

**WORKING AGREEMENT
SANTE VERTE
LILY OF THE DESERT**

The agreement is between Lily of the Desert (known as Seller hereafter) and Sante Verte, Limited (known as Buyer hereafter). The purpose of this agreement is to create an understanding of a seller-buyer relationship between the companies. It is not intended to cover all aspects of the business arrangement or to resolve all business issues that may arise during the normal course of business.

Seller Agreements:

Seller agrees to sell product to the buyer at normal distributor wholesale less 15%. All pricing is FOB Mercedes, TX, USA. Buyer will pay freight to its location.

Seller agrees to notify buyer of any price changes with minimum of 90 day written notice.

Seller agrees to guarantee its product to the extent that what appears on the label meets USA labeling requirements and components are in line with USA standards. Seller will warranty the product to meet all quality specification. Any defective product that is "out of spec" will warrant remedies up to and including credit for defective product and returned at Seller's expense. However, Seller may choose to have selected product returned for testing and results of the test will be final. Any disagreement on this issue will be resolved on a case-by-case basis between the two parties.

Seller agrees to allow the buyer to test the product at the buyer's cost at any time and will provide the buyer any test documentation as requested that the seller may need in the course of business.

Seller will provide product without labels as required by the buyer and it is the responsibility of the buyer to ensure any labels placed upon receipt are approved by the Seller and are accurate to the content of the product. Seller will also provide upon demand, American labeled products.

Seller agrees to provide reasonable promotional material as requested by the buyer. However, this material will be printed in English and if the Buyer wishes to convert to other languages, it is their responsibility

Seller agrees to provide the Buyer any documented third party studies either relating to the specific Lily products or to the general product categories.

Buyer Agreements:

Buyer agrees to accept product and pay within 30 days of receipt. Any damage in shipment is not the responsibility of the Seller and the Buyer must arrange for refunds from carriers used.

Buyer agrees to sell product in designated territories/countries and assume all other cost of doing business within those areas.

Buyer assumes all liability for any mis-representation of the product to their customers unless indemnified by the Seller on a case-by-case basis.

Buyer will promote and do all reasonable and business-sense related advertising, promotions, discounts, etc. to get the product placed in all health related stores within their assigned area. This is all done at Buyer expense.

Buyer must notify seller of any unusual requirements by countries of the use and dispense of the product and will not sell the product into those areas if not approved by the Seller.

Buyer agrees that Seller will automatically replenish inventory of items listed on attachment "A". Periodically, but no less than once per quarter, both parties will review the replenish quantity. Buyer will communicate any drop in demand in a timely manner to mitigate overstocking of inventories. In periods of increased demand, Buyer is responsible for communicating changes in conditions to avoid and prevent out-of-stocks. If agreement is terminated, Buyer agrees to take shipment of remaining product within 90 days.

Geography for Lily of the Desert Branded Products

The Seller approves and allows the Buyer to sell into the following countries: Portugal, Spain, Italy, Austria, Poland, Croatia, France and Andorra, Germany, Greece, Czech Republic, Montenegro, Kosovo, Serbia, Slovenia, Bosnia on an exclusive basis. The Seller will take reasonable steps to ensure that these geographic territories are respected by other distributors.

England, Ireland, Scotland, Switzerland, Hungary, Slovakia on a non-exclusive basis.

This approval may change based upon performance of Buyer in each of the listed countries and can be changed by the following process:

Removing a Country from the Exclusivity List – Based upon the numbers provided on an annual basis by the buyer or as requested by the Seller, Seller and Buyer agree to discuss lack of growth in a country. At that time Buyer will provide Seller with a plan rectify sales in a particular country within 90 days. At the end of 90 days, Buyer will provide Seller with updated sales and information regarding that country for Seller to make a

determination to continue exclusivity or cancelling the exclusive rights for that country. If the determination is to cancel the exclusive rights, then it becomes effective within 30 days. If the determination is to continue, it will be on a quarterly basis as determined by the Buyer providing sales information on a quarterly basis. As sales are corrected to the satisfaction of the Seller, then quarterly reporting will no longer be necessary.

Adding a Country to the non-exclusive list – Buyer request to add a country to the non-exclusive list will be based upon planned activity by the Buyer in that country and Seller not currently having an exclusive contract with another distributor for that country.

Adding a Country on an Exclusive basis – Buyer provides information of need, Marketing plans, and planned store concentration in the proposed country. If Seller agrees to allow the exclusive basis to go forward, then the country will be added to list as an addendum to this contract. If Seller has another distributor in the proposed country on a non-exclusive basis, then Seller will provide 60 day notice that they are being dropped as a distributor for that country.

The Seller agrees not to ship product direct to any other source within those countries unless Buyer agrees during the terms of the agreement.

Seller has sole authority to add or rescind approval to any country with 60 days written notice. At the end of that period, Buyer agrees to discontinue shipment of product to the rescinded country.

Terms of the Agreement:

The length of the agreement is for 3 years beginning April 1, 2010 and ending March 31, 2012. Terms and conditions of the agreement will be reviewed annually by both parties and any revisions to the agreement must be in writing with both parties' signature.

However, this agreement can be cancelled by either party with 90 days written notice. At the end of that period, Buyer agrees to discontinue shipping of product.

Any disputes that arise between the parties that cannot be resolved through negotiation will revert back to the Seller's domain and final resolution.

Both parties agree to the above statements and resolutions as shown by signing below:

Print Name

Print Name

Title

Title

Date

Date

**ATTACHMENT
A**

Replenishment Inventory Requirements

105 Cases Whole Leaf Gel - 16 oz - No label
720 Cases WL Gel - 32 oz -- No Label
105 Cases WL Juice - 16 oz -- No Label
480 Cases WL Juice - 32 oz -- No Label
55 Cases Detox Formula -- 32 oz -- No Label
55 Cases Joint Formula -- 32 oz -- No Label
55 Cases Stomach Formula -- 32 oz - Label
60 Cases Flavored Orange-Papaya w/pulp -- 32 oz -- No Label
105 Cases Preservative Free WL Juice -- 16 oz -- No Label
120 Cases Preservative Free WL Juice -- 32 oz -- No Label
1056 Cases Aloe Vera Gelly - 4 oz
168 Cases Aloe Vera Gelly -- 12 oz