



Terressentia Corporation
9770 Patriot Blvd, Suite 300
Ladson (N. Charleston), SC 29456

This letter Agreement made this ____ day of _____, 2011 between _____, whose address is _____ ("Retailer") and Terressentia Corporation whose address is 9770 Patriot Blvd, Suite 300, Ladson (N. Charleston), S.C. 29456 ("Terressentia").

Retailer is the owner of a group of restaurants located in _____ and desires to purchase for its use distilled spirits (the "Products") as described on Schedule A attached hereto using labels designed by Terressentia. Terressentia is a federally licensed distilled spirits plant and desires to produce, bottle and sell the Products.

In order to comply with federal Alcohol and Tobacco Tax and Trade Bureau regulations, it is necessary to have this Letter Agreement granting certain rescindable trademark rights by Retailer to Terressentia. TERRESSENTIA ACKNOWLEDGES THAT RETAILER IS UNDER NO OBLIGATION TO PURCHASE ANY MINIMUM QUANTITIES OF THE PRODUCTS OR PAY ANY FEES TO TERRESSENTIA.

To that end, Retailer and Terressentia agree as follows:

Retailer hereby licenses to Terressentia, the non-exclusive right to the use of any of its proprietary trademarks, names, or logos solely for the purpose of use in the design of such labels for the Products.

Terressentia will design a label for each Product, at its expense, using Retailer's proprietary trademarks and in conformity with federal alcoholic beverage labeling regulations. Retailer shall have final approval rights over the design of such labels.

Terressentia agrees to obtain, at its expense, federal and state regulatory approval of the labels and further agrees, at its expense, to produce, bottle and label, in 1 liter quantities, or in such other quantities as Retailer may request, the Products and to select and sell the Products to a licensed liquor wholesaler who in turn will sell full cases of the Products to Retailer for the prices described on Schedule A. Retailer shall approve the distributor selected by Terressentia.

Retailer acknowledges and agrees that under state and federal law, the wholesaler selected by Terressentia must make the Product available for purchase by any licensed liquor retailer.

Retailer acknowledges and agrees that Terressentia may identify Retailer and any labels or Products produced under this Agreement in its marketing materials including its website, brochures, or advertisements.

This Agreement may be terminated at any time by either party upon written notice.

Agreed as of the date above:

Retailer:

Terressentia: TERRESSENTIA CORPORATION

By: _____
Its:

By: _____
Earl D. Hewlette