

## LETTER OF INTENT

March 15, 2008

To:  
Mr. Akumiah Tetteh Joel  
M181/6, madina  
N/E Dist- Legon  
Accra-Ghana

RE: Financing the purchase of 12,500 metric tones of raw sugar

The following sets out the basic terms upon which we would be prepared to finance your business to purchase and resell the stated commodity at a substantial profit. The terms are not comprehensive and we expect that additional terms, including reasonable warranties and representations, will be incorporated into a formal agreement (the "Formal Agreement") to be negotiated. The basic terms are as follows:

1. Investor: Tyl Guifa Nesreddin (the "Investor")
2. Vendor and Dealers: Dejoren Ltd and Mr. Akumiah Tetteh Joel ("Vendors")
3. Target: Twelve thousand five hundred (12,500) metric tones of high-quality sugar ("The Target"). The Investor agrees to provide the Vendors with a bank line of credit of \$3,500,000, and the Vendors agree to use these funds exclusively to buy and then later to sell at a profit, the Target, free and clear of all liens, charges and encumbrances to the Investor. Vendors further agree to replay the \$3,500,000 to Investors, together with 10% of the audited profit on the resale of the Target.
4. Transaction: The Investor and the Vendors will enter into a business combination (the "Combination") whereby the Vendors will acquire the Target from all private sources in exchange for approximately \$3,750,000 U.S. (the "Acquisition"), either in one delivery or in several closely spaced partial deliveries. The exact quantity and the exact price paid will depend on market conditions and final availability of sugar of the proper quality at the time of the Transaction or Transactions. Immediately following acquisition, the Vendors will sell the Target to third parties for consumption.
5. Structure: In order to facilitate the Acquisition, the Investor and the Vendors agree that each will use their best efforts to formulate a structure for the Combination which is acceptable to each of the parties and which is formulated to:
  - comply with all necessary legal and regulatory requirements;
  - minimize or eliminate any adverse tax consequences; and
  - be as cost effective as possible.

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6. Financing: The Investor has advised the Vendors that he will provide \$3,500,000 U.S. himself. The Vendors have advised the Investor that they will arrange for the private placement of additional investment of approximately \$250,000 (or more, or less, depending on final pricing and quantities), which investment will close on or before the Closing (as defined herein) and will be on the same terms as the investment to be made by Investor (the "Financing").

7. Access to Information: Immediately upon execution of this Letter of Intent, the Investor and his advisors will have full access during normal business hours to, or the Target and the Vendors will deliver to the Investor, copies of all documents (the "Materials") pertaining to the source and quality of the Target.

8. Condition(s) Precedent: The obligation of the Investor to finance the purchase of the Target will be subject to satisfaction or written waiver by the Investor of the following condition(s) (the "Conditions Precedent") within 10 days after execution and delivery of the Formal Agreement:

- review and approval of all materials in the possession and control of the Vendors which are germane to the decision to purchase the Target;
- the Investor and its solicitors having had a reasonable opportunity to perform the searches and other due diligence reasonable or customary in a transaction of a similar nature to that contemplated herein and that both the solicitors and the Investor are satisfied with the results of such due diligence;
- the Investor and its accountant having had a reasonable opportunity to review the audited financial statements (including corporate tax returns, general ledger listings, adjusting entries and opening trial balances) of the Target, prepared in accordance with generally accepted accounting principles and that both the Investor and its accountant are satisfied with the content of such financial statements;
- the Investor obtaining the consent from any parties from whom consent to the transfer of the Target is required;
- no material adverse change having occurred in connection with the market for the Target;
- all representations and warranties of the Vendors being true and all covenants of the Vendors having been performed in all material respects as of the Closing;

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- no legal proceedings pending or threatened to enjoin, restrict or prohibit the transactions contemplated in this Letter of Intent;
- a satisfactory legal opinion being available from Vendors' counsel;
- completion of satisfactory physical inspection of the Target;
- satisfactory review of title to the Target; and

It would be the expectation of the Investor that many of the Conditions Precedent will be narrowed or eliminated altogether as the Investor completes its due diligence and the Formal Agreement and schedules thereto are finalized.

9. Return of Materials: The Materials will be returned to the Vendors, or destroyed if the Formal Agreement is not executed within the time provided.

10. Closing: The closing (the "Closing") of the transactions contemplated by this Letter of Intent will occur not later than 10 days following the satisfaction or written waiver by the Investor of the Conditions Precedent. At the Closing, the Investor will transfer the funds to the Vendors free from any outstanding liens, charges, claims or encumbrances and execute all such documents as the Investor's solicitors may require in order to effect such transfer. The Closing may take place by exchange of the appropriate solicitor's undertakings, which will involve each party's solicitors delivering to his or her counterpart all required cash and documentation, to be held in trust and not released until all such cash and documentation has been executed and delivered to the Investor.

11. Costs: The Investor and the Vendors will each bear their own expenses in connection with this Letter of Intent and the purchase and sale of the Target.

12. Legal Counsel: Both the Investor and the Vendors have the right to seek whatever legal counsel each sees fit for the smooth completion of the Transaction.

13. Confidentiality: All negotiations regarding the Target will be confidential and will not be disclosed to anyone other than respective advisors and internal staff of the parties and necessary third parties, such as lenders approached for financing. No press or other publicity release will be issued to the general public concerning the proposed transaction without mutual consent unless required by law, and then only upon prior written notice to the other party.

14. Purchase and Sale Agreement: Upon execution of this Letter of Intent, the Investor will prepare a draft of the Formal Agreement for the Vendors' review.

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15. Good Faith Negotiations: Each of the Investor and the Vendors will act honestly, diligently and in good faith in their respective endeavors to negotiate, settle and execute the Formal Agreement within 90 days following the execution of this Letter of Intent.

16. Exclusive Opportunity: Following the execution of this Letter of Intent, the Vendors will not negotiate or enter into discussions with any other party or offer the Target or any interest therein for sale to any other party until the time herein provided for settlement of the Formal Agreement has expired.

17. Standstill Agreement: Following the execution of this Letter of Intent and until the Closing, the Vendors will not, directly or indirectly, purchase or sell any assets or securities of the Investor.

18. Not a Binding Agreement: This Letter of Intent does not create a binding contract and will not be enforceable, except in respect of the obligations set out in paragraphs 10, 13, 15, 16 and 17. Only the Formal Agreement, duly executed and delivered by the Vendors and Investor, will be enforceable, and it will supersede the provisions of this Letter of Intent and all other agreements and understandings between the Investor and the Vendors with respect to the subject matter of this Letter of Intent.

19. Currency: All references to "\$" in this Letter of Intent shall refer to currency of the United States of America.

20. Proper Law: This Letter of Intent will be governed by and construed in accordance with the law of the United States of America, and the parties hereby attest to the jurisdiction of the Courts of competent jurisdiction of the United States of America in any proceeding hereunder.

21. Counterparts and Electronic Means: This Letter of Intent may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery to us of an executed copy of this Letter of Intent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery to us of this Letter of Intent as of the date of successful transmission to us.

22. Acceptance: If you are agreeable to the foregoing terms, please sign and return a duplicate copy of this Letter of Intent by no later than by 5:00 p.m. on March 20, 2008. Facsimile is acceptable.

Yours truly,

TYL GUIFÀ NESREDDIN  
COMMODITIES BROKER AND INVESTOR  
105 WEST DIVISION STREET DODGEVILLE,  
GOTHAM, WI 53540  
U.S.A.

X\_\_\_\_\_

Tyl Guifa Nesreddin

The above terms are accepted this 20th day of March 2008.

X\_\_\_\_\_

/s/ Mr. Akumiah Tetteh Joel  
Dejoren Ltd.