

Term Sheet

Preamble: This term sheet sets forth the proposed terms and conditions for Transaction.

This term sheet is only for discussion purposes and is not intended to impose any legal obligation on any party.

1. Purchase of Interests

Growing Needs Real Estate hereinafter the Purchaser would acquire from Growing Needs Real Estate hereinafter the Company, the following properties and assets:

The properties and assets purchased would be hereinafter referred to as the Assigned Interests.

2. Purchase Price

In consideration for the transfer and sale by the Company of the Assigned Interests to Purchaser, Purchaser would pay \$0.00 to the Company. The payment terms would be as follows:

3. Representations and Warranties

- (a) The Purchaser and Company will comply with applicable law in the performance of above transaction;
- (b) Company has good title and ownership over the Assigned interests;
- (c) Company guarantees that the Assigned Interests is free from any obligation and defects.
- (d) There is no pending Proceeding that has been commenced against Company and the Purchaser that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Contemplated Transactions.
- (e)The Purchaser or Company, under no circumstances shall make any public disclosure about the Transaction prior to the Closing. Any such disclosure at or after the Closing must be mutually agreeable to both parties; provided, however, that nothing in this provision will prevent the Company from fulfilling any legal disclosure obligations.
- (f)The Company agrees that from the date hereof until the Closing Date, the Company shall neither directly nor indirectly, through brokers, agents or otherwise, solicit or accept offers or conduct negotiations or enter into contracts with respect to the Assigned Interests or a Replacement Transaction. Should the Company receive an unsolicited offer relating to the Assigned Interests, it will promptly refuse such offer.

4. Closing Date

The necessary steps to reach a closing (the "Closing") would be completed by _____ (the "Closing Date"). Closing Date may be subjected to extension or

postponement by mutual agreement of the parties. This Term Sheet will expire on

_____.

5. Deliveries at Closing

6. Governing Law

This term sheet shall be governed by and construed in accordance with the laws of the state of California.

7. Accounting Matters

Companys Accountant will prepare financial statements in accordance with GAAP. The financial statements of the company will be audited prior to closing.

8. Confidentiality

The terms and conditions of this Term Sheet shall be held confidential by the parties.