



## **Joint Venture Profit Sharing Agreement**

**This AGREEMENT** is made on this 6th day of October, 2014  
duly signed and totally binding on all parties mentioned hereunder.

**Central Sun Ukraine LLC ("CSU")** Hereinafter as the "**First Party**"

Dr. Angel Rodriguez Alonso, Managing Partner / Chairman

Dr.Angel@CentralSunUkraine.com

**and:**

**Pure Spectrum Inc. ("PRSU")** Hereinafter as the "**First Party**"

Greg Gustin, Chairman / CEO /

Greg.Gustin@PureSpectrumInc.com

Hereinafter also referred to collectively as the "Parties" and individually as the "Party".

### **WHEREAS:**

The Parties identified herein, for the purpose of maximizing the profit potential of the Parties by executing sales and purchase agreements or comparable contractual methods through this Joint Venture Agreement ("Agreement") by and between the Parties identified herein for any present, ongoing or future spot transactions and/or long-term contracts or other business activities for the benefit of the Parties herein; and

The Parties agree that this Agreement shall also be binding on affiliates and related companies in the widest meaning of this definition. The Parties agree to do nothing to circumvent or avoid their obligations under this Agreement to save money or to avoid their obligations to the other Party; and

The Parties wish to enter into an Agreement to define their respective roles and responsibilities and thus successfully satisfy the objectives of these transactions; and

To perform certain functions, and thereby binding all the Parties to the terms and conditions of this Agreement:

The First Party has:

One or more sources of Supply and Demand of Refined Products, specifically refined Beet Sugar, ("Products"); has the ability to negotiate a contract for purchase and re-sale of such commodities, and wishes to make those facilities available to this Joint Venture.

The Second Party is a financially qualified entity, which has the ability to act for the benefit of the JV Group identified herein to facilitate transactions by:

1. Providing cash or other mutually agreeable assets to this Joint Venture for use in support of its ordinary operations and planned investment activities.

**IT IS NOW, THEREFORE, AGREED** by the undersigned parties to this Agreement that the various promises, covenants, warranties and undertakings set forth herein shall constitute good and valuable consideration, the receipt and adequacy of which the Parties acknowledge by signing below. The Parties hereto agree to work together in good faith, using their best efforts and resources as set forth below:

## **1 THE PURPOSE OF THIS AGREEMENT**

This Agreement is drawn for the express purpose of bringing the Parties together to enter into an agreement to whereby the Second Party provides financial capability(s) to the First Party, and to describe the method by which the Parties shall share the revenues as set forth in Paragraph 4 below.

## **2 TERM OF AGREEMENT**

This Agreement shall become effective upon execution and shall continue to be in effect for a period of (2) Years, or until the obligations of each of the parties are fulfilled as set forth herein, until discharge or termination as set forth elsewhere herein. However, for any company project which was supported by Second Party, any profit sharing for such entity will remain in effect for perpetuity, or until such time that such profit sharing may be amended and agreed to in writing by both parties. This Agreement shall be binding upon the Parties, their Principals, Heirs, Successors, Assigns, Subsidiaries, Attorneys, Agents or any other party deriving or claiming to derive benefit here from, or becomes involved with it, or it's subject matter in any way. The Agreement may be terminated by either Party, by written notice, as long as all financial obligations generated herein are completed to their fruition. All terms in the Confidentiality, Non-Circumvention and Non-Disclosure Agreement Section of this agreement shall survive any termination noted herein.

## **3 DESCRIPTION OF TRANSACTION & DUTIES OF THE PARTIES**

The transactions intended by the Parties hereto, and the duties of the various parties with respect to such transactions, are described as follows:

- 3.1 It shall be the responsibility of First Party to ccause a Sales Contract from the Supplier (refinery, titleholder, seller, reseller or other firms that may prove beneficial to the mutual goals stated herein) and to obtain an acceptable Exit Buyer for said products.
- 3.2 It shall be the responsibility of Second Party to provide the financial facilities, for providing Funds in whatever capacity agreed upon between the Parties and deemed as necessary for aforementioned transaction(s).

## **4 PROFITS, COSTS & DISTRIBUTION OF PROFITS**

The Parties agree to act in joint efforts to secure contemplated transactions described herein or as may be mutually agreed to in the future. The Parties will share the Profit defined as the Gross Revenue (difference between Supplier Sell Price and Exit Buyer Buy Price) less ordinary and customary indirect costs and fees that may be due and agreed upon per Transaction (e.g. Shipping, Mandates, Brokers, Intermediaries, Experts, Consultants, etc) from each Transaction. Each transaction will be confirmed by an Amendment Transaction Agreement and will reference this Agreement.

- 4.1 For each Sale of Products executed by the First Party, the First Party Agrees to:
  - 4.1.1 Pay the Second Party an amount equal to Twenty Percent (20%) of the total Profit per said Transaction.

## **5 BANKING and BANKING COORDINATES**

Banking information for the Parties to this Agreement will be provided and shall provide the coordinates necessary for wire transfer of the investments by the Second Party and for the distribution profits by the First Party as set forth above.

## **6 GENERAL PROVISIONS**

- 6.1 Confidentiality, Non-Circumvention and Non-Disclosure Agreement.** All Parties agree that all information received from any other Party shall be used for the collective good of the transaction between the Parties and is not to be used in any way to:
- 6.1.1 circumvent, eliminate, reduce or in any way diminish the role of the another Party;
  - 6.1.2 capitalize on, leverage, or in any way benefit individually and separately over the another Party from or by the use of said information outside of the spirit and purpose of this joint venture between the Parties;
  - 6.1.3 compete directly or indirectly with another Party. The intent is that recipient by receiving Confidential Information including investor names, customer lists, etc. from the disclosing Party will not use this information to compete with or circumvent the disclosing Party.
  - 6.1.4 any current, past and future transaction shall not be disclosed to any third party
  - 6.1.5 disclose any and all internal discussion, dispute to any third unrelated party.
- 6.2 Non-Exclusive.** This relationship between the Parties is non-exclusive, which means that no Party is under any obligation to submit transaction opportunities to the other Party in this Agreement for the procurement of financing and re-sale, or presentation to an Exit Buyer. Each transaction shall be managed on a case-by-case basis. Once the Parties agree to enter into a transaction jointly, that said transaction shall be considered exclusive to this Joint Venture. Any such transaction will be confirmed in writing by the Parties as a Transaction Amendment.
- 6.3 Obligations of the Parties.** The Parties agree to work together to accomplish the objectives of the transaction by performing timely, professionally and ethically and the Parties agree to carry out their responsibilities as set forth in this Agreement. Each Party is responsible for meeting its committed cost share and tax liabilities throughout the term of this Agreement. No Party is responsible for the costs or tax liabilities of any other Party. It is understood, timing is a key factor in this market place where the parties are operating, therefore, each party shall act as time is of the essence on each transaction.
- 6.4 Indemnity.** Each Party shall defend, indemnify, and hold the other Party and their directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with:
- 6.4.1 any breach by them of any warranty, representation, or agreement contained in this Agreement,
  - 6.4.2 the performance of the Party's duties and obligations under this Agreement.

- 6.5 **Liability.** Each Party acknowledges that it shall be responsible for any loss, cost, damage, claim, or other charge that arises out of or is caused by the actions of that Party or its employees or agents. No Party shall be liable for any loss, cost, damage, claim, or other charge that arises out of or is caused by the actions of any other Party or its employees or agents. Joint and several liabilities will not attach to the Parties; no Party is responsible for the actions of any other Party, but is only responsible for those tasks assigned to it and to which it agrees to in the Agreement. The Parties agree that consequential or punitive damages may be applicable or awarded with respect to any dispute that may arise between or among the Parties in connection with this Agreement.
- 6.6 **Risk.** The Parties acknowledge this business has some inherent risks associated with it such as volatility of the market, non-performance of a Buyer or Supplier and the like. While each Party shall exercise their best reasonable effort to mitigate such risks, it is understood such risks exist. As such, neither Party shall hold the other Party liable for any loss caused by a third party or conditions of the market.
- 6.7 **Performance.** If one or all of the Parties to this Agreement fail to perform, this Agreement is immediately cancelled and unenforceable and becomes null and void. The Parties may become knowledgeable of existing buyers and/or sellers of The Products and thereby, the Parties hereby warrant and attest that they and/or their assigns, cannot and will not circumvent the Parties and their associates and if the Parties do, they will still be legally and fully obligated to pay the Parties and its associates the full amount of circumvented transaction. Each Party is free to enter transactions with unrelated parties for the same types of business.
- 6.8 **Termination.** The Agreement may be terminated by either Party in writing, as long as all financial obligations generated herein are completed to their fruition. All terms in the Confidentiality, Non-Circumvention and Non-Disclosure Agreement Section of this agreement shall survive any termination noted herein.
- 6.9 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the Laws of the State of Florida, USA.
- 6.10 **Disputes.** In the event of disputes, the Parties agree to use their reasonable best effort to settle all disputes amicably. However, when an impasse is reached and a dispute cannot be otherwise settled, then, all disputes arising in connection with the present contract shall be settled under the rules of international conciliation and arbitration at the International Arbitration Center in USA.
- 6.11 **Best Effort.** The Parties will use their best effort in completing the transaction. Each transaction has it's inherit risk.
- 6.12 **Headings.** Article and section headings contained in this Agreement are included for convenience only and form no part of the Agreement among the Parties.
- 6.13 **Severability.** If any provision of this Agreement is declared invalid by any court or government agency, all other provisions shall remain in full force and effect.
- 6.14 **Use of Names.** No Party shall use in any correspondence, advertising, promotional, or sales literature the name of any other Party without prior signed written consent of the other Party.
- 6.15 **Waivers.** Waiver by any Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute, a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

- 6.16 **Relationships, Taxation and Money Laundering.** It is understood and agreed by the Parties that this Agreement does not create an employer-employee relationship, a partnership for tax purposes or for any other reason. The Parties confirm that they will observe the laws of their respective jurisdictions. Each Party will be fully responsible for their own taxation and declare that they will not use these said funds for any illicit or illegal activities covering any existing law associated with money laundering or evasion associated with international laws governing the transfer of monies for the avoidance of debt. No Party of this Agreement shall be liable for any taxation payments required by any and all governing authorities for any other participating Party.

## **7 OTHER PROVISIONS**

- 7.1 Any notices required hereof shall be in writing and delivered by Courier, Certified Mail or by telefax, email or fax to the other party's address provided elsewhere herein. The Parties acknowledge and agree that such copies are legally acceptable and considered original documents.
- 7.2 The Force Majeure clause of ICC Standards is hereby incorporated into this Agreement and neither party shall be liable for failure to perform where the clause is applicable, except in making payment for value received or for services rendered.
- 7.3 Changes or deletion of any part of this Agreement shall have no effect unless agreed in writing by all Parties hereto.
- 7.4 The Parties hereto accept liability for taxes, imposts, levies, duties, charges and any other Institutional costs applicable to the execution of their part in this Agreement.
- 7.5 This is a full recourse Commercial Agreement. When executed, this Agreement shall embody the full understanding and agreement between the Parties and shall supersede all other understandings, verbal or written. All statements, undertakings and representations are made without omission of any material fact, with personal, corporate and legal responsibility, under Penalty of Perjury.
- 7.6 Each signatory to this Agreement confirms and declares that he or she is empowered, legally qualified and authorised by an appropriate Board of Directors Resolution to execute and deliver this Agreement and to be bound by its Terms and Conditions.
- 7.7 This Agreement commences and becomes valid when authorised Parties have affixed their signatures to this page and have initialled all other pages thereof. This Agreement shall remain valid without respect to invalidity, failure or the inability to enforce any part hereof.
- 7.8 All electronic transmissions (ie facsimile, email, etc) of this Agreement, or any other associated document(s) to this transaction shall be considered as legal, binding and enforceable instruments, treated as original copy.

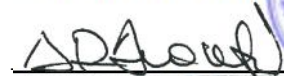
- - - - - End of Page - - - - -

**THIS JOINT VENTURE AGREEMENT**

is now, therefore, executed this October 6th, 2014, for and on behalf of

**For the First Party:**

**Central Sun Ukrai** ( "CSU" )



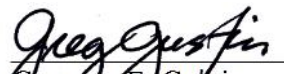
Dr. Angel Rodriguez Alonso

Managing Partner / Chairman / Chairman / CEO



**For the Second Party:**

**Pure Spectrum, Inc. ("PRSU")**



Gregory F. Gustin  
Chairman / CEO

----- End of Document -----