

# CONFIDENTIAL – NOT FOR PUBLIC RELEASE



## **Natural Solutions Corporation The Fund for Natural Solutions**

[www.FundforNaturalSolutions.org](http://www.FundforNaturalSolutions.org)

**PO Box 96, Volcan, Panama**

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Note to Prospective Subscribers to Units of the Fund for Natural Solutions  
also known as the NSF Green Fund:

By accepting this Confidential Private Placement Memorandum you agree to maintain in confidence the information set forth in this document, together with any other non-public information regarding the Fund obtained from the Fund or its agents, during the course of the proposed offering, and to return this document to the Fund in the event that you do not elect to participate in the Private Offering.

This is a private, expressive association, confidential and privileged communication to persons interested in supporting the work of the Foundation and is not a public offer of securities or any investment.

### **CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM**

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## **Natural Solutions Corporation t/a Fund for Natural Solutions**

A Panamanian Corporation

\$10,000,000.00

\$10,000 per Unit

1,000 Units Equal \$10,000,000.00

See Debt Offering Below Entitled “Proposed Offer of Convertible Notes”

Filed with the US SEC on October 20, 2011

**Filing No. 021-167619 / 111150148 - CIK #0001532833**

**Investor Name:**

**Number:**

### **NOTICE:**

The period of the Offering will continue until the earlier of 12 Months from Date of Offering or the date on which the full \$10,000,000 has been raised (the “Termination Date”). Investors wishing to purchase Units should send the full amount of the purchase price of such Units, by check or wire transfer, to the non-interest bearing bank account (the “Escrow Account”)

described on Schedule 1 of the Securities Subscription Agreement attached hereto as Exhibit B. Investors will become Members of the Company only when their subscriptions have been formally accepted. Units will be sold on a best efforts basis by the Company. The Company may also contract with one or more broker-dealers to sell Units on a commission basis and may pay a flat introduction fee to persons who introduce Investors to an investment in the Company.

Units will be sold only to persons who are “Accredited Investors”, or who are sophisticated non-accredited investors, as such terms are defined under the Securities Act of 1933, as amended (the “Securities Act”). Investors who wish to purchase Units must fill out, sign and send to the Company, with their Securities Subscription Agreement, an “Accredited Investor” Certificate (Exhibit C) as a condition to being permitted to purchase Units. Please see Exhibit C for the categories of persons who qualify as “Accredited Investors”.

An investment in Units is suited only for persons who have adequate means of providing for their current needs and personal contingencies and have no need for liquidity in their investment. The Units are only being offered to those persons who represent they can bear the complete economic loss of their investment in the Company. The Units have not been registered under the Securities Act and are being offered in reliance upon an exemption from the registration requirements thereunder. Offers and sales of the Units will be made only to persons who satisfy the conditions set forth herein and who also represent in writing to the Company that, in connection with evaluating the merits and risks of an investment in the Company, they have such knowledge and experience in financial and business matters generally that they are capable of evaluating the merits and risks of an investment in the Company or that they are represented by a Purchaser Representative who satisfies such conditions (see Exhibit D).

The form of the Company’s Bylaws, which is the document that controls the operation and affairs of the Company and the rights of its members, is attached hereto as Exhibit A (the “Bylaws”). Prospective investors are urged to review the attached Bylaws in its entirety.

This Confidential Private Placement Memorandum constitutes an offer only to the person to whom it has been delivered by the Company and only if such person meets the suitability requirements set forth herein.

EACH PERSON, BY ACCEPTING DELIVERY OF THE DOCUMENTS, AGREES AND ACKNOWLEDGES THAT THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM AND THE INFORMATION CONTAINED HEREIN IS CONFIDENTIAL; AGREES TO RETURN THE DOCUMENTS TO THE COMPANY IF SUCH PERSON DOES NOT PURCHASE ANY OF THE UNITS OFFERED HEREBY; AND FURTHER AGREES TO HOLD THE COMPANY AND CONTACT NAME HARMLESS AGAINST CLAIMS, COSTS, EXPENSES OR DAMAGES THE COMPANY AND CONTACT NAME MAY SUFFER IF SUCH PERSON BREACHES THE CONFIDENTIALITY AND NON-DISCLOSURE THEREOF. THE DOCUMENTS ARE PERSONAL TO THE RECEIPT HEREOF AND MAY NOT BE SHOWN TO ANY OTHER PERSON, OTHER THAN SUCH RECEIPT’S LEGAL COUNSEL AND INVESTMENT ADVISORS. REPRODUCTION OF THE DOCUMENTS IS STRICTLY PROHIBITED

This Offering is subject to withdrawal, cancellation or modification by the Company without notice. The Company reserves the right, in its sole and absolute discretion, to reject any subscription, in whole or in part, for any reason, to accept less than the amount of the Units

subscribed for, to accept subscriptions for less than stated minimum investment, if any, and to terminate the Offering at any time irrespective of the amount of Units sold and irrespective of the amount of gross proceeds raised.

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## THE FUND FOR NATURAL SOLUTIONS

The Fund for Natural Solutions (aka NSF Green Fund) of the Natural Solutions Corporation was established by Resolution of the Trustees of the Natural Solutions Foundation of Panama (the "Foundation"), a Panamanian Private Interest Foundation, to further its Mission to *discover, develop, document, demonstrate and disseminate* natural solutions to pressing issues of world-wide concern, achieving and maintaining a healthy self, community and world. The Foundation is sole owner of the Natural Solutions Corporation.

The Fund for natural Solutions (the "Fund"), of the Natural Solutions Corporation, a Panamanian corporation, is being established, according to the aforesaid Resolution, for Green Investments:

"The primary purpose of the Fund is to support the efforts of the Natural Solutions Foundation of Panama and associated entities, and for such other Green Investment purposes or activities as may be agreeable to the members of the Executive Committee."

The Fund is positioned to capitalize in this growing Green Investment market for a number of reasons:

- [1] Significant contacts in the natural health and food products industries, community development, water management, sustainable housing, sustainable energy, soil reclamation and agricultural practices, and similar areas which can identify viable Green Investments.
- [2] A committed Executive Committee with substantial experience.

The Fund is offering for sale up to 1,000 Units at a purchase price of \$10,000 per Unit for an aggregate purchase price of up to \$10,000,000.00, pursuant to the terms and conditions as set forth in this Private Placement Memorandum ("Memorandum"), with a minimum purchase of One Unit for \$10,000 (the "Offering"). Each purchased Unit entitles the Unit Holder to One vote and at time of purchase will be equivalent to 1/10<sup>th</sup> of 1 percent interest, which is subject to dilution if additional Units are offered and purchased as defined in the Unit Holder Agreement (the "Unit Holder Agreement") as attached hereto as Exhibit A and incorporated herein by reference. The Fund reserves the right, in its sole discretion, to waive the minimum purchase requirement or to sell fractional Units. This Offering is being conducted by the Fund and the President of the Fund, and is being made for the purpose of furthering the Mission of the Foundation.

**Any investor who desires to buy any of the Units must obtain and thoroughly read this Memorandum.**

THE UNITS REPRESENTED HEREBY HAVE NOT YET BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR UNDER APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AVAILABLE EXEMPTIONS FROM SUCH REGISTRATION.

**The date of this Private Placement Memorandum is October 20, 2011.**

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## NOTES TO COVER PAGE

The Offering is not underwritten and is being offered on a “best efforts” basis by the Fund through its officers and directors. The Fund has set a maximum Subscription amount with gross proceeds of \$10,000,000. This Offering may also be sold by FINRA member brokers or dealers who enter into an agreement with the Fund, who will receive commissions of up to 10% of the price of Units sold. Fund reserves the right to pay expenses related to this Offering from the proceeds of the Offering.

The Price to Investors: \$10,000 per Unit

- [1] Discounts and Commissions: Commission up to 10%
- [2] Proceeds to Fund: Price to Investors less Commissions
- [3] Per Unit: \$10,000
- [4] To be Raised: Up to \$10,000,000

i. The Offering price per Unit has been arbitrarily determined by the Fund and is not related to earnings, book value or net worth of the Fund. Subscription amounts are payable upon transmittal of the Subscription Agreement. See “Risk Factors”. The minimum Subscription requirement is \$10,000 for One Unit.

ii. The Fund is offering the Units as a Private Placement Offering through its Officers without payment of any commission and/or any other form of remuneration for such. Additionally, the Units are being offered by the Fund with the assistance of registered broker-dealers on a “best efforts” basis.

iii. A commission will be paid to FINRA licensed broker/dealers and other qualified personnel of up to 10% of the amount of Units sold.

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## CONSIDERATIONS

This Memorandum has been prepared on a confidential basis solely for the benefit of a limited number of selected Investors in connection with the private placement of securities. This Memorandum is not to be reproduced or redistributed.

Delivery of this Memorandum or any other documents or information furnished to an offeree to anyone other than the recipient, or his investment advisor, is unauthorized and any reproduction or disclosure, in whole or in part without the prior written consent of the Fund is prohibited.

No person is authorized to give any information or to make any representation with respect to the Fund or this Offering except such information as is contained in this Memorandum. Only information or representations contained herein may be relied upon as having been authorized.

This Memorandum is intended to provide prospective investors with information necessary for an informed investment decision. However, nothing contained herein is intended as legal, accounting or investment advice, and it should not be taken as such. A prospective investor should consult his own legal counsel and/or financial advisor with respect to his investment in the Fund. An investor must rely on his own examinations of the Fund and the terms of this Offering, including the merits and risks involved. An investor should be willing and have the financial capacity to purchase a high-risk investment, which cannot easily be liquidated.

This Memorandum contains summaries, believed by the Fund to be accurate, of certain agreements and other documents, but all such summaries are qualified in their entirety by reference to such agreements and other documents. No representation or warranty, express or implied, is made as to the accuracy or completeness of the information contained in this Memorandum, and nothing contained herein is, or should be relied upon as, a promise or representation, whether as to the past or the future. Copies of other pertinent documents will be made available to qualified prospective investors upon request.

Statements in this Memorandum are made as of the date hereof unless stated otherwise, and neither the delivery of this Memorandum at any time, nor any sale hereunder, shall under any

circumstances create an implication that the information contained herein is correct as of any time subsequent to its date.

This Memorandum contains forward-looking statements, and the Fund may make additional written or oral forward-looking statements from time to time. Such forward looking statements may include projections of revenues, income or loss, capital expenditures, business relationships, financings, proposed financings or investments by third parties, product development, plans for future operations, plans relating to products of the Fund, as well as assumptions relating to the foregoing. The words "believe," "expect," "intend," "anticipate," "estimate," "project," and similar expressions identify forward looking statements, which speak only as of the date the statement was made. Forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified. Future events and actual results could differ materially from those set forth in, contemplated by, or underlying the forward-looking statements.

Statements in this Memorandum, including those contained in the section entitled "Risk Factors," describe factors, among others, that could contribute to or cause such difficulties. This Memorandum is not an offer to sell nor a solicitation of an offer to buy, nor shall any Securities be offered or sold, to any person in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. This Offering is made subject to withdrawal, cancellations or modification by the Fund without notice. Offers to purchase the Securities may be rejected in whole or in part by the Fund and need not be accepted in the order received. These Securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act and the applicable state securities laws, pursuant to registration or exemption therefrom. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

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**The Offer**  
**Fund for Natural Solutions**  
**Of the Natural Solutions Corp**  
**Convertible Promissory Notes**  
**Maximum - \$10,000,000 (1,000 Units)**  
**\$10,000 per Unit**

The Fund for Natural Solutions of the Natural Solutions Corp (the "Fund") hereby offers (the "Offering") up to 1,000 Units, each Unit consisting of a \$10,000 Convertible Promissory Note at a purchase price of \$10,000 per Unit.

In general, and subject to decision by the Executive Committee, a portion of the Fund (Part A) will be invested by the professional fund management in approved Green Investments and a portion (Part B) will be invested through the Foundation in longer-term projects and Joint Ventures which are expected to become self-sustaining and profitable. The Fund management will seek to generate sufficient return on the Part A investments to meet the minimum obligations of the Fund.

The Fund will bear 5% interest compounded and payable annually. In addition, for the first Ninety Days after the filing of the Form D, current supporters of the Foundation will receive a 6% bonus for any funds they bring into the system, for themselves during this initial Private Placement Offering [ex: if a supporter brings \$10,000 to the Fund, the supporter is credited with \$10,600. Should a supporter introduce someone who participates in the Fund, the supporter's account will be credited with 2% of that participation]. Minimum lump sum participation is \$10,000, for One

Unit. There is no maximum participation level. The participation is guaranteed by a Bond issued by our Panama Corporations which own the Foundation's land in the Chiriqui Highlands of Panama. Currently the Foundation holds approximately 56 acres in two parcels, the BeyondOrganic™ Valley of the Moon™ Coffee Finca (farm) and the Natural Solutions Center in the Town of Volcan, site of the BeyondOrganic™ Valley of the Moon™ Restaurant, the Dr. Rima Institute and Seminar and Agricultural Teaching Center. The Trustees expect to acquire approximately another 250 acres in the area.

The Fund may, at its option, redeem at any time after the closing of this Offering, all or any part of the Convertible Promissory Notes on at least 30 days prior written notice to each holder of same at the full per Unit purchase price plus accrued and unpaid interest thereon (whether or not declared) to the date fixed for redemption. If not so redeemed, the Convertible Promissory Note shall be converted into a three-year Certificate of Investment in the Fund. In any event, the per-Unit price and value shall not change, except through the accumulation of interest.

At the discretion of the Holder of the Unit, within six months of the date of the Unit, the Unit may be converted into a Promissory Note repayable over a six month period of time after the initial three year Convertible Promissory Note/Certificate of investment term, or rolled-over into an additional three year period Certificate of Investment. If converted into a Promissory Note repayable over said six month period, the Note shall bear simple, not accumulating, interest during such repayment period.

THE FUND HAS AGREED WITH THE INVESTORS IN THE OFFERING THAT THE BOOKS AND RECORDS OF THE FUND ARE CONFIDENTIAL AND ARE NOT TO BE RELEASED TO ANYBODY (EXCEPT AS REQUIRED BY LAW) WITHOUT THE UNANIMOUS WRITTEN CONSENT OF THE HOLDERS OF THE FUND'S THEN OUTSTANDING PREFERRED INTEREST AND NOTES.

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE 'SECURITIES ACT-') OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED- BY THE SECURITIES AND EXCHANGE COMMISSION (THE 'SEC') OR BY ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY SUCH AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THESE SECURITIES OR THE ACCURACY OR ADEQUACY OF THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. INVESTMENT IN THE UNITS IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK AND PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THEY MIGHT SUSTAIN A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS WILL BE REQUIRED TO MAKE REPRESENTATIONS WITH RESPECT TO THEIR NET WORTH AND INCOME AND TO REPRESENT, AMONG OTHER THINGS THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS OF THIS OFFERING.

SEE "RISK FACTORS."

THE UNITS ARE BEING OFFERED AND SOLD PURSUANT TO AN EXEMPTION PROVIDED BY RULE 506 OF REGULATION D OF THE SECURITIES ACT AND EXEMPTIONS UNDER CERTAIN STATE SECURITIES LAWS, OR CERTAIN RULES AND REGULATIONS PROMULGATED PURSUANT THERETO. THE UNITS MAY NOT BE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT

UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL ACCEPTABLE TO THE FUND THAT SUCH REGISTRATION IS NOT REQUIRED.

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### **OFFERING BY THE FUND**

The Fund, as Placement Agent, is offering 1,000 Units on a "best efforts" basis. The Offering will continue until 270 days from the date hereof subject to extension in the discretion of the Fund for up to an additional period of up to 30 days. If the last day of the offering period falls on a Saturday, Sunday or holiday, then the offering period will expire on the next business day. The offering period may be extended for up to 10 business days for bank collection purposes only. Checks for subscriptions should be made payable to the order of the Fund. The Fund reserves the right to consummate one or more closings of this Offering, while keeping this Offering open for the balance of the exclusive offering period, including extensions, in order to obtain subscriptions for any portion of the remaining Units offered hereby. Upon an initial closing of this offering the subscription proceeds shall be paid over to the Fund. The Fund reserves the right to accept subscriptions for fractional Units.

All subscriptions for Units are being offered when, as and if received and accepted by the Fund and subject to prior sale, allotment and withdrawal. They are also further subject to approval of certain legal matters by counsel and the right to reject any subscription in whole or in part and to certain further conditions. All subscriptions shall be delivered to the Fund for the subscription price and executed copies of Exhibits A, B and C hereto.

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### **NATURE OF THE PRIVATE PLACEMENT**

THESE SECURITIES ARE OFFERED ONLY TO "ACCREDITED INVESTORS" (AS DEFINED BY REGULATION D UNDER THE SECURITIES ACT), OR SOPHISTICATED NON-ACCREDITED INVESTORS AND SOPHISTICATED NON-ACCREDITED INVESTORSS, WHO MUST EXPECT TO BEAR THE ECONOMIC RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD. THESE SECURITIES MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF REGISTRATION UNLESS IN THE OPINION OF COUNSEL SATISFACTORY TO THE FUND SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OR APPLICABLE STATE LAW.

THIS MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE PROSPECTIVE INVESTOR TO WHICH IT WAS DELIVERED AND SUCH OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO CLOSING. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL THESE SECURITIES IN ANY JURISDICTION IN, WHICH SUCH AN OFFER IS UNLAWFUL.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.



THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR SOLD EXCEPT PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

EXCEPT FOR INFORMATION AND DOCUMENTS OBTAINED FROM THE FUND'S EXECUTIVE OFFICERS AS DESCRIBED BELOW, NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THIS OFFERING, OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM. REPRESENTATIONS NOT SPECIFICALLY CONTAINED HEREIN AND INFORMATION NOT SPECIFICALLY CONTAINED HEREIN, OR PROVIDED IN WRITING BY THE FUND'S OFFICERS, MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE FUND.

EACH OFFEREE IS HEREBY GIVEN AND URGED TO USE FULL AND FREE ACCESS, AS OF THE DATE HEREOF AND THROUGHOUT THIS PRIVATE OFFERING, TO THE FUND'S EXECUTIVE OFFICERS IN ORDER TO OBTAIN ALL REQUIRED DOCUMENTATION FOR THE PURPOSE OF VERIFYING THE INFORMATION AND DOCUMENTATION CONTAINED HEREIN. SUCH DOCUMENTATION WILL BE PROVIDED TO OFFEREEES AT THE PRINCIPAL EXECUTIVE OFFICE OF THE FUND. OFFEREEES WHO DESIRE TO EXAMINE ANY DOCUMENTS, INCLUDING, BUT NOT LIMITED TO DOCUMENTS REFERRED TO IN THIS MEMORANDUM, AND ANY AND ALL OTHER INFORMATION CONCERNING THE FUND, SHOULD CONTACT [Ralph Fucetola JD, Trustee, 973.300.4594] BY ACCEPTING THIS MEMORANDUM, THE OFFEREE AGREES TO NEITHER PERMIT ANY REPRODUCTION OR DISTRIBUTION OF ITS CONTENTS, IN WHOLE OR IN PART, NOR TO DIVULGE ANY OF ITS CONTENTS, EXCEPT TO HIS OR HER PROFESSIONAL ADVISORS IN CONNECTION WITH THIS OFFER. THE OFFEREE FURTHER AGREES TO RETURN THIS MEMORANDUM AND ALL OTHER DOCUMENTS DELIVERED IN CONNECTION WITH THIS OFFERING TO THE FUND IN THE EVENT OF, AND PROMPTLY AFTER, A DECISION NOT TO SUBSCRIBE TO ITS SECURITIES. THE DELIVERY OF THIS MEMORANDUM TO A POTENTIAL SUBSCRIBER SHALL NOT, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS NOT BEEN ANY CHANGE IN THE AFFAIRS OF THE FUND SINCE THE DATE HEREOF; HOWEVER, MATERIAL INFORMATION AND DISCLOSURE CONCERNING THIS MEMORANDUM THAT OCCURS PRIOR TO THE COMPLETION OF THIS PRIVATE OFFERING WILL BE PROVIDED TO ALL RECIPIENTS THROUGH A SUPPLEMENT TO THIS MEMORANDUM.

ALL MATERIAL IN THIS DOCUMENT, EXCEPT SUCH INFORMATION THAT HAS BEEN PUBLICLY DISSEMINATED BY THE FUND, IS PROPRIETARY AND CONFIDENTIAL.

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## **RISK FACTORS**

There are certain risks that are faced by any enterprise or investment. Addressing such risk factors is one of the functions of professional management. Risk management mechanisms, provisions and effects of profits and investment returns are among the factors to be considered. The

Trustees of the Foundation propose to engage seasoned investment fund professionals to assist the Trustees and members of the Executive Committee in determining those Green Investments which offer safe, yet profitable, returns. Investments may be short, medium or longer-term. Investors should be aware all investments are subject to risks inherent in the marketplace.

While the Trustees, Advisers and others involved have substantial experience in organizing natural health and food products, community development, water management, sustainable housing, sustainable energy, soil reclamation and agricultural practices, and similar projects, including advanced health care options, developing real estate and community oriented commercial or nonprofit activities, there can be no guarantee that the projects will materialize in the manner suggested in this Memorandum.

Final development may involve funds from additional sources such as, donations, grants, Beneficial Interests, investments and loans both from private sources and financial institutions. As with any investment, the Green Fund is subject to legal development requirements, and changes in world financial conditions.

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## EXECUTIVE SUMMARY

Natural Solutions Foundation (NSF) is an international NGO (Non-Governmental Organization) founded in 2004 by Maj. Gen. Bert Stubblebine (US Army, ret.) and Dr. Rima E. Laibow, MD. Ralph Fucetola JD became the third Trustee in 2005. The Foundation and its associated entities are registered in several countries. The US Natural Solutions Foundation is a not for profit 501(c)(3) tax exempt organization in the United States. This Statement of Intent is an expressive association, private communication to persons and entities interested in participating in the work of the Foundation through the Fund for Natural Solutions of its wholly owned Natural Solutions Corporation.

The Mission of the Foundation is to *discover, develop, document, demonstrate and disseminate* natural solutions to pressing issues of world-wide concern, achieving and maintaining a healthy self, community and world. The NSF Green Fund is sponsored by the Natural Solutions Foundation of Panama, a Private Interest Foundation in the Republic of Panama through its Panamanian Corporations, Natural Solutions Corporation and Natural Solutions Corporation of Panama.

As part of our nonprofit, expressive association activities, the Panamanian Foundation has purchased several properties and initiated several enterprises. The Foundation holds 56 acres and expects to own acquire another 250+ acres this year. More details about the NSF Green Fund's first project in Panama, the Valley of the Moon™ Eco Demonstration Community Development is available in an Executive Summary at: <http://www.healthfreedomusa.org/?p=8502>.

Since its founding, the Natural Solutions Foundation has pursued a vigorous program on many fronts regarding natural solutions to significant social problems centering around access to natural health and clean food as human rights — focusing on capacitation, information and technology dissemination and resultant increased sustainable personal and community wellness.

A Summary of Essential Information about the Green Fund, including FAQs regarding the relationship between the VotM eco demonstration community and the Green Fund, here: <http://www.healthfreedomusa.org/?p=9763>.

**The main URL for the Fund is: [www.FundforNaturalSolutions.org](http://www.FundforNaturalSolutions.org).**

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## BUSINESS PLAN

The Natural Solutions Foundation, always a leading-edge innovator, has, with the help of its advisers, considered the Power of Money and created an innovative way to fund Green Investments. We will express our Mission through deed, example and education. We will meet the urgent need of Supply through the NSF Green Fund... *“doing good while doing well.”*

*The International Decade of Nutrition* is an expression and deepening of an alliance among Health Conscious Nations expressed through international cooperation at Codex Alimentarius (the World Food Code) and the creation of demonstration BeyondOrganic™, BioDynamic, Zero Emissions – BO-BD-ZE™, ecologically sound communities, farms and schools. These facilities allow farmers and gardeners to share high impact, low technology natural solutions which permit economically and environmentally sustainable, chemical free farming, visitors to partake and learn about the natural solutions practiced and homeowners to live in a sustainable community based around the BO-BD-ZE™ principles and technologies.

New Media Penetration: Sponsoring Leading Health and Food Freedom Web Sites  
These site include:

[www.HealthFreedomUSA.org](http://www.HealthFreedomUSA.org)  
[www.GlobalHealthFreedom.org](http://www.GlobalHealthFreedom.org)  
[www.GlobalFoodFreedom.org](http://www.GlobalFoodFreedom.org)  
[www.FoodFreedomJournal.org](http://www.FoodFreedomJournal.org)

These sites have achieved a US Alexa ranking as high as 15,000.

The Food Freedom eJournal is our online video and text journal of BeyondOrganic™ gardening and food production techniques.

Our Opt-In Health Freedom Action eAlert Email List has over 350,000 email addresses. The US Foundation sends out Health Freedom Action eAlerts twice-a-week. These emails enjoy an estimated forwarding circle to tens of millions of recipients.

The Foundation also promotes trusted *Dr. Rima Recommends* products and services through sites such as:

[www.DrRima.net](http://www.DrRima.net)  
[www.Organics4U.org](http://www.Organics4U.org)  
[www.NaturalSolutionsMarketplace.org](http://www.NaturalSolutionsMarketplace.org)  
[www.ValleyoftheMoonCoffee.org](http://www.ValleyoftheMoonCoffee.org)  
[www.MyValleyoftheMoon.com](http://www.MyValleyoftheMoon.com).

**Strategic Alliances:** The Foundations have formed global strategic alliances, including the Songhai Foundation, in Porto Nuveau, Benin, West Africa. The Songhai Center is Fr. Godfrey Nzamajo’s UN recognized “Center of Excellence” and an outstanding example of high output, low tech, zero toxic input farming. Some of our environmentally sustainable, yield-increasing technologies are currently being tested at both the Songhai African facility and the Natural Solutions Center in Panama, as collaborative efforts. The Panama Natural Solutions Foundation has also established the Valley of the Moon™ Eco Demonstration Community in the bountiful, beautiful, temperate Highlands of Chiriquí Province, Panama. This Eco Demonstration Project currently is producing BeyondOrganic™ BioDynamic Zero Emission Valley of the Moon™ Coffee.

**Projects Currently Under Development:** Valley of the Moon Coffee™ is the first Friendly Food Certified™ food: Friendly to the Workers, Friendly to the Environment and Friendly

to the Consumer! This all natural product is produced with no toxic inputs on our own Coffee Finca. The second Friendly Food is a BeyondOrganic chocolate brand produced in traditional ways by indigenous people. Discussions with the Government of Panama are underway to make this a national certification program as a step to internationalizing a way of assuring consumers that their health, and their values, are supported by their Friendly Food Certified purchases

The Valley of the Moon BeyondOrganic™ Restaurant and Teaching Kitchen, the most modern in the area, is the only truly organic-or-better restaurant in Panama and perhaps all of Central America. The restaurant opened during August 2010, serving gourmet cuisine that is both delectable and extraordinarily healthy. It also provides prescriptive diets for clients of the Dr. Rima Institute.

The Natural Solutions Center is co-houses the Restaurant and other projects, including the Dr. Rima Institute for Advanced Medicine, the seminar and agricultural training facility and the Natural Clinical Trials Network.

The intent of the Foundation is to marshal the intellectual and financial resources necessary to establish BeyondOrganic™ BioDynamic Zero Emission demonstration and teaching farm facilities in the Panama Highlands and in locations like Benin, Serbia and elsewhere and to support worthy projects in Panama and around the world which, like the Valley of the Moon Project and its sub-projects, further the goals of the Foundation.

As an example of step-wise development of a NSF Green Fund project, the development of the Valley of the Moon Eco Demonstration Project has a three phase design:

[1] Acquisition of the initial agricultural property to demonstrate natural solutions; this was accomplished with the purchase and rehabilitation of the 20+ hectare Coffee Finca (farm), with its 20 acres of all natural coffee that contributes several about 15,000 thousand bags of coffee to the Foundation's annual fund raising program; this phase continues with the development of the site as a tourist attraction and multi-use agricultural test station and seed propagation station.. See: [http://www.youtube.com/watch?v=oq\\_iifPb\\_Lw&feature=player\\_embedded](http://www.youtube.com/watch?v=oq_iifPb_Lw&feature=player_embedded)

[2] Acquisition and development of the 2+ acre Headquarters Finca in Volcan, with its teaching greenhouses, headquarters buildings and the Valley of the Moon Natural Solutions Center facility housing administration, the Valley of the Moon BeyondOrganic™ with its Internet café and restaurant, teaching kitchen, seminar facility and the Dr. Rima Institute providing natural healthcare.



The Natural Solutions Center

[3] Acquisition and development of a 250 acre or larger main community site, allowing for development of:

- A. BeyondOrganic, BioDynamic, Zero Emissions farm school and farm
- B. Hotel and other hospitality facilities
- C. Advanced Medical Center supporting medical tourism
- D. Homes for permanent residents

- E. Seminar and other educational facilities
- F. Performing Arts Center
- G. Commercial food processing facilities
- H. Restaurants and other food service

[4] The purchase of a controlling interest in the LiveWell Compounding Pharmacy, Panama City, Panama.

The LiveWell Compounding Pharmacy (“the Pharmacy”) has three significant assets, in the three licenses it hold from the Republic of Panama. These licenses allow the Pharmacy:

1. To engage in the business of international export and import of pharmaceuticals.
2. To engage in the business of compound pharmacy manufacturing and sales.
3. To engage in the business of operating a retail pharmacy in Panama.

Coupled with Panama's new Free Trade Zone law which lets anyone have a Free Trade Zone business, with a minimum of 2 hectaria\* and a qualifying financial investment, which the purchase of the Pharmacy would meet,, the NSF Green Fund and Natural Solutions Foundation believes that the potential is strongest in three areas:

1. Providing compounded IV nutrient and chelation intravenous infusions (“drips”) ready made and pre-compounded to US and other physicians who use these materials in their practices. It is getting more and more difficult, especially for US doctors, to obtain these nutrients and remedies and the overhead cost of doing so, mixing and stocking them, is a significant impediment to physicians using these options. Rima E. Laibow, MD, a well-known nutritional and environmental practitioner has written an extensive Continuing Medical Education course for physicians who can then be expected to take this route for their patients, creating a knowledgeable and licensed ready market for these products and others she, and the Foundation, suggest and/or endorse.
2. Compounding hard to find medicine combinations for the international market either for individual use at the prescription of the physician (as permitted by law in virtually every country) and for specialized “compassionate use” by patients using non-approved compounds under the direction of a physician when the substances are permitted in another country. This is also permitted under the law of virtually every country. They physician will be able to source the desired materials for the patient from the Pharmacy.
3. Compounding the nutrient and chelation drips for physicians in Panama, and, in that context, for the Medical Tourism business of the Natural Solutions Center in Volcan. The relationship between the Pharmacy, Dr. Rima and the Valley of the Moon Eco Demonstration Project Medical Center will be a propitious one if developed and used properly.
4. The licenses of the Pharmacy in Panama open the door to distribution and sales in the rest of Central and South America. There is only one other certified equivalent Clean Room in Central America and the potential demand for its capacities could be very brisk, with resultant profits available through its use.

With the new International Service directly from the US at the already-functioning airport at David (one hour from the Center) inaugurating this coming year, the potential for the Medical Tourism business is significantly enhanced.

The asking price for the Pharmacy is \$5,000,000.

The *Pro Forma* Statement shows continual company growth. Most recent gross sales:

2008: \$199,000  
2009: \$644,000  
2010: \$1,059,000

The Founding Physician has indicated that he intends to continue at the Pharmacy after its sale in a managerial capacity and as a minority shareholder. Another factor to note is that the principle, and Dr. Rima are working together on a number of continuing education courses for doctors, the first of which is training in chelation therapy, under the imprimatur of Johns Hopkins University School of Medicine.

The Pharmacy purchase will convey: (1) the three pharmacy licenses held by the selling company, (2) one of only two licensed Class 100 Clean Rooms in Central America, (3) the Pharmacy facility in Panama City and (4) the sister Pharmacy Company in Hong Kong.

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### **USE OF PROCEEDS**

The Foundation has established the Fund through our Panamanian corporations, to support the Mission of the Foundation and related activities, while providing a “safe haven” for IRA, 401, trust, retirement, church or other funds, which may be considered for expatriation and Green Investment.

A portion of the Fund (Part A) will be invested by the professional fund management in approved green investments and a portion (Part B) will be invested through the Foundation in longer-term projects and Joint Ventures which are expected to become self-sustaining. The Fund management will seek to generate sufficient return on the Part A investments to meet the obligations of the Fund.

The Fund will bear 5% compound interest payable annually. In addition, current supporters of the Foundation will receive a 6% bonus for any funds they bring into the system, for themselves [ex: if a supporter brings \$10,000 to the Fund, the supporter is credited with \$10,600. Should a supporter introduce someone who participates in the Fund, the supporter’s account will be credited with 2% of that participation]. Minimum lump sum participation is \$10,000 (the Fund reserves the right to allow partial Units). There is no maximum participation level. The principle investment is guaranteed by a Bond issued by the Panama Corporations.

The expected initial Use of Funds is as follows:

1. Part A: Green Investments: \$4,500,000, less administrative, legal and investing costs and fees;
2. Part B: (1) Approximately \$1,000,000, to purchase an initial controlling interest in the Compounding Pharmacy (or right to purchase such interest) and to upgrade that business and provide working capital; balance of Purchase Price is expected to be paid from Pharmacy profits.  
(2): Land and Other Longer-Term Green Projects and Joint Ventures: \$4,500,000, less administrative, legal and investing costs and fees.

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### **INTERESTS HELD**

The Natural Solutions Foundation of Panama is a private interest foundation and in that context its subsidiary, wholly owned corporations have entered into Joint Venture Agreements and issued Beneficial

Interest Certificates prior to the establishment of the Fund. No person interested in the Foundation holds ten percent or more of the interests therein. No person interested in the Fund shall hold ten percent or more of the Units. Larger participations will be through special arrangement with the Trustees.

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## **CAPITALIZATION TABLE**

Capitalization of the Fund: \$10,000,000

Part A: Professionally Managed Green Investments: \$5,000,000

Part B: Funds Entrusted to the Foundation Trustees for Longer-Term Projects:  
\$5,000,000.

Offering: 1,000 - \$10,000 Units, equaling \$10,000,000.

Return on Investment: 5% Annually.

## **FORWARD LOOKING STATEMENTS**

The Company and its representatives may from time to time make written or oral forward-looking statements. One can identify these forward-looking statements by use of words such as "strategy," "expects," "plans," "anticipates," "believes," "will," "continues," "estimates," "intends," "projects," "goals," "targets" and other words of similar meaning. One can also identify them by the fact that they do not relate strictly to historical or current facts. These statements are based on our assumptions and estimates and are subject to risks and uncertainties. In connection with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, the Company is hereby identifying important factors that could cause actual results and outcomes to differ materially from those contained in any forward-looking statement made by or on behalf of the Company; any such statement is qualified by reference to the following cautionary statements.

The Company's business is subject to competition and changes in the marketplace, and other risks both known and unknown. Our results are dependent upon our continued ability to borrow money from private lenders, anticipating and responding to changing market conditions, and other important factors incorporated into this section by reference, which could cause the Company's results to differ materially from results that have been or may be projected by or on behalf of the Company. The Company cautions that the foregoing list of important factors is not exclusive. Any forward-looking statements are made as of the date of the document in which they appear. The Company does not undertake to update any forward-looking statement that may be made from time to time by or on behalf of the Company.

THIS OFFER IS SUBMITTED ON A CONFIDENTIAL BASIS FOR USE SOLELY IN CONNECTION WITH YOUR CONSIDERATION OF THIS OFFER. THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT BE REPRODUCED IN WHOLE OR IN PART, AND NO ONE, FOR ANY REASON, SHOULD RELY ON ANY REPRODUCTION OF THIS MEMORANDUM.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAS THE COMMISSION OR ANY OTHER AUTHORITY ASSESSED THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED.

**EXHIBIT A**  
**NATURAL SOLUTIONS CORPORATION**  
**FUND FOR NATURAL SOLUTIONS**  
**BYLAWS**

**The BYLAWS of the Natural Solutions Corporation Fund for Natural Solutions is available  
upon request from:  
Ralph Fucetola JD, [ralph.fucetola@usa.net](mailto:ralph.fucetola@usa.net).**



**EXHIBIT B**  
**Securities Subscription Agreement**

TO: Natural Solutions Corporation / Fund for Natural Solutions  
Attn: Ralph Fucetola JD, Trustee of Natural Solutions Foundation  
58 Plotts Road, Newton, NJ 07860

To the Fund:

1. Offering. The undersigned ("Investor"), intending to be legally bound, hereby irrevocably agrees to purchase from Natural Solutions Corporation (Fund for Natural Solutions) a Panamanian corporation (the "Company"), the aggregate amount of Units (the "Units") of the Company at \_\_\_\_\_, as set forth on the signature page to this Securities Subscription Agreement (this "Agreement" or "Subscription Agreement"), subject to a minimum investment of \$Dollars minimum investment (the "Purchase Price"), which minimum may be waived in the sole and absolute discretion of the Company. The Investor acknowledges and agrees that the signature page to the Bylaws executed by the Investor shall also serve as the signature page to this Subscription Agreement to the same extent as if physically attached hereto.

This subscription is submitted to you in accordance with and subject to the terms and conditions described in this Subscription Agreement and the Confidential Private Placement Memorandum of the Company, dated Date of Offering, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto (the "Documents"), relating to the offering (the "Offering") by the Company of Units (as described in the Documents and as more fully described in the Bylaws). The terms of the Offering are more completely described in the Documents, and such terms are incorporated herein in their entirety. Terms not otherwise defined herein shall have the meaning ascribed to them in the Documents. It is acknowledged that, pursuant to the Offering and the Bylaws, Contact Name shall be the Manager of the Company.

The undersigned hereby acknowledges that the Units being sold hereunder have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and that the Units are being offered and sold to Accredited investors and sophisticated non-accredited investors only, as such term is defined under the Securities Act, in accordance with an exemption from the registration requirements under the Securities Act.

2. Payment. Contemporaneously with the Investor's execution of this Subscription Agreement, the Investor shall wire transfer payment of the full amount of the Purchase Price of the Units being subscribed for pursuant to the wire transfer instructions attached hereto as Schedule 1. The Purchase Price shall be wired by the Investor in the full required amount net of fees by the wire transmitting banks, and any wire transfer fees imposed by Investor's transmitting bank shall be paid by Investor directly to the Investor's bank. Alternatively, but contemporaneously with the Investor's execution of this Subscription Agreement, the Investor shall deliver a cashier's check in the full amount of the Purchase Price of the Units to the address shown on Schedule 1. The Purchase Price will be held in escrow for Investor's benefit, and will be returned promptly, without interest, if this Subscription Agreement is not accepted by the Company, the Offering is terminated by the Company, the Units are not purchased, or the Bylaws is not signed by all of the Investors that purchase Units in the same form signed by the Investor.
3. Acceptance of Subscriptions. The Investor understands and agrees that the Company, in its sole and absolute discretion, reserves the right to accept or reject this or any other subscription for Units, in whole or in part, notwithstanding prior receipt by the Investor of notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Investor an executed copy of this Subscription Agreement. If this subscription is rejected in whole, the

Offering is terminated or the Units are not sold, all funds received from the Investor will be returned, without interest, and this Subscription Agreement shall thereafter be of no further force or effect. If this subscription is rejected in part, the funds for the rejected portion of this subscription will be returned, and this Subscription Agreement shall continue in full force and effect to the extent this subscription was accepted.

4. Representations and Warranties of Investor. The Investor hereby represents, warrants and agrees with the Company and Contact Name (who shall be deemed as an intended third-party beneficiary of these representations and warranties) as follows:

(a) The Investor is purchasing the Units for the Investor's own account and not on behalf of any other person; and the Investor is purchasing the Units for investment purposes only and not with the intent towards the further sale or distribution thereof.

(b) The Investor is an "Accredited investors and sophisticated non-accredited investors," as that term is defined in Regulation D, promulgated under the Securities Act. The Investor has reviewed the definition of "Accredited investors and sophisticated non-accredited investors" contained in Exhibit C to the Documents and hereby represents and warrants that the Investor understands said definition.

(c) The Units have not been registered under the Securities Act and may not be transferred, sold, assigned, hypothecated or otherwise disposed of, unless (i) made in accordance with the Bylaws (as may be further amended and/or restated) and (ii) such transaction is the subject of a registration statement, filed with and declared effective by the United States Securities and Exchange Commission, or unless an exemption from the registration requirements under the Securities Act is available in the opinion of counsel, reasonably acceptable to the Company.

(d) The purchase of the Units involves a high degree of risk and the Investor acknowledges that the Investor can bear the complete economic risk of the purchase of the Units, including the total loss of the investment represented hereby.

(e) The Investor has the sophistication, knowledge and business acumen necessary to adequately evaluate an investment in the Company and understand completely the terms, conditions, and risks associated with any such investment in the Company. The Investor has received and reviewed the Documents, including the Bylaws, as to which this Subscription Agreement relates, and the exhibits and documents referred to therein.

(f) The Investor understands that no governmental agency has passed on or made any recommendation or endorsement regarding the purchase of the Units hereunder.

(g) The Investor has sufficient available financial resources to provide adequately for his, her or its current needs, including possible personal contingencies, and can bear the economic risk of a complete loss of his, her or its investment hereunder without materially affecting the Investor's financial condition.

(h) The Investor has been furnished any and all materials relating to the Company and its activities, the Offering and anything set forth in the Documents which the Investor has requested, and has been afforded the opportunity to obtain any additional information with respect thereto, and has also been afforded the opportunity to ask all relevant questions of Contact Name, or his representative, and has received satisfactory answers for all of such questions.

(i) The Company through its representatives has answered all inquiries that the undersigned has put to them concerning the Company and its activities, including the Offering and sale of the Units.

(j) The undersigned has relied only on the information contained in the Documents and the information furnished or made available to the Investor by the Company or its representatives, as described above. Furthermore, except as set forth above, no representations or warranties have been made to the Investor, or to Investor's advisers,

by Contact Name, the Company, or the Investor's representatives with respect to the business of the financial condition of the Company and/or the economic, tax, legal or any other aspects or consequences of a purchase of the Units, and the undersigned has not relied upon any information concerning the Offering, written or oral, other than contained herein, or in the documents referred to above, or provided by Contact Name or the Company at Investor's request. In addition, the undersigned has been represented by such legal and tax counsel and others selected by the undersigned as Investor has found it necessary to consult concerning this investment, and to evaluate the tax, economic, legal and other ramifications of the acquisition of the Units. No representation, warranty or advice of any kind is made by Contact Name or the Company, or any other person, with respect to any consequences relating to the business of the Company or an investment in the Company by virtue of the Investor's acquisition of the Units.

(k) The undersigned, if a corporation, partnership, trust or other form of business entity, is authorized and otherwise duly qualified to purchase and hold the Units, such entity has its principal place of business as set forth on the Signature Page and such entity has not been formed for the specific purpose of acquiring the Units.

(l) The undersigned understands that the Units have not been registered under the Securities Act and that the issuance of the Units is being effectuated pursuant to an exemption from the registration requirements under such Securities Act, and that reliance on such exemption is based, in part, upon the information being supplied hereunder by the Investor.

5. Transferability. This subscription is not transferable or assignable by the undersigned.
6. Joint and Several. If the undersigned is more than one person, the obligations of the undersigned shall be joint and several and the representations and warranties herein contained shall be deemed to be made by, and be binding upon, each such person and such person's heirs, executors, administrators, successors and assigns.
7. Governing Law. This Agreement shall be construed in accordance with and governed in all respects by the laws of the State of State, without application of the principles of conflicts of laws.
8. Amendment. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is evidenced by a written instrument, executed by the party against which such modification, waiver, amendment, discharge or change is sought.
9. Entire Agreement. This Agreement, together with the agreements referred to herein, contains all of the understandings and agreements of the parties with respect to the subject matter discussed herein. All prior or contemporaneous agreements, whether written or oral, are merged herein and shall be of no force or effect.
10. Severability. The invalidity, illegality or unenforceability of any provision or provisions of this Agreement will not affect any other provision of this Agreement, which will remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any portion thereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
11. Enforcement. Should it become necessary for any party to institute legal action to enforce the terms and conditions of this Agreement, the successful party will be awarded reasonable attorneys' fees and paralegals' fees at all trial and appellate levels, expenses and costs. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of the State of State. The parties hereto hereby accept the exclusive jurisdiction of those courts

for the purpose of any such suit, action or proceeding. Venue for any such action, in addition to any other venue permitted by statute, will be State. The parties hereto hereby irrevocably waive, to the fullest extent permitted by law, any objection that any of them may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in State, and hereby further irrevocably waive any claim that any suit, action or proceeding brought in State has been brought in an inconvenient forum.

The parties hereto acknowledge and agree that any party's remedy at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and such breach or threatened breach shall be per se deemed as causing irreparable harm to such party. Therefore, in the event of such breach or threatened breach, the parties hereto agree that, in addition to any available remedy at law, including, but not limited to, monetary damages, an aggrieved party, without posting any bond, shall be entitled to obtain, and the offending party agrees not to oppose the aggrieved party's request for equitable relief in the form of specific enforcement, a temporary restraining order, a temporary or permanent injunction, or any other equitable remedy that may then be available to the aggrieved party.

12. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, personal representatives, estate, heirs and legatees.
13. Captions. The captions in this Agreement are for convenience and reference purposes only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provisions hereof.
14. Number and Gender. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties, or their personal representatives, successors and assigns may require.
15. Further Assurances. The parties agree to execute, acknowledge, and deliver any and all documentation as may be reasonably required from time to time to effect the intent and purpose of this Agreement.

[This space is intentionally left blank.]

**SCHEDULE 1**  
**To**  
**Natural Solutions Corporation (Fund for Natural Solutions)**  
**Securities Subscription Agreement**

**WIRE TRANSFER INSTRUCTIONS FOR WIRE OF PURCHASE PRICE**

**TO**

**Fund for Natural Solutions**

**AT**

**Name of Bank**

Payment shall be made in U.S. Dollars

:       \$

To:     Name of Bank

ABA #Routing Number

Beneficiary Name: NSF Green Fund

Account No.:

FFC: Escrow Account Number

(NSF Green Fund)

For Credit to: **NSF GREEN FUND** Attention: Contact Name

Street Address

City, State Zip Code

**INSTRUCTIONS FOR CASHIER'S CHECK TO**

**NSF GREEN FUND**

Payment shall be made in U.S. Dollars

Amount:       \$

Make cashier's check payable to: NSF Green Fund

Mail cashier's check to:

Name of Bank

Street Address

City, State Zip Code

**DO NOT SEND SIGNATURE PAGES TO THE ESCROW AGENT**

**Certificate as to "Accredited Investor" Status Under Regulation D  
(Rule 501 Definitions)**

With the intention that NSF GREEN FUND may rely hereon, the undersigned represents that he/she /it is an "Accredited Investor", as defined below, and that he/she/it has checked the particular definition(s) applicable to him/her/it.

(a) "Accredited Investor" shall mean any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

\_\_\_ (1) Any bank as defined in Section 3(a)(2) of the Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934; any insurance company as defined in Section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business

Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000, or, if a self-directed plan, with the investment decisions made solely by persons that are accredited investors;

\_\_\_\_ (2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

\_\_\_\_ (3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of \$5,000,000;

\_\_\_\_ (4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

\_\_\_\_ (5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of such person's purchase exceeds \$1,000,000;

\_\_\_\_ (6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

\_\_\_\_ (7) Any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

\_\_\_\_ (8) Any entity in which all of the equity owners are accredited investors.

\_\_\_\_ (9) I/We/The Company is or are not accredited investors but are sophisticated non-accredited investors.

(Name of Entity)

By:

Title: (Name of Individual)

Date: , Year Date: , Year

[This space is intentionally left blank.]

## **PURCHASER REPRESENTATIVE'S CERTIFICATE**

**(To be completed only if Investor has utilized the services  
of a Purchaser Representative in acquiring the Units)**

The undersigned has been named by (the "Investor") as a person upon whose advice the Investor has relied, or with whom the Investor has consulted, in evaluating the merits and risks of an investment in Units (the "Units") of FUND FOR NATURAL SOLUTIONS (the "Company"), all as more fully described in the Confidential Subscription Documents of the Company, dated (date), Year, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto. In connection with such subscription by the Investor, the undersigned hereby represents and warrants as follows:

- i. The undersigned is not an affiliate, director, officer or other employee of the Company, or the beneficial owner of 10% or more of any class of equity securities or 10% or more of the equity interest in any affiliate of such persons or of the Company.
- ii. Listed below are all material relationships (and any compensation received or to be received by the undersigned or affiliates of the undersigned as a result thereof) between the undersigned (or any affiliates of the undersigned) and the Company (or any affiliates thereof) which now exist or which have existed at any time during the past two years or which are now contemplated:

(This item must be completed)

- iii. The undersigned is primarily engaged in the following businesses or professions (such as, the conduct of business as a registered investment advisor, or a registered broker/dealer (or the representative of a registered broker/dealer), or in the active practice of law or accountancy):

(This item must be completed)

- iv. The undersigned has/has not either previously invested in, or advised others with respect to investment in stocks, bonds, partnership interests, venture capital transactions, or real estate investments.

(Cross out incorrect answer.)

- v. The undersigned has such knowledge and experience in financial and business matters that the undersigned is capable of evaluating the merits and risks of investment in the Units.
- vi. The undersigned is familiar with the financial and tax position and plans of the Investor.
- vii. The undersigned is receiving the following compensation (please indicate the amount and source of such compensation):
- viii. The Investor represents that Investor is able to bear the economic risk of the proposed investment. In connection therewith, the Investor has considered that Investor might have to hold the proposed investment for an extended period of time and might have to bear a complete economic loss of Investor's investment.
- ix. The purchase of the investment contemplated herein will be solely for the account of the Investor and not for the account of any other person and will not be made with a view to any resale or distribution thereof.
- x. The Investor and Investor's Purchaser Representative each recognize that the investment contemplated herein is being offered in a manner that is intended to comply with the requirements of Regulation D, promulgated under the Securities Act of 1933, as amended.

Purchaser Representative (signature)

Dated:

Name of Purchaser Representative (Please Print)

Agreed to and Acknowledged by:

Dated:

Investor (Signature)

Name of Investor (Please Print)

**Natural Solutions Corporation**  
**Fund for Natural Solutions**  
**BYLAWS**  
**AND**  
**SECURITIES SUBSCRIPTION AGREEMENT**  
**EXECUTION PAGE**

The execution by or on behalf of the undersigned of this Execution Page evidences the agreement of the undersigned to be bound, upon acceptance by Contact Name (the "Manager") as indicated below, by both the Bylaws of Fund for natural Solutions (the "Company") and the Securities Subscription Agreement between the Company and the undersigned (the "Subscription Agreement"). While the Execution Page will be attached physically to the Bylaws, it will be deemed also to be attached to the Subscription Agreement. The undersigned represents that (a) he/she has read and understands the Bylaws and the Subscription Agreement, and (b) he/she will immediately notify the Company in writing if any material change in any of the information contained in the Subscription Agreement or in the document entitled Certificate as to "Accredited Investor" Status occurs before the acceptance of his/her subscription.

The units of the Company's Units ("Units") purchased by the undersigned pursuant to the Subscription Agreement, as set forth below, have not been registered for sale under the federal Securities Act of 1933, as amended (the "Federal Act"), or under any state securities law and are being issued in reliance upon applicable exemptions under said laws. The Units may not be offered, sold or transferred except pursuant to effective registration statements under the Federal Act and applicable state securities acts, or in a transaction exempt from registration under said laws, or otherwise in compliance with such laws. Further the Units may be transferred only after compliance with the provisions of the Bylaws, which requires, among other things, the consent of the Manager under certain circumstances.

By executing this Execution Page, and subject to acceptance by the Manager, the undersigned adopts, accepts, ratifies, confirms and agrees to be bound by all the terms and provisions of the Bylaws.

The undersigned hereby appoints the Manager as the undersigned's attorney-in-fact with full power of substitution to attach this Execution Page as a counterpart to the Bylaws and to treat this Execution Page as if it were also attached to the Subscription Agreement.

For Entities

For Individuals

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_____, Year [Date executed]	_____, Year [Date executed]
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[print or type complete name of  
entity above]  
(For Entities)

signature  
(For Individuals)

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[signature of authorized person]      [print or type name] (address)

Number of Units Purchased:

[signature of spouse if co-owner]

Initial Investment:

\$ \_\_\_\_\_ (\_\_\_\_\_ per Unit)      [print or type name of spouse if co-owner]

(check one if spouse is co-owner) Investor's Taxpayer ID#

tenants in common

joint tenants with right of survivorship

tenants by entireties

(address)

Number of Units Purchased:

Initial Investment: \$ \_\_\_\_\_ (\_\_\_\_\_ per Unit)

Investor's Taxpayer ID#

Name and Taxpayer ID# of co-owner, if any:

[NOTE: If the Investor has applied for a Taxpayer ID Number but does not yet have one, insert "Applied for" in the line for Taxpayer ID #. If an Investor does not have a Taxpayer ID Number and has not applied for one, he or she will need to promptly apply for one, and the words "will promptly apply" should be inserted].