount buying system, need to meet the minimum criteria of 100,000 to qualify.
- Orders will be filled on a percent reduction based on availability.
 - Option to choose multi pots, or jiffy pot 45's.
 - SMART Trees will be a 1-0 tree, flushed once.
 - If you order seedlings, you pay 15% on receipt of order and 15% on April 1st 2019, if you forfeit you will lose the deposit.



PO Box 8, Tatamagouche, NS B0K 1V0
info@ctcns.com | 1-855-NSBALSA

SMART Tree Seedlings PURCHASE / SALE AGREEMENT

DOCUMENT# _____ DATE: _____

Purchaser: _____

FARM / BUSINESS: NAME: _____

NAME: (contact person) _____

FIRST: _____ MIDDLE: _____ LAST: _____

MAILING ADDRESS: _____

POSTAL CODE: _____

BILLING ADDRESS: _____

POSTAL CODE: _____

Phone: (home) _____ (cell) _____

Email: _____

This Purchase / Sale Agreement dated the _____ of _____, 20_____ between
("Purchaser") and 3321652 Nova Scotia Limited
("Seller/3321652 Nova Scotia Limited") _____ SMART Tree seedlings.
(Number ordered)

Choose One: Jiffy Pots _____ 45's _____ (*If for some unforeseen circumstance seedlings are
Choose one: Fall 2019* _____ Spring 2020 _____ not available for Fall 2019 Purchaser agrees to
accept Spring 2020 delivery. SMART Co-op will
not be held liable for late deliveries.)

WHEREAS, the Seller is in the business of selling SMART Tree seedlings; and

WHEREAS, the Purchaser desires to purchase the SMART Tree seedlings;

NOW, THEREFORE, in consideration of the mutual agreements and articles contained herein and by signing, both the Purchaser and Seller understand and agree to the terms and conditions of this document.

1.) **Sale of SMART Tree seedlings.** The Seller hereby sells the agreed upon number of tree seedlings noted below.

Purchase Price. The Purchaser agrees to pay, upon receipt and signing of this document, for the purchase of the SMART Tree seedlings under the terms found in article 2.

The purchase price for the total trees order \$ _____ per tree multiplied by the _____ for a
(Unit price) (Number ordered)

TOTAL \$ _____ plus HST in Canadian currency.

Payment Terms.

- a. Fifteen percent (15%) of the cost of the SMART Tree seedlings order to be paid by the Purchaser upon endorsement of this agreement.
- b. An additional fifteen percent (15%) of the cost of the tree order to be paid by the Purchaser by April 1st, 2019.
- c. The remaining seventy Percent (70%) of the purchase cost of the SMART Tree seedlings to be paid by the Purchaser upon receiving the order of the SMART Tree seedlings.



SMART Tree Seedlings – TERMS

2. Delivery. The delivery of the SMART Tree seedlings to the Purchaser by the Seller shall be identified with the Purchase order document number and delivery receipt number.

3. Risk of damage. The Seller (3321652 Nova Scotia Limited) takes no risk for the seedlings. All transport arrangements are F.O.B. at Scott & Stewart 2267 Antigonish Guysborough Rd, St. Andrews, Nova Scotia, B0H 1X0.

NOTE: Should the delivery of the SMART Tree seedlings be made in multiple lots, a delivery receipt shall be provided and signed by both parties stating the number delivered and the remaining number to be shipped. This receipt shall refer to the original purchase sales agreement document number.

4. Percentage Reduction. The Purchaser acknowledges that orders will be fulfilled on a percentage reduction based on availability. Further, deposits collected will be applied against the balance outstanding.

5. Acceptance. Acceptance of the goods shall be deemed to occur when, in the reasonable opinion of the Purchaser, the goods are in a condition that conforms to the SMART Tree seedling specifications and signatures are affixed to this sale delivery receipt.

6. Warranties. No warranties are given to the Purchaser on the goods upon acceptance of the SMART Tree seedlings after delivery.

7. Right to inspect: The Seller has the right to inspect the planting location of the SMART Tree seedlings to ensure compliance with item (8) of this Purchase / Sales Agreement and the Purchaser agrees to comply with the conditions of any inspection.

8. Usage clause. The Purchaser acknowledges that the SMART Tree seedlings purchased are to be used to increase the stocking and tree quality in presently managed natural Christmas tree production areas and / or to increase Christmas tree production through the establishment of Christmas tree plantations.

The purchaser agrees to provide the SMART Tree Co-op with the Parcel Identification Numbers (PID) where the seedlings will be planted.

block # _____

block # _____

block # _____

block # _____

Parcel Identification Numbers

Parcel Identification Numbers

The purchaser also agrees to notifying the SMART Tree Co-op with the name and contact information for the new property owner should the area containing the SMART Tree seedlings be sold.

Order Confirmation: This SMART Tree seedling order is considered confirmed when acknowledged, dated and signed by both the Seller and the Purchaser.

Please Make Cheques Payable to: 3321652 Nova Scotia Limited

Please Return this form and payment to:

PO Box 8, Tatamagouche NS B0K1V0

Date: _____ / _____ / _____

Day

Month

Year

Purchaser: _____

Seller: _____

Signature



Signature SHAREHOLDER COPY

SMART Tree Seedlings PURCHASE / SALE AGREEMENT

DOCUMENT# _____ DATE: _____

Purchaser: _____

FARM / BUSINESS: NAME: _____

NAME: (contact person) _____

FIRST: _____ MIDDLE: _____ LAST: _____

MAILING ADDRESS: _____

POSTAL CODE: _____

BILLING ADDRESS: _____

POSTAL CODE: _____

Phone: (home) _____ (cell) _____

Email: _____

This Purchase / Sale Agreement dated the _____ of _____, 20_____ between
("Purchaser") and 3321652 Nova Scotia Limited
("Seller/3321652 Nova Scotia Limited") _____ SMART Tree seedlings.
(Number ordered)

Choose One: Jiffy Pots _____ 45's _____ (*If for some unforeseen circumstance seedlings are
Choose one: Fall 2019* _____ Spring 2020 _____ not available for Fall 2019 Purchaser agrees to
accept Spring 2020 delivery. SMART Co-op will
not be held liable for late deliveries.)

WHEREAS, the Seller is in the business of selling SMART Tree seedlings; and

WHEREAS, the Purchaser desires to purchase the SMART Tree seedlings;

NOW, THEREFORE, in consideration of the mutual agreements and articles contained herein and by signing, both the Purchaser and Seller understand and agree to the terms and conditions of this document.

1.) **Sale of SMART Tree seedlings.** The Seller hereby sells the agreed upon number of tree seedlings noted below.

Purchase Price. The Purchaser agrees to pay, upon receipt and signing of this document, for the purchase of the SMART Tree seedlings under the terms found in article 2.

The purchase price for the total trees order \$ _____ per tree multiplied by the _____ for a
(Unit price) (Number ordered)

TOTAL \$ _____ plus HST in Canadian currency.

Payment Terms.

- a. Fifteen percent (15%) of the cost of the SMART Tree seedlings order to be paid by the Purchaser upon endorsement of this agreement.
- b. An additional fifteen percent (15%) of the cost of the tree order to be paid by the Purchaser by April 1st, 2019.
- c. The remaining seventy Percent (70%) of the purchase cost of the SMART Tree seedlings to be paid by the Purchaser upon receiving the order of the SMART Tree seedlings.



SMART Tree Seedlings - TERMS

2. Delivery. The delivery of the SMART Tree seedlings to the Purchaser by the Seller shall be identified with the Purchase order document number and delivery receipt number.

3. Risk of damage. The Seller (3321652 Nova Scotia Limited) takes no risk for the seedlings. All transport arrangements are F.O.B. at Scott & Stewart 2267 Antigonish Guysborough Rd, St. Andrews, Nova Scotia, B0H 1X0.

NOTE: Should the delivery of the SMART Tree seedlings be made in multiple lots, a delivery receipt shall be provided and signed by both parties stating the number delivered and the remaining number to be shipped. This receipt shall refer to the original purchase sales agreement document number.

4. Percentage Reduction. The Purchaser acknowledges that orders will be fulfilled on a percentage reduction based on availability. Further, deposits collected will be applied against the balance outstanding.

5. Acceptance. Acceptance of the goods shall be deemed to occur when, in the reasonable opinion of the Purchaser, the goods are in a condition that conforms to the SMART Tree seedling specifications and signatures are affixed to this sale delivery receipt.

6. Warranties. No warranties are given to the Purchaser on the goods upon acceptance of the SMART Tree seedlings after delivery.

7. Right to inspect: The Seller has the right to inspect the planting location of the SMART Tree seedlings to ensure compliance with item (8) of this Purchase / Sales Agreement and the Purchaser agrees to comply with the conditions of any inspection.

8. Usage clause. The Purchaser acknowledges that the SMART Tree seedlings purchased are to be used to increase the stocking and tree quality in presently managed natural Christmas tree production areas and / or to increase Christmas tree production through the establishment of Christmas tree plantations.

The purchaser agrees to provide the SMART Tree Co-op with the Parcel Identification Numbers (PID) where the seedlings will be planted.

block # _____ block # _____

block # _____ block # _____

Parcel Identification Numbers

Parcel Identification Numbers

The purchaser also agrees to notifying the SMART Tree Co-op with the name and contact information for the new property owner should the area containing the SMART Tree seedlings be sold.

Order Confirmation: This SMART Tree seedling order is considered confirmed when acknowledged, dated and signed by both the Seller and the Purchaser.

Please Make Cheques Payable to: 3321652 Nova Scotia Limited

Please Return this form and payment to:

PO Box 8, Tatamagouche NS B0K1V0

Date: _____ / _____ / _____
Day Month Year

Purchaser: _____ **Seller** _____
Signature



Signature

OFFICE COPY