

AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into as of _____, 2010, by and between **NEWCO, LLC**, a New Jersey limited liability company with offices located at _____ (hereinafter “Newco”); and **SARAH FERGUSON, DUCHESS OF YORK**, an individual residing at _____ (hereinafter “SFDY”). Each of the foregoing may be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Newco is interested in marketing a brand of Collectible products, including _____ (collectively the “Products”) under Newco’s “House of Ferguson” trademark which has registration/serial # _____ with the United States Patent and Trademark Office (the “Trademark”), using the celebrity endorsement of SFDY; and

WHEREAS, SFDY is willing and able to endorse the Products on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the Parties agree to the following:

1) BUSINESS OBJECTIVES.

(A) Newco and SFDY hereby agree to work together to market the Products identified on Exhibit A and additional products to be devised by Newco which shall be added from time to time to Exhibit A, using the celebrity endorsement of SFDY. Newco shall develop the ideas, Products, and marketing and distribution plans with respect to the Products (the “Product Plans”), and shall use commercially reasonable efforts to share them with SFDY for her review, comment and input (the “Review Stage”). At the Review Stage, SFDY shall either grant consent to or reject the Product Plans. If consent is granted, Newco may proceed with more advanced plans and with the manufacture, distribution and marketing of the Products, using the SFDY Endorsement (as defined in Section 1(B) below). The Products may be marketed and distributed by Newco anywhere in the world via electronic retail including without limitation through QVC, internet, shopping channels, infomercials and mail order. Although it shall, in good faith, seek SFDY’s input with respect to the Product Plans, Newco shall have the sole right to make all decisions with respect to the packaging, advertising, promotion and marketing of the Products.

(B) SFDY hereby authorizes Newco and its affiliates to use her name and likeness (e.g., in photos, videos and infomercials), and hereby agrees to provide testimonial statements, personal appearances and the like, as the exclusive celebrity

endorser for the Products (the “SFDY Endorsement”) and she shall be available as needed for the successful promotion of the Products.

(C) The Parties acknowledge that all Products and the “_____” Trademark are the exclusive property of Newco.

(D) Nothing herein shall: (i) obligate Newco to utilize SFDY or the SFDY Endorsement on any minimum number or volume of Products, or (ii) prohibit Newco from discontinuing or modifying Products containing the SFDY Endorsement.

(E) Initially planned Products are set forth on Exhibit A hereto. SFDY hereby consents to the Review Stage with respect to the Products currently identified on Exhibit A, and hereby authorizes Newco to proceed with advance Product plans with respect to such Products.

2) ROYALTY; PAYMENT TERMS.

(A) During the Term (defined below), within fifteen (15) days after the close of each quarter, Newco will furnish SFDY with a statement (the “Sales Report”) setting forth for such period its aggregate sales of Products, less credits, allowances and returns (hereinafter “Net Sales”). Newco shall pay SFDY a royalty on Net Sales of the Products, on a per Product basis as set forth in greater detail on Exhibit B hereto (the “Royalty”), which Royalty shall be paid at the same time that Newco generates the Sales Report.

(B) As non-refundable advances against said Royalties, Newco hereby agrees to pay the following: 1) Upon execution of this Agreement, SFDY shall receive a non-refundable advance against Royalties in the amount of Fifty Thousand Dollars (\$50,000); 2) a second non-refundable advance of Seventy-Five Thousand Dollars (\$75,000) upon receipt of initial purchase orders from QVC; and 3) a final non-refundable advance of Fifty Thousand Dollars (\$50,000) upon the first QVC on-air appearance by SFDY.

3) AUDIT RIGHTS.

During the Term and for one (1) year thereafter, SFDY and/or her authorized representative shall have the right, during normal business hours upon reasonable advance notice, to audit the books and records of Newco which pertain to the sales of the Products, at Newco’s principal business address and at SFDY’s cost and expense (the “Audit”). If the Audit reveals a discrepancy between the Royalty paid to SFDY and the Royalty actually due to SFDY, the Parties shall attempt to resolve the discrepancy amicably and, if necessary, to make an appropriate payment adjustment. If such discrepancy is not resolved for a period in excess of sixty (60) days, then either Party shall have the right to cause an audit to be conducted by a third-party auditor or accounting firm (the “Independent Auditor”), at the cost of the requesting Party, and shall produce a report within thirty (30) days after such audit (the “First Audit

Determination”). If the other Party disagrees with the First Audit Determination, such dissatisfied Party shall choose a different third-party auditor or accounting firm at its sole expense. Said auditor shall, within thirty (30) days of the date of the First Audit Determination, mail a written report to the Parties setting forth its determination (the “Second Audit Determination”). If, despite the Second Audit Determination, there is still no agreement reached between the Parties, the auditors who prepared the First Audit Determination and the Second Audit Determination shall confer to choose another third-party auditor or accounting firm to prepare an audit whose cost shall be split by the Parties. Said auditor shall, within thirty (30) days of the date of the Second Audit Determination, mail a written report to the Parties setting forth its audit results (the “Third Audit Determination”), the findings of which shall be binding on the Parties. All auditors shall use generally accepted accounting principles when preparing their audits and reports.

4) EXCLUSIVITY OF SFDY.

SFDY hereby covenants, warrants and agrees that during the Term and for a period of twelve (12) months following its expiration or termination, SFDY shall not endorse or represent any other product or line of products, in any medium.

5) TERM.

The term of this Agreement shall be for three (3) years (the “Term”). At Newco’s sole option, upon written notice to SFDY given within the thirty (30) day period prior to expiration, it may renew the Term for additional one (1) year periods provided that Newco’s Net Sales of the Products during the immediately preceding [12 month period] (the “Measuring Period”) shall equal or exceed \$_____ (the “Target”). If Newco’s Net Sales fall short of the Target during any Measuring Period, Newco shall nevertheless have the right to renew the Term by paying SFDY the difference between the aggregate Royalties already paid or payable for the Measuring Period and the aggregate Royalties which SFDY would have earned had the Target been achieved. Following termination of this Agreement, SFDY acknowledges that Newco shall have a period of ___ months to continue to use the likeness and endorsement of SFDY for the manufacture, marketing and selloff of any remaining Product inventory.

6) REPRESENTATIONS.

(A) Newco Representations. Newco hereby represents and warrants that: (i) it is the lawful owner of the Trademark; (ii) the Products are the property of Newco and do not infringe on the intellectual property rights of any third party; (iii) all advertised claims made by Newco in connection with the marketing of the Products shall be in compliance with all applicable laws; and (iv) the Products shall be merchantable and shall be fit for their intended purposes.

(B) SFDY Representations. SFDY hereby represents and warrants that: (i) she has the exclusive right to provide the SFDY Endorsement; (ii) she does not, as of the date hereof, endorse or market any line of Products; and (iii) she shall not tarnish, embarrass or otherwise act in a way which negatively reflects on the Products or on Newco or its affiliates, vendors or customers.

7) CONFIDENTIAL INFORMATION.

(A) SFDY will treat as “confidential” any information concerning Newco’s business practices, which shall include but not be limited to, Newco’s operating and marketing methods, customer and supplier lists, pricing practices and sales figures, product formula and manufacturing plans, new product plans, distribution procedures, and any other information deemed proprietary by Newco (“Confidential Information”). SFDY will not, during the Term of this Agreement or at any time thereafter, disclose such information to any person or entity, or use such Confidential Information for its commercial advantage or that of any third party. All Confidential Information shall be the exclusive property of Newco and shall be returned immediately to Newco upon the termination or expiration of this Agreement, or at any other time at Newco’s request.

(B) SFDY acknowledges that Newco’s remedy in the form of monetary damages for any breach of the provisions of Sections 4 or 7(A) of this Agreement may be insufficient and that, in addition to any remedy for such breach, Newco shall be entitled to institute any appropriate proceedings for injunctive relief. In addition, if it is determined that SFDY has violated any provisions of Sections 4 or 7(A) of this Agreement, SFDY shall be required to reimburse Newco for any and all expenses, including reasonable attorney’s fees incurred in enforcing the provisions of this Agreement.

8) INDEMNIFICATION.

(A) Newco Indemnity. Newco hereby agrees to indemnify, defend and hold SFDY harmless from and against any and all costs, losses, liabilities and claims (collectively “Damages”) resulting or arising from: (i) Newco’s merchandising, distribution, sale, marketing, promoting, handling or storage of Products, including but not limited to any claims by third parties that the Products or Trademark infringes the intellectual property rights of another; (ii) a breach by Newco of any of its representations, warranties or obligations set forth herein, or (iii) the enforcement of this indemnification.

(B) SFDY Indemnity. SFDY hereby agrees to indemnify, defend and hold Newco harmless from and against any and all Damages resulting or arising from: (i) a breach by SFDY of any of her representations, warranties or obligations set forth herein; or (ii) the enforcement of this indemnification.

(C) Procedures. A Party demanding indemnification (“Indemnitee”) shall give prompt written notice thereof, and of the facts upon which based, to the other Party (“Indemnitor”). Indemnitor will have the right, at its own cost, to assume the defense or settlement of any such claim with counsel of its own choosing; provided, such counsel must be reasonably acceptable to the Indemnitee. Indemnitee nonetheless may participate, at its own cost, with its own counsel. No claim by a third party will be settled without the consent of Indemnitee, which consent shall not be unreasonably withheld. The existence or extent of insurance coverage will not affect indemnification rights and obligations hereunder.

9) RELATIONSHIP OF PARTIES.

The Parties hereby acknowledge and agree that they are independent contractors and not agents or employees of one another, and that they will maintain complete control over their respective employees and agents and over their relationship with their respective agents and contractors.

10) MISCELLANEOUS.

(A) Governing Law; Jurisdiction. This Agreement will be construed and interpreted in accordance with the laws of the State of New Jersey, without regard to the principles of conflicts of laws thereof. The Parties hereto irrevocably consent to the exclusive jurisdiction of the Superior Court located in Essex County, New Jersey, or the Federal District Court sitting in Newark, New Jersey, in connection with any action or proceeding arising out of or relating to this Agreement, and agree that venue shall be proper in either of such courts to the exclusion of the courts in any other state or country. The Parties further agree that such designated forums are proper and convenient.

(B) Severability. Should any provision of this Agreement be declared invalid, void or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected and shall continue in full force and effect, and such invalid, void or unenforceable provision shall be interpreted as closely as possible to the manner in which it was written.

(C) No Assignment. SFDY shall not assign this Agreement to any person or entity without the prior written consent of Newco which consent may be withheld or denied for any or no reason.

(D) Interpretation. The titles and headings used herein are for convenience only and are not to be considered in construing this Agreement. This Agreement has been negotiated between the Parties, each of whom had the opportunity to consult with legal counsel, and shall not be interpreted against either Party as the “drafter” thereof.

(E) Prevailing Party Fees. In the event of any dispute involving the terms of this Agreement, the prevailing Party shall be entitled to collect reasonable costs, fees and expenses incurred by the prevailing Party in connection with such dispute from the other Party to such dispute, including without limitation, reasonable attorneys' fees and court costs.

(F) Entire Agreement. This Agreement, including all schedules annexed hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and replaces all prior negotiations, understandings, conversations, correspondence and agreements between the Parties. Except as otherwise set forth herein, this Agreement may not be modified or amended, except by a writing signed by both of the Parties hereto.

(G) Waivers. All waivers and consents given hereunder shall be in writing. No waiver by any Party hereto of any breach or anticipated breach of any provision hereof by any other Party shall be deemed a waiver of any other contemporaneous, preceding, or succeeding breach or anticipated breach, whether or not similar, on the part of the same or any other Party.

(H) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective affiliates, successors and assigns.

(I) Further Assurances. Each Party agrees to execute and deliver any and all such other and additional instruments and documents and do any and all such other acts and things as may be necessary or expedient to effectuate more fully this Agreement and to carry on the business contemplated hereunder.

(J) Notices. Any notice or other communication related to this Agreement shall be effective if sent by nationally known overnight courier (i.e. Federal Express), certified mail, postage prepaid, return receipt requested, or facsimile (with transmission confirmation) to the address set forth in this Agreement, or to such other address as may be designated in writing to the other Party.

(K) Recitals. The recitals set forth above are hereby incorporated by reference.

(L) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original but all of which taken together shall constitute one and the same legal instrument. Facsimile and 'pdf' signatures shall be sufficient for execution of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the date first written above.

Witness: _____ Name: _____	Newco, LLC By: _____ Name: _____ Title: _____
Witness: _____ Name: _____	_____ Sarah Ferguson, Duchess of York, individually

Limited Guaranty

The undersigned hereby guarantees the non-refundable advances against Royalties identified in Section 2(B) above.

Windmill Health Products, LLC

By: _____ Date: _____, 2010
Name: _____
Title: _____

Exhibit A

Products

Exhibit B

Royalty