


1 Theresa Montalbano Bennett
(To Be Admitted *Pro Hac Vice*)
2 tb@TheBoatlawyer.com
500 SE 17th Street, Suite 323
3 Fort Lauderdale, FL 33316
Tel: (954) 463-4007
4 Fax: (866) 840-5795

5 Thomas D. Mauriello,
State Bar No. 144811
6 tomm@maurlaw.com
MAURIELLO LAW FIRM, APC
7 1181 Puerta Del Sol, Suite 120
San Clemente, CA 92673
8 Tel: (949) 542-3555
Fax: (949) 606-9690

9 *Counsel for Plaintiff Sweeteners Plus, Inc.*

BY 
2012 JUL -2 PM 3: 21
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
SANTA ANA

FILED

11 IN THE UNITED STATES DISTRICT COURT
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA
13 SOUTHERN DIVISION

14 SWEETENERS PLUS, INC.,
a New York corporation,

15 Plaintiff,

16 vs.

17 TIMOTHY D. MYERS, an individual;
18 LAW OFFICES OF TIMOTHY D.
MYERS, a California entity; CLAIRE
19 AMBROSIO, an individual;
20 TATIANA NAVARRO, an individual;
and GILBERT FREIRE, an individual,

21 Defendants.

CASE NO. CV12-05442 JVS(MLGx)

FIRST AMENDED COMPLAINT

JURY TRIAL DEMANDED

22
23 Plaintiff, SWEETENERS PLUS, INC. (“SWEETENERS”) sues
24 TIMOTHY D. MYERS (“MYERS”), LAW OFFICES OF TIMOTHY D.
25 MYERS (“MYERS LAW FIRM”), CLAIRE AMBROSIO (“AMBROSIO”),
26 TATIANA NAVARRO (“NAVARRO”) and GILBERT FREIRE (“FREIRE”)
27 and says:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

SUMMARY

1. SWEETENERS is a New York corporation in the business of, among other things, purchasing sugar for resale in bulk quantities. SWEETENERS was defrauded of US\$7,216,694.00 that it paid for a non-existent shipment of Brazilian sugar. The funds were paid into AMBROSIO’S trust account under a “Paymaster” agreement, to be released only on AMBROSIO’s receipt of certain documents evidencing the sugar shipment. AMBROSIO released the funds without having the shipping documents.

2. Specifically, AMBROSIO disbursed US\$6,187,500.00 to Global Source Supply, Inc. (“Global”), a Florida corporation and US\$852,500.00 to Hector Ortiz (“Ortiz”). AMBROSIO also paid herself over \$70,000 of SWEETENERS funds (\$50,000 of which was paid by cash withdrawals from her trust account), contrary to the Paymaster Agreement, and she did not disclose these payments to SWEETENERS.

3. Global subsequently transferred \$4,875,000.00 of SWEETENERS’ funds to MYERS/MYERS LAW FIRM’s trust account.

4. With knowledge that no sugar had been shipped to SWEETENERS or to a previous purchaser (Archangel World Investments, Inc. (“Archangel”)), MYERS made the following transfers from SWEETENER’s funds:

- a. \$2,012,500 to NAVARRO;
- b. \$1,850,041 to Pacific Rim Traders, a New Zealand company (“Pacific Rim”) in which FREIRE is a partner;
- c. At least \$170,500 to or on behalf of MYERS;
- d. \$30,000.00 to Vectored Management, a Nevada company that was reinstated on 9/26/2011 and in which MYERS is listed as Manager;
- e. \$83,998 to or on behalf of Allen Oulman;
- f. \$80,000 to Jan Koe, an Illinois “financial consultant”;

- 1 g. \$300,000 to National Financial Service s, LLC;
- 2 h. \$100,000 to ARC Financial;
- 3 i. \$100,000 to Mt. Vernon Holdings, LLC;
- 4 j. \$40,000 to Anne M. Clark p/o/a/ Bradford Wisniewski, a disbarred
- 5 Illinois lawyer;
- 6 k. \$16,000 to Pacific Shores Holdings, LLC; and
- 7 l. \$10,000 to Thomas Wallin.

JURISDICTION AND VENUE

9 5. This action falls within the Court’s diversity jurisdiction pursuant to
10 28 U.S.C. § 1332 and the Court’s supplemental jurisdiction under 28 U.S.C.
11 1367.

12 6. Venue is proper in this Court pursuant to 28 USC 1391 (a) & (c).

PARTIES

14 7. SWEETENERS is a corporation duly organized and existing under
15 the laws of the state of New York, having its principal place of business at 5768
16 Sweeteners Blvd., Lakeville, New York and was and is in the business of, among
17 other things, purchasing sugar for resale in bulk quantities.

18 8. On information and belief, MYERS is an individual residing in
19 Orange County, California.

20 9. On information and belief, MYERS LAW FIRM is a California
21 entity located in Orange County, California.

22 10. On information and belief, AMBROSIO is an individual residing in
23 Orange County, California.

24 11. On information and belief, FREIRE is an individual residing in
25 Riverside County, California, who is a principal or agent of Pacific Rim Traders,
26 a New Zealand entity (“Pacific Rim”).

27 12. On information and belief,³ NAVARRO is an individual residing in

1 Riverside County, California, who co-owns property with FREIRE in Palm
2 Desert, CA, that is believed to have been purchased with SWEETENERS funds.

3 **FACTS**

4 13. On or before May 4, 2011, SWEETENERS entered into an
5 agreement with Fastforward, a division of 1411347, Ontario Limited, a Canadian
6 company ("Fastforward"), for the purchase of 12,500 metric tons (MT) of sugar.

7 14. On or before August 31, 2011 Hector Ortiz ("Ortiz"), as General
8 Manager and Vice-President of Archangel, was introduced to SWEETENERS
9 and represented that Archangel could meet the requirements called for under the
10 Fastforward agreement. In reliance on Archangel's representations,
11 SWEETENERS moved forward with the sugar purchase.

12 15. Fastforward subsequently assigned its rights and obligations under
13 the agreement to Archangel, and Archangel accepted those obligations, subject to
14 letter modifications. Archangel further acknowledged its contract obligation in an
15 International Chamber of Commerce Non-Circumvention, Non-Disclosure &
16 Working Agreement ("ICC 400/500/600"). On September 21, 2011 Archangel
17 issued a Pro Forma Invoice reciting the terms of the agreement for the sugar
18 purchase.

19 16. The following documents comprise the operative agreement under
20 which the following claims are made and will be referred to collectively as the
21 "Purchase Agreement":

22 a. the May 4, 2011 Agreement between Fastforward and
23 SWEETENERS;

24 b. the August 31, 2011 Fastforward assignment email;

25 c. the undated Archangel letter of acceptance and price
26 modification;

27 d. the September 22, 2011 ICC 400/500/600; and

1 e. the September 21, 2011 Pro Forma Invoice marked "Paid."

2 (Copies of the referenced documents are attached as Composite **Exhibit A.**)

3 17. As part of the Purchase Agreement, SWEETENERS was required to
4 deposit in escrow SEVEN MILLION EIGHT HUNDRED SIXTY-TWO
5 THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (US\$7,862,500.00)
6 (the "Purchase Price") pursuant to a "Paymaster Agreement," as approved by
7 SWEETENERS in an email.

8 18. The following documents comprise the operative Paymaster
9 Agreement:

10 a. the September 14, 2011 Paymaster Agreement;

11 b. the September 21, 2011 e-mail confirmation of Paymaster
12 Agreement terms by SWEETENERS; and

13 c. the August 31, 2011 Fastforward assignment email.

14 (Copies of the referenced documents are attached as **Exhibit B.**)

15 19. SWEETENERS is a real party in interest and thus a third party
16 beneficiary of the Paymaster Agreement.

17 20. On or before September 21, 2011, SWEETENERS deposited the
18 funds for the Purchase Price in escrow into the Trust Account of Attorney
19 AMBROSIO, the "Paymaster" named in the Paymaster Agreement.

20 21. Upon delivery to the "Paymaster" and to SWEETENERS of the
21 original shipping documents listed in Paragraph 10 of Exhibit B to the Paymaster
22 Agreement (the "Shipping Documents"), the Paymaster was authorized to release
23 the deposited funds on behalf of Archangel.

24 22. On or about September 21, 2011, Archangel falsely represented to
25 AMBROSIO that it had obtained the Shipping Documents.

26 23. Without obtaining the Shipping Documents, and contrary to the
27 Paymaster Agreement, AMBROSIO broke the escrow and released SEVEN

1 MILLION TWO HUNDRED SIXTEEN THOUSAND SIX HUNDRED
2 NINETY-FOUR DOLLARS AND NO/100 (US\$7,216,694.00) of the Purchase
3 Price, as follows:

4 a. \$6,187,500 to Bank Name: TD Bank, NA, Bank Address: 514 E
5 Altamonte Dr, Altamonte Springs, FL 32701; Routing No.: 0311-0126-6;
6 Account No. ending in 3628; Account Holder: Global Supply Source, Inc. Global
7 subsequently transferred \$4,875,000 to MYERS trust account.

8 b. \$62,500 on 9/22/2011 and \$790,000 on 10/14/2011 to Bank Name:
9 Vantage Credit Union; Bank Address: 4020 Fee Fee Road, Bridgeton, MO
10 63044; Routing No.: 281081479; Account No. ending in 0669; Account Holder:
11 Hector Ortiz.

12 c. AMBROSIO paid herself \$71,160 of SWEETENERS funds between
13 9/22 and 10/28 and \$100,000 to others.

14 24. Neither AMBROSIO nor Archangel obtained the "Shipping
15 Documents" nor ever possessed them.

16 25. After payment of the Purchase Price to AMBROSIO,
17 SWEETENERS discovered that Archangel was not the direct supplier of the
18 sugar. Instead, Archangel purportedly had an agreement with a joint venture
19 involving Charles "Chuck" Joslin ("Joslin") and Global, under which the sugar
20 would be supplied. Thereafter, SWEETENERS discovered that neither Joslin nor
21 Global were part of the "joint venture," but that Global was merely an agent. The
22 apparent "joint venture" consisted of Pacific Rim and BR Link.

23 26. FREIRE represented himself as a partner in Pacific Rim.

24 27. Subsequent to the disbursement of the above funds, Archangel,
25 Global and Joslin represented that the sugar had been loaded in Brazil aboard
26 various vessels in the Hans Carrier Line, including the "NORD VOYAGER," the
27 "YAN AN HAI," the "OCEAN LEADER" and the "LUZERN." (See

1 correspondence and documentation attached as Composite Exhibit C.) However,
2 Archangel never surrendered to SWEETENERS any of the Shipping Documents
3 for any of the vessels on which it claimed the sugar had been loaded in Brazil.

4 28. After repeated demands, Global and Archangel have failed to return
5 the funds disbursed in violation of the Paymaster Agreement; failed to provide
6 the Shipping Documents; and failed to deliver the sugar to SWEETENERS.

7 **COUNT I**

8 **Conversion**

9 **(Against Defendant AMBROSIO)**

10 29. SWEETENERS restates the allegations of the preceding and
11 superceding Paragraphs.

12 30. AMBROSIO accepted US\$7, 7,216,694.00 from SWEETENERS
13 and, distributed the funds to others, including \$71,160 to herself, for her own
14 benefit, and thereafter intentionally took possession and converted monies
15 belonging to SWEETENERS to AMBROSIO's own use.

16 31. As a result of said conversion, and as a proximate result thereof,
17 SWEETENERS has been damaged in an amount subject to proof at time of trial.

18 32. The aforementioned acts of AMBROSIO were willful, wanton,
19 malicious and oppressive and were undertaken with the intent to defraud as those
20 terms are defined in Civil Code §3294. AMBROSIO 's conduct was done with the
21 intent to deprive SWEETENERS of property or legal rights or otherwise cause
22 injury, and was despicable conduct that subject Plaintiff to a cruel and unjust
23 hardship and a disregard of SWEETENERS 's rights, entitling Plaintiff to an
24 award of punitive damages against AMBROSIO.

25 ///

26 ///

27 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

COUNT II

Breach of Contract - Paymaster Agreement

(Against Defendant AMBROSIO)

33. SWEETENERS restates the allegations of the preceding and superceding Paragraphs.

34. As a result of releasing SWEETENERS' funds without receiving the Shipping Documents, AMBROSIO breached the Paymaster Agreement.

35. Any and all conditions precedent to this action have occurred or have been waived.

36. As a result of paying herself \$71,160 contrary to the terms of the Paymaster Agreement which only provided for a \$15,000 fee, AMBROSIO breached the Paymaster Agreement.

37. SWEETENERS has demanded the return of the funds removed from the Paymaster account, totaling US\$7,216,694.00.

38. To date, no part of the funds has been returned.

39. As a result of AMBROSIO's breach, SWEETENERS has been damaged.

COUNT III

Breach of Fiduciary Duty

(Against Defendant AMBROSIO)

40. SWEETENERS restates the allegations of the preceding and superceding Paragraphs.

41. In acting as Paymaster under the Paymaster Agreement, AMBROSIO owed a duty of fiduciary care to SWEETENERS.

42. Having a fiduciary duty, AMBROSIO owed SWEETENERS the highest duties of loyalty and care, including the duty not to place their interests ahead of those of SWEETENERS.

1 43. In failing to obtain the Shipping Documents before disbursing
2 SWEETENERS' US\$7, 216,694.00 to herself and others, AMBROSIO breached
3 her fiduciary duty.

4 44. As a result of AMBROSIO' breaches of fiduciary duty,
5 SWEETENERS has been injured and has suffered damages in an amount to be
6 determined at trial.

7 **COUNT IV**

8 **Conversion**

9 **(Against Defendant MYERS and MYERS LAW FIRM)**

10 45. SWEETENERS restates the allegations of the preceding and
11 superceding Paragraphs.

12 46. In connection with a lawsuit SWEETENERS filed against
13 Archangel, Joslin, Ortiz , Global and Pacific Rim in the U.S. District Court for
14 the Southern District of Florida (Case No. 6:11-cv-01799-JA-DAB),
15 SWEETENERS learned that on September 23, 2011, Global transferred
16 US\$4,875,000.00 to Timothy Myers Attorney Trust Account. (See redacted wire
17 instructions attached as **Exhibit D.**)

18 47. MYERS had acted as "Paymaster" in a July, 2011 transaction
19 between Archangel and Global, in which Archangel paid \$US6,187,500 for sugar
20 that had not been delivered by Global.

21 48. Despite the knowledge that Global had not shipped nor delivered the
22 sugar purchased by Archangel and that no sugar would be forthcoming to
23 SWEETENERS, MYERS and MYERS LAW FIRM accepted the
24 US\$4,875,000.00 from Global and, on information and belief, distributed the
25 funds to others, for their own benefit.

26 49. As a result of said conversion, and as a proximate result thereof,
27 SWEETENERS has been damaged in an amount subject to proof at time of trial.

1 FIRM, specifically the \$4,875,00 transferred to MYERS.

2 56. MYERS and MYERS LAW FIRM were aware of the benefit and
3 knowingly and voluntarily accepted and retained the benefit of SWEETENERS'
4 funds.

5 57. Neither MYERS nor MYERS LAW FIRM provided any goods or
6 services in exchange for the funds received from SWEETENERS.

7 58. The circumstances are such that it is inequitable for MYERS and
8 MYERS LAW FIRM to retain the benefit of SWEETENERS' funds.

9 **COUNT VI**

10 **Unjust Enrichment-Restitution**

11 **(against FREIRE and NAVARRO)**

12 59. SWEETENERS restates the allegations of the preceding and
13 superceding Paragraphs.

14 60. SWEETENERS conferred a benefit on FREIRE and NAVARRO,
15 specifically the \$2,012,500 in funds from MYERS account which were
16 transferred to NAVARRO's bank.

17 61. FREIRE and NAVARRO were aware of the benefit and knowingly
18 and voluntarily accepted and retained the benefit of SWEETENERS' funds.

19 62. Neither FREIRE nor NAVARRO provided any goods or services in
20 exchange for the funds received from SWEETENERS.

21 63. The circumstances are such that it is inequitable for NAVARRO and
22 FREIRE to retain the benefit of SWEETENERS' funds.

23 **COUNT VII**

24 **Unjust Enrichment- Foreclosure of Equitable Lien or Constructive Trust**

25 **(against FREIRE and NAVARRO)**

26 64. SWEETENERS restates the allegations of the preceding and
27 superceding Paragraphs.

1 65. SWEETENERS conferred a benefit on NAVARRO and FREIRE,
2 specifically the \$2,012,500 in funds from MYERS account which were
3 transferred to NAVARRO.

4 66. On September 26, 2011, NAVARRO used SWEETENERS' funds
5 purchase the following described real property located at 71375 Cholla Way,
6 Palm Desert, CA to wit:

7 67. Parcel 1 of Parcel Map 31366, in the County of Riverside, State of
8 California, as per Map recorded in Book 212, of Parcel Maps, Page(s) 21 and 22
9 in the office of the County Recorder of Riverside County, California.

10 68. On or about September 26, 2011, NAVARRO and FREIRE
11 purchased the above real estate for a total of US\$2,250,000 using funds obtained
12 from SWEETENERS through MYERS.

13 69. NAVARRO and FREIRE were aware of the benefit and knowingly
14 and voluntarily accepted and retained the benefit of SWEETENERS' funds.

15 70. Neither NAVARRO nor FREIRE provided any goods or services in
16 exchange for the funds received from SWEETENERS.

17 71. The circumstances are such that it is inequitable for NAVARRO and
18 FREIRE to retain the benefit of SWEETENERS' funds.

19 **COUNT VIII**

20 **Fraudulent Inducement, Fraud & Deceit**

21 **(Against Defendants MYERS, MYERS LAW FIRM, and AMBROSIO)**

22 72. SWEETENERS restates the allegations of the preceding and
23 superceding Paragraphs.

24 73. MYERS, MYERS LAW FIRM, and AMBROSIO made material
25 misrepresentations and omissions to Plaintiff, which these Defendants knew were
26 false and misleading when made.
27

1 74. MYERS, MYERS LAW FIRM, and AMBROSIO made these false
2 representations and omissions with the express purpose of inducing Plaintiff to
3 enter into the agreement at issue and to pay for the sugar that was the subject of
4 the agreement.

5 75. SWEETENERS reasonably relied on MYERS', MYERS LAW
6 FIRM's, and AMBROSIO's false representations and omissions to enter into the
7 agreement.

8 76. As a result of the false representations of MYERS, MYERS LAW
9 FIRM, and AMBROSIO, SWEETENERS was injured in an amount to be proved
10 at trial.

11 77. These affirmative misrepresentations set forth above defrauded
12 SWEETENERS in violation of California Civil Code §§1572, 1709 and 1710 and
13 common law, for which SWEETENERS is entitled to recover compensatory
14 damages, including consequential damages.

15 78. MYERS's, MYERS LAW FIRM's, and AMBROSIO's, conduct
16 described herein was done with conscious disregard of SWEETENERS's rights
17 and with the intent to vex, injure or annoy SWEETENERS such as to constitute
18 oppression, fraud or malice under California Civil Code §3294, entitling
19 SWEETENERS to a separate and distinct award of punitive damages in an
20 amount appropriate to punish or make an example of these Defendants, bearing a
21 reasonable relationship to the compensatory damages.

22 **COUNT IX**

23 **Negligent Misrepresentation**

24 **(Against Defendants MYERS, MYERS LAW FIRM, and AMBROSIO)**

25
26 79. The preceding and superceding paragraphs are incorporated herein
27 by this reference.

1 80. MYERS, MYERS LAW FIRM, and AMBROSIO made material
2 misrepresentations and omissions to SWEETENERS.

3 81. MYERS, MYERS LAW FIRM, and AMBROSIO failed to exercise
4 reasonable care in making the material misrepresentations and omissions to
5 SWEETENERS and thus were negligent, and such negligence was a cause of
6 injury to SWEETENERS. A reasonably prudent person under circumstances
7 similar to MYERS, MYERS LAW FIRM, and AMBROSIO would exercise
8 extreme caution in making such representations as such circumstances were in the
9 exclusive control of MYERS, MYERS LAW FIRM, and AMBROSIO.

10 82. A person of ordinary prudence in the same situation and possessing
11 the same knowledge as MYERS, MYERS LAW FIRM, and AMBROSIO would
12 have foreseen or anticipated that SWEETENERS would be injured by or as a
13 result of the actions or inactions and that such actions or inactions could
14 reasonably have been avoided. SWEETENERS was unaware of the falsity of
15 MYERS, MYERS LAW FIRM, and AMBROSIO representations of said material
16 facts and reasonably relied upon those representations.

17 83. As a result of these Defendants' actions, SWEETENERS has
18 suffered damages in an amount to be proved at trial.

19 **COUNT X**

20 **CIVIL LIABILITY UNDER CAL. PENAL CODE §496**

21 **(Against Defendants AMBROSIO, MYERS, MYERS LAW FIRM,**

22 **FREIRE and NAVARRO)**

23 84. SWEETENERS restates the allegations of the preceding and
24 superceding Paragraphs.

25 85. The retention of SWEETENERS' funds by AMBROSIO, MYERS,
26 MYERS LAW FIRM, FREIRE and NAVARRO constitutes receipt of stolen
27 property under Cal. Penal Code §496(a)₁₄

1 86. Consequently, SWEETENERS is entitled to the civil remedies set
2 forth in Cal. Penal Code §496(c), Including three times the amount of actual
3 damages sustained by SWEETENERS, costs of suit, and reasonable attorney's
4 fees.

5 **COUNT XI**
6 **COMMON COUNTS, ASSUMPSIT, UNJUST ENRICHMENT AND/OR**
7 **RESTITUTION**
8 **(Against Defendants AMBROSIO, MYERS, MYERS LAW FIRM,**
9 **FREIRE and NAVARRO)**

10 87. SWEETENERS restates the allegations of the preceding and
11 superceding Paragraphs.

12 88. Defendants by their conduct entered into a series of contracts with
13 Plaintiff that resulted in money being had and received by Defendants at the
14 expense of Plaintiff, either expressly or under agreements in *assumpsit*. In
15 addition, by law each of these agreements have within them an implied covenant
16 of good faith and fair dealing. Defendants engaged in conscious and deliberate
17 conduct, as set forth above, that disappoints or frustrates Plaintiff's reasonable
18 expectations that are implied in such agreements. Defendants have been unjustly
19 enriched by the resulting profits enjoyed by Defendants as a result of such
20 agreements. Plaintiff's detriment and Defendants' enrichment were related to and
21 flowed from the conduct challenged in this Complaint.

22 69. Under common law principles recognized in claims of common
23 counts, restitution and/or *assumpsit*, Defendants should not be permitted to retain
24 the benefits conferred upon them from Plaintiff and converting it into revenues
25 and profits.

26 70. Under principles of equity and good conscience, Defendants should
27 not be permitted to retain the benefits they have acquired through the unlawful

1 conduct described above, and as between the two, Plaintiff have a superior right
2 to some or all of such monies over Defendants.

3 71. Plaintiff seeks damages and restitutionary disgorgement of all profits
4 or monies generated from such illegal acts, and the establishment of an asset
5 freeze and a constructive trust from which Plaintiff may seek restitution as to all
6 such funds, revenues and benefits that Defendants have unjustly received as a
7 result of their actions that rightfully belong to Plaintiff.

8 **COUNT XII**

9 **MONEY HAD AND RECEIVED**

10 **(Against Defendants AMBROSIO, MYERS, MYERS LAW FIRM,**
11 **FREIRE and NAVARRO)**

12 72. SWEETENERS restates the allegations of the preceding and
13 superceding Paragraphs.

14 73. As the result of Defendants' agreements, misrepresentations, and
15 omissions of material fact as discussed above, Plaintiff paid money and conferred
16 a benefit on Defendants that was originally in Plaintiff's possession, as a result of
17 either fraud, payment under compulsion, or mistake.

18 74. Defendants received and retained this benefit under such
19 circumstances that it would be inequitable or unconscionable to permit
20 Defendants to retain this benefit without returning its reasonable value to
21 Plaintiff. In fairness, all such monies, including all interest Defendants have
22 earned on such monies while in wrongful possession thereof, should be paid to
23 Plaintiff.

24 75. As a direct and proximate result of Defendants' unjust enrichment,
25 Plaintiff suffered injury and therefore seeks an order directing Defendants to
26 return the amount Plaintiff paid to Defendants, plus interest thereon, as well as
27 impose a constructive trust on such monies.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

PRAYER FOR RELIEF

WHEREFORE, Plaintiff SWEETENERS PLUS, INC. prays:

a. That judgment be taken against MYERS, MYERS LAW FIRM, AMBROSIO, FREIRE and NAVARRO for all damages incurred by SWEETENERS, including punitive damages and treble damages authorized by Cal. Penal Code §496(c);

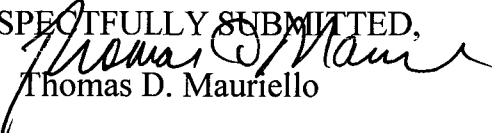
b. That a constructive trust in favor of SWEETENERS be imposed upon the funds transferred to NAVARRO;

c. That an equitable lien in favor of SWEETENERS be imposed upon the funds transferred to NAVARRO.

d. That an equitable lien or constructive trust in favor of SWEETENERS be foreclosed on the following-described real property located at 71375 Cholla Way, Palm Desert, California, to wit: Parcel 1 of Parcel Map 31366, in the County of Riverside, State of California, as per Map recorded in Book 212, of Parcel Maps, Page(s) 21 and 22 in the office of the County Recorder of Riverside County, California;

e. That SWEETENERS be granted the costs of this proceeding including attorney's fees, as well as pre-judgment interest, and all other awards this Court deems just and necessary.

Dated: July 2, 2012

RESPECTFULLY SUBMITTED,

By: Thomas D. Mauriello
MAURIELLO LAW FIRM, APC

Theresa Montalbano Bennett
Theresa M. Bennett, PLLC


Counsel for Plaintiff Sweeteners Plus, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

JURY DEMAND

Plaintiff SWEETNERS PLUS, INC. hereby demands a trial by jury on all issues so triable.

Dated: July 2, 2012

RESPECTFULLY SUBMITTED

By: Thomas D. Mauriello

MAURIELLO LAW FIRM, APC

Theresa Montalbano Bennett
Theresa M. Bennett, PLLC

Counsel for Plaintiff Sweeteners Plus, Inc.

Exhibit A



FastForward div of 1411347 Ontario Limited

CONTRACT OF PURCHASE AND SALE

SELLER ISSUES THIS ELECTRONIC VERSION CONTRACT TO BE SIGNED BY BOTH PARTIES WHICH WILL HAVE LEGAL FORCE UNTIL SIGNING OF THE ORIGINAL CONTRACT

PURCHASE AND SALE CONTRACT FOR TWELVE THOUSAND FIVE HUNDRED (12,500) METRIC TONS OF REFINED CANE SUGAR ICUMSA 45 RBU.

**CONTRACT NUMBER: ST//130411
TRANSACTION CODE: ST//130411 /12,5KSU
FCO NUMBER: ST//030411/SUGAR/12,500K**

****THIS CONTRACT IS CONFIDENTIAL AND CANNOT BE CIRCULATED FREELY AND IS ONLY FOR THE PURPOSE OF THIS TRANSACTION. ALL CHANGES MADE TO THE CONTRACT MUST BE INITIALED AND ARE SUBJECT TO THE SELLERS FINAL APPROVAL**.**

THIS AGREEMENT IS MADE ON May 4, 2011 UNDER ICC TERMS AND CONDITIONS.

AS THE SELLER:

SELLER

COMPANY/CORPORATION 1411347 ONTARIO LIMITED c.o.b. FASTFORWARD

REGISTRATION NO.	
COUNTRY OF REG.	INCORPORATED IN ONTARIO, CANADA
ADDRESS	33 QUEEN ST. S.
CITY	KITCHENER, ONTARIO
TELEPHONE	1-519-212-8867
EMAIL	Fastforwardglobal@gmail.com
REPRESENTED BY	Mr. Alex Ruge
TITLE/POSITION	MGR. COMMODITY SALES
ISSUING COUNTRY	CANADA

AS THE BUYER:

BUYER

COMPANY/CORPORATION	Sweetener's Plus, Inc
REGISTRATION NO.	
COUNTRY OF REG.	United States
ADDRESS	5768 Sweeteners Blvd.
CITY / COUNTRY	Lakeville, NY USA
TELEPHONE	585-346-2318
FAX	585-346-2310
EMAIL	<u>Mark.Whitford@sweetenersplus.com</u>
REPRESENTED BY	Mark Whitford
TITLE/POSITION	Vice President Sales & Marketing
PASSPORT NUMBER	

INTRODUCTORY VIA: STAR TRADING, ATLANTA/LENHILL INDUSTRIES

Seller

1

Buyer

1



FastForward div of 1411347 Ontario Limited

WHEREAS THE SELLER OR THE SELLER'S ASSIGNEE (AS MENTIONED IN CLAUSE 19) WITH FULL CORPORATE AUTHORITY AND RESPONSIBILITY CERTIFIES, REPRESENTS, AND WARRANTS THAT IT CAN FULFILL THE REQUIREMENTS OF THIS AGREEMENT, AND OWNS THE PRODUCT REFERRED TO HEREIN AND IS TO ABLE PROVIDE THE PRODUCT REFERRED TO HEREIN IN TIME AND FOR THE TERMS AGREED UPON THEREAFTER.

WHEREAS THE BUYER WITH FULL CORPORATE AUTHORITY AND RESPONSIBILITY HEREBY CERTIFIES, REPRESENTS, AND WARRANTS THAT THEY ARE READY, WILLING AND ABLE TO PURCHASE THE FOLLOWING DESCRIBED COMMODITY UNDER THE TERMS AND CONDITIONS AS SET OUT HEREUNDER, SUBJECT TO EXECUTION OF THE CONTRACT FOR THE PURCHASE OF THE SAID COMMODITY. UPON CONSIDERATION OF THE MUTUAL AGREEMENT, PROMISE, BENEFIT AND TERMS OF THIS COMMERCIAL AGREEMENT AND VALUABLE CONSIDERATION OF THE BENEFIT WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES DO HEREBY AGREE TO HONOR THE FOLLOWING TERMS AND CONDITIONS:

WHEREAS THE SELLER AGREES TO SELL AND BUYER AGREES TO BUY THE COMMODITY AS DEFINED BELOW, IN ACCORDANCE WITH THE QUANTITY IN METRIC TONS, THE PRICE GIVEN IN UNITED STATES DOLLARS, THE SPECIFICATIONS AND THE TERMS AND CONDITIONS SET OUT WITHIN THIS CONTRACT AND ALL IN ACCORDANCE WITH INCOTERMS 2000.

ARTICLE 01 - COMMODITY

REFINED CANE SUGAR ICUMSA 45 RBU

ARTICLE 1.1 - QUANTITY

TWELVE THOUSAND FIVE HUNDRED (12,500) METRIC TONS IN A SPOT SHIPMENT WITH A POSITIVE OR NEGATIVE WEIGHT TOLERANCE TO A MAXIMUM OF PLUS OR MINUS FIVE PERCENT (+/- 5%). THE TOTAL DELIVERED AND SHIPPED QUANTITY OF THIS AGREEMENT SHALL BE DETERMINED AND VERIFIED BY THE INSPECTING AUTHORITY AS THE COLLECTIVE WEIGHT RESULT OF BILL(S) OF LADING OF ALL SHIPMENTS THAT WERE, IN EFFECT, DELIVERED AND SHIPPED TO THE BUYER DURING THE AGREEMENT PERIOD.

ARTICLE 02 – DDP PRICE

UNIT PRICE: US\$ 700.00 (SEVEN HUNDRED U.S. DOLLARS) PER METRIC TON DDP **PORT ELIZABETH, NEW JERSEY** BUYER SPECIFIED "U.S. NON-SANCTIONED" SUBJECT TO AND IN STRICT ACCORDANCE OF **ARTICLE 2** OF THIS CONTRACT.

TOTAL CONTRACT PRICE: US\$8,750,000.00 (EIGHT MILLION SEVEN HUNDRED AND FIFTY THOUSAND U.S. DOLLARS) FOR THE QUANTITY, IN METRIC TONS AS CONTRACTED FOR HEREIN,

ARTICLE 03 – COMMODITY QUALITY AND SPECIFICATIONS

COMMODITY	WHITE CANE SUGAR ICUMSA 45 RBU Attenuation index units (method # 4-1978)
POLARITY AT 20 DEG CENTIGRADE	99.80 MIN.
SULPHATE & ASH CONTENT	0.04%
MOISTURE	0.04%
SOLUBILITY	100.0% DRT AND FREE FLOWING
GRANULATION	FINE
ICUMSA	MAX. 45 ICUMSA WITH INDEX UNITS METHOD NO: 4619871
SEDIMENTS	NONE

Seller

2

Buyer

2



FastForward div of 1411347 Ontario Limited

COLOR	SPARKLING WHITE
CROP	2009/2010
MAGNETIC PARTICLES	MG/K 4.
SO2	20 MG/KG MAXIMUM
RADIATION	NORMAL W/O PRESENCE OF CESIUM OR IODINE: CERTIFIED
SMELL	FREE OF ANY SMELL & ALL PATHOGENS: STAPH AUREAS
REDUCING SUGAR	0.05% MAX
SUBSTANCE	SOLID CRISTAL MAXIMUM BY WEIGHT
MAX AS	1 P.P.M.
MAX OS	2 P.P.M. MAXIMUM.
MAX CU	3 P.P.M.

ARTICLE 04 – ORIGIN

THE COUNTRY OF BRASIL /SELLERS CHOICE

ARTICLE 05- PACKING & MARKING

ALL SUGAR IS TO BE BULK OR PACKED IN TWELVE THOUSAND FIVE HUNDRED JUMBO SUPER BAGS (1,000 KG/BAG) WHICH ARE NEW POLYLINEDED ETHYLENE AND POLYPROPYLENE BAGS, OR INTERNATIONALLY ACCEPTABLE EQUIVLENT. THE SELLER SHALL SUPPLY TWO PERCENT (2%) OF EMPTY BAGS AT THE SELLER'S EXPENSE. PROVISION OF THOSE SAME EMPTY BAGS SHALL BE SO STATED ON THE BILL OF LADING, INVOICE AND PACKING LIST AS "FREE OF CHARGE". ANY ADDITIONAL PACKAGING REQUIREMENTS OF THE BUYER ARE AT ADDITIONAL COST.

ARTICLE 06 –SHIPMENT

THE COMMODITY SHALL BE TRANS-SHIPED FROM PANAMA IN VESSELS CONTAINING ____ CONTAINERS UNTIL THE ENTIRE AMOUNT IF DELIVERED AND SHALL BE DELIVERED WITHIN 35-45 DAYS, OR SOONER SUBJECT TO SHIPPING AVAILABILITY AND INFRASTRUCTURAL CONDITIONS AT THE LOADING PORT AND/OR THE BUYER'S DESIGNATED PORT OF DISCHARGE.

THE SHIPMENT SHALL COMMENCE WITH IN 35-45 DAYS AFTER SELLER RECEIVE THE ACCEPTABLE PAYING INSTRUMENT FROM TOP 25 BANK. SHIPMENT WILL COMMENCE AND COMPLETE WITHIN 45 DAYS.

THE START AND END DATES FOR SHIPMENTS WILL BE DETERMINED BY THE DATE OF RECEIPT BY THE SELLER OF AN ACCEPTABLE OPERATIVE FINANCIAL INSTRUMENT FROM THE BUYER.

ARTICLE 07 - DESTINATION

PORT ELIZABETH, NEW JERSEY USA

ARTICLE 08 – PAYMENT TERMS AND CONDITIONS :

TOTAL CONTRACT PRICE IS \$8,750,000 USD (EIGHT MILLION SEVEN HUNDRED FIFTY THOUSAND US DOLLARS) FOR 12,500MT (TWELVE THOUSAND FIVE HUNDRED METRIC TONS) (+/-5%)

BUYER UNDERSTANDS THAT THEY WILL PAY FOR EACH SHIPMENT WITH AN MT 103 AT CIBC BANK UPON PRESENTATION OF SHIPPING DOCUMENTS FROM THE SELLER.

IT IS HEREBY AGREED THAT TITLE/OWNERSHIP OF THE SHIPMENT SHALL NOT TRANSFER TO BUYER UNTIL

Seller

3

Buyer

3



FastForward div of 1411347 Ontario Limited

SELLER RECEIVES THE MT 103 IN THE TRUST ACCOUNT REFERENCED BELOW.

THE BUYER WILL HAVE FUNDS AVAILABLE AND READY FOR TRANSFER WHEN LOADING STARTS AND THIS WILL BE VERIFIABLE BY SELLER IF REQUESTED BY THE TRUST AGENT OR BANK OFFICER /MANAGER.

THIS IS A SPOT PURCHASE, THEREFORE, AN IRREVOCABLE, TRANSFERABLE, DIVISIBLE, ASSIGNABLE, CONFIRMED AND UNCONDITIONAL SBLC MUST BE LODGED IMMEDIATELY.

ALL FINANCIAL INSTRUMENTS MUST BE ADVISED THROUGH SELLER'S BANK AND PAYABLE AT THE COUNTERS OF THE SELLER'S BANK.

THE TEXT OF THE FINANCIAL INSTRUMENT(S) MUST BE SENT BY THE BUYER'S BANK FOR APPROVAL OF THE SELLER'S BANK. CONFIRMATION OF THE FINANCIAL INSTRUMENTS WILL BE TO THE ACCOUNT OF THE APPLICANT.

ARTICLE 08.1 – FINANCIAL INSTRUMENT'S MAJOR TERMS

BUYER'S BANK WILL GET ITS INSTRUCTION FROM THE BUYER DIRECTLY TO ISSUE THE FINANCIAL INSTRUMENT. SUCH INSTRUCTION SHALL BE WITHIN THIS CONTRACT TERMS AND CONDITIONS.

CHARTER PARTY BILL OF LADING AND OR THIRD PARTY DOCUMENTS ARE ACCEPTABLE. PARTIAL SHIPMENT(S) IS ALLOWED, TRANSSHIPMENT THROUGH PANAMA AND RELOADING INTO 40' CONTAINERS SHALL BE ALLOWED.

SHIPPING DOCUMENTS PRESENTED WITHIN FIFTEEN (15) DAYS AFTER BILL OF LADING DATE BUT WITHIN FINANCIAL INSTRUMENT'S VALIDITY ARE ACCEPTABLE.

QUANTITY AND AMOUNT OF FINANCIAL INSTRUMENT PLUS OR MINUS FIVE PERCENT (+/-5%) ALLOWED.

FINANCIAL INSTRUMENT TO REQUEST CORRESPONDENT / CONFIRMING BANK, IF ANY, TO ADD ITS CONFIRMATION.

ALL BANKING CHARGES AND COMMISSIONS RELATING TO THE ISSUANCE OF THE FINANCIAL INSTRUMENT INCLUDING CONFIRMATION FEES ARE FOR THE BUYER ACCOUNT.

FINANCIAL INSTRUMENT'S AMENDMENT CHARGES WILL BE AT THE FAULTY PARTY'S ACCOUNT.

MISCELLANEOUS:

- CARBON COPIES CANNOT BE USED AND WILL NOT BE ACCEPTED
- DOCUMENTS OTHER THAN ENGLISH LANGUAGE ARE NOT ACCEPTABLE

ARTICLE 09 - PERFORMANCE BOND

A PERFORMANCE BOND OF 2% WILL BE ISSUED BY THE SELLER FOR THE FINANCE INSTRUMENT VALUE ACCEPTED BY THE SELLER AND SELLERS BANK.

ARTICLE 10 - SHIPPING DOCUMENTS

Seller 

4

Buyer

4



1411347 ONTARIO LTD

AFTER SHIPPING THE COMMODITY, SELLER SHALL OBTAIN, TRANSMIT, AND LODGE THE FOLLOWING DOCUMENTS AT THE SELLER'S BANK, IN EACH CASE IN A FORM SATISFACTORY TO THE SELLER'S BANK ALL OF WHICH WILL BE IN TURN FORWARDED TO THE BUYER'S BANK:

SIGNED COMMERCIAL INVOICE IN THREE (3) ORIGINALS AND TWO (2) COPIES, INDICATING CONTRACT NUMBER, DESCRIPTION OF THE GOODS, UNIT PRICE AND TOTAL VALUE, GROSS/NET WEIGHT, AND SHIPPING TERMS (CIF), AND OCEAN BILL OF LADING NUMBER;

THREE (3) ORIGINAL & THREE (3) NON-NEGOTIABLE COPIES OF CLEAN ON BOARD BILL OF LADING (HEREINAFTER KNOWN AS "B/L"), MARKED "FREIGHT PREPAID" AS PER CHARTER PARTY CONTRACT, ISSUED "TO THE ORDER OF SELLER", BANK ENDORSED AND "NOTIFY BUYER"; AND

PACKING LIST IN ONE (1) ORIGINAL AND THREE (3) COPIES, INDICATING GROSS & NET WEIGHT; AND

SGS CERTIFICATE OF WEIGHT (WHICH INDICATES NET WEIGHT, DATE AND PLACE OF ISSUANCE), **GRADE, QUALITY, AND CONDITION** OR ANALOGOUS ORGANIZATION AT THE PORT OF LOADING, ONE (1) ORIGINAL AND THREE (3) COPIES; AND

CERTIFICATE OF ORIGIN, ISSUED BY OR ENDORSED BY THE RELEVANT GOVERNMENT AUTHORITY OR THE CHAMBER OF COMMERCE FROM THE COUNTRY OF ORIGIN, ONE (1) ORIGINAL AND THREE (3) COPIES; AND

PHYTOSANITARY CERTIFICATE ISSUED BY SGS OR ISSUED AND ENDORSED BY THE LOCAL AUTHORIZED GOVERNMENT AGENCY, WHICH DECLARES THE SUGAR IS FIT FOR HUMAN CONSUMPTION, AND CERTIFIES THE SUGAR BEING SHIPPED IS FREE OF QUARANTINE PESTS AND GENERALLY CONFORMS TO THE PHYTOSANITARY REQUIREMENTS OF THE COUNTRY OF DESTINATION, ONE (1) ORIGINAL AND THREE (3) COPIES; AND

LOADING SUPERVISION CERTIFICATE ISSUED BY SGS CERTIFYING THAT THE CORRECT SHIPMENT HAS BEEN LOADED ON BOARD THE VESSEL, AND AN OFFICIAL **STOWAGE EXAMINATION CERTIFICATE** ISSUED BY SGS STATING THAT VESSEL HOLDS STOWAGE AREAS WERE DULY EXAMINED PRIOR TO LOAD AND ARE FOUND SUBSTANTIALLY CLEAN AND FREE FROM RUST SCALE AND RESIDUE, WEEVILS AND LIVE INSECTS AND SUITABLE TO STORE OR CARRY BAGGED SUGAR INTENDED FOR USE AS AN EDIBLE PRODUCT, ONE (1) ORIGINAL AND THREE (3) COPIES; AND

CERTIFICATE OF RADIATION LEVEL ISSUED OR CERTIFIED BY SGS DECLARING THE PRODUCT RADIATION LEVEL AS NORMAL, ONE (1) ORIGINAL, AND ONE (1) COPY; AND

SELLER'S NOTARIZED STATEMENT THAT COMMERCIAL INVOICE HAS NOT BEEN INCLUDED WITH THE SHIPMENT OF THE GOODS, ONE (1) ORIGINAL; AND

CROP CERTIFICATE ISSUED BY SELLER CONFIRMING THE PRODUCT IS FRESH FROM THE LATEST HARVEST SEASON AND THE YEAR OF PRODUCTION IS NOT EARLIER THAN 2008 FIT FOR HUMAN CONSUMPTION; AND THE STOCK IS OF FAIR AND MERCHANTABLE QUALITY, ONE (1) ORIGINAL AND THREE (3) COPIES; AND

SHIPPING COMPANY STATEMENT IN ONE (1) ORIGINAL AND THREE (3) COPIES CONFIRMING THAT;

A) COPY OF THE BILL OF LADING, PHYTOSANITARY CERTIFICATE, AND CERTIFICATE OF ORIGIN WERE DELIVERED TO THE CARE OF THE VESSEL MASTER, AND

Seller 

5

Buyer

5



FastForward div of 1411347 Ontario Limited

B) THE VESSEL AGE IS NOT ABOVE TWENTY (20) YEARS (OR SELLER WILL BEAR THE INSURANCE PREMIUM FOR EXCESS COVERAGE COSTS) AND MUST BE CLASSIFIED 100 A-1 WITH LLOYD'S REGISTER OR BE OF EQUIVALENT CLASSIFICATION AND ENTERED WITH PROTECTION AND INDEMNIFY CLUB.

EXCEPTING THE SELLER'S INVOICE, THIRD PARTY DOCUMENTS ARE ACCEPTABLE TO BOTH PARTIES.

ARTICLE 11 – BANKING DETAILS

ALL FINANCIAL INSTRUMENTS ARE TO BE ADVISED TO THE BENEFICIARY THROUGH AND DOMICILED AT THE BANK SPECIFIED BELOW.

ARTICLE 11.1 - SELLER'S BANK

	SELLER
Account's name	1411347 ONTARIO LIMITED (US ACCOUNT)
Bank Name	CIBC
Account Number	00152 010 0247111
SWIFT Code	CIBCCATT
Bank Officer	CORAL JENKINS
Bank Phone	519-7424432 EXT 226
Bank Fax	

ARTICLE 11.2 - BUYER'S BANK

	BUYER
BANK NAME	
ADDRESS	
CITY / COUNTRY	
ACCOUNT NAME	
ACCOUNT NUMBER	
SWIFT CODE	
BANKING OFFICER	
BANK OFFICER'S EMAIL	
TELEPHONE NUMBER	
FAX NUMBER	

ARTICLE 11.3 - ALTERNATE CORPORATE BANK ACCOUNTS

DUE TO THE DIFFERENT BANKING REGULATIONS AND PRACTICES AROUND THE WORLD, VARIOUS BANKING INSTRUMENTS ARE ACCEPTED BY SOME BANKS IN SOME COUNTRIES AND NOT ACCEPTED BY OTHERS. DEPENDING UPON THE FINANCIAL INSTRUMENT FINALLY ISSUED BY THE BUYER TO THE

Seller 



FastForward div of 1411347 Ontario Limited

SELLER, IN ORDER TO FACILITATE THE TRANSACTION, IT MAY BE NECESSARY FOR THE SELLER TO USE A BANK OTHER THAN THAT ORIGINALLY DESIGNATED. ****DIRECT CONTACT WITH ANY BANK DESIGNATED BY THE SELLER WITHOUT FIRST GAINING WRITTEN PERMISSION FROM AN OFFICER OF THE SELLER WILL RENDER THIS CONTRACT NULL AND VOID.****

ARTICLE 12 - CONTRACT PROCEDURES:

1. THE BUYER ISSUES SELLER THEIR PURCHASE ORDER (done)
2. THE SELLER REVIEWS THE LOI AND UPON ACCEPTANCE ISSUES DRAFT CONTRACT TO BUYER FOR COMMENTS AND ACCEPTANCE, THE BUYER SIGNS AND RETURNS THE DRAFT CONTRACT SHOWING ALL AMENDMENTS REQUIRED INITIALED AND ADDS THEIR FULL BANKING COORDINATES, CONFIRMING BANKING INFORMATION AND CONTACT INFORMATION.
3. THE SELLER, AFTER DISCUSSING AND FINALIZING ALL AMENDMENT WITH THE BUYER ON PHONE OR E-MAIL, AMENDS WHERE NECESSARY THE CONTRACT, AND SIGNS, SEALS AND ISSUES TO THE BUYER A FINAL COPY OF THE CONTRACT FOR ITS COMPLETION.
4. BEFORE FINAL CONTRACT WITH OUR BANKING IS ISSUED, BUYER SENDS A LETTER FROM HIS BANK STATING THAT THEY HAVE THE ABILITY TO OPEN A STAND BY LETTER OF CREDIT (SBLC) IN THE AMOUNT STATED IN THE CONTRACT. A COPY OF THE TEXT OF THE LETTER OF CREDIT IS NEEDED FOR APPROVAL BY A REPRESENTATIVE OF THE SELLER AFTER THE FINAL CONTRACT HAS BEEN SIGNED AND RETURNED.
5. THE BUYER REVIEWS THE FINAL CONTRACT AND UPON ACCEPTANCE SIGNS THE FINAL COPY CONTRACT AND RETURNS IT TO THE SELLER. IF FURTHER REVISIONS ARE REQUIRED THEY ARE NOTED AND SENT BACK TO THE SELLER FOR FURTHER REVIEW. ANY FACSIMILE OR ELECTRONIC COPY SHALL BE CONSIDERED AS THE ORIGINAL
6. UPON RECEIPT OF THE ACCEPTED SIGNED AND SEALED FINAL CONTRACT FROM THE SELLER VIA EMAIL, BUYER WILL PRINT A COPY OF THE CONTRACT AS A HARD COPY, SIGN IT AND RETURN VIA COURIER TO THE SELLER'S MAILING ADDRESS ON THE CONTRACT. SELLER WILL THEN SEND THREE (3) HARD COPIES TO THE BUYER OF THEIR FINAL CONTRACT SIGNED AND SEALED.
7. WITHIN TEN (10) BANKING DAYS BUYER SHALL ISSUE THE FINANCIAL INSTRUMENT WHICH WILL BE NON OPERATIVE AND WILL COME OPERATIVE WITH THE ISSUANCE OF PROOF OF PRODUCT (POP) AND PERFORMANCE BOND (PB) BANK TO BANK.
8. WITHIN TEN (10) BANKING DAYS AFTER RECEIPT OF FINANCE INSTRUMENT ACCEPTABLE TO THE SELLER AND THE SELLERS BANK THE SELLER PROVIDES PROOF OF PRODUCT AND PB-2% TO THE BUYER.
9. DELIVERY AND SHIPMENT SHALL COMMENCE AFTER THE FULFILLMENT OF THE PROCEDURE, STATED ABOVE, AS PER THE TERMS AND CONDITIONS OF THIS CONTRACT

ARTICLE 13 - TERMS OF DELIVERY

Seller

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character.

7

Buyer

7



1411347 ONTARIO LTD

ARTICLE 13 - TERMS OF DELIVERY

THE DATE OF THE BILL OF LADING SHALL BE CONSIDERED THE DATE OF THE SHIPMENT AND DELIVERY. THIRD PARTY BILL OF LADING SHALL BE ACCEPTABLE.

TERMS AND CONDITIONS OF THE CHARTER PARTY SHOULD COMPLY WITH THE TERMS AND CONDITIONS AS CONTAINED HEREIN. SHOULD ANY TERMS OR CONDITIONS OF THE CHARTER PARTY CONFLICT WITH THIS CONTRACT, THE TERMS AND CONDITIONS WITHIN THIS CONTRACT SHALL PREVAIL. ANY DISPUTES BETWEEN SHIP OWNERS AND CHARTERERS' SHALL NOT DELAY THE DELIVERY OF THE CARGO.

ALL EXPORT EXPENSES INCLUDING BUT NOT LIMITED TO: EXPORT LICENSE, IF ANY, EXPORT TAXES, LEVIES, ANY OTHER DUTIES, TARIFFS, APPLICABLE TAXES, DISPATCH DUTIES; PAYMENT OF ANY KIND ON CARGO TO AUTHORITIES OR GOVERNMENT OF THE COUNTRY OF EXPORTATION TO WHICH THE GOODS ARE LOADED, CONSULAR FEES, CUSTOMS, IMPORT CLEARANCE, ANY NECESSARY DOCUMENTATION IMPOSED BY THE COUNTRY OF EXPORTATION, LOADING AND ANY RELATED EXPENSES AT LOADING PORT ARE FOR THE ACCOUNT OF THE SELLER, AND ARE THE SOLE RESPONSIBILITY OF THE SELLER.

ALL IMPORT EXPENSES INCLUDING BUT NOT LIMITED TO: IMPORT LICENSE, IF ANY, IMPORT TAXES, LEVIES, ANY OTHER DUTIES, TARIFFS, APPLICABLE TAXES, DISPATCH DUTIES; PAYMENT OF ANY KIND ON CARGO BY AUTHORITIES OR GOVERNMENT OF THE COUNTRY OF DESTINATION TO WHICH THE GOODS ARE DELIVERED, ARE FOR THE ACCOUNT OF THE SELLER. DISCHARGING AND ANY RELATED EXPENSES AT DISCHARGE PORT/PIER ARE FOR THE ACCOUNT OF THE SELLER AND ARE THE SOLE RESPONSIBILITY OF THE SELLER TO UNLOAD CONTAINERS OFF IMPORT VESSEL FOR DELIVERY TO BUYERS PIER DRYAGE AGENTS. NOTE: BECAUSE THE SUGAR IMPORTED INTO THE UNITED STATES FALLS UNDER THE EXISTING QUOTA, BUYER ANTICIPATES THERE WILL BE NO DUTY CHARGES TO THEM, AND THAT THE SELLER WILL COVER ANY AND ALL DUTIES PAYABLE TO THE US CBP THAT ARE ASSOCIATED WITH THE SAID TRANSACTION, AND THE SELLER WILL COVER ALL DUTIES, IMPORT USER FEES, AND HARBOUR MAINTENANCE AND OTHER FEES APPLICABLE AND LEVIED BY US CBP ON REFINED CANE SUGAR-ICUMSA 45 UNDER ITS IMPORT TARIFFS HTSUS COVERING THE OCEAN CARGO IMPORTS INTO THE COMMERCE OF THE UNITED STATES OF AMERICA.

THE BUYER WILL BE RESPONSIBLE TO MAKE THE US CUSTOMS ENTRY IN ITS NAME, USE ITS IMPORT CUSTOMS BOND, AND PAY ALL CLEARANCE AND US CUSTOMS FORMALITIES, SUCH AS CONSULAR FEES, CUSTOMS ENTRY AND IMPORT CLEARANCE FEES, ANY AND ALL NECESSARY CUSTOMS ENTRY FILING DOCUMENTATION IMPOSED BY THE COUNTRY OF DESTINATION. FURTHERMORE THE BUYER WILL PAY THE DRYAGE FROM THE PORT OF ELIZABETH PIERS. WAREHOUSING AND HANDLING IN THE PORT, RETURNING THE EMPTY OCEAN CONTAINER TO THE DESIGNATED OCEA CARRIER DEPOT AND ALL INLAND TRANSPORTATION TO ITS DOOR IN LAKEVILLE, NEW YORK. USA..

THE BUYER SHALL PROVIDE AN AFFIDAVIT CERTIFICATE WARRANTING THAT THEY GUARANTEE AT THEIR OWN EXPENSE AND AT THE RISK OF PENALTY TO HAVE PROPER IMPORT PERMISSION ARRANGED PRIOR TO VESSEL DEPARTURE, IF APPLICABLE.

INSURANCE: THE SELLER, AT THE SELLER'S EXPENSE SHALL INSURE THE CARGO FOR ONE HUNDRED AND TEN PERCENT (110%) OF THE REPLACEMENT COST FOR THE CARGO FOR EACH SHIPMENT, IN FAVOUR OF THE BUYER. THIS WILL BE AN ALL-RISK MARINE POLICY, ISSUED BY A FIRST CLASS INSURANCE COMPANY.

PRE-ADVICE OF SHIPMENT: APPROXIMATELY FIVE (5) DAYS BEFORE LOADING COMMENCES, THE SELLER SHALL INFORM THE BUYER BY CABLE, TELEX, EMAIL OR FAX OF THE CONTRACT NUMBER, NAME OF COMMODITY, NAME OF VESSEL, FLAG OF VESSEL, NAME OF LOADING PORT AND ESTIMATED SAILING DATE AND CONFIRM THAT THE VESSEL IS NOT OLDER THAN TWENTY (20) YEARS AND IS CLASSIFIED AT LLOYDS 100-A-1 OR OF EQUIVALENT CLASS OF OTHER RECOGNIZED CLASSIFICATION SOCIETY.

Seller

8

Buyer



FastForward div of 1411347 Ontario Limited

SELLER WILL ADVISE THE BUYER OF THE NAME OF THE CHARTERED VESSEL, HER PLACE, AND POSITION, TEN (10) DAYS BEFORE THE VESSEL'S ARRIVAL AT THE LOADING PORT.

WITHIN SEVENTY TWO (72) HOURS AFTER THE VESSEL'S DEPARTURE FROM THE PORT OF LOADING, THE SELLER'S SHIPPING AGENT AND/OR THE MASTER OF THE VESSEL, SHALL NOTIFY THE BUYER OR HIS AUTHORIZED AGENT AT DESTINATION PORT OF THE FOLLOWING BY WAY OF TELEX/FAX/CABLE/E-MAIL: THE NAME OF THE NOMINATED VESSEL, IT'S FLAG AND STEAMSHIP COMPANY, TONNAGE, THE VESSEL'S SAILING DATE AND ESTIMATED TIME OF ARRIVAL (HEREINAFTER KNOWN AS "ETA") AT THE DISCHARGE PORT, THE OCEAN BILL OF LADING NUMBER, CONTRACT NUMBER, NET QUANTITY LOADED, NUMBER OF HATCHES / CRANES / DERRICKS.

ALL CHARGES AT THE PORT OF UNLOADING ARE FOR THE BUYER'S ACCOUNT. ANY TAXES OR LEVIES AT THE LOADING PORT ARE ON THE SELLER'S ACCOUNT.

SELLER SHALL PROVIDE WRITTEN ALERT TO BUYER WITHIN TWENTY-FOUR (24) HOURS AFTER RECEIPT OF NOTICE THAT VESSEL TRANSPORTING COMMODITY HAS EXPERIENCED DAMAGE, PERIL, LOSS, BREAKDOWN, OR ACCIDENT.

THE MINIMUM DISCHARGE RATE SHALL BE ONE THOUSAND FIVE HUNDRED (1,500) METRIC TONS AVERAGE MINIMUM PER WEATHER WORKING DAY OF TWENTY-FOUR (24) CONSECUTIVE HOURS AND BE IN ACCORDANCE WITH THE DISCHARGING PORT CAPACITY. THE TIMES PRECEDING TO 08:00 HOURS ON THE DAY SUCCEEDING ANY HOLIDAYS ARE EXCLUDED, EVEN IF USED. WHETHER IN BERTH OR NOT, (WIBON), WHETHER IN PORT OR NOT, WHETHER IN FREE PRACTICE OR NOT, WHETHER CUSTOMS CLEARED OR NOT, (WCCON). VESSEL HATCH OPENING AND CLOSING SHALL BE PERFORMED UNDER BUYER RESPONSIBILITY, CONTROL AND ACCOUNT.

SHOULD THE VESSEL BE DISCHARGED AT A RATE GREATER THAN THE AVERAGE, NO DELAY SHALL BE PAYABLE. IN THIS CASE SELLER SHALL PAY THE DISPATCH IN RELATION TO DELAY IN THE SAME WAY.

SHOULD THE VESSEL BE DISCHARGED AT A RATE LESS THAN THE AVERAGE, THE BUYER WILL PAY TO THE SELLER DELAY AT THE CHARTER PARTY'S STATED RATE PER RUNNING DAY AND THE PRO-RATED SHARE FOR ANY PORTION OF SUCH RUNNING DAY.

DEMURRAGE AND DISPATCH RATES ARE TO BE DETERMINED AS PER THE GOVERNING CHARTER PARTY AT TIME OF VESSEL'S NOMINATION. SELLER WILL PROVIDE THE BUYER WITH FIXED DEMURRAGE AND DISPATCH RATE.

STANDARD DEMURRAGE AND DISPATCH AT DESTINATION PORT SHALL BE ESTIMATED AT US\$16,000 (SIXTEEN THOUSAND UNITED STATES DOLLARS) AND US\$8,000 (EIGHT THOUSAND UNITED STATES DOLLARS) PER DAY RESPECTIVELY FOR VESSELS OF TWENTY FIVE THOUSAND (25,000) METRIC TONS, PRO RATA THEREAFTER. THE DEMURRAGE AND DISPATCH MONEY WILL BE PAID AGAINST NOTICE SIGNED BY THE OWNER OR MASTER OF THE VESSEL OR THE SELLER'S REPRESENTATIVE AND ALSO AGAINST PRESENTATION OF A WRITTEN ACCOUNTING OR ACTUAL STATEMENT OF FACTS WITHIN THIRTY (30) DAYS. PAYMENT WILL BE APART FROM THE FINANCIAL INSTRUMENT. SELLER AGREES TO OFFSET BUYER'S DEMURRAGE CHARGES COVERING ADDITIONAL DAYS UP TO 10.

IT IS AGREED THAT THE DELAY OR SPEED OF DISPATCH BE SETTLED BY THE BUYER AND THE SELLER WITHIN THIRTY (30) DAYS FROM RECEIPT OF THE VESSEL'S MASTER INVOICE. VESSEL MASTER SHALL ISSUE MASTER INVOICE WITHIN SIX (6) STANDARD BUSINESS HOURS. DELAY AND DISPATCH AT DESTINATION PORT SHALL BE AS PER PORT CHARGES PER DAY. THE DELAY AND DISPATCH MONEY WILL

Seller

9

Buyer

9



FastForward div of 1411347 Ontario Limited

BE PAID AGAINST NOTICE SIGNED BY THE OWNER OR MASTER OF THE VESSEL AND ALSO AGAINST PRESENTATION OF A WRITTEN ACCOUNTING OR ACTUAL STATEMENT OF FACTS WITH THIRTY (30) DAYS AS GIVEN AFORE.

LIGHTERAGE/LIGHTENING, DUE TO INSUFFICIENT DRAFT SHALL ALL BE FOR THE BUYER'S ACCOUNT. ALL LIGHTERAGE OPERATIONS SHALL BE CONDUCTED UNDER THE VESSEL MASTER'S APPROVAL AND SUPERVISION.

IF BUYER FAILS TO PAY DELAY CHARGES FOR ANY SHIPMENT UNDER THIS CONTRACT, SELLER SHALL, WITHOUT INCURRING BREACH OF CONTRACT, HAVE THE RIGHT TO DELAY OR TERMINATE FURTHER SHIPMENT (S) UNTIL ANY PAST DUE DELAY IS PAID BY UNCONDITIONAL SWIFT WIRE.

SHOULD THE VESSEL BE REQUIRED TO SHIFT FROM ONE BERTH TO ANOTHER AT PORT OF DISCHARGE THE EXPENSE IN SHIFTING SHALL BE FOR THE BUYER'S ACCOUNT. ACTUAL TIME UTILIZED IN MOVING FROM THE ANCHORAGE/WAITING AREA TO BERTH NOT TO COUNT AS LAYTIME UNLESS VESSEL IS ALREADY DELAYED. IF VESSEL IS UNABLE TO PROCEED TO BERTH WHEN AVAILABLE DUE TO TIDE, PILOT AVAILABILITY, PORT AUTHORITY RESTRICTIONS, AND/OR OTHER REASONS BEYOND OWNER'S CONTROL, TIME COUNT AS LAYTIME UNTIL VESSEL IS UNDERWAY TO BERTH.

FUMIGATION OF CARGO, AT PORT OF DESTINATION, IF REQUIRED BY BUYER/CARGO RECEIVERS, SHALL BE FOR THE BUYER'S ACCOUNT, INCLUDING BUT NOT LIMITED TO ACCOMMODATION / VICTUALING TRANSPORT FOR VESSEL CREW IF ORDERED BY PORT AUTHORITIES TO GO ASHORE. ANY TIME USED FOR CARGO FUMIGATION TO COUNT AS LAYTIME.

BUYERS AND THEIR CARGO RECEIVERS ARE FULLY RESPONSIBLE FOR ARRANGING ALL NECESSARY IMPORT/CUSTOM FORMALITIES INCLUDING IMPORT LICENSE AS WELL AS ARRANGEMENT FOR TAKING DELIVERY OF CARGO PRIOR TO THE VESSEL'S ARRIVAL, INCLUDING INCOMPLETE IMPORT FORMALITIES, OR NO STORAGE FACILITIES, OR NO TRANSPORT ARRANGEMENTS, OR IN THE EVENT CUSTOMS OR PORT AUTHORITIES DO NOT ALLOW DISCHARGE TO COMMENCE OR HALT.

DISCHARGE RATE PER DAY WILL BE PROVIDED BY THE BUYER AT THE PORT OF UNLOADING AT THE EXPENSE OF THE BUYER.

DISCHARGE DUE TO BUYER'S OR THEIR CARGO RECEIVERS FAILURE TO ARRANGE OR COMPLETE THESE FORMALITIES. THE BUYERS MUST PAY THE DELAY AND ANY OTHER ASSOCIATED COSTS, INCLUDING BUT NO LIMITED TO SHIFTING COSTS INCURRED TO THE SELLER'S/VESSEL'S OWNER'S BEFORE DISCHARGING CAN COMMENCE OR CAN RECOMMENCE.

ARTICLE 14 - DISCHARGING TERMS

THE CAPTAIN OF THE DELIVERING VESSEL SHALL SEND A CABLE/FAX TO BUYER 72/36/24 HOURS INTERVALS BEFORE ARRIVAL AT PORT OF DESTINATION TO CONFIRM THE ESTIMATED TIME OF ARRIVAL ("ETA").

PORT OF DESTINATION TIME SHALL BEGIN 24 HOURS AFTER PRESENTATION OF THE NOTICE OF READINESS ("NOR") NOTIFYING CONSIGNEE OR 1ST AGENT NOT INCLUDING THE ALLOWANCES FOR PUBLIC HOLIDAYS.

Seller *A*



FastForward div of 1411347 Ontario Limited

BUYER SHALL BE RESPONSIBLE FOR ARRANGING AND ASSURING THAT THE VESSEL WILL BE OFF-LOADED AT THE MINIMUM DISCHARGE RATE SPECIFIED WITHIN THIS CONTRACT AND THAT THIS IS IN ACCORDANCE WITH THE DISCHARGING PORT CAPACITY.

BUYER SHALL BEAR ALL COSTS AT PORT OF DESTINATION FOR INSURANCE, DELAY AT DISCHARGE PORT, DISPATCH DUTIES, TAXES, DUTIES AND OTHER CHARGES OR PAYMENTS LEVIED AGAINST THE CARGO AND ITS HANDLING AND DISCHARGE COSTS BY THE PORT AUTHORITIES OR GOVERNMENT AGENCIES OF COUNTRY OF DESTINATION TO WHICH THE GOODS ARE DELIVERED.

ARTICLE 15 - INSPECTION

THE COMMODITY IS TO BE INSPECTED AT PORT OF LOADING BY SOCIETE GENERALE DE SURVEILLANCE (SGS) AT SELLER'S COST. SGS SHALL INSPECT THE RESPECTIVE VESSEL(S) AND SHALL ISSUE ITS CERTIFICATES AS SET OUT IN ARTICLE - 10. THIS CERTIFICATION SHALL BE DEEMED TO BE FINAL AND BINDING ON BOTH PARTIES AND SHALL NOT BE THE SUBJECT OF ANY DISPUTE, SAVE FOR MANIFEST ERROR. UPON COMPLETION OF EACH VESSEL'S INSPECTIONS AS REQUIRED, SELLER WILL PROVIDE A FULL SET OF NON-NEGOTIABLE COPIES OF ALL THE SHIPPING DOCUMENTS AS DEFINED IN THIS CONTRACT AND IN THE BUYER'S FINANCIAL INSTRUMENT TO BUYER BY EXPRESS COURIER.

ARTICLE 16 - INCOTERMS / INSURANCE

IN ACCORDANCE WITH CIF CONDITIONS (ICC RULES -- INCOTERMS 2000), INSURANCE IS FOR THE SELLER'S ACCOUNT AND IS THE SELLER'S SOLE RESPONSIBILITY TO BE ISSUED IN THE NAME OF THE BUYER.

ALL RISK MARINE INSURANCE POLICY CERTIFICATE WILL BE PROVIDED FOR ONE HUNDRED AND TEN PERCENT (110%) OF THE REPLACEMENT COST OF THE CARGO FOR EACH SHIPMENT.

ALL SHIPMENTS TO BE EFFECTED BY VESSELS OF TWENTY (20) YEARS OF AGE MAXIMUM. THE CARRYING VESSEL TO BE FULLY COVERED FOR PROTECTION & INDEMNITY RISK (P&I) WITH AN INTERNATIONAL GROUP (OR EQUIVALENT) P&I CLUB. THE P&I INSURANCE CERTIFICATE SHOULD BE PROVIDED THROUGH FACSIMILE TRANSMISSION.

TITLE TO THE PRODUCT SHALL PASS TO THE BUYER UPON RECEIPT OF PAYMENT OF SELLER'S INVOICE. RISK OF LOSS OR DAMAGE TO THE PRODUCT TO PASS FROM SELLER TO BUYER AT THE LOADING PORT. THIS SHALL BE SUBJECT TO INCOTERMS 2000.

ARTICLE 17 - FORCE MAJEURE

NEITHER PARTY TO THIS CONTRACT SHALL BE HELD RESPONSIBLE FOR BREACH OF CONTRACT CAUSED BY AN ACT OF GOD, INSURRECTION, CIVIL WAR, MILITARY OPERATIONS OR LOCAL EMERGENCIES. THE PARTIES DO HEREBY ACCEPT THE INTERNATIONAL PROVISION OF "FORCE MAJEURE" AS PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE.

WHEN FORCE MAJEURE HAPPENS THE BUYER OR SELLER MUST IMMEDIATELY SEND WITHIN FIFTEEN (15) DAYS THEREAFTER BY REGISTERED AIRMAIL TO THE OTHER PARTY A CERTIFICATE OF FORCE MAJEURE ISSUED BY A COMPETENT GOVERNMENT AUTHORITY AT THE PLACE WHERE THE FORCE MAJEURE OCCURRED AS EVIDENCE THEREOF.

ARTICLE 18 - ARBITRATION

THE PARTIES HEREBY AGREE TO SETTLE ALL DISPUTES AMICABLY. IF SETTLEMENT IS NOT REACHED, THE DISPUTE IN QUESTION SHALL BE SUBMITTED TO ARBITRATION. THE PLACE OF ARBITRATION SHALL BE IN

Seller

11

Buyer

11



FastForward div of 1411347 Ontario Limited

THE CITY OF NEW YORK IN THE UNITED STATES AT THE COURTS OF ARBITRATION UNDER I.C.C. RULES AND REGULATIONS FOR COMMERCIAL ARBITRATION BY SINGEL ARBITRATOR. THE LOSING PARTY WILL PAY THE ARBITRATION FEE. IT IS UNDERSTOOD THAT IN THE EVENT OF DISPUTE OR ARBITRATION, ENGLISH LANGUAGE AND THE LAWS OF THE UNITED STATES SHALL PREVAIL. THE AWARD OF ICC SHALL BE FINAL AND BINDING FOR BOTH PARTIES.

ARTICLE 19 - EXECUTION OF CONTRACT

EACH OF THE PARTIES TO THIS CONTRACT REPRESENTS THAT IT HAS FULL LEGAL AUTHORITY TO EXECUTE THIS CONTRACT AND THAT EACH PARTY IS TO BE BOUND BY THE TERMS AND CONDITIONS AS SET FORTH HEREIN. EACH PARTY AGREES THAT CONTRACT MAY BE EXECUTED SIMULTANEOUSLY BY AND BETWEEN THE PARTIES VIA FAX OR FACSIMILE / E-MAIL TRANSMISSION, EACH OF WHICH SHALL BE DEEMED AS ORIGINAL NATURE. THIS CONTRACT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ANY CHANGE WILL BE MADE IN WRITING, EXECUTED BY BOTH PARTIES.

BUYER AND SELLER AGREE THAT EITHER PARTY MAY ASSIGN THIS CONTRACT, IN WHOLE OR IN PART(S), TO A THIRD PARTY; HOWEVER, THE ASSIGNOR SHALL REMAIN LIABLE UNDER THIS CONTRACT.

ARTICLE 20 - NON-DISCLOSURE & NON-CIRCUMVENTION

ALL PARTIES DO HEREIN AGREE THAT NON-CIRCUMVENTION AND NON-DISCLOSURE RULES OF ALL ISSUES FROM INTERNATIONAL CHAMBER OF COMMERCE APPLY TO THIS TRANSACTION FOR A PERIOD OF FIVE (5) YEARS FROM DATE OF EXECUTION. THIS AGREEMENT BY UNDERSIGNED, HIS OR HER ASSIGNS, AGENTS, HEIRS, THIS NDNC ALSO APPLIES TO ANY AND ALL OTHER TRANSACTIONS DIRECTLY OR INDIRECTLY BETWEEN THE PARTIES.

BUYER AND SELLER RESPECT THE HIGHLY CONFIDENTIAL NATURE OF THIS CONTRACT AND AGREE TO MAINTAIN IN STRICTEST CONFIDENCE THE NAMES OF THE PARTIES WHOSE IDENTITIES MAY BECOME KNOWN ONE ANOTHER THROUGH EITHER THE TENDERING OF DOCUMENTS OR ASSEMBLY OF BANKING OR GOVERNMENT APPROVALS. THE PARTIES AGREE TO MAINTAIN STRICT CONFIDENTIALITY CONCERNING THE IDENTITIES OF THE PARTIES DIRECTLY OR INDIRECTLY INVOLVED IN THIS TRANSACTION. ALL DATA REMAIN THE PROPERTY OF THE PARTY WHO HAS BROUGHT THE RESPECTIVE DATA INTO THIS TRANSACTION. ANY OF THE PARTIES BREACHING THIS RULE WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH ACTION TO BE COMMITTED DELIBERATELY OR BY NEGLIGENCE. IN CASE OF BREACH OF THE RESPECTIVE RULES EMITTED, THE LAWS OF THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS (ICC/PARIS) WILL BE APPLIED TO.

THE INTERFERING PARTY WILL BE CHARGED WITH THE LOSS OF PROFITS IN THIS OR ANY FUTURE TRANSACTION, BY THE INJURED PARTY, WHO WILL BE ENTITLED TO FILE LEGAL PROCEEDINGS AGAINST THE INTERFERING PARTY AT THE INTERNATIONAL CHAMBER OF COMMERCE IN NEW YORK CITY NEW YORK, USA TO RECOVER THEIR LOSSES.

ARTICLE 21 - GOVERNING LAW

THE CONTRACT WILL BE GOVERNED, AND INTERPRETED IN ACCORDANCE WITH THE RULES OF THE INTERNATIONAL CHAMBER OF COMMERCE AND ENGLISH LAW, AND SUBJECT TO THE INTERPRETATION OF INCOTERMS 2000 EDITION TO APPLY.

ARTICLE 22 - CLAIM

Seller

12

Buyer

12



FastForward div of 1411347 Ontario Limited

SHOULD THE COMMODITY BE DAMAGED DURING TRANSPORTATION TO THE DESTINATION PORT THE BUYER 'S CLAIM IS TO BE ADDRESSED TO THE INSURANCE COMPANY AND SETTLED BETWEEN THE BUYER AND THE INSURANCE COMPANY.

ARTICLE 23 - BREACH OF THE CONTRACT

In the event of a breach of any term of this contract the defaulting party shall be given a reasonable period in which to rectify the said breach.

If the defaulting party fails to rectify the breach, the aggrieved party shall be entitled to cancel the contract and claim value of not less than 5% of the total value of the Finance Instrument value for the damages for losses and expenses suffered.

Consequential losses shall be specifically excluded from this contract. and /or buyer failed to open the non-operative L/C he will responsible to compensate the seller by 5% of total value of the contract and compensate the brokers /seller intermediaries as per signed MFPA between them and seller .

ARTICLE 24 - VALIDITY PERIOD

IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS CONTRACT WILL HOLD ITS VALIDITY IF BANKING INSTRUMENTS ARE PUT INTO PLACE BEFORE MAY 13TH, 2011.

ARTICLE 25 – NOTIFICATIONS

THE PARTIES HEREBY AGREE THAT ANY AND ALL NOTICE OR OTHER COMMUNICATION PROVIDED FOR, REQUIRED, PERMITTED, OR WITH RESPECT TO THIS CONTRACT SHALL BE IN WRITING, AND SHALL BE DEEMED SUFFICIENTLY GIVEN AND EFFECTIVE ON THE TENTH (10) BUSINESS DAY AFTER DISPATCH BY AIR COURIER SERVICE, CERTIFIED OR REGISTERED MAIL TO THE RESPECTIVE ADDRESSES OF EACH PARTY AS SET FORTH HEREIN, OR, AS EITHER PARTY, FROM TIME TO TIME, SHALL NOTIFY THE OTHER IN WRITING SENT IN THE SAME MANNER AS HEREIN PROVIDED. UNTIL DELIVERY OF FULLY EXECUTED HARD COPY ORIGINALS, FACSIMILE COPY OF NOTICES IS THE OPERATIVE INSTRUMENT SHALL BE DEEMED AN ORIGINAL, AND IS LEGALLY VALID AND BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND SHALL BE ADMISSIBLE AS EVIDENCE IN ANY PROCEEDING RELATING TO THE SUBJECT OF THIS CONTRACT.

A STAMPED RECEIPT ISSUED BY A COUNTRY'S AUTHORIZED POST OFFICE FOR REGISTERED MAIL SHALL BE PRESUMPTIVE EVIDENCE OF DEPOSIT IN THE MAIL, AND ALSO A RECEIPT SIGNED BY A RESPONSIBLE PERSON FOR THE RECIPIENT PARTY OR COURIER SHALL BE PRESUMPTIVE EVIDENCE OF ACTUAL DELIVERY.

PERSON FOR THE RECIPIENT PARTY OR COURIER SHALL BE PRESUMPTIVE EVIDENCE OF ACTUAL DELIVERY.

SELLER
1411347 ONTARIO LIMITED
33 QUEEN ST. S. KITCHENER,
ONTARIO, CANADA, N2G1V8

BUYER
SWEETENERS PLUS, INC.
5768 Sweeteners Blvd.
Lakeville, NY 14480
United States of America

Seller

13

Buyer

13

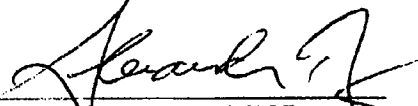


FastForward div of 1411347 Ontario Limited

DATE: March 30, 2011
 COMPANY SEAL

For and behalf of the seller:

For and behalf of the Buyer:


 Name: ALEXANDER RUGE
 SR COMMODITIES

MARK WHITFORD
 VP SALES & MARKETING

ANNEX "A"

SCHEDULE OF DELIVERIES


QUANTITY	START TO DELIVER	END OF DELIVERY
	35-45 DAYS FROM LC.	WITHIN 16-18 DAYS AFTER VESSEL IS LOADED

FURTHER TO THE CONDITIONS SET OUT IN ARTICLE 06 AND ARTICLE 12 / 10 THE BUYER'S SHIPPING SCHEDULE IS AS FOLLOWS:

- VESSEL SHIPPED 35-45 DAYS AFTER ACCEPTANCE OF FINANCE INSTRUMENT BY SELLER'S BANK

STANDBY LETTER OF CREDIT

Issued by:
 Number of the Standby Letter of Credit:
 Date of issuance:
 Date of maturity: ____ Months from the date of issuance
 Date of expiry: 15days after the date of maturity

Seller 

14

Buyer

14



FastForward div of 1411347 Ontario Limited

BENEFICIARY:

Beneficiary's bank:
Address of the bank:
Account name:
IBAN:

We the undersigned, Bank., in full banking responsibility, hereby confirm the issuance of our Unconditional Irrevocable, Divisible, Transferable, Unencumbered and Assignable STANDBY LETTER OF CREDIT, for the amount of USD 8,750,000.00
To

This Standby Letter of Credit will be valid 6 Months (180days) from its issuance. Payment will be available, from maturity date, at first written demand (reference : contract no. XXXX) from the Beneficiary, or Holder or Owner of the present standby letter of credit, via tested telex or fax. Any demand will have to refer as follows:

« Drawn under STANDBY LETTER OF CREDIT N°..... Dated »
This STANDBY LETTER OF CREDIT will be governed by the rules of the International Chamber of Commerce from Paris (France) (UCP500/600).
This cable is an operative instrument, all charges for applicant's expense.

This standby letter of credit expires on 15days after the date of maturity.

Authorized bank Officer [1]
Name :
Title : Manager
Tel :
Fax :
Seal of the bank

Authorized bank Officer [2]
Name :
Title :
Tel :
Fax :
Seal of the bank

END

Seller

15

Buyer

15

From: Louis A. Ferro
To: Vincent M. DeOrchis
Subject: FW: Authorization to transfer LC
Date: Thursday, November 10, 2011 10:00:27 AM

From: Fastforwardglobal Inc. [mailto:fastforwardglobal@gmail.com]
Sent: Monday, September 12, 2011 6:07 PM
To: Louis A. Ferro
Subject: Fwd: Authorization to transfer LC

----- Forwarded message -----

From: **Fastforwardglobal Inc.** <fastforwardglobal@gmail.com>
Date: Wed, Aug 31, 2011 at 3:45 PM
Subject: Authorization to transfer LC
To: "Louis A. Ferro" <louis@chobeconsulting.com>
Cc: eurasia@rogers.blackberry.net, Patrick Rodgers <startradingusa@hotmail.com>

Please be advised that Claire Ambrosio is authorised to receive the sweeteners plus email on behalf of Fastforward to fulfill the contract with Archangel.

Yours truly,
alexander RugeC

On Aug 31, 2011 12:26 PM, "Louis A. Ferro" <louis@chobeconsulting.com> wrote:

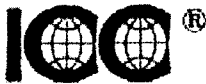
> Alex:
>
> I just spoke to Mark. He said M&T has tried three times to send the LC to
> CIBC today, per the agreement, and it has been rejected each time. The bank
> indicated it has to go through the beneficiary per agreement or change the
> agreement, which will take time. We need to use an account in the
> beneficiaries name.
>
> We need to resolve this asap.
>
> Best,
> Louis
>
>
> Louis A. Ferro
> Chobe Advisers LLC
> 240 East 47th Street
> New York, NY 10017
> [\(917\) 270-0709](tel:9172700709)
> [\(703\) 891-9424](tel:7038919424) Fax
>
> Disclaimer: Sender is not a United States Securities Dealer or Broker or
> U.S. Investment Advisor. Sender is a Consultant and makes no warranties or

16

- > representations as to any Buyer, Seller or Transaction. This e-mail letter
- > and the attached related documents are never to be considered a solicitation
- > for any purpose in any form or content. Upon receipt of these documents you,
- > as the Recipients, hereby acknowledges this warning and disclaimer. If
- > acknowledgment is not accepted, Recipients must return the document copies,
- > in their original received condition. These Confidential communications are
- > protected under Gramm-Leach-Bailey Act 15 USC, Subchapter 1, sections
- > 6801-6809 and other laws addressing the disclosure of Non-Public Personal
- > Information.
- >
- >
- >



Robert M. Coffey



International Chamber of Commerce

The world business organisation

**INTERNATIONAL CHAMBER OF COMMERCE (I.C.C 400/500/600)
NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)
IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

CONTRACT CODE :	FDOL/08212011/001
SELLER'S TRANSACTION CODE :	FDOL/08212011/001
SELLER'S CODE :	
BUYER'S CODE :	
TYPE OF CONTRACT :	12,500 MT Spot \$630 / \$700 (\$34.00 / MT total commission)
PRODUCT :	ICUMSA 45
PRODUCT ORIGIN :	BRAZIL
CONTRACT QUANTITY :	12,500 MT
CONTRACT PERIOD :	SPOT
PAYMENT TERM :	Wire Transfer Immediately
SELLER'S NAME/SUPPLIER'S NAME :	Fast Forward, Inc./Archangel World Investment, Inc
SELLER'S SIDE REPRESENTATIVE :	Chobe Advisors LLC
BUYER'S NAME :	Sweeteners Plus, Inc.
BUYER'S SIDE REPRESENTATIVE :	Continental Commodities Partners, LLC
CONTRACT RELEASED DATE :	September 22, 2011

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)	IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)
<p>WHEREAS the undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce.</p> <p>WHEREAS the undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as "Affiliates").</p> <p>NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is</p>	<p>We the undersigned herewith referred as the Seller, under penalty of perjury do hereby irrevocably confirm and irrevocably accept to pay all intermediaries and fee holders at the same time and in a manner as the Seller is being paid for each and every transaction of this contract up to the completion of the contract plus rollovers and extensions and in accordance with the bank details to be specified in this contract.</p> <p>We, the SELLER, irrevocably confirm that we will order and direct our bank to endorse automatic payment orders to the beneficiaries named below; furthermore, We, the SELLER, confirm that all pay orders shall automatically transfer funds as directed into each beneficiaries designated bank account within 1 (one) day after the date of closing and completion of each and every shipment of the product during the contract term plus any/or extensions and rollover of the specified contract. For the purpose of clarity, we confirm that the closing and completion of each and every shipment shall be deemed to take place when the letter of credit issued</p>

19



International Chamber of Commerce
The world business organisation

acknowledged hereby, the parties hereby agree as follows:

1. TERMS AND CONDITIONS

- A. The parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source and,
- B. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to the named parties pursuant to the express written permission of this party who made available the source, and,
- C. That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected.
- D. That they will not disclose names, addresses, e-mail address, telephone and tele-fax or telex numbers to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and they will not enter into any direct negotiations or transactions with such contracts revealed by the other party and
- E. That they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the
- F. Parties to this agreement, unless written permission has been obtained from the other party (ies) to do so. For the sale of this agreement, it does not matter whether information obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause.
- G. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all

by the Seller has been drawn down at the counters of the issuing bank.

We, the SELLER, agree to provide all beneficiaries with written evidence of the pay orders lodged with our bank together with acknowledgements of their acceptance. Furthermore, our bank shall be instructed to provide duly signed and stamped acknowledgement of this instruction as set out in the annex. Forming part of this agreement. It is understood that for the purposes of this Master Fee Protection Agreement, our bank shall be the same bank and this IMFPA acts as an integral part of it.

We the undersigned being SELLER or the Seller's named legally authorized representative as stated within the signed and legally binding main transaction, contract unconditionally agree and undertake to approve and originate all payments in USD currency to all beneficiaries named below as their rightful and payable commissions. This agreement also acts as a record confirming the commission amounts for each named beneficiary as set out below:-

TOTAL COMMISSION SHALL BE PAID BY THE SELLER AS FOLLOWS:-

USD\$425,000.00

TERM & CONDITIONS:

This master fee protection agreement covers the initial contract and shall include any renewals, extensions, rollovers, additions or any new or transfer contract any how originated from this transaction because of the above intermediaries or changing codes of the initial contract entered into between the SELLER and SELLER.

This master fee protection agreement and any subsequently issued pay orders shall be assignable, transferable and divisible and shall not be amended without the express written and notarized consent of the receiving beneficiary. All parties agree neither to circumvent nor to attempt circumvent either for the transaction of this current contract or in the future for a period of five (5) years from the date of the execution of this fee protection agreement. This document binds all parties, their employees, associates, transferees and assignees or designees.

All faxed and/or e-mailed signatures shall be considered as original signatures for the purpose of binding all parties to this agreement. This document may be signed & in any number of counterparts all of which shall be taken together and shall constitute as being one & the same instrument.

Any party may enter into this document and the agreement constituted thereby by signing any



International Chamber of Commerce
The world business organisation

<p>legal costs and expenses incurred to recover the lost revenue.</p> <p>H. All considerations, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed.</p> <p>I. This Agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law in All Commonwealth Country's, European Union Country's, USA Courts, or under Swiss Law in Zurich, in the event of dispute, the arbitration laws of states will apply.</p> <p>J. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for five (5) years from last date of signing.</p>	<p>counterpart any time, date or period mentioned in any provision of this document shall only be amended by agreement in writing and signed off by all parties concerned.</p> <p>Furthermore, we agree that any and all commissions due shall be paid to the beneficiary as a result of any extension or rolls of the contract and that we shall effect all necessary documentation with our bank without any undue delays to ensure such commissions and paid within the terms of the agreement.</p> <p>PARTIAL INVALIDITY: The illegality, invalidity and non-enforceable provision of this document under the laws of any jurisdiction shall not affect its illegality, validity or enforceability under the law of any other jurisdiction or provision.</p> <p>GOVERNING LAW AND JURISDICTION: This document shall be governed & construed in accordance with current English or I.C.C 400/500/600 signed between partners NCND laws.</p> <p>ARBITRATION: All parties agree to refer any disputes between the parties arising out of or in connection with this agreement including any questions regarding its existence, validity or termination to arbitration rules of the international arbitration centre (I.A.C). The appointed arbitrator shall hold the proceedings in any country chosen by the parties and the rules of the IAC shall apply. This document is signed and accepted by parties named below as to be included in the main contract.</p>
<p>2. AGREEMENT TO TERMS</p> <p>A. Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an executed contract. Agreement enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.</p> <p>B. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.</p>	

"Accepted and agreed without change (Electronic signature is valid and accepted as hand signature)"

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

1. EDT(Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:-
Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global & National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)

2. **ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).**

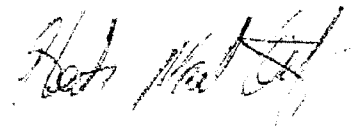
3. EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective

21



International Chamber of Commerce
The world business organisation

obligations and duties under EDT instruments.


NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)		IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)	
SELLER/SUPPLIER			
NAME:	1411347 Ontario Limited (Fast Forward)/Archangel World Investment (supplier)	COMMISSION SIZE (WITH ROLLS+EXT):	\$34.00 per MT
DESIGNATION:	Leonard Alexander Ruge/Hector Ortiz	Paymaster NAME:	Claire C. Ambrosio
POSITION:	President/General Manager	BANK NAME:	Preferred Bank
ADDRESS:	Panama	BANK ADDRESS:	601 Figueroa Street Los Angeles
TEL:		IBAN No:	
MOBILE:	507-6717-0903	SWIFT CODE:	
FAX:		BANK OFFICER:	May Huang
EMAIL ADDRESS:	hector@archangeltrading.com	BANK TEL:	310-286-2020
SKYPE ID:	h.ortiz	BANK FAX:	310-229-1661
PASSPORT No:	208413524	PAYMASTER FOR:	Chobe Advisors LLC
NATIONALITY:	USA	PASMASTER FOR:	Continental Commodities Partners, LLC
TODAY'S DATE:	September 22, 2011	PASMASTER FOR:	
		PAYMASTER FOR:	
SIGNATURE AND SEAL:	 <p>ARCHANGEL WORLD INVESTMENT, L.N.C. R.U.C. 1943851-7-730490 D.V. 46 Corporate Stamp & Seal.</p>		

22




International Chamber of Commerce
The world business organisation

Sellers Side Representative

NAME :	Louis A. Ferro	Commission Size with rolls and extension	\$18.00USD per MT X 12,500 MT= \$225,000.00
Passport # :	112920683 USA	Beneficiary's Name :	Chobe Advisors, LLC – Louis Ferro
Nationality :	USA	Account Name :	Chobe Advisors, Advisors LLC
Company Name :	Chobe Advisors, LLC (As Paymaster)	Account # :	9759-07056
Designation :		Bank Name :	JP Morgan Chase
Address :	240 East 47th Street, Suite 20D New York, NY 10017	Bank Address :	Lincoln Building 60 east 42nd Street New York, NY 10165
Telephone # :	(917) 270-0709	Swift Code :	CHASUS33
Fax # :	(703) 891-9424	ABA / Routing # :	021000021
Mobile # :	(917) 270-0709	Bank Officer :	Jermel L. Singleton
Email Address :	Louis@chobeadvisers.com Louis@chobeconsulting.com	Bank Telephone # :	212-661-8520
Web Address :		Bank Fax # :	212-661-8487
Today's Date :	September 18, 2011		
SIGNATURE & SEAL			



International Chamber of Commerce
The world business organisation

Buyers Side Representative			
NAME :	Felix Reznick	Commission Size with rolls and extension :	\$16.00USD per MT X 12,500 MT= \$200,00.00
Passport # :	USA 113227034	Beneficiary's Name :	
		Account Name :	Continental Commodities Partners, LLC
Company Name :	Continental Commodities Partners, LLC	Account # :	983-847534
Designation :		Bank Name :	J. P. Morgan Chase
Address :	445 Park Avenue, 17th Floor New York, New York 10022	Bank Address :	722 Brighton Beach Ave Brooklyn, NY 11235
Telephone # :	212-490-5900	Swift Code :	CHASUS33
Fax # :	646-349-2383	ABA / Routing # :	021000021
Mobile # :	917-710-7462	Bank Officer :	Tamara Polosine
Email Address :	Freznick@reznicklaw.com	Bank Telephone # :	718-891-5463
Web Address :		Bank Fax # :	
Today's Date :	September 22, 2011		
SIGNATURE & SEAL			

24



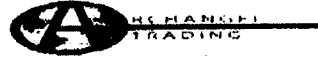
International Chamber of Commerce
The world business organisation

END OF DOCUMENT

25

Archangel World Investment INC
 Calle Jaime de La Guardia numero 7
 San Fransisco Coco del Mar Panama,
 Republica de Panama
 REGISTRATION NUMBER : 194395-1-730490 DV 46


PRO FORMA INVOICE



INVOICE No
 FDOL/08212011/001

21 September, 2011

BILLING ADDRESS:
 Sweeteners Plus Inc.
 5768 Sweetners Blvd.
 Lakeville NY 14480 USA

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12.500 Metric Tons	ICUMSA: 45 RBU Attenuation index units method n° 4-1978 Colour: Sparking Crystal White Polarization at 20°c: 99.8% Minimum Granulation: Fine Solubility: 100% dry/free fine flowing Reducing Sugar: 0.05% Maximum by weight Substance: Solid Crystal Moisture: 0.04% MAX. Smell: Free of any smell Sediments: None Sulphated ash content: 0.04% Maximum. Ash by electrical Conductivity: 0.04 % Maximum (On dry weight basis) Magnetic particles: 4 Mg/kg Maximum Sulphur Dioxide: 20 ppm Maximum HPN Staph Aurous: Nil Max AS: 1 ppm Maximum Max OS: 2 ppm Maximum Max CU: 3 ppm Maximum Radiation: Normal Certified without presence of CAESIUM OR IODINE Phytoehitary Certificate: No virus, no insect parts or husks, no poisonous matter and not genetically modified and is suitable for human consumption. Crop: Current PACKED IN JUMBO 1000 Kilo Bags 	\$700.00	\$ 8,750,000.00
		ARCHANGEL WORLD INVESTMENT, I.N.C. R.U.C. 194395-1-730490 D.V. 46 <hr/> Corporate Stamp & Seal.	
		AMOUNTS SHOWN IN UNITED STATES DOLLARS	
		SUBTOTAL	US\$ 8,750,000.00
		Tax Deductions	\$450,000'00
		Allowance Deductions	\$437,500.00
		TOTAL PAID	\$ 7,862,500.00

26

Exhibit B

PAYMASTER AGREEMENT

PAYMASTER AGREEMENT, dated as of September 17, 2011 (the "Agreement"), among Archangel Trading, Archangel World Investments, Inc. through Hector Ortiz their General Manager ("Beneficiaries") and Claire C. Ambrosio (the "Paymaster")(collectively the "Parties").

WITNESSETH:

WHEREAS, the Beneficiaries have designated Paymaster to be paid by the Seller Archangel Trading for a purchase of 12,500 metric tons of Refined Cane Sugar ICUMSA 45 with pursuant to Contract dated August 22, 2011 ("the Purchase Agreement") with FastFoward Div. of 1411347 Ontario Ltd. and 1411347 Ontario has a Purchase Agreement dated May 4, 2011 with Buyer Sweetener's Plus, Inc., true and correct copies are attached hereto and incorporated by reference as Exhibit B. Beneficiaries have agree to supply to Buyer directly on behalf of 1411347 Ontario Ltd.

WHEREAS, the Paymaster is willing to act as a paymaster in respect of the payments due under the Agreement upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Appointment of Paymaster. The Parties hereby appoints the Paymaster as Paymaster in accordance with the terms and conditions set forth herein, and the Paymaster hereby accepts such appointment.

2. Deposit into the Escrow/Trust Account ("Escrow/Trust Account"). The Seller under the Agreement will deposit, or cause to be deposited, with the Paymaster's Escrow/Trust Account the Beneficiaries' commission amount ("Commission"). The receipt of which amounts will be acknowledged by the Paymaster and a copy of such receipt sent to the Parties. (Commission shall be only that amount which is listed on the official receipt from the Paymaster"). Commission shall be held by the Paymaster upon the terms and conditions hereinafter set forth. The Parties know and understand that the Commission is to be deposited in the Paymaster's Trust Account and interest earned on the Amounts will not be applied to those Amounts but rather will be retained by the State Bar of California.

3. Custody of the Commission. During the term of this Agreement, the Paymaster shall hold in custody the Commission. Notwithstanding the foregoing, the Paymaster shall have the power to release all or any portion of the Commission, when required to, pursuant to Section 4 hereof.

4. Distribution of Commission. The Paymaster shall hold the Commission in its Trust Account and distribute to the Parties as listed in Exhibit A thereof as follows:

- (a) Notwithstanding anything else in this Section 4, no portion of the Commission shall be disbursed except in accordance with the instructions of Exhibit A attached hereto and corporate by reference.
- (b) The Paymaster shall release the Commission (or any portion thereof) to the parties referenced in such notice within two (2) to four (4) Business Days after the funds have cleared except for the parties listed in Sub Total 1.

Beneficiaries hereby instruct Paymaster to make such payments as listed above and will hold harms and indemnify Paymaster from any liability including any action brought by the Seller or Seller's bank.

For purposes of this Agreement, "Business Day" shall mean any day that is not a Saturday or Sunday or a day on which banks are required or permitted by law or executive order to be closed in the State of California.

5. Resignation or Removal of Paymaster. The Paymaster may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to the Parties specifying a date when such resignation shall take effect and upon delivery of the Commission to the successor Paymaster designated by the Parties in writing. Such successor Paymaster shall become the Paymaster hereunder upon the resignation date specified in such notice.

If the Parties fail to designate a successor Paymaster within thirty (30) days after such notice, the Paymaster shall be entitled to apply to a court of competent jurisdiction for the appointment of a successor. The Paymaster shall continue to serve until its successor accepts the appointment and receives the Commission. The Parties shall have the right at any time to remove the Paymaster and substitute a new Paymaster by giving notice thereof to the Paymaster then acting. Upon its resignation and delivery of the Commission as set forth in this Section 5, the Paymaster shall be discharged of and from any and all further obligations arising in connection with this Agreement.

6. Indemnification of Paymaster. (a) The Paymaster shall have no duties or responsibilities whatsoever with respect to the Commission except as are

specifically set forth herein. The Paymaster shall neither be responsible for or liable under, nor chargeable with knowledge of the terms and conditions of, any other agreement, instrument or document in connection herewith. The Paymaster may conclusively rely upon, and shall be fully protected from all liability, loss, cost, damage or expense in acting or omitting to act pursuant to any written notice, instrument, request, consent, certificate, document, letter, telegram, opinion, order, resolution or other writing hereunder without being required to determine the authenticity of such document, the correctness of any fact stated therein, the propriety of the service thereof or the capacity, identity or authority of any party purporting to sign or deliver such document. The Paymaster shall have no responsibility for the contents of any such writing contemplated herein and may rely without any liability upon the contents thereof.

(b) The Paymaster shall not be liable for any action taken or omitted by it in good faith and reasonably believed by it to be authorized hereby or with the rights or powers conferred upon it hereunder, nor for action taken or omitted by it in good faith, and in accordance with advice of counsel (which counsel may be of the Paymaster's own choosing), and shall not be liable for any mistake of fact or error of judgment or bank errors or for any acts or omissions of any kind except for its own willful misconduct or gross negligence.

(c) The Beneficiaries agree to indemnify the Paymaster and its employees, directors, officers and agents and hold each harmless against any and all liabilities incurred by it hereunder as a consequence of such party's action, and to indemnify the Paymaster and hold it harmless against any claims, costs, payments, and expenses (including the fees and expenses of counsel) and all liabilities incurred by it in connection with the performance of its duties hereunder and them hereunder, except in either case for claims, costs, payments, and expenses (including the fees and expenses of counsel) and liabilities incurred by the Paymaster resulting from its own willful misconduct or gross negligence. The provisions of this Section 6 shall survive the termination of this Agreement or resignation or removal of the Paymaster.

7. Compensation of Paymaster. For all services rendered by it hereunder the Paymaster shall be entitled to payment from the Beneficiaries in the amount of \$15,000 and reasonable and customary expenses. The Paymaster shall also be entitled to reimbursement on demand for all loss, liability, damage or expenses paid or incurred by it in the administration of its duties hereunder, including, but not limited to, all reasonable counsel, advisors' and agents' fees and disbursements and all taxes or other governmental charges. At all times, the Paymaster will have a right of set off and first lien on funds in the Commission for payment of fees and expenses and all such reasonable loss, liability, damage or bank expenses.

8. Termination of Agreement. This Agreement shall terminate on the final disposition of the Commission pursuant to Section 4, provided that the rights of the Paymaster and the obligations of the other parties hereto under Sections 6 and 7

shall survive the termination hereof and the resignation or removal of the Paymaster.

9. Consents to Service Process. Each of the parties hereto hereby irrevocably consents to the jurisdiction of the courts of the State of California and of any State or Federal Court located in the County of Los Angeles in such State in connection with any action, suit or other proceeding arising out of or relating to this Agreement or any action taken or omitted hereunder, and waives any claim of forum non conveniens and any objections as to laying of venue. Each party further waives personal service of any summons, complaint or other process and agree that the service thereof may be made by certified or registered mail directed to such person at such person's address for purposes of notices hereunder.

10. Tax Withholding & Reporting. (a) On or prior to the date of this Agreement, the Parties, if required, for purposes of United States backup withholding tax and information reporting requirements, will provide the Paymaster with an executed copy of Internal Revenue Service form W-9 or any successor form. Paymaster will provide the Parties with 1099 tax forms at the conclusion of the Agreement or at end of each calendar year. Paymaster does not pay any taxes or provide any tax advice on behalf of the Parties

11. Miscellaneous. (a) This Agreement embodies the entire agreement and understanding among the parties relating to the subject matter hereof, and may not be changed orally, but only by an instrument in writing signed by the parties hereto.

(b) All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally, on the next Business Day after delivery to a recognized overnight courier or mailed first class (postage prepaid) in the case of notices or other communications sent to the Paymaster, by delivery of the original) at the following addresses (or to such other address as a party may have specified by notice given to the other parties pursuant to this provision):

If to the Beneficiaries, to:
Hector M Ortiz
General Manager
Archangel World Investment INC
Calle Jaime de La Guardia numero 7
San Fransisco Coco del Mar
Panama, Republica de Panama
194395-1-730490 DV 46
507-6717-0903
hector@archangeltrading.com

If to the Paymaster, to:

Claire C. Ambrosio
Attorney at Law
952 N. Western Avenue
Los Angeles CA 90029

(c) This Agreement and the rights and obligations hereunder of parties hereto may not be assigned except with the prior written consent of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and permitted assigns. Except as expressly provided herein, no other person shall acquire or have any rights under or by virtue of this Agreement.

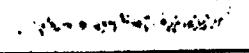
(d) This Agreement may not be amended, supplemented or otherwise modified without the prior written consent of the parties hereto.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to the principles of conflict of laws.

(f) THE PARTIES AGREE AND UNDERSTAND THE PAYMASTER IS ONLY PROVIDING PAYMASTER SERVICES AND NO LEGAL REPRESENTATION OR SERVICES WILL BE PROVIDED BY THE PAYMASTER UNDER THIS AGREEMENT.

(g) This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

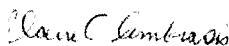
**ARCHANGEL WORLD
INVESTMENT, I.N.C.**
R.U.C. 1943951-1-730490 D.V. 48

Corporate Stamp & Seal

Beneficiary: ARCHANGEL TRADING
ARCHANGEL WORLD INVESTMENTS, INC.



By: _____
HECTOR M. ORTIZ
GENERAL MANAGER

CLAIRE C. AMBROSIO AS PAYMASTER



By: _____



FastForward div of 1411347 Ontario Limited

CONTRACT OF PURCHASE AND SALE

SELLER ISSUES THIS ELECTRONIC VERSION CONTRACT TO BE SIGNED BY BOTH PARTIES WHICH WILL HAVE LEGAL FORCE UNTIL SIGNING OF THE ORIGINAL CONTRACT

PURCHASE AND SALE CONTRACT FOR TWELVE THOUSAND FIVE HUNDRED (12,500) METRIC TONS OF REFINED CANE SUGAR ICUMSA 45 RBU.

**CONTRACT NUMBER: ST//130411
TRANSACTION CODE: ST//130411/12,5KSU
FCO NUMBER: ST//030411/SUGAR/12,500K**

****THIS CONTRACT IS CONFIDENTIAL AND CANNOT BE CIRCULATED FREELY AND IS ONLY FOR THE PURPOSE OF THIS TRANSACTION. ALL CHANGES MADE TO THE CONTRACT MUST BE INITIALED AND ARE SUBJECT TO THE SELLERS FINAL APPROVAL**.**

THIS AGREEMENT IS MADE ON May 4, 2011 UNDER ICC TERMS AND CONDITIONS.

AS THE SELLER:

SELLER

COMPANY/CORPORATION 1411347 ONTARIO LIMITED c.o.b. FASTFORWARD

REGISTRATION NO.	
COUNTRY OF REG.	INCORPORATED IN ONTARIO, CANADA
ADDRESS	33 QUEEN ST. S.
CITY	KITCHENER, ONTARIO
TELEPHONE	1-519-212-8867
EMAIL	Fastforwardglobal@gmail.com
REPRESENTED BY	Mr. Alex Ruge
TITLE/POSITION	MGR. COMMODITY SALES
ISSUING COUNTRY	CANADA

AS THE BUYER:

BUYER

COMPANY/CORPORATION	Sweetener's Plus, Inc
REGISTRATION NO.	
COUNTRY OF REG.	United States
ADDRESS	5768 Sweeteners Blvd.
CITY / COUNTRY	Lakeville, NY USA
TELEPHONE	585-346-2318
FAX	585-346-2310
EMAIL	<u>Mark.Whitford@sweetenersplus.com</u>
REPRESENTED BY	Mark Whitford
TITLE/POSITION	Vice President Sales & Marketing
PASSPORT NUMBER	

INTRODUCTORY VIA: STAR TRADING, ATLANTA/LENHILL INDUSTRIES

Seller

1

Buyer

32



FastForward div of 1411347 Ontario Limited

WHEREAS THE SELLER OR THE SELLER'S ASSIGNEE (AS MENTIONED IN CLAUSE 19) WITH FULL CORPORATE AUTHORITY AND RESPONSIBILITY CERTIFIES, REPRESENTS, AND WARRANTS THAT IT CAN FULFILL THE REQUIREMENTS OF THIS AGREEMENT, AND OWNS THE PRODUCT REFERRED TO HEREIN AND IS TO ABLE PROVIDE THE PRODUCT REFERRED TO HEREIN IN TIME AND FOR THE TERMS AGREED UPON THEREAFTER.

WHEREAS THE BUYER WITH FULL CORPORATE AUTHORITY AND RESPONSIBILITY HEREBY CERTIFIES, REPRESENTS, AND WARRANTS THAT THEY ARE READY, WILLING AND ABLE TO PURCHASE THE FOLLOWING DESCRIBED COMMODITY UNDER THE TERMS AND CONDITIONS AS SET OUT HEREUNDER, SUBJECT TO EXECUTION OF THE CONTRACT FOR THE PURCHASE OF THE SAID COMMODITY. UPON CONSIDERATION OF THE MUTUAL AGREEMENT, PROMISE, BENEFIT AND TERMS OF THIS COMMERCIAL AGREEMENT AND VALUABLE CONSIDERATION OF THE BENEFIT WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES DO HEREBY AGREE TO HONOR THE FOLLOWING TERMS AND CONDITIONS:

WHEREAS THE SELLER AGREES TO SELL AND BUYER AGREES TO BUY THE COMMODITY AS DEFINED BELOW, IN ACCORDANCE WITH THE QUANTITY IN METRIC TONS, THE PRICE GIVEN IN UNITED STATES DOLLARS, THE SPECIFICATIONS AND THE TERMS AND CONDITIONS SET OUT WITHIN THIS CONTRACT AND ALL IN ACCORDANCE WITH INCOTERMS 2000.

ARTICLE 01 - COMMODITY

REFINED CANE SUGAR ICUMSA 45 RBU

ARTICLE 1.1 - QUANTITY

TWELVE THOUSAND FIVE HUNDRED (12,500) METRIC TONS IN A SPOT SHIPMENT WITH A POSITIVE OR NEGATIVE WEIGHT TOLERANCE TO A MAXIMUM OF PLUS OR MINUS FIVE PERCENT (+/- 5%). THE TOTAL DELIVERED AND SHIPPED QUANTITY OF THIS AGREEMENT SHALL BE DETERMINED AND VERIFIED BY THE INSPECTING AUTHORITY AS THE COLLECTIVE WEIGHT RESULT OF BILL(S) OF LADING OF ALL SHIPMENTS THAT WERE, IN EFFECT, DELIVERED AND SHIPPED TO THE BUYER DURING THE AGREEMENT PERIOD.

ARTICLE 02 – DDP PRICE

UNIT PRICE: US\$ 700.00 (SEVEN HUNDRED U.S. DOLLARS) PER METRIC TON DDP **PORT ELIZABETH, NEW JERSEY** BUYER SPECIFIED "U.S. NON-SANCTIONED" SUBJECT TO AND IN STRICT ACCORDANCE OF **ARTICLE 2** OF THIS CONTRACT.

TOTAL CONTRACT PRICE: US\$8,750,000.00 (EIGHT MILLION SEVEN HUNDRED AND FIFTY THOUSAND U.S. DOLLARS) FOR THE QUANTITY, IN METRIC TONS AS CONTRACTED FOR HEREIN,

ARTICLE 03 – COMMODITY QUALITY AND SPECIFICATIONS

COMMODITY	WHITE CANE SUGAR ICUMSA 45 RBU Attenuation index units (method # 4-1978)
POLARITY AT 20 DEG CENTIGRADE	99.80 MIN.
SULPHATE & ASH CONTENT	0.04%
MOISTURE	0.04%
SOLUBILITY	100.0% DRT AND FREE FLOWING
GRANULATION	FINE
ICUMSA	MAX. 45 ICUMSA WITH INDEX UNITS METHOD NO: 4619871
SEDIMENTS	NONE

Seller 

2 Buyer

33



FastForward div of 1411347 Ontario Limited

COLOR	SPARKLING WHITE
CROP	2009/2010
MAGNETIC PARTICLES	MG/K 4.
SO2	20 MG/KG MAXIMUM
RADIATION	NORMAL W/O PRESENCE OF CESIUM OR IODINE: CERTIFIED
SMELL	FREE OF ANY SMELL & ALL PATHOGENS; STAPH AUREAS
REDUCING SUGAR	0.05% MAX
SUBSTANCE	SOLID CRISTAL MAXIMUM BY WEIGHT
MAX AS	1 P.P.M.
MAX OS	2 P.P.M. MAXIMUM.
MAX CU	3 P.P.M.

ARTICLE 04 – ORIGIN

THE COUNTRY OF BRASIL /SELLERS CHOICE

ARTICLE 05- PACKING & MARKING

ALL SUGAR IS TO BE BULK OR PACKED IN TWELVE THOUSAND FIVE HUNDRED JUMBO SUPER BAGS (1,000 KG/BAG) WHICH ARE NEW POLYLINE ETHYLENE AND POLYPROPYLENE BAGS, OR INTERNATIONALLY ACCEPTABLE EQUIVLENT. THE SELLER SHALL SUPPLY TWO PERCENT (2%) OF EMPTY BAGS AT THE SELLER'S EXPENSE. PROVISION OF THOSE SAME EMPTY BAGS SHALL BE SO STATED ON THE BILL OF LADING, INVOICE AND PACKING LIST AS "FREE OF CHARGE". ANY ADDITIONAL PACKAGING REQUIREMENTS OF THE BUYER ARE AT ADDITIONAL COST.

ARTICLE 06 –SHIPMENT

THE COMMODITY SHALL BE TRANS-SHIPED FROM PANAMA IN VESSELS CONTAINING ____ CONTAINERS UNTIL THE ENTIRE AMOUNT IF DELIVERED AND SHALL BE DELIVERED WITHIN 35-45 DAYS, OR SOONER SUBJECT TO SHIPPING AVAILABILITY AND INFRASTRUCTURAL CONDITIONS AT THE LOADING PORT AND/OR THE BUYER'S DESIGNATED PORT OF DISCHARGE.

THE SHIPMENT SHALL COMMENCE WITH IN 35-45 DAYS AFTER SELLER RECEIVE THE ACCEPTABLE PAYING INSTRUMENT FROM TOP 25 BANK. SHIPMENT WILL COMMENCE AND COMPLETE WITHIN 45 DAYS.

THE START AND END DATES FOR SHIPMENTS WILL BE DETERMINED BY THE DATE OF RECEIPT BY THE SELLER OF AN ACCEPTABLE OPERATIVE FINANCIAL INSTRUMENT FROM THE BUYER.

ARTICLE 07 - DESTINATION

PORT ELIZABETH, NEW JERSEY USA

ARTICLE 08 – PAYMENT TERMS AND CONDITIONS :

TOTAL CONTRACT PRICE IS \$8,750,000 USD (EIGHT MILLION SEVEN HUNDRED FIFTY THOUSAND US DOLLARS) FOR 12,500MT (TWELVE THOUSAND FIVE HUNDRED METRIC TONS) (+/-5%)

BUYER UNDERSTANDS THAT THEY WILL PAY FOR EACH SHIPMENT WITH AN MT 103 AT CIBC BANK UPON PRESENTATION OF SHIPPING DOCUMENTS FROM THE SELLER.

IT IS HEREBY AGREED THAT TITLE/OWNERSHIP OF THE SHIPMENT SHALL NOT TRANSFER TO BUYER UNTIL

Seller

3

Buyer

34



FastForward div of 1411347 Ontario Limited

SELLER RECEIVES THE MT 103 IN THE TRUST ACCOUNT REFERENCED BELOW.

THE BUYER WILL HAVE FUNDS AVAILABLE AND READY FOR TRANSFER WHEN LOADING STARTS AND THIS WILL BE VERIFIABLE BY SELLER IF REQUESTED BY THE TRUST AGENT OR BANK OFFICER /MANAGER.

THIS IS A SPOT PURCHASE, THEREFORE, AN IRREVOCABLE, TRANSFERABLE, DIVISIBLE, ASSIGNABLE, CONFIRMED AND UNCONDITIONAL SBLC MUST BE LODGED IMMEDIATELY.

ALL FINANCIAL INSTRUMENTS MUST BE ADVISED THROUGH SELLER'S BANK AND PAYABLE AT THE COUNTERS OF THE SELLER'S BANK.

THE TEXT OF THE FINANCIAL INSTRUMENT(S) MUST BE SENT BY THE BUYER'S BANK FOR APPROVAL OF THE SELLER'S BANK. CONFIRMATION OF THE FINANCIAL INSTRUMENTS WILL BE TO THE ACCOUNT OF THE APPLICANT.

ARTICLE 08.1 – FINANCIAL INSTRUMENT'S MAJOR TERMS

BUYER'S BANK WILL GET ITS INSTRUCTION FROM THE BUYER DIRECTLY TO ISSUE THE FINANCIAL INSTRUMENT. SUCH INSTRUCTION SHALL BE WITHIN THIS CONTRACT TERMS AND CONDITIONS.

CHARTER PARTY BILL OF LADING AND OR THIRD PARTY DOCUMENTS ARE ACCEPTABLE. PARTIAL SHIPMENT(S) IS ALLOWED, TRANSSHIPMENT THROUGH PANAMA AND RELOADING INTO 40' CONTAINERS SHALL BE ALLOWED.

SHIPPING DOCUMENTS PRESENTED WITHIN FIFTEEN (15) DAYS AFTER BILL OF LADING DATE BUT WITHIN FINANCIAL INSTRUMENT'S VALIDITY ARE ACCEPTABLE.

QUANTITY AND AMOUNT OF FINANCIAL INSTRUMENT PLUS OR MINUS FIVE PERCENT (+/-5%) ALLOWED.

FINANCIAL INSTRUMENT TO REQUEST CORRESPONDENT / CONFIRMING BANK, IF ANY, TO ADD ITS CONFIRMATION.

ALL BANKING CHARGES AND COMMISSIONS RELATING TO THE ISSUANCE OF THE FINANCIAL INSTRUMENT INCLUDING CONFIRMATION FEES ARE FOR THE BUYER ACCOUNT.

FINANCIAL INSTRUMENT'S AMENDMENT CHARGES WILL BE AT THE FAULTY PARTY'S ACCOUNT.


MISCELLANEOUS:

- CARBON COPIES CANNOT BE USED AND WILL NOT BE ACCEPTED
- DOCUMENTS OTHER THAN ENGLISH LANGUAGE ARE NOT ACCEPTABLE

ARTICLE 09 - PERFORMANCE BOND

A PERFORMANCE BOND OF 2% WILL BE ISSUED BY THE SELLER FOR THE FINANCE INSTRUMENT VALUE ACCEPTED BY THE SELLER AND SELLERS BANK.

ARTICLE 10 - SHIPPING DOCUMENTS

Seller 



1411347 ONTARIO LTD

AFTER SHIPPING THE COMMODITY, SELLER SHALL OBTAIN, TRANSMIT, AND LODGE THE FOLLOWING DOCUMENTS AT THE SELLER'S BANK, IN EACH CASE IN A FORM SATISFACTORY TO THE SELLER'S BANK ALL OF WHICH WILL BE IN TURN FORWARDED TO THE BUYER'S BANK:

SIGNED COMMERCIAL INVOICE IN THREE (3) ORIGINALS AND TWO (2) COPIES, INDICATING CONTRACT NUMBER, DESCRIPTION OF THE GOODS, UNIT PRICE AND TOTAL VALUE, GROSS/NET WEIGHT, AND SHIPPING TERMS (CIF), AND OCEAN BILL OF LADING NUMBER;

THREE (3) ORIGINAL & THREE (3) NON-NEGOTIABLE COPIES OF **CLEAN ON BOARD BILL OF LADING** (HEREINAFTER KNOWN AS "B/L"), MARKED "FREIGHT PREPAID" AS PER CHARTER PARTY CONTRACT, ISSUED "TO THE ORDER OF SELLER", BANK ENDORSED AND "NOTIFY BUYER"; AND

PACKING LIST IN ONE (1) ORIGINAL AND THREE (3) COPIES, INDICATING GROSS & NET WEIGHT; AND

SGS CERTIFICATE OF WEIGHT (WHICH INDICATES NET WEIGHT, DATE AND PLACE OF ISSUANCE), **GRADE, QUALITY, AND CONDITION** OR ANALOGOUS ORGANIZATION AT THE PORT OF LOADING, ONE (1) ORIGINAL AND THREE (3) COPIES; AND

CERTIFICATE OF ORIGIN, ISSUED BY OR ENDORSED BY THE RELEVANT GOVERNMENT AUTHORITY OR THE CHAMBER OF COMMERCE FROM THE COUNTRY OF ORIGIN, ONE (1) ORIGINAL AND THREE (3) COPIES; AND

PHYTOSANITARY CERTIFICATE ISSUED BY SGS OR ISSUED AND ENDORSED BY THE LOCAL AUTHORIZED GOVERNMENT AGENCY, WHICH DECLARES THE SUGAR IS FIT FOR HUMAN CONSUMPTION, AND CERTIFIES THE SUGAR BEING SHIPPED IS FREE OF QUARANTINE PESTS AND GENERALLY CONFORMS TO THE PHYTOSANITARY REQUIREMENTS OF THE COUNTRY OF DESTINATION, ONE (1) ORIGINAL AND THREE (3) COPIES; AND

LOADING SUPERVISION CERTIFICATE ISSUED BY SGS CERTIFYING THAT THE CORRECT SHIPMENT HAS BEEN LOADED ON BOARD THE VESSEL, AND AN OFFICIAL **STOWAGE EXAMINATION CERTIFICATE** ISSUED BY SGS STATING THAT VESSEL HOLDS STOWAGE AREAS WERE DULY EXAMINED PRIOR TO LOAD AND ARE FOUND SUBSTANTIALLY CLEAN AND FREE FROM RUST SCALE AND RESIDUE, WEEVILS AND LIVE INSECTS AND SUITABLE TO STORE OR CARRY BAGGED SUGAR INTENDED FOR USE AS AN EDIBLE PRODUCT, ONE (1) ORIGINAL AND THREE (3) COPIES; AND

CERTIFICATE OF RADIATION LEVEL ISSUED OR CERTIFIED BY SGS DECLARING THE PRODUCT RADIATION LEVEL AS NORMAL, ONE (1) ORIGINAL, AND ONE (1) COPY; AND

SELLER'S NOTARIZED STATEMENT THAT COMMERCIAL INVOICE HAS NOT BEEN INCLUDED WITH THE SHIPMENT OF THE GOODS, ONE (1) ORIGINAL; AND

CROP CERTIFICATE ISSUED BY SELLER CONFIRMING THE PRODUCT IS FRESH FROM THE LATEST HARVEST SEASON AND THE YEAR OF PRODUCTION IS NOT EARLIER THAN 2008 FIT FOR HUMAN CONSUMPTION; AND THE STOCK IS OF FAIR AND MERCHANTABLE QUALITY, ONE (1) ORIGINAL AND THREE (3) COPIES; AND

SHIPPING COMPANY STATEMENT IN ONE (1) ORIGINAL AND THREE (3) COPIES CONFIRMING THAT;

A) COPY OF THE BILL OF LADING, PHYTOSANITARY CERTIFICATE, AND CERTIFICATE OF ORIGIN WERE DELIVERED TO THE CARE OF THE VESSEL MASTER, AND

Seller 

5

Buyer

36



FastForward div of 1411347 Ontario Limited

B) THE VESSEL AGE IS NOT ABOVE TWENTY (20) YEARS (OR SELLER WILL BEAR THE INSURANCE PREMIUM FOR EXCESS COVERAGE COSTS) AND MUST BE CLASSIFIED 100 A-1 WITH LLOYD'S REGISTER OR BE OF EQUIVALENT CLASSIFICATION AND ENTERED WITH PROTECTION AND INDEMNITY CLUB.

EXCEPTING THE SELLER'S INVOICE, THIRD PARTY DOCUMENTS ARE ACCEPTABLE TO BOTH PARTIES.

ARTICLE 11 - BANKING DETAILS

ALL FINANCIAL INSTRUMENTS ARE TO BE ADVISED TO THE BENEFICIARY THROUGH AND DOMICILED AT THE BANK SPECIFIED BELOW.

ARTICLE 11.1 - SELLER'S BANK

	SELLER
Account's name	1411347 ONTARIO LIMITED (US ACCOUNT)
Bank Name	CIBC
Account Number	00152 010 0247111
SWIFT Code	CIBCCATT
Bank Officer	CORAL JENKINS
Bank Phone	519-7424432 EXT 226
Bank Fax	

ARTICLE 11.2 - BUYER'S BANK

	BUYER
BANK NAME	
ADDRESS	
CITY / COUNTRY	
ACCOUNT NAME	
ACCOUNT NUMBER	
SWIFT CODE	
BANKING OFFICER	
BANK OFFICER'S EMAIL	
TELEPHONE NUMBER	
FAX NUMBER	

ARTICLE 11.3 - ALTERNATE CORPORATE BANK ACCOUNTS

DUE TO THE DIFFERENT BANKING REGULATIONS AND PRACTICES AROUND THE WORLD, VARIOUS BANKING INSTRUMENTS ARE ACCEPTED BY SOME BANKS IN SOME COUNTRIES AND NOT ACCEPTED BY OTHERS. DEPENDING UPON THE FINANCIAL INSTRUMENT FINALLY ISSUED BY THE BUYER TO THE

Seller 



FastForward div of 1411347 Ontario Limited

SELLER, IN ORDER TO FACILITATE THE TRANSACTION, IT MAY BE NECESSARY FOR THE SELLER TO USE A BANK OTHER THAN THAT ORIGINALLY DESIGNATED. ****DIRECT CONTACT WITH ANY BANK DESIGNATED BY THE SELLER WITHOUT FIRST GAINING WRITTEN PERMISSION FROM AN OFFICER OF THE SELLER WILL RENDER THIS CONTRACT NULL AND VOID.****

ARTICLE 12 - CONTRACT PROCEDURES:

1. THE BUYER ISSUES SELLER THEIR PURCHASE ORDER (done)
2. THE SELLER REVIEWS THE LOI AND UPON ACCEPTANCE ISSUES DRAFT CONTRACT TO BUYER FOR COMMENTS AND ACCEPTANCE, THE BUYER SIGNS AND RETURNS THE DRAFT CONTRACT SHOWING ALL AMENDMENTS REQUIRED INITIALED AND ADDS THEIR FULL BANKING COORDINATES, CONFIRMING BANKING INFORMATION AND CONTACT INFORMATION.
3. THE SELLER, AFTER DISCUSSING AND FINALIZING ALL AMENDMENT WITH THE BUYER ON PHONE OR E-MAIL, AMENDS WHERE NECESSARY THE CONTRACT, AND SIGNS, SEALS AND ISSUES TO THE BUYER A FINAL COPY OF THE CONTRACT FOR ITS COMPLETION.
4. BEFORE FINAL CONTRACT WITH OUR BANKING IS ISSUED, BUYER SENDS A LETTER FROM HIS BANK STATING THAT THEY HAVE THE ABILITY TO OPEN A STAND BY LETTER OF CREDIT (SBLC) IN THE AMOUNT STATED IN THE CONTRACT. A COPY OF THE TEXT OF THE LETTER OF CREDIT IS NEEDED FOR APPROVAL BY A REPRESENTATIVE OF THE SELLER AFTER THE FINAL CONTRACT HAS BEEN SIGNED AND RETURNED.
5. THE BUYER REVIEWS THE FINAL CONTRACT AND UPON ACCEPTANCE SIGNS THE FINAL COPY CONTRACT AND RETURNS IT TO THE SELLER. IF FURTHER REVISIONS ARE REQUIRED THEY ARE NOTED AND SENT BACK TO THE SELLER FOR FURTHER REVIEW. ANY FACSIMILE OR ELECTRONIC COPY SHALL BE CONSIDERED AS THE ORIGINAL
6. UPON RECEIPT OF THE ACCEPTED SIGNED AND SEALED FINAL CONTRACT FROM THE SELLER VIA EMAIL, BUYER WILL PRINT A COPY OF THE CONTRACT AS A HARD COPY, SIGN IT AND RETURN VIA COURIER TO THE SELLER'S MAILING ADDRESS ON THE CONTRACT. SELLER WILL THEN SEND THREE (3) HARD COPIES TO THE BUYER OF THEIR FINAL CONTRACT SIGNED AND SEALED.
7. WITHIN TEN (10) BANKING DAYS BUYER SHALL ISSUE THE FINANCIAL INSTRUMENT WHICH WILL BE NON OPERATIVE AND WILL COME OPERATIVE WITH THE ISSUANCE OF PROOF OF PRODUCT (POP) AND PERFORMANCE BOND (PB) BANK TO BANK.
8. WITHIN TEN (10) BANKING DAYS AFTER RECEIPT OF FINANCE INSTRUMENT ACCEPTABLE TO THE SELLER AND THE SELLERS BANK THE SELLER PROVIDES PROOF OF PRODUCT AND PB-2% TO THE BUYER.
9. DELIVERY AND SHIPMENT SHALL COMMENCE AFTER THE FULFILLMENT OF THE PROCEDURE, STATED ABOVE, AS PER THE TERMS AND CONDITIONS OF THIS CONTRACT

ARTICLE 13 - TERMS OF DELIVERY

Seller

7

Buyer

38



1411347 ONTARIO LTD

ARTICLE 13 - TERMS OF DELIVERY

THE DATE OF THE BILL OF LADING SHALL BE CONSIDERED THE DATE OF THE SHIPMENT AND DELIVERY. THIRD PARTY BILL OF LADING SHALL BE ACCEPTABLE.

TERMS AND CONDITIONS OF THE CHARTER PARTY SHOULD COMPLY WITH THE TERMS AND CONDITIONS AS CONTAINED HEREIN. SHOULD ANY TERMS OR CONDITIONS OF THE CHARTER PARTY CONFLICT WITH THIS CONTRACT, THE TERMS AND CONDITIONS WITHIN THIS CONTRACT SHALL PREVAIL. ANY DISPUTES BETWEEN SHIP OWNERS AND CHARTERERS' SHALL NOT DELAY THE DELIVERY OF THE CARGO.

ALL EXPORT EXPENSES INCLUDING BUT NOT LIMITED TO: EXPORT LICENSE, IF ANY, EXPORT TAXES, LEVIES, ANY OTHER DUTIES, TARIFFS, APPLICABLE TAXES, DISPATCH DUTIES; PAYMENT OF ANY KIND ON CARGO TO AUTHORITIES OR GOVERNMENT OF THE COUNTRY OF EXPORTATION TO WHICH THE GOODS ARE LOADED, CONSULAR FEES, CUSTOMS, IMPORT CLEARANCE, ANY NECESSARY DOCUMENTATION IMPOSED BY THE COUNTRY OF EXPORTATION, LOADING AND ANY RELATED EXPENSES AT LOADING PORT ARE FOR THE ACCOUNT OF THE SELLER, AND ARE THE SOLE RESPONSIBILITY OF THE SELLER.


ALL IMPORT EXPENSES INCLUDING BUT NOT LIMITED TO: IMPORT LICENSE, IF ANY, IMPORT TAXES, LEVIES, ANY OTHER DUTIES, TARIFFS, APPLICABLE TAXES, DISPATCH DUTIES; PAYMENT OF ANY KIND ON CARGO BY AUTHORITIES OR GOVERNMENT OF THE COUNTRY OF DESTINATION TO WHICH THE GOODS ARE DELIVERED, ARE FOR THE ACCOUNT OF THE SELLER. DISCHARGING AND ANY RELATED EXPENSES AT DISCHARGE PORT/PIER ARE FOR THE ACCOUNT OF THE SELLER AND ARE THE SOLE RESPONSIBILITY OF THE SELLER TO UNLOAD CONTAINERS OFF IMPORT VESSEL FOR DELIVERY TO BUYERS PIER DRYAGE AGENTS. NOTE: BECAUSE THE SUGAR IMPORTED INTO THE UNITED STATES FALLS UNDER THE EXISTING QUOTA, BUYER ANTICIPATES THERE WILL BE NO DUTY CHARGES TO THEM, AND THAT THE SELLER WILL COVER ANY AND ALL DUTIES PAYABLE TO THE US CBP THAT ARE ASSOCIATED WITH THE SAID TRANSACTION, AND THE SELLER WILL COVER ALL DUTIES, IMPORT USER FEES, AND HARBOUR MAINTENANCE AND OTHER FEES APPLICABLE AND LEVIED BY US CBP ON REFINED CANE SUGAR-ICUMSA 45 UNDER ITS IMPORT TARIFFS HTSUS COVERING THE OCEAN CARGO IMPORTS INTO THE COMMERCE OF THE UNITED STATES OF AMERICA.

THE BUYER WILL BE RESPONSIBLE TO MAKE THE US CUSTOMS ENTRY IN ITS NAME, USE ITS IMPORT CUSTOMS BOND, AND PAY ALL CLEARANCE AND US CUSTOMS FORMALITIES, SUCH AS CONSULAR FEES, CUSTOMS ENTRY AND IMPORT CLEARANCE FEES, ANY AND ALL NECESSARY CUSTOMS ENTRY FILING DOCUMENTATION IMPOSED BY THE COUNTRY OF DESTINATION. FURTHERMORE THE BUYER WILL PAY THE DRYAGE FROM THE PORT OF ELIZABETH PIERS. WAREHOUSING AND HANDLING IN THE PORT, RETURNING THE EMPTY OCEAN CONTAINER TO THE DESIGNATED OCEA CARRIER DEPOT AND ALL INLAND TRANSPORTATION TO ITS DOOR IN LAKEVILLE, NEW YORK. USA..

THE BUYER SHALL PROVIDE AN AFFIDAVIT CERTIFICATE WARRANTING THAT THEY GUARANTEE AT THEIR OWN EXPENSE AND AT THE RISK OF PENALTY TO HAVE PROPER IMPORT PERMISSION ARRANGED PRIOR TO VESSEL DEPARTURE, IF APPLICABLE.

INSURANCE: THE SELLER, AT THE SELLER'S EXPENSE SHALL INSURE THE CARGO FOR ONE HUNDRED AND TEN PERCENT (110%) OF THE REPLACEMENT COST FOR THE CARGO FOR EACH SHIPMENT, IN FAVOUR OF THE BUYER. THIS WILL BE AN ALL-RISK MARINE POLICY, ISSUED BY A FIRST CLASS INSURANCE COMPANY.

PRE-ADVICE OF SHIPMENT: APPROXIMATELY FIVE (5) DAYS BEFORE LOADING COMMENCES, THE SELLER SHALL INFORM THE BUYER BY CABLE, TELEX, EMAIL OR FAX OF THE CONTRACT NUMBER, NAME OF COMMODITY, NAME OF VESSEL, FLAG OF VESSEL, NAME OF LOADING PORT AND ESTIMATED SAILING DATE AND CONFIRM THAT THE VESSEL IS NOT OLDER THAN TWENTY (20) YEARS AND IS CLASSIFIED AT LLOYDS 100-A-1 OR OF EQUIVALENT CLASS OF OTHER RECOGNIZED CLASSIFICATION SOCIETY.

Seller 

Buyer



FastForward div of 1411347 Ontario Limited

SELLER WILL ADVISE THE BUYER OF THE NAME OF THE CHARTERED VESSEL, HER PLACE, AND POSITION, TEN (10) DAYS BEFORE THE VESSEL'S ARRIVAL AT THE LOADING PORT.

WITHIN SEVENTY TWO (72) HOURS AFTER THE VESSEL'S DEPARTURE FROM THE PORT OF LOADING, THE SELLER'S SHIPPING AGENT AND/OR THE MASTER OF THE VESSEL, SHALL NOTIFY THE BUYER OR HIS AUTHORIZED AGENT AT DESTINATION PORT OF THE FOLLOWING BY WAY OF TELEX/FAX/CABLE/E-MAIL: THE NAME OF THE NOMINATED VESSEL, IT'S FLAG AND STEAMSHIP COMPANY, TONNAGE, THE VESSEL'S SAILING DATE AND ESTIMATED TIME OF ARRIVAL (HEREINAFTER KNOWN AS "ETA") AT THE DISCHARGE PORT, THE OCEAN BILL OF LADING NUMBER, CONTRACT NUMBER, NET QUANTITY LOADED, NUMBER OF HATCHES / CRANES / DERRICKS.

ALL CHARGES AT THE PORT OF UNLOADING ARE FOR THE BUYER'S ACCOUNT. ANY TAXES OR LEVIES AT THE LOADING PORT ARE ON THE SELLER'S ACCOUNT.

SELLER SHALL PROVIDE WRITTEN ALERT TO BUYER WITHIN TWENTY-FOUR (24) HOURS AFTER RECEIPT OF NOTICE THAT VESSEL TRANSPORTING COMMODITY HAS EXPERIENCED DAMAGE, PERIL, LOSS, BREAKDOWN, OR ACCIDENT.

THE MINIMUM DISCHARGE RATE SHALL BE ONE THOUSAND FIVE HUNDRED (1,500) METRIC TONS AVERAGE MINIMUM PER WEATHER WORKING DAY OF TWENTY-FOUR (24) CONSECUTIVE HOURS AND BE IN ACCORDANCE WITH THE DISCHARGING PORT CAPACITY. THE TIMES PRECEDING TO 08:00 HOURS ON THE DAY SUCCEEDING ANY HOLIDAYS ARE EXCLUDED, EVEN IF USED. WHETHER IN BERTH OR NOT, (WIBON), WHETHER IN PORT OR NOT, WHETHER IN FREE PRACTICE OR NOT, WHETHER CUSTOMS CLEARED OR NOT, (WCCON). VESSEL HATCH OPENING AND CLOSING SHALL BE PERFORMED UNDER BUYER RESPONSIBILITY, CONTROL AND ACCOUNT.

SHOULD THE VESSEL BE DISCHARGED AT A RATE GREATER THAN THE AVERAGE, NO DELAY SHALL BE PAYABLE. IN THIS CASE SELLER SHALL PAY THE DISPATCH IN RELATION TO DELAY IN THE SAME WAY.

SHOULD THE VESSEL BE DISCHARGED AT A RATE LESS THAN THE AVERAGE, THE BUYER WILL PAY TO THE SELLER DELAY AT THE CHARTER PARTY'S STATED RATE PER RUNNING DAY AND THE PRO-RATED SHARE FOR ANY PORTION OF SUCH RUNNING DAY.

DEMURRAGE AND DISPATCH RATES ARE TO BE DETERMINED AS PER THE GOVERNING CHARTER PARTY AT TIME OF VESSEL'S NOMINATION. SELLER WILL PROVIDE THE BUYER WITH FIXED DEMURRAGE AND DISPATCH RATE.

STANDARD DEMURRAGE AND DISPATCH AT DESTINATION PORT SHALL BE ESTIMATED AT US\$16,000 (SIXTEEN THOUSAND UNITED STATES DOLLARS) AND US\$8,000 (EIGHT THOUSAND UNITED STATES DOLLARS) PER DAY RESPECTIVELY FOR VESSELS OF TWENTY FIVE THOUSAND (25,000) METRIC TONS, PRO RATA THEREAFTER. THE DEMURRAGE AND DISPATCH MONEY WILL BE PAID AGAINST NOTICE SIGNED BY THE OWNER OR MASTER OF THE VESSEL OR THE SELLER'S REPRESENTATIVE AND ALSO AGAINST PRESENTATION OF A WRITTEN ACCOUNTING OR ACTUAL STATEMENT OF FACTS WITHIN THIRTY (30) DAYS. PAYMENT WILL BE APART FROM THE FINANCIAL INSTRUMENT. SELLER AGREES TO OFFSET BUYER'S DEMURRAGE CHARGES COVERING ADDITIONAL DAYS UP TO 10.

IT IS AGREED THAT THE DELAY OR SPEED OF DISPATCH BE SETTLED BY THE BUYER AND THE SELLER WITHIN THIRTY (30) DAYS FROM RECEIPT OF THE VESSEL'S MASTER INVOICE. VESSEL MASTER SHALL ISSUE MASTER INVOICE WITHIN SIX (6) STANDARD BUSINESS HOURS. DELAY AND DISPATCH AT DESTINATION PORT SHALL BE AS PER PORT CHARGES PER DAY. THE DELAY AND DISPATCH MONEY WILL

Seller

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character.

9

Buyer

40



FastForward div of 1411347 Ontario Limited

BE PAID AGAINST NOTICE SIGNED BY THE OWNER OR MASTER OF THE VESSEL AND ALSO AGAINST PRESENTATION OF A WRITTEN ACCOUNTING OR ACTUAL STATEMENT OF FACTS WITH THIRTY (30) DAYS AS GIVEN AFORE.

LIGHTERAGE/LIGHTENING, DUE TO INSUFFICIENT DRAFT SHALL ALL BE FOR THE BUYER'S ACCOUNT. ALL LIGHTERAGE OPERATIONS SHALL BE CONDUCTED UNDER THE VESSEL MASTER'S APPROVAL AND SUPERVISION.

IF BUYER FAILS TO PAY DELAY CHARGES FOR ANY SHIPMENT UNDER THIS CONTRACT, SELLER SHALL, WITHOUT INCURRING BREACH OF CONTRACT, HAVE THE RIGHT TO DELAY OR TERMINATE FURTHER SHIPMENT (S) UNTIL ANY PAST DUE DELAY IS PAID BY UNCONDITIONAL SWIFT WIRE.

SHOULD THE VESSEL BE REQUIRED TO SHIFT FROM ONE BERTH TO ANOTHER AT PORT OF DISCHARGE THE EXPENSE IN SHIFTING SHALL BE FOR THE BUYER'S ACCOUNT. ACTUAL TIME UTILIZED IN MOVING FROM THE ANCHORAGE/WAITING AREA TO BERTH NOT TO COUNT AS LAYTIME UNLESS VESSEL IS ALREADY DELAYED. IF VESSEL IS UNABLE TO PROCEED TO BERTH WHEN AVAILABLE DUE TO TIDE, PILOT AVAILABILITY, PORT AUTHORITY RESTRICTIONS, AND/OR OTHER REASONS BEYOND OWNER'S CONTROL, TIME COUNT AS LAYTIME UNTIL VESSEL IS UNDERWAY TO BERTH.

FUMIGATION OF CARGO, AT PORT OF DESTINATION, IF REQUIRED BY BUYER/CARGO RECEIVERS, SHALL BE FOR THE BUYER'S ACCOUNT, INCLUDING BUT NOT LIMITED TO ACCOMMODATION / VICTUALING TRANSPORT FOR VESSEL CREW IF ORDERED BY PORT AUTHORITIES TO GO ASHORE. ANY TIME USED FOR CARGO FUMIGATION TO COUNT AS LAYTIME.

BUYERS AND THEIR CARGO RECEIVERS ARE FULLY RESPONSIBLE FOR ARRANGING ALL NECESSARY IMPORT/CUSTOM FORMALITIES INCLUDING IMPORT LICENSE AS WELL AS ARRANGEMENT FOR TAKING DELIVERY OF CARGO PRIOR TO THE VESSEL'S ARRIVAL, INCLUDING INCOMPLETE IMPORT FORMALITIES, OR NO STORAGE FACILITIES, OR NO TRANSPORT ARRANGEMENTS, OR IN THE EVENT CUSTOMS OR PORT AUTHORITIES DO NOT ALLOW DISCHARGE TO COMMENCE OR HALT.

DISCHARGE RATE PER DAY WILL BE PROVIDED BY THE BUYER AT THE PORT OF UNLOADING AT THE EXPENSE OF THE BUYER.

DISCHARGE DUE TO BUYER'S OR THEIR CARGO RECEIVERS FAILURE TO ARRANGE OR COMPLETE THESE FORMALITIES. THE BUYERS MUST PAY THE DELAY AND ANY OTHER ASSOCIATED COSTS, INCLUDING BUT NO LIMITED TO SHIFTING COSTS INCURRED TO THE SELLER'S/VESSEL'S OWNER'S BEFORE DISCHARGING CAN COMMENCE OR CAN RECOMMENCE.

ARTICLE 14 - DISCHARGING TERMS

THE CAPTAIN OF THE DELIVERING VESSEL SHALL SEND A CABLE/FAX TO BUYER 72/36/24 HOURS INTERVALS BEFORE ARRIVAL AT PORT OF DESTINATION TO CONFIRM THE ESTIMATED TIME OF ARRIVAL ("ETA").

PORT OF DESTINATION TIME SHALL BEGIN 24 HOURS AFTER PRESENTATION OF THE NOTICE OF READINESS ("NOR") NOTIFYING CONSIGNEE OR 1ST AGENT NOT INCLUDING THE ALLOWANCES FOR PUBLIC HOLIDAYS.

Seller

10

Buyer

41



FastForward div of 1411347 Ontario Limited

BUYER SHALL BE RESPONSIBLE FOR ARRANGING AND ASSURING THAT THE VESSEL WILL BE OFF-LOADED AT THE MINIMUM DISCHARGE RATE SPECIFIED WITHIN THIS CONTRACT AND THAT THIS IS IN ACCORDANCE WITH THE DISCHARGING PORT CAPACITY.

BUYER SHALL BEAR ALL COSTS AT PORT OF DESTINATION FOR INSURANCE, DELAY AT DISCHARGE PORT, DISPATCH DUTIES, TAXES, DUTIES AND OTHER CHARGES OR PAYMENTS LEVIED AGAINST THE CARGO AND ITS HANDLING AND DISCHARGE COSTS BY THE PORT AUTHORITIES OR GOVERNMENT AGENCIES OF COUNTRY OF DESTINATION TO WHICH THE GOODS ARE DELIVERED.

ARTICLE 15 - INSPECTION

THE COMMODITY IS TO BE INSPECTED AT PORT OF LOADING BY SOCIETE GENERALE DE SURVEILLANCE (SGS) AT SELLER'S COST. SGS SHALL INSPECT THE RESPECTIVE VESSEL(S) AND SHALL ISSUE ITS CERTIFICATES AS SET OUT IN ARTICLE - 10. THIS CERTIFICATION SHALL BE DEEMED TO BE FINAL AND BINDING ON BOTH PARTIES AND SHALL NOT BE THE SUBJECT OF ANY DISPUTE, SAVE FOR MANIFEST ERROR. UPON COMPLETION OF EACH VESSEL'S INSPECTIONS AS REQUIRED, SELLER WILL PROVIDE A FULL SET OF NON-NEGOTIABLE COPIES OF ALL THE SHIPPING DOCUMENTS AS DEFINED IN THIS CONTRACT AND IN THE BUYER'S FINANCIAL INSTRUMENT TO BUYER BY EXPRESS COURIER.

ARTICLE 16 - INCOTERMS / INSURANCE

IN ACCORDANCE WITH CIF CONDITIONS (ICC RULES - INCOTERMS 2000), INSURANCE IS FOR THE SELLER'S ACCOUNT AND IS THE SELLER'S SOLE RESPONSIBILITY TO BE ISSUED IN THE NAME OF THE BUYER.

ALL RISK MARINE INSURANCE POLICY CERTIFICATE WILL BE PROVIDED FOR ONE HUNDRED AND TEN PERCENT (110%) OF THE REPLACEMENT COST OF THE CARGO FOR EACH SHIPMENT.

ALL SHIPMENTS TO BE EFFECTED BY VESSELS OF TWENTY (20) YEARS OF AGE MAXIMUM. THE CARRYING VESSEL TO BE FULLY COVERED FOR PROTECTION & INDEMNITY RISK (P&I) WITH AN INTERNATIONAL GROUP (OR EQUIVALENT) P&I CLUB. THE P&I INSURANCE CERTIFICATE SHOULD BE PROVIDED THROUGH FACSIMILE TRANSMISSION.

TITLE TO THE PRODUCT SHALL PASS TO THE BUYER UPON RECEIPT OF PAYMENT OF SELLER'S INVOICE. RISK OF LOSS OR DAMAGE TO THE PRODUCT TO PASS FROM SELLER TO BUYER AT THE LOADING PORT. THIS SHALL BE SUBJECT TO INCOTERMS 2000.


ARTICLE 17 - FORCE MAJEURE

NEITHER PARTY TO THIS CONTRACT SHALL BE HELD RESPONSIBLE FOR BREACH OF CONTRACT CAUSED BY AN ACT OF GOD, INSURRECTION, CIVIL WAR, MILITARY OPERATIONS OR LOCAL EMERGENCIES. THE PARTIES DO HEREBY ACCEPT THE INTERNATIONAL PROVISION OF "FORCE MAJEURE" AS PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE.

WHEN FORCE MAJEURE HAPPENS THE BUYER OR SELLER MUST IMMEDIATELY SEND WITHIN FIFTEEN (15) DAYS THEREAFTER BY REGISTERED AIRMAIL TO THE OTHER PARTY A CERTIFICATE OF FORCE MAJEURE ISSUED BY A COMPETENT GOVERNMENT AUTHORITY AT THE PLACE WHERE THE FORCE MAJEURE OCCURRED AS EVIDENCE THEREOF.

ARTICLE 18 - ARBITRATION

THE PARTIES HEREBY AGREE TO SETTLE ALL DISPUTES AMICABLY. IF SETTLEMENT IS NOT REACHED, THE DISPUTE IN QUESTION SHALL BE SUBMITTED TO ARBITRATION. THE PLACE OF ARBITRATION SHALL BE IN

Seller 

Buyer

42



FastForward div of 1411347 Ontario Limited

THE CITY OF NEW YORK IN THE UNITED STATES AT THE COURTS OF ARBITRATION UNDER I.C.C. RULES AND REGULATIONS FOR COMMERCIAL ARBITRATION BY SINGLE ARBITRATOR. THE LOSING PARTY WILL PAY THE ARBITRATION FEE. IT IS UNDERSTOOD THAT IN THE EVENT OF DISPUTE OR ARBITRATION, ENGLISH LANGUAGE AND THE LAWS OF THE UNITED STATES SHALL PREVAIL. THE AWARD OF ICC SHALL BE FINAL AND BINDING FOR BOTH PARTIES.

ARTICLE 19 - EXECUTION OF CONTRACT

EACH OF THE PARTIES TO THIS CONTRACT REPRESENTS THAT IT HAS FULL LEGAL AUTHORITY TO EXECUTE THIS CONTRACT AND THAT EACH PARTY IS TO BE BOUND BY THE TERMS AND CONDITIONS AS SET FORTH HEREIN. EACH PARTY AGREES THAT CONTRACT MAY BE EXECUTED SIMULTANEOUSLY BY AND BETWEEN THE PARTIES VIA FAX OR FACSIMILE / E-MAIL TRANSMISSION, EACH OF WHICH SHALL BE DEEMED AS ORIGINAL NATURE. THIS CONTRACT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ANY CHANGE WILL BE MADE IN WRITING, EXECUTED BY BOTH PARTIES.

BUYER AND SELLER AGREE THAT EITHER PARTY MAY ASSIGN THIS CONTRACT, IN WHOLE OR IN PART(S), TO A THIRD PARTY; HOWEVER, THE ASSIGNOR SHALL REMAIN LIABLE UNDER THIS CONTRACT.

ARTICLE 20 - NON-DISCLOSURE & NON-CIRCUMVENTION

ALL PARTIES DO HEREIN AGREE THAT NON-CIRCUMVENTION AND NON-DISCLOSURE RULES OF ALL ISSUES FROM INTERNATIONAL CHAMBER OF COMMERCE APPLY TO THIS TRANSACTION FOR A PERIOD OF FIVE (5) YEARS FROM DATE OF EXECUTION. THIS AGREEMENT BY UNDERSIGNED, HIS OR HER ASSIGNS, AGENTS, HEIRS, THIS NDNC ALSO APPLIES TO ANY AND ALL OTHER TRANSACTIONS DIRECTLY OR INDIRECTLY BETWEEN THE PARTIES.

BUYER AND SELLER RESPECT THE HIGHLY CONFIDENTIAL NATURE OF THIS CONTRACT AND AGREE TO MAINTAIN IN STRICTEST CONFIDENCE THE NAMES OF THE PARTIES WHOSE IDENTITIES MAY BECOME KNOWN ONE ANOTHER THROUGH EITHER THE TENDERING OF DOCUMENTS OR ASSEMBLY OF BANKING OR GOVERNMENT APPROVALS. THE PARTIES AGREE TO MAINTAIN STRICT CONFIDENTIALITY CONCERNING THE IDENTITIES OF THE PARTIES DIRECTLY OR INDIRECTLY INVOLVED IN THIS TRANSACTION. ALL DATA REMAIN THE PROPERTY OF THE PARTY WHO HAS BROUGHT THE RESPECTIVE DATA INTO THIS TRANSACTION. ANY OF THE PARTIES BREACHING THIS RULE WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH ACTION TO BE COMMITTED DELIBERATELY OR BY NEGLIGENCE. IN CASE OF BREACH OF THE RESPECTIVE RULES EMITTED, THE LAWS OF THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS (ICC/PARIS) WILL BE APPLIED TO.

THE INTERFERING PARTY WILL BE CHARGED WITH THE LOSS OF PROFITS IN THIS OR ANY FUTURE TRANSACTION, BY THE INJURED PARTY, WHO WILL BE ENTITLED TO FILE LEGAL PROCEEDINGS AGAINST THE INTERFERING PARTY AT THE INTERNATIONAL CHAMBER OF COMMERCE IN NEW YORK CITY NEW YORK, USA TO RECOVER THEIR LOSSES.

ARTICLE 21 - GOVERNING LAW

THE CONTRACT WILL BE GOVERNED, AND INTERPRETED IN ACCORDANCE WITH THE RULES OF THE INTERNATIONAL CHAMBER OF COMMERCE AND ENGLISH LAW, AND SUBJECT TO THE INTERPRETATION OF INCOTERMS 2000 EDITION TO APPLY.

ARTICLE 22 - CLAIM

Seller

12

Buyer

43



FastForward div of 1411347 Ontario Limited

SHOULD THE COMMODITY BE DAMAGED DURING TRANSPORTATION TO THE DESTINATION PORT THE BUYER 'S CLAIM IS TO BE ADDRESSED TO THE INSURANCE COMPANY AND SETTLED BETWEEN THE BUYER AND THE INSURANCE COMPANY.

ARTICLE 23 - BREACH OF THE CONTRACT

In the event of a breach of any term of this contract the defaulting party shall be given a reasonable period in which to rectify the said breach.

If the defaulting party fails to rectify the breach, the aggrieved party shall be entitled to cancel the contract and claim value of not less than 5% of the total value of the Finance Instrument value for the damages for losses and expenses suffered.

Consequential losses shall be specifically excluded from this contract. and /or buyer failed to open the non-operative L/C he will responsible to compensate the seller by 5% of total value of the contract and compensate the brokers /seller intermediaries as per signed MFPA between them and seller .

ARTICLE 24 - VALIDITY PERIOD

IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS CONTRACT WILL HOLD ITS VALIDITY IF BANKING INSTRUMENTS ARE PUT INTO PLACE BEFORE MAY 13TH, 2011.

ARTICLE 25 - NOTIFICATIONS

THE PARTIES HEREBY AGREE THAT ANY AND ALL NOTICE OR OTHER COMMUNICATION PROVIDED FOR, REQUIRED, PERMITTED, OR WITH RESPECT TO THIS CONTRACT SHALL BE IN WRITING, AND SHALL BE DEEMED SUFFICIENTLY GIVEN AND EFFECTIVE ON THE TENTH (10) BUSINESS DAY AFTER DISPATCH BY AIR COURIER SERVICE, CERTIFIED OR REGISTERED MAIL TO THE RESPECTIVE ADDRESSES OF EACH PARTY AS SET FORTH HEREIN, OR, AS EITHER PARTY, FROM TIME TO TIME, SHALL NOTIFY THE OTHER IN WRITING SENT IN THE SAME MANNER AS HEREIN PROVIDED. UNTIL DELIVERY OF FULLY EXECUTED HARD COPY ORIGINALS, FACSIMILE COPY OF NOTICES IS THE OPERATIVE INSTRUMENT SHALL BE DEEMED AN ORIGINAL, AND IS LEGALLY VALID AND BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND SHALL BE ADMISSIBLE AS EVIDENCE IN ANY PROCEEDING RELATING TO THE SUBJECT OF THIS CONTRACT.

A STAMPED RECEIPT ISSUED BY A COUNTRY'S AUTHORIZED POST OFFICE FOR REGISTERED MAIL SHALL BE PRESUMPTIVE EVIDENCE OF DEPOSIT IN THE MAIL, AND ALSO A RECEIPT SIGNED BY A RESPONSIBLE PERSON FOR THE RECIPIENT PARTY OR COURIER SHALL BE PRESUMPTIVE EVIDENCE OF ACTUAL DELIVERY.

PERSON FOR THE RECIPIENT PARTY OR COURIER SHALL BE PRESUMPTIVE EVIDENCE OF ACTUAL DELIVERY.

SELLER
1411347 ONTARIO LIMITED
33 QUEEN ST. S. KITCHENER,
ONTARIO, CANADA, N2G1V8

BUYER
SWEETENERS PLUS, INC.
5768 Sweeteners Blvd.
Lakeville, NY 14480
United States of America

Seller 



FastForward div of 1411347 Ontario Limited

BENEFICIARY:
Beneficiary's bank:
Address of the bank:
Account name:
IBAN:

We the undersigned, Bank., in full banking responsibility, hereby confirm the issuance of our Unconditional Irrevocable, Divisible, Transferable, Unencumbered and Assignable STANDBY LETTER OF CREDIT, for the amount of USD 8,750,000.00 To

This Standby Letter of Credit will be valid 6 Months (180days) from its issuance. Payment will be available, from maturity date, at first written demand (reference : contract no. XXXX) from the Beneficiary, or Holder or Owner of the present standby letter of credit, via tested telex or fax. Any demand will have to refer as follows:


« Drawn under STANDBY LETTER OF CREDIT N°..... Dated »
This STANDBY LETTER OF CREDIT will be governed by the rules of the International Chamber of Commerce from Paris (France) (UCP500/600).
This cable is an operative instrument, all charges for applicant's expense.

This standby letter of credit expires on 15days after the date of maturity.

Authorized bank Officer [1]
Name :
Title : Manager
Tel :
Fax :
Seal of the bank

Authorized bank Officer [2]
Name :
Title :
Tel :
Fax :
Seal of the bank

END

Seller 

15

Buyer

46

From: [Mark Whitford](#)
To: [Vincent M. DeOrchis](#)
Subject: Fw: letter
Date: Thursday, November 10, 2011 8:38:11 AM

Vince,

This might be some of the same information Louis shared with you yesterday.

Email transmission from Claire Ambrosio, confirming she was in agreement to the terms of the escrow account, as to funds being disbursed, which is spelled out in this email as well.

----- Original Message -----

From: [claire_ambrosio](#)
To: [Mark Whitford](#)
Cc: [hector@archangeltrading.com](#) ; [Louis Ferro](#) ; [Bowen](#) ; [Felix Reznick](#)
Sent: Wednesday, September 21, 2011 11:33 AM
Subject: Re: letter

We agree and please forward a copy the wire transfer confirmation code asap.

On Wed, Sep 21, 2011 at 9:20 AM, Mark Whitford
<mark.whitford@sweetenersplus.com> wrote:

Louis,

The letter from Archangel Trading is consistent with our conversation from this morning, and satisfies our concerns. We will be contacting Five Star Bank immediately to initiate the Swift MT 103 method.

Since the parties of Fastforward were not part of this morning's conference call, please provide assurances they are okay with moving forward on this transaction as outlined.

Lastly, the following statement is in respect to the wire transfer,

"Pursuant to that certain letter amendment from Archangel Trading received September 21, 2011, which letter amendment modifies the terms of that Contract of Purchase and Sale, dated May 4, 2011, between Sweeteners Plus, Inc. and 1411347 Ontario Limited c.o.b. FastForward, Sweeteners Plus will be wire transferring US\$7,862,500 to you to hold in escrow until such time as you have received and confirmed receipt to Sweeteners Plus of all Shipping Documents required by Article 10 of the Contract of Purchase and Sale. This escrow arrangement is in lieu of the Letter of Credit requirements set forth in the Contract of Purchase and Sale."

If everyone is in agreement, we will initiate the transfer.

Thank you.

Mark Whitford

----- Original Message -----

From: [hector@archangeltrading.com](#)
To: [claire_ambrosio](#) ; [Louis Ferro](#) ; [Mark Whitford](#)
Cc: [Bowen](#)
Sent: Wednesday, September 21, 2011 11:23 AM
Subject: letter

to all

Attached please find letter of understanding. Please confirm receipt. Also if you can

47

please send me wire confirmation so i can start the process.

Thank you

Hector M Ortiz
General Manager
Archangel Trading inc
507-6717-0903
hector@archangeltrading.com
skype h.ortiz
www.archangeltrading.com

--

Claire C. Ambrosio
Attorney at Law
952 N. Western Avenue
Los Angeles, California 90029
323-469-0745
323-469-0723 (Fax)
310-993-9951 cell
email: cambrolaw@gmail.com

From: [Louis A. Ferro](mailto:Louis.A.Ferro)
To: [Vincent M. DeOrchis](mailto:Vincent.M.DeOrchis)
Subject: FW: Authorization to transfer LC
Date: Thursday, November 10, 2011 10:00:27 AM

From: Fastforwardglobal Inc. [mailto:fastforwardglobal@gmail.com]
Sent: Monday, September 12, 2011 6:07 PM
To: Louis A. Ferro
Subject: Fwd: Authorization to transfer LC

----- Forwarded message -----

From: **Fastforwardglobal Inc.** <fastforwardglobal@gmail.com>
Date: Wed, Aug 31, 2011 at 3:45 PM
Subject: Authorization to transfer LC
To: "Louis A. Ferro" <louis@chobeconsulting.com>
Cc: eurasia@rogers.blackberry.net, Patrick Rodgers <startradingusa@hotmail.com>

Please be advised that Claire Ambrosio is authorised to receive the sweeteners plus email on behalf of Fastforward to fulfill the contract with Archangel.

Yours truly,
alexander RugeC

On Aug 31, 2011 12:26 PM, "Louis A. Ferro" <louis@chobeconsulting.com> wrote:

> Alex:

>

> I just spoke to Mark. He said M&T has tried three times to send the LC to
> CIBC today, per the agreement, and it has been rejected each time. The bank
> indicated it has to go through the beneficiary per agreement or change the
> agreement, which will take time. We need to use an account in the
> beneficiaries name.

>

> We need to resolve this asap.

>

> Best,

> Louis

>

>

> Louis A. Ferro

> Chobe Advisers LLC

> 240 East 47th Street

> New York, NY 10017

> [\(917\) 270-0709](tel:(917)270-0709)

> [\(703\) 891-9424](tel:(703)891-9424) Fax

>

> Disclaimer: Sender is not a United States Securities Dealer or Broker or

> U.S. Investment Advisor. Sender is a Consultant and makes no warranties or

49

- > representations as to any Buyer, Seller or Transaction. This e-mail letter
- > and the attached related documents are never to be considered a solicitation
- > for any purpose in any form or content. Upon receipt of these documents you,
- > as the Recipients, hereby acknowledges this warning and disclaimer. If
- > acknowledgment is not accepted, Recipients must return the document copies,
- > in their original receipted condition. These Confidential communications are
- > protected under Gramm-Leach-Bailey Act 15 USC, Subchapter 1, sections
- > 6801-6809 and other laws addressing the disclosure of Non-Public Personal
- > Information.
- >
- >
- >

Exhibit C

----- Original Message -----

From: "Louis A. Ferro" <louis@chobeconsulting.com>
To: "Mark Whitford" <mark.whitford@sweetenersplus.com>
Cc: "Claire Ambrosio" <Cambrolaw@gmail.com>; "Michael Molfetta Sr" <mjm@freightbrokersglobal.com>; <hector@archangeltrading.com>
Sent: Saturday, November 05, 2011 1:22 PM
Subject: POSSIBLE SPAM: Sugar in Brazil

Mark,

Claire and I did try calling Brazil, at the number at the bottom of the email sent to Mike Molfetta which I pasted here, but given that it is Saturday, we were unable to speak to anyone as of yet.

I also called a few times after chatting with Hector. Here is the info Hector was able to verify when he called the same number Michael provided with the Brazilian Port Authority:

1. When calling, it is on the Manifest, use option 3.
2. Info that will be provided is: Owner, consignee, route, loading time, and expected departure.
3. Ship is at Dock 17
4. It was Morehead, meaning it is awaiting Berth;
5. Vessel is in Archangel's name;
6. Sweetener's is listed as Consignee;
7. Was unable to verify the warehouse as it was late when he called;
8. Manifest office is open until 4 PM today; I did try calling again, and Hector will also continue to.

My guess is that we will have to wait until Monday to have most of this clarified/resolved.

Louis

On 11/2/11 4:22 PM, "Luciana Takano" <luciana.takano@itamaraty.gov.br> wrote:

Dear Mr. Molfetta,
I apologize for the delay, but please find below our response to your recent inquiry.

Companhia Docas do Estado de São Paulo (Codesp) is the Port Authority that manages the infrastructure and cargo movement at the Port of Santos. However, questions about customs procedures, location and inspection of cargo are responsibility of the Santos Customs Authority, which is part of the Brazilian Federal Revenue Office of the Finance Ministry. For information about a specific cargo, please contact:

ALFÂNDEGA DO PORTO DE SANTOS - 8ª R.F.

Mr. JOSÉ ANTÔNIO GAETA MENDES

Address: PRAÇA DA REPUBLICA S/N

City: SANTOS

State: SP

CEP: 11013-905

Tel: 55(13) 3208-2000

FAX: 55(13) 3208-2105

Hours of Operation: 8:30 am - 12 pm and 2 pm - 5 pm

Louis A. Ferro
Chobe Advisers LLC
240 East 47th Street, Suite 20D
New York, NY 10017
Louis@chobeconsulting.com
Louis@chobeadvisers.com
(917) 270-0709
(703) 891-9424 Fax

Disclaimer: Sender is not a United States Securities Dealer or Broker or U.S. Investment Advisor. Sender is a Consultant and makes no warranties or representations as to any Buyer, Seller or Transaction. This e-mail letter and the attached related documents are never to be considered a solicitation for any purpose in any form or content. Upon receipt of these documents you, as the Recipients, hereby acknowledges this warning and disclaimer. If acknowledgment is not accepted, Recipients must return the document copies, in their original receipted condition. These Confidential communications are protected under Gramm-Leach-Bailey Act 15 USC, Subchapter 1, sections 6801-6809 and other laws addressing the disclosure of Non-Public Personal Information.

----- Original Message -----

From: claire.ambrosio

To: Mark Whitford ; Mjm@FreightBrokersGlobal.com ; louis@chobeconsulting.com ; Felix Reznick

Sent: Friday, November 04, 2011 7:02 PM

Subject: Brazil Port

Mark

I just learned that if you call the port as listed below in final email below, that they can verify the cargo and boat. Hector did this earlier today and according to him was told that the ship (IMO 9546992, Ocean Leader) was in Archangel's name and cargo in care of Sweeteners' name. Louis and I tried calling Brazil together and could not get a live person. I subsequently call again (Louis was dropped from the call) and got a live person who had very limited English. He did tell me I could call back tomorrow or Monday or come by the port directly to get confirmation of the ship and cargo.

Louis and I will call tomorrow morning at 9 am eastern time since Louis speaks Spanish and I only speak Italian and he didn't understand. We will provide with an update/report once we have made the call.

In the meantime I am continuing working on your accounting.

From: "Michael J. Molfetta" <Mjm@FreightBrokersGlobal.com>

Date: Wed, 2 Nov 2011 21:36:08 +0000

To: Mark Whitford <mark.whitford@sweetenersplus.com>; 'Hector Ortiz' <hector@archangeltrading.com>

Cc: Louis Ferro <louiscf@aol.com>; Felix B. Resnick <FREZNICK@REZNICKLAW.COM>; Igor Merkovich <frozenf2007@yahoo.com>; Michael F.

Molfetta <MichaelM@FreightBrokersGlobal.com>; Erin Shanley <EShanley@FreightBrokersGlobal.com>; Arnold

Jin <ArnoldJ@FreightBrokersGlobal.com>; Bill Bishop <BillB@FreightBrokersGlobal.com>

Subject: FW: Brazilian Commercial attaché department helping us secure information regarding a vessel and title-transfer of Sugar to Messrs. SweetenersPlus

Mark and everyone,

Below is the reply to my discussion and email of last Monday to the Brazilian Consular General's Trade Office in New York.

Once we have the name of the actual vessel I think a call should be made to the respective contacts provided us... Thus to confirm that the information is in fact correct.

11/10/2011

53

Mark do you agree? And can anyone give us the information to confirm.

Louis/Hector and Mark:

1. Hector- I'm still owed the logistic contact for the seller-where located in Florida, California or Brazil.
2. ISF- Security filing- (10+2) FBGS as Sweeteners"- customs brokers must make sure the filing is both timely and accurate...Which the seller logistic department and/or agent can help us with that.
3. Shipping carrier contact Brazil and States should be supplied to us as well.

Its not only loading the ship and departing Santos.... but also compliance as to the rules and regulations set by US Customs and Border Protection must be met....We must have this filed coorectly a minimum of 24 hours prior to departure from the last foreign port....

Hector/Louis- again we are attaching the 10+ 2 form that spells out what information must be submitted to US CBP...It that have been filed we want a copy of the filing and the USCBP reply, thus to check the accuracy and/or better yet filling out the information on the attached form ISF 10+ 2 form and emailing scanning or faxing it to our New York office @ [718-868-4625](tel:718-868-4625)...

Any questions please call me...the clock is ticking and we must get on the posthaste...
Thank you and we all expect quick reply to this matter...

Michael J. Molfetta

Freight Brokers Global Services
1200 Brunswick Ave Far Rockaway, NY 11691
www.freightbrokersglobal.com



----- Forwarded Message

From: "Michael J. Molfetta" <mjm@freightbrokersglobal.com>
Date: Wed, 2 Nov 2011 16:45:11 -0400
To: Luciana Takano <luciana.takano@itamaraty.gov.br>
Cc: Consulado - Nova York - Secom <secom.novayork@itamaraty.gov.br>
Subject: Re: Brazilian Commercaill attche department helping us secure information regarding a vessel and title-transfer of Sugar to Messrs. SweetenersPlus

Dear Luciana Takano,

The below information is what we needed...
Our ship was putting into Santos today and could be loaded within the next couple of days...so we will be using these contacts to confirm that...

Yes if we have further needs we will not hesitate in contacting your good offices.

11/10/2011

54

Thank you so very much.

Michael J. Molfetta

Freight Brokers Global Services
1200 Brunswick Ave Far Rockaway, NY 11691
www.freightbrokersglobal.com



On 11/2/11 4:22 PM, "Luciana Takano" <luciana.takano@itamaraty.gov.br> wrote:

Dear Mr. Molfetta,

I apologize for the delay, but please find below our response to your recent inquiry.

Companhia Docas do Estado de São Paulo (Codesp) is the Port Authority that manages the infrastructure and cargo movement at the Port of Santos. However, questions about customs procedures, location and inspection of cargo are responsibility of the Santos Customs Authority, which is part of the Brazilian Federal Revenue Office of the Finance Ministry. For information about a specific cargo, please contact:

ALFÂNDEGA DO PORTO DE SANTOS - 8ª R.F.

Mr. JOSÉ ANTÔNIO GAETA MENDES

Address: PRAÇA DA REPUBLICA S/N

City: SANTOS

State: SP

CEP: 11013-905

Tel: 55(13) 3208-2000

FAX: 55(13) 3208-2105

Hours of Operation: 8:30 am – 12 pm and 2 pm – 5 pm

Feel to contact us if you have further questions.

Cordially,

Luciana Takano
Trade Bureau
Consulate General of Brazil in New York
1185 Ave of Americas, 21st Floor
New York, NY 10036-2601
Tel: [\(917\) 777-7611](tel:(917)777-7611)

11/10/2011

55

Fax: (212) 827-0225

E-mail: luciana.takano@itamaraty.gov.br <<mailto:luciana.takano@itamaraty.gov.br>>

The Consulate-General of Brazil in New York does not endorse or recommend the services of any agent or company. The companies you select are solely responsible for their services to you. The Consulate shall not be liable for any damages or costs of any type arising out of or in any way connected with your use of the services of cited companies.

From: Michael J. Molfetta [Mjm@FreightBrokersGlobal.com]

Sent: Monday, October 24, 2011 6:43 PM

To: Consulado - Nova York - Secom

Cc: Mark Whitford; Louis Ferro; Joel Ditekowsky

Subject: Brazilian Commercaill attche department helping us secure information regarding a vessel and title-transfer of Sugar to Messrs. SweetenersPlus

Attention: The Commercial Section of the Brazilian Consulate Office- 1185 6th Avenue-NYC, NY-phone # 917-777-7799

Subject: Help in verify needed information given to us regarding a purchase of refined cane sugar ICUMSA #45.

Dear Sir or Madame:

Good afternoon, and per my call and your suggestion, can your good offices help us regarding confirmation, or person/s that can, valid the below:

1. 13,100/Metric tons of ICUMSA # 45 –refined sugar cane.
2. Load on a vessel/Ship name: Yan An Hai- Located at Berth 1, Santos.
3. Cargill is loading vessel. Ship is owned by Cargill and

Sub-leased to Hans. It is to be loaded with sugar as outlined in the "Notice of Loading" from Global Supply Source, Inc".
The ship is currently under the name BR Link, the joint venture partnership, and will be transferred to SweetenersPlus of Lakeville, New York- USA in the coming days.

1. The ocean bill of Lading will be issued in the name of the importer; namely:

<Sweetener's Plus, Inc.
<5768 Sweetener's Blvd.
<Lakeville, New York 14480-0520

Any and all help that you can provide will be greatly appreciated.... and should there be any questions and/or further information needed you can email or Skype call @ mjm2007 or call my US cell # 732-325-8883 most anytime...

Thanking you in advance and if possible revert as soon as possible since the consignment is urgently needed information and arrival for our production and processing...and we could be facing a plant shut down if

not received...

Respectfully Submitted- agent and authorized person/company for
SweetenersPlus, Inc.

Michael J. Molfetta

Freight Brokers Global Services
1200 Brunswick Ave Far Rockaway, NY 11691
www.freightbrokersglobal.com



----- End of Forwarded Message

--

Claire C. Ambrosio
Attorney at Law
952 N. Western Avenue
Los Angeles, California 90029
323-469-0745
323-469-0723 (Fax)
310-993-9951 cell
email: cambrolaw@gmail.com

11/10/2011

57

From: Louis A. Ferro [mailto:louis@chobeconsulting.com]
Sent: Wednesday, November 09, 2011 8:38 AM
To: claire ambrosio; hector@archangeltrading.com
Cc: Mark Whitford (mark.whitford@sweetenersplus.com)
Subject: Luzern vessel/Chuck & Company

Dear Claire,

As a follow to the texts and information passed to you by Chuck Joslin and AI which you were forwarded to me, I have tracked the current status (see below) for the Luzern at Warehouse 19. As you can see below, that vessel has departed for Lagos, Nigeria meaning that all of the info as to the ship being currently in the JV Partner name (VR Link or whatever he was claiming) and being loaded for Archangel with Sweeteners' product was an outright fabrication. I have already spoken to Mark and made him aware of the details.

Global Supply Source and AI (whatever last name he has) have been involved in what appears to be a criminal fraud. I would suggest you save all of the texts and messages as such as they will be provided to the authorities.

Fortunately, we provided a good deal of this information to the Brazilian Consul General yesterday as I had mentioned to you. It also explains why Chuck reacted very shocked to you when you texted him that we were dealing with the CG as such and I believe replied that speaking with the CG was over the top. Clearly, that is not the case. Please save copies of all electronic transmissions. Mark is speaking with attorneys this am.

With respect to Hector, I would suggest that any verification or validation of the back-up vessel being transferred to Sweeteners is made available and that a contact person at Mallory Alexander be put on the phone with Sweeteners. Any verification as to the status of this vessel's transfer will be most welcome for all.

Luzern: 9240794

<http://www.marinetraffic.com/ais/shipdetails.aspx?mmsi=269036000>

Last Position Received

Area: Atlantic South

Latitude / Longitude: -24.05853° / -46.34355° (Map)

Currently in Port:

Last Known Port: SANTOS

Info Received: 0d 0h 4min ago

Current Vessel's Track

Wind: 5 knots, 141°, 21°C

Itineraries History

Voyage Related Info (Last Received)

Draught: 11.2 m

Destination: LAGOS

ETA: 2011-11-20 03:00

Info Received: 2011-11-09 11:49 (0d, 1h 22min ago)

Text No 1: From Chuck Joslin to Claire:

----- SMS Text -----

From: +14074910211

Sent: Nov 8, 2011 12:0 PM

Subject: Al says everything is going well.

Al says everything is going well. He's working on getting the non-shipping docs to me as soon as possible.

Sent via BlackBerry by AT&T

Text No 2:

Another text from chuck re: imo number and when we will have capitians info

----- SMS Text -----

From: +14074910211

Sent: Nov 8, 2011 12:54 PM

Subject: 9240794.

9240794.

Normally with the shipping docs after loading.

Sent via BlackBerry by AT&T

Regards,

Louis

Louis A. Ferro
Chobe Advisers LLC
240 East 47th Street New York, NY 10017
Louis@chobeconsulting.com
Louis@chobeadvisers.com
(917) 270-0709
(703) 891-9424 Fax

Disclaimer: Sender is not a United States Securities Dealer or Broker or U.S. Investment Advisor. Sender is a Consultant and makes no warranties or representations as to any Buyer, Seller or Transaction. This e-mail letter and the attached related documents are never to be considered a solicitation for any purpose in any form or content. Upon receipt of these documents you, as the Recipients, hereby acknowledges this warning and disclaimer. If acknowledgment is not accepted, Recipients must return the document copies, in their original receipted condition. These Confidential communications are protected under Gramm-Leach-Bailey Act 15 USC, Subchapter 1, sections 6801-6809 and other laws addressing the disclosure of Non-Public Personal Information.

-----Original Message-----

From: Chuck Joslin [mailto:chuckip@globalsupplysource.com]
Sent: Thursday, November 03, 2011 8:35 AM
To: Louis A. Ferro
Cc: homeoffice@globalsupplysource.com
Subject: Re: The end

Louis,

Mark was given the ship name last night. And Al will be sending docs today. The bags are ready to load.

So stop the BS. This is getting done as Mark was told.

Chuck Joslin
Sent from my iPhone

On Nov 3, 2011, at 1:13 AM, "Louis A. Ferro" <louis@chobeconsulting.com> wrote:

> So, I just got off the phone with Mark and Claire at almost 1:00 AM
> and it appears that Al, Chuck, and Hector's dog ate the homework,
> again. No documents, no ship and money is gone. No wire back to
> Claire. No letter from bank or banker. No back-up plan. That old
> saying about if it walks and quacks, it must be a duck. It's all BS.
>
> Sweeteners will begin legal proceedings tomorrow. And I can assure you
> that they will not be the only ones. More importantly, given my
> extensive experience in the political world, internationally, and with
> the legal profession, I will support Sweeteners in every way to make
> sure all civil and criminal remedies are fully exhausted. Fortunately,
> the vast majority of the evidence is saved in emails and texts.
>
> I think it's pathetic and tragic but then again scams and fraud are
> not pretty.
>
>
>
>

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2012.0.1834 / Virus Database: 2092/4591 - Release Date: 11/02/11

----- Original Message -----

From: "Chuck Joslin" <chuckip@globalsupplysource.com>
To: "Mark Whitford" <mark.whitford@sweetenersplus.com>
Sent: Wednesday, November 02, 2011 2:10 PM
Subject: POSSIBLE SPAM: Update

Mark,

I've called you twice this afternoon. The first time as promised after I spoke with Al. The second to give you a positive update with Al

He is meeting with Gil (one of the JV principals) at 5pm EDT.

He says some of the docs are in for you.

The principal in Brazil will be in his meeting by phone

They pulled you ship ahead of another to get it to you faster.

Chuck Joslin
Sent from my iPhone

----- Original Message -----

From: "Louis A. Ferro" <louis@chobeconsulting.com>
To: "Hector Ortiz" <hector@archangeltrading.com>; "Mark Whitford" <mark.whitford@sweetenersplus.com>
Cc: <louis@chobeadvisers.com>; "Claire Ambrosio" <cabrolaw@gmail.com>
Sent: Friday, October 21, 2011 4:03 PM
Subject: Follow-up on this morning's breakfast meeting in Miami

> Gents:

>

> I thought that for the sake of simplicity and as a way to avoid any
> misunderstanding, I will highlight the points covered, from my notes, in
> our breakfast, at the Gansevoort Hotel, as well as next steps.

>

> If I've left something out or may have gotten something wrong, please let
> me know.

>

> 1. Hector mentioned that we should start receiving some documents and info
> today.

>

> 2. Mark asked that we get a simple letter/email from Claire stating funds
> are in the escrow and to be released in accordance with LC language.
> Hector indicated he spoke to Claire last night and that she would be doing
> just that today. Update: Claire is attending a funeral and service today
> so is out of pocket. Follow-up: Hector to ensure that email/letter goes
> out ASAP.

>

> 3. Boat Name and other ancillary info. Ship name: Yan An Hai. Located at
> Berth 1, Santos. It is to be loaded by Cargill. Ship is owned by Cargill
> and sub-leased to Hans. It is to be loaded with sugar as outlined in the
> "Notice of Loading" from Global Supply Source, Inc" provided to us
> Thursday evening in Orlando by Chuck Joslin.

>

> 3. The ship is currently under the name BR Link, the jv partnership, and
> will be transferred to Sweeteners in the coming days. BL will be in
> Sweeteners name.

>

> 4. Mark asked if there were any outstanding money issues and if the
> product had been paid for. Hector said he had indeed paid for the product
> and sent Chuck & co the balance for the second 25K MT of his allocation.
> Hector further pointed out he is only able to transfer title of the
> allocation to Sweeteners

>

> 5. Hector provided Chuck Joslin direct cell info.

>

> 6. Hector explained role of port operations and port master in providing
> updates on vessel.

>

> 7. According to Notice of Loading, the final bags are being loaded on
> 10/24-10/25 and it will take approx 2-3 days to complete and 10 days or
> less for transit to destination port.

>

> 8. Mark suggested that Louis Ferro and Mike Molfetta go to Brazil next

> week to be the on the ground presence during loading and initial sailing
> accepting Hector's offer. Hector agreed and said to book it.
>
> 9. Mark and Hector went through Sweeteners Q&A list and checked off all
> docs Al had indicated he had and would be sending later in day.
>
> Best,
> Louis
> Sent via BlackBerry from T-Mobile

GH

From: Mark Whitford [mailto:mark.whitford@sweetenersplus.com]
Sent: Thursday, October 27, 2011 11:36 AM
To: claire ambrosio; louis@chobeconsulting.com; Hector Ortiz; Chuck Joslin
Subject: Re: Sweetners

Good Morning Claire,

I did not receive any documents yesterday. The last document I received was from Chuck Joslin last Thursday, when we met in Florida. The document: Notice of Loading, is attached.

Chuck had a family emergency yesterday, and did not call in the afternoon. I figured he would call once he worked thru his crisis. I'll give me a call, and let you know. I'll keep you posted.

Thank you.

Mark

----- Original Message -----

From: claire ambrosio
To: Mark Whitford ; louis@chobeconsulting.com ; Hector Ortiz ; Chuck Joslin
Sent: Thursday, October 27, 2011 11:10 AM
Subject: Sweetners

Dear Mark

Louis and I spoke with Hector at 9 am your time he told us things were in the works and that he was leaving on plane at noon your time. We asked him for the bank information including the officer so I could follow up. He just texted Louis he has the forms from Chase Compliance to complete and return and he will include me and Louis so we can follow up if he has to take off prior to confirmation. We will forward information as we received it.

Can you let me know if you had a call with Chuck yet I know you provide me with Article 10 and it would help me in the follow up process if I knew who was providing what documents on that list and estimate date of when they would be arriving.

What documents did you received yesterday?

Thank you

--

Claire C. Ambrosio

11/10/2011

65

Attorney at Law
952 N. Western Avenue
Los Angeles, California 90029
323-469-0745
323-469-0723 (Fax)
310-993-9951 cell
email: cambrolaw@gmail.com



Global Supply Source, Inc.



Notice of Loading

20 October 2011

To: Archangel World Investment, Inc.

Attn: Hector M Ortiz - General Manager

Transaction Code: GSS/AOJJ/SUGAR/20110616-1

Per AI in logistics, a vessel will be ordered 10/21 for the following load:

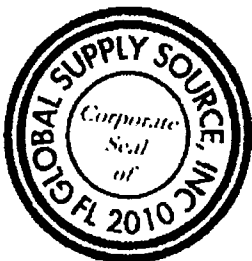
Product: ICUMSA45
 Packing: 1,000kg bags
 Quantity: 12,500 MT
 Vessel Name: TBA
 IMO: TBA
 Size: TBA Ton deadweight
 Port: Santos
 Destination(s): Elizabeth, NJ USA (per your directive)

Notes: Final bags are being loaded on 10/24-10/25. Vessel name will be provided 10/26 when it docks. Please allow 2-3 days for loading and 10 days or less for transit to destination port.

By: Chuck Joslin

2011-10-20-19:15EDT

Cc: HO



Main Office
Winter Springs, FL 32708

67

----- Original Message -----

From: "Louis A. Ferro" <louis@chobeconsulting.com>
To: "Mark Whitford" <mark.whitford@sweetenersplus.com>; "Michael Molfetta Sr" <mjm@freightbrokersglobal.com>
Cc: <hector@archangeltrading.com>; "claire ambrosio" <cambrolaw@gmail.com>
Sent: Sunday, October 09, 2011 7:00 PM
Subject: SIT document and ship info

> Mark, Mike:
>
> Attached, please find the Sale in Transit invoice as promised. Please
> also see below the ship marine info on the website which tracks the vessel.
>
> <http://www.marinetraffic.com/ais/shipdetails.aspx?MMSI=353959000>
>
> Vessel's Details
> Ship Type: Cargo
> Length x Breadth: 190 m X 32 m
> Speed recorded (Max / Average): 11.7 / 8 knots
> Flag: Panama [PA]
> Call Sign:
> IMO: 9478779; MMSI: 353959000
>
> As I previously mentioned, there has been a mix-up with three ships.
> As such, more information will be updated on this web page after 9:00
> AM PST (Pacific time) tomorrow. In addition, more documents will also
> forthcoming as the changes are made as to sailing date and as
> documents become available.
>
> This info on this web page will be changing Hector and the folks in
> Brazil are still clearing out the paper work given the mi-up. Also
> note the Sweeteners load may piggy back with another load of 100 kilo
> bags going to Canada.
>
> Best,
> Louis
>
>
>
> Louis A. Ferro
> Chobe Advisers LLC
> 240 East 47th Street
> New York, NY 10017
> Louis@chobeconsulting.com
> Louis@chobeadvisers.com

> (917) 270-0709
> (703) 891-9424 Fax
>
> Disclaimer: Sendr is not a United States Securities Dealer or Broker
> or U.S.
> Investment Advisor. Sender is a Consultant and makes no warranties or
> representations as to any Buyer, Seller or Transaction. This e-mail
> letter and the attached related documents are never to be considered a
> solicitation for any purpose in any form or content. Upon receipt of
> these documents you, as the Recipients, hereby acknowledges this
> warning and disclaimer. If acknowledgment is not accepted, Recipients
> must return the document copies, in their original receipted
> condition. These Confidential communications are protected under
> Gramm-Leach-Bailey Act 15 USC, Subchapter 1, sections
> 6801-6809 and other laws addressing the disclosure of Non-Public
> Personal Information.
>
>
>

69

Archangel World Investment INC.

Coco Del mar San Francisco
 Calle Jaime de La guardia Panamá
 Phone: 507-6717-0903
 E- mail :hector@archangeltrading.com

Sale in Transit INVOICE

number	date
SWP01	10/07/11

CUSTOMER: **FDOL/08212011/001**
 Sweeteners Plus Inc.
 5768 Sweetners Blvd.
 Lakeville NY 14480 USA

ETA: 12/29/09

CUSTOM BROKER:
 Michael J. Molfetta
 Freight Brokers Global Services
 1200 Brunswick Ave Far Rockaway, NY 11691
 www.freightbrokersglobal.com

terms	carrier	Vessel
CIF	HANS	NORD VOYAGER

units	description	Qty/MT	amount euro	Amount \$
12500	ICUMSA 45 White refine sugar	12500		s 8,750,000.00

Product of Brazil

Area Director of Customs
 US port of entry

Dear Sir / Madam
 Please, be advised that we sold above goods in bond or in transit. We certify that this invoice is true and correct and that said goods are sold by us to the above company.

Sincerely yours,
 Hector M Ortiz ,
 General Manager

70

----- Original Message -----

From: hector@archangeltrading.com

To: Mark Whitford

Cc: Michael J. Molfetta

Sent: Tuesday, September 27, 2011 12:55 PM

Subject: RE: ISF or 10-2-filing Urgent matter! Pre-alert from Hector Ortiz.

mark

The steam line is Hans and it is there responsibility to communicate with the destination assigned in this case port Elizabeth. I will send your concerns but i want to clear one thing there is a major difference of bulk and packed they might be thinking loos bulk. When i mentioned this to the steam line they did not say it was not possible. So i am sure they are berths within the port that can be utilized lets see what information is returned to me

Hector M Ortiz

General Manager

Archangel Trading inc

507-6717-0903

hector@archangeltrading.com

skype h.ortiz

www.archangeltrading.com

----- Original Message -----

Subject: Re: ISF or 10-2-filing Urgent matter! Pre-alert from Hector Ortiz.

From: "Mark Whitford" <mark.whitford@sweetenersplus.com>

Date: Tue, September 27, 2011 12:39 pm

To: "Michael J. Molfetta" <Mjm@FreightBrokersGlobal.com>, <hector@archangeltrading.com>

Hector,

Is there anyway you can provide the name of the ship line, and the name of the vessel? It is my understanding from conversations with the warehouses, neither the Port of Newark or Elizabeth have the ability to unload anything other than containerized vessels. Therefore, the closest port to handle bulk would be Brooklyn, NY.

This is one large piece we need to pre-arrange before the ship sets sail....

Thank you.

Mark

----- Original Message -----

From: Michael J. Molfetta

To: hector@archangeltrading.com

11/10/2011

71

Cc: Michael J. Molfetta
Sent: Tuesday, September 27, 2011 7:57 AM
Subject: Re: ISF or 10-2-filing Urgent matter! Pre-alert from Hector Ortiz.

Hector,

Thank you for this quick response... and we await your further updates.
But please make sure the shipping line files at least 24 hours before the vessel sails?

Also I'll invite you on Skype...
Enjoy you day and regards,

Michael

On 9/26/11 8:38 PM, "hector@archangeltrading.com" <hector@archangeltrading.com> wrote:

Michael
Got it covered tebh titled was transferred on friday on the order to change all docs right behind it. Now i just got a list of other documents that i need to go chase to include a rabbi for the Kosher blessing. I did nto say the vessel would sail on wed but that docs will start to be generated on wednesday. The shipping line will do the notify and include your information so you can have a copy.

I also have to go and get every usinas FDA certificate now since this is for processing it will take a day or 2 to get them all in to have the ministry sign off. IN a normal case the mill (usina) that provides the most product is the one credited with the export but in this case the QC of sweeteners has requested all lots. I got that request this morning . I will be keeping you informed and i am always just a phone call away.

Hector M Ortiz
General Manager
Archangel Trading inc
507-6717-0903
hector@archangeltrading.com
skype h.ortiz
www.archangeltrading.com <<http://www.archangeltrading.com>>

----- Original Message -----
Subject: ISF or 10-2-filing Urgent matter!
From: "Michael J. Molfetta" <Mjm@FreightBrokersGlobal.com>
Date: Mon, September 26, 2011 3:59 pm
To: "hector@archangeltrading.com" <hector@archangeltrading.com>
Cc: Mark Whitford <mark.whitford@sweetenersplus.com>, "Louis A. Ferro" <Louis@chobeadvisers.com>, Erin Shanley <EShanley@FreightBrokersGlobal.com>, Arnold Jin <ArnoldJ@FreightBrokersGlobal.com>

Hello Hector,

Today we where told the vessel load of sugar for Mark will sail on Wednesday. As we corresponded on this matter before the Importers Security Filing (ISF or 10+) must be electronics filed with Customs 24 hours prior to departure from Brazil.

Please either submit directly thru your carrier/IFF or provide the information from the shipper's side...and we'll add the buyer and importers' info.

Hector this must be done by early tomorrow if the vessel is sailing Wednesday...please action this ASAP...

Or if not clear please call me anytime @ 732-325-8883... Should you and/or the booking agent or carrier has already filed the 10+2...send us a the results copy from US Customs ASAP; thus we can inspect same and be sure its in compliance...

Thank you Hector and hope to meet you one day,

Michael J. Molfetta

Freight Brokers Global Services

1200 Brunswick Ave Far Rockaway, NY 11691

www.freightbrokersglobal.com <<http://www.freightbrokersglobal.com>>



Michael J. Molfetta

Freight Brokers Global Services

1200 Brunswick Ave Far Rockaway, NY 11691

www.freightbrokersglobal.com



Exhibit D



America's Most Convenient Bank®

STATEMENT OF ACCOUNT

GLOBAL SUPPLY SOURCE INC
PRIMARY

Page: 5 of 6
Statement Period: Sep 01 2011-Sep 30 2011
Cust Ref #: 7600913441-723-E-###
Primary Account #: [REDACTED] 3441

DAILY ACCOUNT ACTIVITY

Other Withdrawals (continued)			
POSTING DATE	DESCRIPTION	SERIAL NO.	AMOUNT
9/6	WIRE TRANSFER FEE		25.00
9/7	DEBIT		12,000.00
9/8	DEBIT		26,000.00
9/8	DEBIT		5,000.00
9/14	DEBIT		5,000.00
9/20	DEBIT		3,000.00
9/22	WIRE TRANSFER OUTGOING Design Pallets Inc		30,000.00
9/22	DEBIT		9,500.00
9/22	WIRE TRANSFER FEE		25.00
9/23	WIRE TRANSFER OUTGOING Timothy D Myers Attorney Trust Acct		4,875,000.00
9/23	WIRE TRANSFER OUTGOING Jay Johnson		30,000.00
9/23	DEBIT		5,625.00
9/23	WIRE TRANSFER OUTGOING Charles L Joslin		5,000.00
9/23	DEBIT		5,000.00
9/23	WIRE TRANSFER FEE		25.00
9/23	WIRE TRANSFER FEE		25.00
9/23	WIRE TRANSFER FEE		25.00
9/26	WIRE TRANSFER OUTGOING Laura Sampson		10,000.00
9/26	WIRE TRANSFER FEE		25.00
9/29	DEBIT		13,000.00
9/30	DEBIT		26,500.00
9/30	DEBIT		9,000.00
Subtotal:			5,112,734.29

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
8/31	33,114.52	9/14	36,108.98
9/1	33,007.49	9/20	32,943.14
9/2	95,545.14	9/22	5,080,908.14
9/6	89,611.39	9/23	160,152.44
9/7	77,399.36	9/26	149,696.22
9/8	46,399.36	9/27	149,233.88
9/12	46,342.37	9/28	149,133.89
9/13	41,319.37	9/29	136,133.89

Call 1-800-YES-2000 for 24-hour Direct Banking service

BANK DEPOSITS FDIC INSURED



WWW.TDBANK.COM



74

Wire Transfer Archive

TD BANK

Value Date: 09-23-2011 to 09-23-2011

Page: 1

MOP	DIR	MID	AMOUNT	CREATE DATE & TIME	VAL DATE	TYPE	BANK	DEPT	BRANCH	VER	TEMPLATE	MSG STATUS
FED	O	110923140333XI01	4,875,000.00	09-23-2011 14:47:14	09-23-2011	1000	004	WIR	004BR9999	0		AGED

BANK	ACCT TYPE & NUMBER	CUST CODE	CUSTOMER NAME	FEE	ADVISE
DEBIT ACCOUNT: 004	DDA [REDACTED] 3441	[REDACTED] 3441	GLOBAL SUPPLY SOURCE INC		
CREDIT ACCOUNT:					

SENDER: 011103093 TD BANK

RECEIVER: 081009428 FIRST BANK

ORIGINATOR: AC [REDACTED] 3441
 GLOBAL SUPPLY SOURCE INC
 PRIMARY
 1579 CARRINGTON AVE
 WINTER SPRINGS, FL 32708-

BENEFICIARY: AC [REDACTED] 3287
 Timothy D Myers Attorney Trust Acct
 16900 Golden West Street
 Huntington BeachCA

ORIGINATING BANK:

BENEFICIARY BANK:

INSTRUCTING BANK:

INTERMEDIARY BANK:

PRODUCT CODE: CTR
 SENDER REFERENCE: 110923140333XI01
 IMAD: 20110923G1B76E1C002664
 QMAD: 20110923H1B7011C00016209231447FT03

REFERENCE FOR BENEFICIARY: JSIN-8LXT39
 AS OF DATE & REASON: 12-31-1969
 REFERENCE IMAD:
 DISPOSITION:

OBI:

BBI:

Country Code:US

NOTE: 0:

NON-ACCOUNT INFORMATION:

NAME :
 ADDR1:
 ADDR2:
 CITY :
 DRIVER'S LICENSE:
 SSN OR EIN:

STATE: ZIP:
 STATE OF ISSUE: EXPIRATION DATE: 12-31-1969
 TAXPAYER ID: COMMENTS:

PHONE:

75