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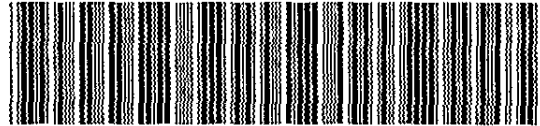
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TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Amended and Restated Articles of Incorporation
Nature's Harvest Market and Deli, Inc.

DOCUMENT NUMBER: _____

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

David G. Taylor
(Name of Person)

Nature's Harvest Market and Deli, Inc.
(Name of Firm/ Company)

1021 N. MacDill Ave
(Address)

Tampa, FL 33607
(City/ State/ and Zip Code)

For further information concerning this matter, please call:

David G. Taylor at (813) 873-7428
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- ☒ \$35 Filing Fee ☐ \$43.75 Filing Fee & Certificate of Status ☐ \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) ☐ \$52.50 Filing Fee & Certificate of Status & Certified Copy (Additional Copy is enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
NATURE'S HARVEST MARKET AND DELI, INC.**

In accordance with Section 607.1007 of the Florida Statutes, the Board of Directors of Nature's Harvest Market and Deli, Inc. (the "Corporation") hereby amends and restates in its entirety the Articles of Incorporation.

Article One

The name of the Corporations is:
Nature's Harvest Market and Deli, Inc.

Article Two

The mailing address of the Corporation is:
1021 North MacDill Avenue
Tampa, Florida 33607

Article 4

The stock of the Corporation shall have one class of stock: 10,000,000 authorized shares of common stock having a par value of \$.001 per share, and 3,000,000 outstanding shares having par value of \$.001 per share.

The preferred shares may be issued from time to time in one or more series. The Board of Directors is authorized to fix the number of shares in each series, the designation thereof, and the relative rights, preferences, and limitations of each series, and specifically the Board of Directors is authorized to fix with respect to each series (a) the dividend rate; (b) redeemable features, if any; (c) rights upon liquidation; (d) whether or not the shares of such series shall be subject to a purchase, retirement, or sinking fund provisions; (e) whether or not the shares of such series shall be convertible into or exchangeable for shares of any other class and, if so, the rate of conversion or exchange; (f) restrictions, if any, upon the payment of dividends on common stock, (g) restrictions, if any, upon the creation of indebtedness; (h) voting powers, if any, of the shares of each series; and (i) such other rights, preferences, and limitations shall not be inconsistent with the laws of Florida.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Article 6

The street address of the Corporation is:
1021 North MacDill Avenue
Tampa, Florida 33607

Article 7

The Corporation shall have five directors : The number of directors may be either increased or diminished from time to time, as provided in the bylaws, but shall never be less than one. The names, titles, and street addresses of the directors are:

<u>Name</u>	<u>Address</u>
David Gill Taylor-CEO/President	1021 North MacDill Ave Tampa, FL 33607
Ben Rowland Taylor-Vice President	1021 North MacDill Ave Tampa, FL 33607
Vera Mai Taylor-Senior Vice President	1021 North MacDill Ave Tampa, FL 33607
Deborah Sue Rowe-Treasurer	1021 North MacDill Ave Tampa, FL 33607
Lynda Brown Taylor-Secretary	1021 North MacDill Ave Tampa, FL 33607

Article 8

The name and street address of the officers of the corporation are as follows:

<u>Name and Office</u>	<u>Address</u>
David Gill Taylor-CEO/President	4511 Dale Ave. Tampa, FL 33609
Ben Rowland Taylor-Vice President	10508 Lacera Drive Tampa, FL 33618
Vera Mai Taylor- Senior Vice President	4512 Azeele St. Tampa, FL 33609
Deborah Sue Rowe-Treasurer	4511 Dale Ave. Tampa, FL 33609
Lynda Brown Taylor-Secretary	10508 Lacera Drive Tampa, FL 33618

Article 12


The Corporation reserves the right to amend, alter, change, or repeal any provision in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon the shareholders herein are subject to this reservation.

The foregoing Amended and Restated Articles of Incorporation were adopted and approved by the Board of Directors and by the shareholders, in accordance with Section 607.1003 of the Florida Statutes, as (date article written). The numbers of votes for the amendments contained herein were sufficient for shareholder approval of such amendments.

The undersigned officer of the Corporation has executed these Amended and Restated Articles of Incorporation as of this 19 day March 20004

NATURE'S HARVEST MARKET AND DELI, INC.

By: _____


David G. Taylor
President

CONSENT IN LIEU OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF NATURE'S HARVEST MARKET AND DELI, INC.

Pursuant to Section 607.0821 of the Florida Business Corporation Act, the undersigned board of directors (the "Board") of Nature's Harvest Market and Deli, Inc., a Florida corporation (the "Company"), adopts the following resolutions by written consent, in lieu of holding a special meeting of the directors of the Company:

WHEREAS, the Board believes that it is in the best interest of the Corporation to provide incentives in the form of grants of incentive and nonqualified stock options to key employees and other person who contribute materially to the success and profitability of the Corporation; it is therefore

RESOLVED, that the Corporation hereby adopts the Nature's Harvest Market and Deli, Inc. Stock Option Plan (the "Plan"), substantially in the form attached here to as Exhibit A; it is

FURTHER RESOLVED, that the Plan be submitted to the shareholders of the Corporation for approval; it is


FURTHER RESOLVED, that the officers of the Corporation are hereby authorized, empowered, and directed to do and perform all such further acts and things, to execute and deliver in the name of this Corporation and to file with the appropriate governmental authorities and other parties, all such further instruments or documents that they deem necessary, appropriate or convenient in order to effectuate the intent of the foregoing resolutions; it is

FURTHER RESOLVED, the Corporation shall grant to each of the individuals listed on the schedule attached hereto as Exhibit B an incentive stock option under the Plan to purchase the number of shares set forth on Exhibit B, subject to the terms, conditions and limitations of the Plan and the stock option agreements between the Corporation and each of the individuals; it is

FURTHER RESOLVED, that the officers of the Corporation are hereby authorized and directed to execute stock option agreements with each of the individuals named on Exhibit B, which agreements shall be consistent with the terms of the Plan and the foregoing resolutions and shall be in substantially the form attached hereto as Exhibit C; Stock Option Agreement, Exhibit D; Restrictive Covenant Agreement; it is

FURTHER RESOLVED, that this consent may be executed in one or more counterparts (whether by facsimile or otherwise), all of which together constitute the original and no one of which need bear all original signatures of the directors.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of
March 19, 2004



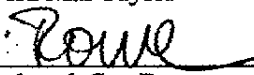
David Gill Taylor



Ben Rowland Taylor



Vera Mai Taylor



Deborah Sue Rowe



Lynda Brown Taylor

CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS OF NATURE'S HARVEST

Pursuant to section 607.0205, Florida Statutes, the undersigned members of the board of directors of Nature's Harvest (the "Corporation") adopt the following resolutions by written consent, in lieu of holding a meeting of the directors of the Corporation:

BOARD OF DIRECTORS

Election of new internal board of directors. The following people make up the board of directors for Nature's Harvest:

David Gill Taylor – Chairperson, CEO/President
Ben Rowland Taylor – Vice President
Deborah Sue Rowe – Treasurer
Vera Mai Taylor – Senior vice President
Lynda Brown Taylor-Secretary

EMPLOYEE STOCK OPTION PLAN

David and Board of Directors agreed to define Employee Stock Option Plan ("ESOP") for corporation

ARTICLE OF INCORPORATION AND BYLAWS

Reviewed an amended both Article of Incorporation and Bylaws for Nature's Harvest.

ISSUANCE OF STOCK

Division of shares was discussed and reviewed. The following is how the shares will be split among Nature's Harvest:

\$1.8 million to David Taylor- CEO/President

\$600,000 to Ben Taylor- Vice President

The value of the shares is set at \$0.01 per share.

LOANS FROM SHAREHOLDERS

RESOLVED, that this Corporation is authorized to borrow funds from its shareholders in such amounts, upon such terms, and for such purpose as the President considers appropriate.

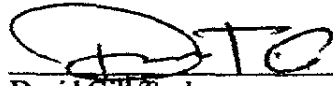
REGISTERED OFFICE

RESOLVED, that the Corporation's registered office shall be 1021 North
MacDill Ave, Tampa, Fl. 33607;

FURTHER RESOLVED, that the officers of the Company are hereby directed
to file all documents they deem necessary, appropriate or convenience with the
Florida Secretary of State to effectuate this or any of the above resolutions.

IN WITNESS WHEREOF, the undersigned directors of Nature's Harvest
market and Deli Inc. have executed this consent as of this 19 day of

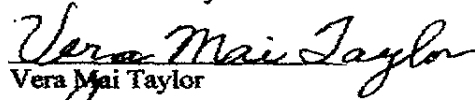
March, 2008



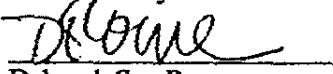
David Gill Taylor



Ben Rowland Taylor



Vera Mai Taylor



Deborah Sue Rowe



Lynda Brown Taylor

CONSENT IN LIEU OF AN ANNUAL MEETING OF THE SHAREHOLDERS OF NATURE'S HARVEST MARKET AND DELI, INC.

The undersigned, constituting all of the shareholders of Natures' Harvest market and Deli, Inc., a Florida corporation (the "Corporation"), waive all requirements of notice and consent, without a meeting, pursuant to the bylaws and sec.607.0704, Florida Statutes:

1. WHEREAS, the Corporation has inadvertently failed to hold annual shareholders meeting; and

WHEREAS, the officers, directors, and shareholders have been in frequent contact however no formal minutes have been prepared documenting actions taken, therefore, it is in the best interest of the Corporation that the minute book be updated approving actions taken by the officers and directors since the execution of the last annual consent, it is therefore

RESOLVED, that all lawful actions of the directors of the Corporation, in the course of their conduct on behalf of the Corporation since inception of the Corporation are hereby approved and confirmed.


FURTHER RESOLVED, that each of the following individuals has served as a member of the board of directors of the Corporation, and shall continue to serve in that capacity as provided in the bylaws until the next annual meeting or until his or her earlier death, resignation or removal from office:

David Gill Taylor
Ben Rowland Taylor
Vera Mai Taylor
Deborah Sue Rowe
Lynda Brown Taylor

FURTHER RESOLVED, that the requirements of Florida Statute 607.1620 with regard to the preparation of financial statements is hereby modified and that such statements shall be prepared at the discretion of the officers of the Corporation.

2. WHEREAS, the shareholders hereby approve and adopt the amended and restated articles of incorporation of the Corporation, attached to this consent as Exhibits A.

IN WITNESS WHEREOF, the undersigned shareholders have caused this consent to be executed
this ____ day of March 19, 2004.



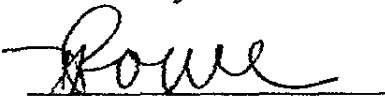
David Gill Taylor



Ben Rowland Taylor



Vera Mai Taylor



Deborah Sue Rowe



Lynda Brown Taylor

Nature's Harvest Market and Deli, Inc.

STOCK OPTION PLAN

EXHIBIT A

1. **Purpose.** The purpose of this Nature's Harvest Market and Deli, Inc. Stock Option Plan (the "Plan") is to further the interests of Nature's Harvest Market and Deli, Inc. (the "Company"), its Subsidiaries, and its shareholders by providing an incentive to attract and retain key Employees, independent contractors, Consultants and other persons to the Company and motivating such persons to stay with the Company and to increase their efforts to make the business of the Company more successful, by providing incentives in the form of grants of stock Options to such key Employees, Consultants and other persons.

2. **Definitions.** The following definitions shall apply to the Plan:

a. **"Board"** means the board of directors of the Company.

b. **"Change In Control"** means:

(i) the attainment of the beneficial ownership of the Company's outstanding voting shares or of securities of the Company that are entitled to vote generally in the election of directors of the Company ("Voting Securities") representing 30% or more of the combined voting power of all Voting Securities of the Company by any person or group (as such terms are defined in the Exchange Act), other than a Subsidiary of the Company, any employee benefit plan (or any related trust) of the Company or a Subsidiary, or an individual who is a shareholder of the Company as of the Effective Date of the Plan;

(ii) an event in which individuals who, as of the Effective Date of the Plan, constitute the Board ("Incumbent Board") cease for any reason to constitute a majority of the members of the Board; provided that any individual who becomes a director after the Effective Date whose election or nomination for election by the Company's shareholders was approved by a majority of the members of the Incumbent Board (other than an election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened "election contest" relating to the election of the directors of the Company (as such terms are used in Rule 14a-11 under the Exchange Act), "tender offer" (as such term is used in Section 14(d) of the Exchange Act) or a proposed Merger (as defined in subsection (iii) below)) shall be deemed to be members of the Incumbent Board; or

(iii) the consummation of a merger, reorganization, consolidation or similar transaction (any of the foregoing, a "Merger") of the Company with or into another entity or any other corporate reorganization if more than 50% of the continuing or surviving entity's securities outstanding immediately after such Merger are owned by persons who were not shareholders of the Company immediately prior to such Merger; or

(iv) the sale, transfer or other disposition of all or substantially all of the assets of the Company.

A transaction shall not constitute a Change of Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities before such transaction.

c. **"Code"** means the Internal Revenue Code of 1986, as amended.

d. **"Committee"** means the stock option committee appointed by the Board in accordance with Section 3 for the purpose of administering the Plan. If the Board does not appoint a stock option committee, "Committee" means the Board.

e. **"Common Stock"** means the Common Stock, par value \$.001 per share of the Company, or such other class of shares or securities to which the Plan may apply pursuant to Section 8 of the Plan.

f. **"Company"** means Nature's Harvest Market and Deli, Inc., a Florida corporation.

g. **"Consultant"** means any person who is retained or paid by the Company to provide services to the Company and/or to assist the Company with any lawful business and who is not an Employee.

h. **"Date of Grant"** of an Option means the later of the date on which the Committee completes the corporate action constituting an offer of stock for sale to the Recipient or the date specified by the Committee.

i. **"Disability"** means inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment must be supported by medical evidence which is acceptable to the Committee.

j. **"Dispose Of"** means pledge, hypothecate, give, assign, encumber, sell, grant an option with respect to, or otherwise transfer, to any party, whether or not such party is a shareholder of the Company.

k. **"Effective Date"** means the date as determined in Section 16 herein.

l. **"Eligible Person"** means:

(i) any person who performs or has in the past performed services for the Company or a Subsidiary thereof, whether as a director, officer, Employee, or Consultant; or

(ii) any corporation or other entity that provides services for the Company or a Subsidiary thereof and any person who performs services relating to the Company or a Subsidiary thereof in his or her capacity as an employee or independent contractor of such corporation or other entity.

m. **"Employee"** means any person employed on an hourly or salaried basis by the Company or any parent or a Subsidiary thereof that now exists or hereafter is organized or acquired by or acquires the Company.

- n. **"Exchange Act"** means the Securities Exchange Act of 1934, as amended.
- o. **"Fair Market Value"** means the fair market value of a Share of Common Stock. If the Common Stock is not publicly traded on the date as of which the fair market value is being determined, the Committee shall determine the fair market value of the Shares, using such factors as the Committee considers relevant, such as the price at which recent sales have been made, the book value of the Common Stock, and the Company's current and projected earnings. If the Common Stock is publicly traded on the date as of which fair market value is being determined, the fair market value is the closing price for the day prior to the grant of the Common Stock as reported by The NASDAQ Stock Market on such date, or if the Common Stock is listed on a stock exchange, the closing price for the day prior to the grant of the stock on such date, as reported in The Wall Street Journal. If trading in the stock or a price quotation does not occur on the date as of which fair market value is being determined, the next preceding date on which the stock was traded or a price was quoted will determine the fair market value.
- p. **"Incentive Stock Option"** means a stock option, granted pursuant to either this Plan or any other Company plan that satisfies the requirements of Section 422 of the Code and that entitles the Recipient to purchase stock of the Company or in a corporation that at the time of grant of the option was a parent or Subsidiary of the Company or a predecessor corporation of such corporation.
- q. **"Initial Public Offering"** means the closing of an underwritten public offering by the Company pursuant to a registration statement filed and declared effective under the Securities Act of 1933, as amended, covering the offer and sale of the Common Stock.
- r. **"Nonqualified Stock Option"** means a stock option granted pursuant to the Plan that is not an Incentive Stock Option and that entitles the Recipient to purchase Common Stock.
- s. **"Option"** means an Incentive Stock Option or a Nonqualified Stock Option.
- t. **"Option Agreement"** means a written agreement, between the Company and a Recipient, that sets out the terms and restrictions of an Option.
- u. **"Option Shareholder"** means a Recipient who has acquired Shares upon exercise of an Option.
- v. **"Option Shares"** means Shares that a Recipient receives upon exercise of an Option.
- w. **"Plan"** means this Nature's Harvest Market and Deli, Inc. Stock Option Plan, as amended from time to time.
- x. **"Recipient"** means an Eligible Person who receives an Option.
- y. **"Share"** means a share of the Common Stock, as adjusted in accordance with Section 8 of the Plan.
- z. **"Subsidiary"** means any corporation that is a "subsidiary corporation" with respect to the Company under Section 424(f) of the Code. In the event the Company becomes a subsidiary of another company, the provisions of the Plan applicable to subsidiaries shall, unless otherwise determined by the Committee, also be applicable to any company that is a "parent corporation" with respect to the Company under Section 424(e) of the Code.

3. **Administration.** The Committee shall administer the Plan. Until such time as the Company shall complete an IPO of its Common Stock, the Committee shall be comprised of Employees or directors appointed by the Board. No Employee or director shall participate in or vote on the discussion of a grant of an option to himself or herself. At such time as the Company completes an IPO, the Board shall reconstitute the Committee. The Committee then shall consist of not less than three members of the Company's Board who (i) are not Employees of the Company; (ii) are "disinterested persons", as such term is defined in Rule 16b-3(d) under the Exchange Act, and (iii) are "outside directors", as that term is defined in Treasury Regulation Section 1.162-27 and as contemplated by Code Section 162(m), or any successor statute or regulation regarding the same subject matter.

The Committee has the exclusive power to determine whether any person is an Eligible Person, to select the Recipients of Options pursuant to the Plan, to establish the terms of the Options granted to each Recipient, and to make all other determinations necessary or advisable for the Plan. The Committee has the sole discretion to determine whether the performance of an Eligible Person warrants an Option, to determine the size and type of the Option, and to determine or impose other conditions to the grant or exercise of Options granted under the Plan as it may deem appropriate including, without limitation, non-compete, confidentiality and non-interference conditions on a Recipient. The Committee has full and exclusive power to construe and interpret the Plan, to prescribe, amend, and rescind rules and regulations relating to the Plan, and to take all actions necessary or advisable for the Plan's administration. The Committee, in the exercise of its powers, may correct any defect or supply any omission, or reconcile any inconsistency in the Plan, or in any Agreement, in the manner and to the extent it deems necessary or expedient to make the Plan fully effective. In exercising this power, the Committee may retain counsel at the expense of the Company. The Committee also has the power to determine the duration and purposes of leaves of absence which may be granted to a Recipient without constituting a termination of the Recipient's employment for purposes of the Plan and may determine (A) the conditions under which a Recipient will be considered to have retired or become disabled and (B) whether any Recipient has done so. Any of the Committee's determinations shall be final and binding on all persons.

A member of the Committee shall not be liable for performing any act or making any determination in good faith.

4. **Shares Subject to Plan.** Subject to the provisions of Section 8 of the Plan, the maximum aggregate number of Shares that may be subject to Options is 600,000 Shares. If an unexercised Option expires or becomes unexercisable, the unpurchased Shares subject to such Option shall be available for other Options. Shares of Common Stock issued hereunder shall be legended as appropriate.

5. **Eligibility.** Any Eligible Person that the Committee, in its sole discretion, designates is eligible to receive an Option; provided, however, that only an Employee may receive an Incentive Stock Option. The Committee's grant of an Option to a Recipient in any year does not entitle the Recipient to an Option in any other year. Furthermore, the Committee may grant different Options to different Recipients. Recipients may include persons who previously received stock, stock options, stock appreciation rights, or other benefits under the Plan or another plan of the Company, whether or not the previously granted benefits have been fully exercised or vested. In determining the eligibility of an Employee or Consultant to receive an Option, as well as in determining the number of Shares to be optioned to any Employee or Consultant, the Committee may consider the position and responsibilities of the Employee or Consultant, the nature and value to the Company of the Employee's or Consultant's past and potential services and accomplishments (whether directly or through the Company's Subsidiaries), the Employee's or Consultant's present and potential contribution to the success of the Company (whether directly or through its Subsidiaries), and the current Option grants outstanding of the Employee or Consultant. An Option shall not enlarge or otherwise affect a Recipient's right, if any, to continue to

serve the Company or a Subsidiary in any capacity, and shall not restrict the right of the Company or a Subsidiary to terminate at any time the Recipient's employment.

6. **Options.** The Committee may grant Options to purchase Common Stock to Recipients in such amounts as the Committee determines in its sole discretion. An Option may be in the form of an Incentive Stock Option or a Nonqualified Stock Option and the Committee shall cause each Option to be designated as an Incentive Stock Option or a Nonqualified Stock Option. The Committee may grant an Option alone or in addition to another Option. Each Option shall satisfy the following requirements:

a. **Written Agreement.** Each Option granted to a Recipient shall be evidenced by an Option Agreement. The terms of the Option Agreement need not be identical for different Recipients. The Option Agreement shall contain such provisions as the Committee deems appropriate and shall include a description of the substance of each of the requirements in this Section 6.

b. **Number of Shares.** Each Option Agreement shall specify the number of Shares that the Recipient may purchase upon exercise of the Option.

c. **Exercise Price.**

(i) **Incentive Stock Option.** Except as provided in this Section 6, the exercise price of each Share subject to an Incentive Stock Option shall equal the exercise price designated by the Committee, but shall not be less than the Fair Market Value of the Share on the Date of Grant.

(ii) **Nonqualified Stock Option.** The exercise price of each Share subject to a Nonqualified Stock Option shall equal the exercise price designated by the Committee.

d. **Duration of Option.**

(i) **Incentive Stock Option.** Except as otherwise provided in this Section 6, an Incentive Stock Option shall expire on the earlier of the tenth anniversary of its Date of Grant or the date set by the Committee on the Date of Grant.

(ii) **Nonqualified Stock Option.** Except as otherwise provided in this Section 6, a Nonqualified Stock Option shall expire on the tenth anniversary of its Date of Grant or, at such earlier or later date set by the Committee on the Date of Grant.

e. **Vesting of Option.** Each Option Agreement will specify the vesting schedule applicable to the Option. The Committee, in its sole discretion, may accelerate the vesting of any Option at any time.

f. **Death.** If a Recipient dies, an Option granted to the Recipient will expire on the one-year anniversary of the Recipient's death if the Common Stock is publicly traded, the three-year anniversary of the Recipient's death if the Common Stock is not publicly traded, or if earlier, the date specified in subsection 6.d. of the Plan, unless the Committee sets an earlier or later expiration date on the Date of Grant.

g. **Disability.**

(i) **Incentive Stock Option.** If the Recipient terminates employment with the Company or a Subsidiary because of his or her Disability, an Incentive Stock Option granted to the

Recipient will expire on the one-year anniversary of the Recipient's last day of employment or if earlier, the date specified in subsection 6.d. of the Plan.

(ii) **Nonqualified Stock Option.** If the Recipient terminates employment with the Company or a Subsidiary because of his or her Disability, a Nonqualified Stock Option granted to the Recipient will expire on the one-year anniversary of the Recipient's last day of employment or if earlier, the date specified in subsection 6.d. of the Plan, unless the Committee sets an earlier or later expiration date on the Date of Grant.

h. **Termination of Service or Affiliation.** Subject to subsection 6.d. of the Plan, if the Recipient's employment or affiliation with the Company or a Subsidiary terminates for any reason other than death, Disability, retirement, or "cause" under subsection 6.i. of the Plan, an Option granted to the Recipient will expire on the last day on which the Recipient is employed by or affiliated with the Company, unless the Committee sets an earlier or later expiration date on the Date of Grant or a later expiration date subsequent to the Date of Grant but prior to the 30th day following the Recipient's last day of employment or affiliation. The Committee may not delay the expiration of an Incentive Stock Option more than 3 months after termination of the Recipient's employment, unless the Recipient acknowledges in writing his or her understanding that the exercise of an Incentive Stock Option more than 3 months following the last day of the Recipient's employment will cause such Option to be treated as a Nonqualified Stock Option. During any delay of the expiration date, the Option will be exercisable only to the extent it is exercisable on the date the Recipient's employment terminates, subject to any adjustment under Section 8 of the Plan.

Subject to subsection 6.d of the Plan, if the Recipient retires as an Employee with the Company or a Subsidiary, an Option granted to the Recipient will expire, in the case of an Incentive Stock Option, 30 days following the last day of the Recipient's employment with the Company or a Subsidiary and, in the case of a Nonqualified Stock Option, one year following the last day of the Recipient's employment with the Company or a Subsidiary.

i. **Cause.** Notwithstanding any provisions set forth in the Plan, if the Recipient (i) commits any act of malfeasance or wrongdoing affecting the Company or a Subsidiary, (ii) breaches any covenant not to compete, any covenant not to disclose confidential information, or, any obligation or duty under an employment agreement with the Company or a Subsidiary, (iii) willfully and continuously fails to perform substantially his or her duties with the Company or a Subsidiary (other than any failure due to the Recipient's death or Disability), (iv) is convicted of or pleads guilty or no contest to any felony or crime of moral turpitude, (v) commits fraud, insubordination, misappropriation or embezzlement, or (vi) is terminated from the Company as a result of a violation of any material provision of his (her) employment agreement or affiliation agreement, any unexercised portion of the Option shall expire immediately upon the earlier of the occurrence of such event or the day preceding the last day the Recipient is employed by or affiliated with the Company or a Subsidiary. No act or failure to act shall be deemed willful unless the Recipient acts or fails to act not in good faith and without reasonable belief that his or her action or failure is in the best interest of the Company or a Subsidiary.

j. **Conditions Required for Exercise.** An Option is exercisable only to the extent it is vested according to the terms of the Option Agreement. Furthermore, an Option is exercisable only if the issuance of Shares upon exercise would comply with applicable securities laws. Each Agreement shall specify any additional conditions required for the exercise of the Option. The Committee, in its sole discretion, may accelerate the exercisability of any Option at any time.

k. **Ten Percent Shareholders.** An Incentive Stock Option shall not be granted to an individual who, on the Date of Grant, owns stock possessing more than 10 percent of the total

combined voting power of all classes of stock of the Company, unless such Option shall have an exercise price of 110 percent of Fair Market Value on the Date of Grant and shall be exercisable only during the five-year period immediately following the Date of Grant. For purposes of calculating stock ownership of any person, the attribution rules of Code Section 424(d) shall apply, and any stock that such person may purchase under outstanding options shall not be considered.

l. Maximum Incentive Stock Option Grants. The aggregate Fair Market Value, determined on the Date of Grant, of Shares with respect to which any Incentive Stock Options under the Plan and all other plans of the Company become exercisable by any individual for the first time in any calendar year shall not exceed \$100,000. At such time as the Company completes an IPO of its Shares of Common Stock, the maximum number of Shares of Common Stock with respect to which Options may be granted during any calendar year to any one Employee shall be seventy five thousand (75,000). Such maximum is intended to satisfy the requirements of Treasury Regulation Section 1.162-27 and Code Section 162(m), or any successor statute or regulation regarding the same subject matter.

m. Method of Exercise. An Option shall be deemed exercised when the person entitled to exercise the Option (i) delivers written notice to the Committee of the decision to exercise, (ii) concurrently tenders to the Company full payment for the Shares to be purchased pursuant to the exercise, and (iii) complies with such other reasonable requirements as the Committee establishes pursuant to Section 7 of the Plan. No person shall have the rights of a shareholder with respect to Shares subject to an Option until a certificate or certificates for the Shares have been delivered to him or her. A partial exercise of an Option shall not affect the holder's right to exercise the remainder of the Option from time to time in accordance with the Plan.

Payment for Shares with respect to which an Option is exercised may be made (i) by a certified or bank cashier's check, (ii) by the proceeds of a Company loan program or third-party sale program or a notice acceptable to the Committee given as consideration under such a program, in each case if permitted by the Committee in its discretion, if such a program has been established and the Recipient is eligible to participate therein, (iii) if permitted by the Committee in its discretion, shares of previously owned Common Stock having an aggregate Fair Market Value on the date of exercise equal to the aggregate Option price, (iv) if permitted by the Committee in its discretion, through the written election of the Recipient to have the Shares withheld by the Company from the Shares otherwise to be received, with such withheld Shares having an aggregate Fair Market Value on the date of exercise equal to the aggregate Option Price, or (v) by any combination of such methods of payment or any other method acceptable to the Committee in its discretion. The Committee, in its discretion, may also permit a Recipient to elect to exercise an Option by receiving a combination of Shares and cash, or, in its discretion, either Shares or cash, with an aggregate Fair Market Value (or, to the extent of payment in cash, an amount) equal to the excess of the Fair Market Value of the Shares with respect to which the Option is being exercised over the aggregate Option price, as determined as of the day the Option is exercised. Except in the case of Options exercised by certified check or bank cashier's check, the Committee may impose limitations and prohibitions on the exercise of Options as it deems appropriate, including, without limitation, any limitation or prohibition designed to avoid accounting consequences which may result from the use of Common Stock as payment upon exercise of an Option. In the discretion of the Committee, any fractional Shares resulting from the Recipient's exercise of an Option may be paid in cash.

n. Loan from Company to Exercise Option. The Committee may, in its discretion and subject to the requirements of applicable law, recommend to the Company that it lend the Recipient the funds needed by the Recipient to exercise an Option. The Recipient shall apply to the Company for the loan, completing the forms and providing the information required by the Company. The loan shall be secured by such collateral as the Company may require, subject to its underwriting

requirements and the requirements of applicable law. The Recipient shall execute a promissory note and any other documents deemed necessary by the Company.

o. Designation of Beneficiary. Each Recipient may file with the Company a written designation of a beneficiary to receive the Recipient's Options in the event of the Recipient's death prior to full exercise of such Options. If the Recipient does not designate a beneficiary, or if the designated beneficiary does not survive the Recipient, the Recipient's estate shall be his or her beneficiary. Recipients may, by written notice to the Company, change a beneficiary designation.

p. Transferability of Option. An Option granted under the Plan is not transferable except by will or the laws of descent and distribution; provided, however, that the Committee may permit other transfers where the Committee concludes that such transferability (i) does not result in any accelerated taxation, (ii) does not cause any Option intended to be an Incentive Stock Option to fail to be described in Section 422(b) of the Code, and (iii) is otherwise appropriate. During the lifetime of the Recipient, all rights under the Option are exercisable only by the Recipient.

q. Company's Right of First Refusal Regarding Option Shares. An Option Shareholder who desires to dispose of any Option Shares acquired upon exercise of an Option shall first offer the Option Shares to the Company. The Option Shareholder shall provide notice signed by the Option Shareholder to the Company indicating the Option Shareholder's desire to Dispose Of Option Shares. The notice shall also specify the number of Option Shares that the Option Shareholder intends to Dispose Of. The Company shall have the irrevocable and exclusive first option, but not the obligation, to purchase all or a portion of the Option Shares, provided the Company provides notice of its election to purchase the Option Shares within 30 days after the Company receives the Option Shareholder's notice. The purchase price to be paid by the Company for the Option Shares being offered by the Option Shareholder shall be the Fair Market Value of the Option Shares on the date of the Option Shareholder's notice, and payment shall be made in full in cash at closing. If an IPO occurs, the provisions of this subsection 6.q. shall cease to be effective.

r. Company Right to Repurchase Option Shares. The Company shall have the right to repurchase any Option Shares purchased by a Recipient following such Recipient's termination of service or affiliation with the Company or a Subsidiary for any reason. The price for repurchasing the Option Shares shall be the Fair Market Value of the Option Shares on the date the Company exercises its repurchase right. If the Company fails to exercise such repurchase right within 90 days following the date of such Recipient's termination of service or affiliation, the Company shall be deemed to have waived such right. If an Initial Public Offering occurs, the provisions of this subsection 6.r. shall cease to be effective. Notwithstanding the foregoing provisions of this subsection 6.r., the Company shall have the absolute right to repurchase the Option Shares of any Recipient whose termination of service or affiliation with the Company is for "cause" within the meaning of such term set forth in subsection 6.i. of the Plan for a price equal to the exercise price paid by such Recipient for such Option Shares, and a waiver of the repurchase right under this provision shall not occur until 120 days after termination of the Recipient.

7. Taxes; Compliance with Law; Approval of Regulatory Bodies; Legends. The Company shall have the right to withhold from payments otherwise due and owing to the Recipient or his or her beneficiary or to require the Recipient or his or her beneficiary to remit to the Company in cash upon demand an amount sufficient to satisfy any federal (including FICA and FUTA amounts), state, and/or local withholding tax requirements at the time the Recipient or his or her beneficiary recognizes income for federal, state, and/or local tax purposes with respect to any Option.

The Committee may grant Options and the Company may deliver Shares under the Plan only in compliance with all applicable federal and state laws and regulations and the rules of all stock exchanges

on which the Common Stock is listed at any time. An Option is exercisable only if either (i) a registration statement pertaining to the Shares to be issued upon exercise of the Option has been filed with and declared effective by the Securities and Exchange Commission and remains effective on the date of exercise, or (ii) an exemption from the registration requirements of applicable securities laws is available. The Plan does not require the Company, however, to file such a registration statement or to assure the availability of such exemptions. Any certificate issued to evidence Shares issued under the Plan may bear such legends and statements, and shall be subject to such transfer restrictions, as the Committee deems advisable to assure compliance with federal and state laws and regulations and with the requirements of this Section 7. No Option may be exercised, and Shares may not be issued under the Plan, until the Company has obtained the consent or approval of every regulatory body, federal or state, having jurisdiction over such matters as the Committee deems advisable.

Each person who acquires the right to exercise an Option or to ownership of Shares by bequest or inheritance may be required by the Committee to furnish reasonable evidence of ownership of the Option as a condition to his or her exercise of the Option or receipt of Shares. In addition, the Committee may require such consents and releases of taxing authorities as the Committee deems advisable.

With respect to persons subject to Section 16 of the Securities Exchange Act of 1934, as amended ("1934 Act"), transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 under the 1934 Act, as such Rule may be amended from time to time, or its successor under the 1934 Act. To the extent any provision of the Plan or action by the Committee or the Company fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee.

The Company shall have the right to require any Recipient who exercises an Option and purchases any Shares to subscribe to the **[Nature's Harvest Market and Deli, Inc. Shareholder Agreement]** among the Company and the Stockholders (as defined in such Agreement), or a successor stockholders agreement, as a condition to receiving such Shares.

In addition, in the event of a proposal for the sale, transfer, exchange or other disposition (including by way of merger) all of the issued and outstanding shares of the Common Stock (a "Sale") to a buyer, all Option Shareholders holding shares of Common Stock and all Recipients holding vested unexercised Options shall be required to sell such shares of Common Stock, or in the case of Options, to sell the rights under the Options to purchase shares of Common Stock. The Company shall give written notice of a proposed Sale to each Option Shareholder and Recipient, which notice shall provide (i) the price and other material terms of the proposed Sale, and (ii) the name of and address for notices to the proposed buyer. All shares of Common Stock held by the Option Shareholders and all rights to purchase Common Stock pursuant to vested unexercised Options shall be sold at the same price (except that the price for shares of Common Stock subject to Options shall be net of the exercise price of the Option) and upon the same terms and conditions offered in the proposed Sale, as set forth in the notice. Notwithstanding the foregoing, no Option Shareholder or Recipient shall be required to join in any Sale if (1) less than a majority of the outstanding shares of capital stock elect to sell in such Sale, (2) the terms of the Sale are less favorable than those available in an arm's length transaction with a person or entity other than the buyer who has made the Sale offer or (3) the Sale will violate applicable federal or state securities laws.

8. **Adjustments.** If a stock dividend, stock split, share combination, exchange of shares, recapitalization, consolidation, spin-off, reorganization, or liquidation of or by the Company shall occur, the Committee may adjust the number and class of Shares for which Options are authorized to be granted, the number and class of Shares then subject to Options previously granted, and the price per Share payable upon exercise of each Option to the extent the Committee deems appropriate to reflect the

applicable transaction. If a Change In Control occurs, then the Committee may elect to (i) reach an agreement with the acquiring or surviving entity that the acquiring or surviving entity will assume the obligation of the Company under each Option, (ii) reach an agreement with the acquiring or surviving entity that the acquiring or surviving entity will convert each Option into an option of at least equal value, determined as of the date of the transaction, as to stock of the acquiring or surviving entity, (iii) terminate all Options outstanding under the Plan effective upon the date of the applicable transaction and make, within 60 days after the date of the applicable transaction, a cash payment to each Recipient equal to the difference between the exercise price of the Recipient's Option and the Fair Market Value, as of the date of the applicable transaction, of the Shares subject to the Option, or (iv) accelerate the expiration of all Options to a date not earlier than the fifteenth day after the date of the applicable transaction; provided, however, that the Committee determines that such adjustments do not have a substantial adverse economic impact on the Recipients as determined at the time of the adjustments.

9. **Liability of the Company or Subsidiary.** Neither the Company nor a Subsidiary shall be liable to any person for any tax consequences incurred by a Recipient or other person with respect to an Option.

10. **Amendment and Termination of Plan.** The Board may alter, amend, or terminate the Plan from time to time without approval of the shareholders of the Company. The Board may, however, condition any amendment on the approval of the shareholders of the Company if such approval is necessary or advisable with respect to tax, securities or other laws applicable to the Company, the Plan, Recipients or Eligible Persons. Any amendment, whether with or without the approval of shareholders of the Company, that alters the terms or provisions of an Option granted before the amendment (unless the alteration is expressly permitted under the Plan) shall be effective only with the consent of the Recipient of the Option or the holder currently entitled to exercise the Option.

11. **Expenses of Plan.** The Company shall bear the expenses of administering the Plan.

12. **Duration of Plan.** Options may be granted only during the 10 years immediately following the original effective date of the Plan.

13. **Notices.** All notices to the Company shall be in writing and shall be delivered to the Secretary of the Company. All notices to a Recipient shall be delivered personally or mailed to the Recipient at his or her address appearing in the Company's personnel records. The address of any person may be changed at any time by written notice given in accordance with this Section 13.

14. **Exculpation and Indemnification.** To the maximum extent permitted by law, the Company shall indemnify and hold harmless the members of the Board and the Committee from and against all liabilities, costs and expenses incurred by such persons as a result of any act or omission to act in connection with the performance of such person's duties, responsibilities and obligations under the Plan.

15. **Applicable Law.** The validity, interpretation, and enforcement of the Plan are governed in all respects by the laws of Florida and the United States of America.

16. **Effective Date.** The effective date of the Plan shall be the earlier of (i) the date on which the Board adopts the Plan or (ii) the date on which the Shareholders approve the Plan.

Nature's Harvest Market and Deli, Inc.

Le/SOPFinal 11.10.03

By: 
David Gill Taylor
CEO/President