Transcript Exhibit(s)

Docket #(s): S-20844A-12-0122

Exhibit # : S-1A-C, S-3A-I, S-4, S-5, S-9, S-10, S-14 through S-16, S-19 through S-25, S-29 through S-71

Arizona Corporation Commission
DOCKETED
MAR 6 2013
DOCKETED BY

STATE OF ARIZONA

Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of April 1, 2007, to September 10, 2012, **SEED Corporation** has not filed with the Arizona Corporation Commission a notice pursuant to A.R.S. § 44-1850 of the Securities Act of Arizona or Article 12 of the Arizona Investment Management Act (A.R.S. § 44-3321 *et seq.*); has not registered securities with the Arizona Corporation Commission by description pursuant to Article 6 of the Securities Act of Arizona (A.R.S. § 44-1871 *et seq.*) or by qualification pursuant to Article 7 of the Securities Act of Arizona (A.R.S. § 44-1891 *et seq.*); has not registered with the Arizona Corporation Commission as a dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 *et seq.*); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 *et seq.*)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS 13th DAY OF SEPTEMBER, 2012.

BY _____

Mark Dinell
Assistant Director
Securities Division

EXHIBIT
tabbies S-1a
ADMITTED

STATE OF ARIZONA

Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of April 1, 2007, to September 10, 2012, **Randall Duane Simonson** has not registered with the Arizona Corporation Commission as a securities salesman or dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 *et seq.*); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser or investment adviser representative pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 *et seq.*)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS 13th DAY OF SEPTEMBER, 2012.

BY _____

Mark Dinell
Assistant Director
Securities Division

EXHIBIT
S-16
ADMITTED

STATE OF ARIZONA

Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of April 1, 2007, to September 10, 2012, **Karl Henry Rehberg a/ka/ Shawn Pierce** has not registered with the Arizona Corporation Commission as a securities salesman or dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 *et seq.*); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser or investment adviser representative pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 *et seq.*)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS 13th DAY OF SEPTEMBER, 2012.

BY _____

Mark Dinell
Assistant Director
Securities Division

EXHIBIT
S-1c
ADMITTED

STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that the attached copy of the following document:

ARTICLES OF INCORPORATION, 04/18/2007

consisting of 4 pages, is a true and complete copy of the original of said document on file with this office for:

SEED CORPORATION
ACC file number: -1360345-0

EXHIBIT
S-2a
ADMITTED

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: September 11, 2012.

Executive Director

By:

1360345D

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

PROFIT
CERTIFICATE OF DISCLOSURE
A.R.S. §10-202.D

SEED CORPORATION
EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, director, trustee, incorporator and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:

1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
   (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
   (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
   (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes_____ No X

B. IF YES, the following information MUST be attached:

1. Full name, prior name(s) and aliases, if used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving as an officer, director, trustee or incorporator of the corporation served in any such capacity or held or controlled over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in any other corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction?

Yes_____ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name (including aliases) and address of each person involved.
3. State(s) in which the corporation:
   (a) Was incorporated. (b) Has transacted business.
4. Dates of corporate operation.
5. Date and case number of Bankruptcy or date of revocation/administrative dissolution.

D. The fiscal year end adopted by the corporation is DEC. 31.

Under penalties of law, the undersigned incorporator(s)/officer(s) declare(s) that I(we) have examined this Certificate, including any attachments, and to the best of my(our) knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY Priscilla Gonzalez
PRINT NAME PRCILLA GONZALEZ
TITLE INCORPORATOR DATE APRIL 14, 2007

BY_____
PRINT NAME_____
TITLE_____ DATE_____

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days, any person becomes an officer, director, trustee or person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

AZ CORPORATION COMMISSION
FILED

APR 18 2007

FILE NO 13603450

ARTICLES OF INCORPORATION
OF
SEED CORPORATION

ARTICLE I

The name of the corporation and the street address of its known place of business are:

SEED CORPORATION,
4049 E. PRESIDIO STREET, MESA, AZ 85215

ARTICLE II

The names and addresses of the incorporators are:

PRICILLA GONZALEZ, STE 9, 4643 E. THOMAS RD, PHOENIX, AZ 85018

All powers, duties and responsibilities of the incorporators shall cease at the time of delivery of these Articles of Incorporation to the Arizona Corporation Commission for filing.

ARTICLE III

This corporation shall have the purpose of engaging in and may engage in any lawful business activity. The character of business which the corporation initially intends to conduct in the State of Arizona is the investment business.

ARTICLE IV

The aggregate number of shares which the corporation shall have authority to issue is 15 million shares of Class A stock, and 10 million shares of Class B stock. All shares, of either class, shall have equal voting rights. No share of stock shall have preemptive rights with respect to shares of the same class or otherwise. In the event of a stock split or stock dividend declared with respect to Class A shares, a similar stock split or stock dividend shall be declared with respect to Class B shares.

Class B shares shall not participate in dividends, other than dividends paid in shares or fractional shares of Class B stock, nor shall Class B shares participate in distributions upon liquidation. Class B shares may be converted to Class A shares, on the basis of one share of Class A for each one share of Class B then held and converted, provided that at the time of such conversion the

1360345D

Corporation has net shareholders equity of $25,000,000, computed by independent certified public accountants then employed by the Corporation in accordance with generally accepted accounting principles.

ARTICLE V

The number of directors constituting the initial board of directors is two, and the number of directors thereafter shall be fixed by the bylaws. The names and addresses of the persons who are to serve as directors until the first annual meeting of stockholders, or until their successors be elected and qualify, are: RANDALL D. SIMONSON, 10239 E. HAPPY VALLEY RD., SCOTTSDALE, AZ, 85255- MARILYN J. SIMONSON, 10239 E. HAPPY VALLEY RD., SCOTTSDALE, AZ, 85255-

ARTICLE VI

As initial statutory agent, the corporation appoints RESIDENT AGENTS-ARIZONA, LLC, STE 9, 4643 E. THOMAS RD, PHOENIX, AZ, 85018

ARTICLE VII

No director shall be liable to the corporation or its shareholders for money damages for any action taken or any failure to take any action as a director, except as otherwise provided by law.

ARTICLE VIII

The corporation shall indemnify its agents from liability with respect to acts (which can reasonably be deemed to have been authorized) taken by them on behalf of the corporation. Indemnification in this regard and otherwise shall be mandatory in all circumstances in which indemnification is permitted by law.

IN WITNESS WHEREOF, we hereto affix our signatures on this date: April 14, 2007.

PRICILLA GONZALEZ: Pricilla Gonzalez

1360345D

Arizona Corporation Commission
Incorporating Division
1200 West Washington
Phoenix, Arizona 85007

Re: SEED CORPORATION

Ladies and Gentlemen:

RESIDENT AGENTS-ARIZONA, LLC, having been designated to act as statutory agent, hereby consents to act in that capacity until a removal or resignation is submitted in accordance with the Arizona Revised Statutes.

RESIDENT AGENTS-ARIZONA, LLC

By: Priscilla Gonzalez
Printed Name: PRISCILLA GONZALEZ
(authorized officer and signatory under the Operating Agreement)

Dated: April 14, 2007

STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that the attached copy of the following document:

08 ANNUAL REPORT, 06/10/2008

consisting of 3 pages, is a true and complete copy of the original of said document on file with this office for:

SEED CORPORATION
ACC file number: -1360345-0

EXHIBIT
tabbies S-26
ADMITTED

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: September 11, 2012.

Executive Director

By:

E-FILED

STATE OF ARIZONA
CORPORATION COMMISSION
CORPORATION ANNUAL REPORT
& CERTIFICATE OF DISCLOSURE

02463361

DUE ON OR BEFORE 04/18/2008 FY07-08 **FILING FEE** $45.00

The following information is required by A.R.S. §§10-1622 & 10-11622 for all corporations organized pursuant to Arizona Revised Statutes, Title 10. The Commission's authority to prescribe this form is A.R.S. §§10-121.A. & 10-3121.A. YOUR REPORT MUST BE SUBMITTED ON THIS ORIGINAL FORM. Make changes or corrections where necessary. Information for the report should reflect the current status of the corporation. See instructions on page 4 for proper format.

1. -1360345-0
SEED CORPORATION
4049 E PRESIDIO ST
MESA, AZ 85215

Business Phone:_____ (Business phone is optional.)

State of Domicile: ARIZONA **Type of Corporation:** BUSINESS

2. Statutory Agent: RESIDENT AGENTS-ARIZONA LLC
Mailing Address: 4643 E THOMAS RD
STE 9
City, State, Zip: PHOENIX, AZ 85018

Physical Address, If Different.
Physical Address:
City, State, Zip: AZ

ACC USE ONLY

Fee	$	45.00
		18.00
Penalty	$	
Reinstate	$	0.00
		35.00
Expedite	$	
Resubmit	$	

Use this box only if appointing a new Statutory Agent

If appointing a new statutory agent, the new agent MUST consent to that appointment by signing below.

I, (individual) or We, (corporation or limited liability company) having been designated the new Statutory Agent, do hereby consent to this appointment until my removal or resignation pursuant to law.

_____
Signature of *new* Statutory Agent

_____
Printed Name of *new* Statutory Agent

3. **Secondary Address:**

(Foreign Corporations are **REQUIRED** to complete this section).

4. CHARACTER OF BUSINESS

REAL ESTATE

Received: 06/10/2008 12:56

5. CAPITALIZATION: (Business Corporations and Business Trusts are **REQUIRED** to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial interest in the trust estate.

5a. Please examine the corporation's original Articles of Incorporation for the amount of **shares authorized**.

Number of Shares/Certificates **Authorized**	Class	Series Within Class (if any)
15000000	A	
10000000	B	

5b. Review all corporation amendments to determine if the original number of shares has changed. Examine the corporation's minutes for the number of **shares issued**.

Number of Shares/Certificates **Issued**	Class	Series Within Class (if any)
446284	A	
5000000	B	

6. SHAREHOLDERS: (Business Corporations and Business Trusts are **REQUIRED** to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than a 20% beneficial interest in the corporation.

RANDALL D. SIMONSON

MARILYN J. SIMONSON

7. OFFICERS

Name: RANDALL D. SIMONSON
Title: PRESIDENT/CEO
Address: 4049 E. PRESIDIO ST. STE 101
MESA, AZ 85215
Date Taking Office: 04/18/07

Name: MARILYN J. SIMONSON
Title: VICE-PRESIDENT
Address: 4049 E. PRESIDIO ST. STE 101
MESA, AZ 85215
Date Taking Office: 04/18/07

Name:
Title:
Address:
Date Taking Office:

Name:
Title:
Address:
Date Taking Office:

8. DIRECTORS

Name: RANDALL D. SIMONSON
Address: 4049 E. PRESIDIO ST. STE 101
MESA, AZ 85215
Date Taking Office: 04/18/07

Name: MARILYN J. SIMONSON
Address: 4049 E. PRESIDIO ST. STE 101
MESA, AZ 85215
Date Taking Office: 04/18/07

Name:
Address:
Date Taking Office:

Name:
Address:
Date Taking Office:

-1360345-0 SEED CORPORATION

9. FINANCIAL DISCLOSURE (A.R.S. §10-11622.A.9)

Nonprofit corporations **must attach** a financial statement (e.g. income/expense statement, balance sheet including assets, liabilities). All other forms of corporations are exempt from filing a financial disclosure.

9A. MEMBERS (A.R.S. § 10-11622.A.6)

Only Nonprofit Corporations must answer this question.

This corporation **DOES** ☐ **DOES NOT** ☐ have members.

10. CERTIFICATE OF DISCLOSURE (A.R.S. §§10-1622.A.8 & 10-11622.A.7)

Has ANY person serving either by election or appointment as an officer, director, trustee, incorporator and/or person controlling or holding more than 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation been: **[Underlined portion pertains to business corporations only]**

1. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the execution of this certificate?
2. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven year period immediately preceding execution of this certificate?
3. Or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year period immediately preceding execution of this certificate where such injunction, judgment, decree or permanent order involved the violation of:
   (a) fraud or registration provisions of the securities laws of that jurisdiction, or
   (b) the consumer fraud laws of that jurisdiction, or
   (c) the antitrust or restraint of trade laws of that jurisdiction?

One box **must** be marked: **YES** ☐ **NO** ☒

If "YES", the following information must be submitted as an attachment to this report for each person subject to one or more of the actions stated in Items 1. through 3. above.

1. Full name and prior names used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7 year period).
5. Date and location of birth.
6. Social Security Number
7. The nature and description of each conviction or judicial action; the date and location; the court and public agency involved, and the file or cause number of the case.

11. STATEMENT OF BANKRUPTCY, RECEIVERSHIP or CHARTER REVOCATION (A.R.S. §§10-202.D.2, 10-3202.02, 10-1623 & 10-11623)

A) Has the corporation filed a petition for bankruptcy or appointed a receiver? One box **must** be marked: **YES** ☐ **NO** ☒

B) Has any person serving as an officer, director, trustee or incorporator of the corporation served in any such capacity OR held or controlled over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in any other corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction?

[Underlined portion pertains to business corporations only] One box **must** be marked: **YES** ☐ **NO** ☒

If "YES" to A and/or B, the following information must be submitted as an attachment to this report for each person subject to the statement above.

1. The names and addresses of each corporation and the person or persons involved. (e.g. officer, director, trustee or major stockholder)
2. The state in which each corporation was a) incorporated b) transacted business.
3. The dates of corporate operation.
4. If any involved person (listed in #1) has been involved in any other bankruptcy proceeding within the past year, the name and address of each corporation.
5. Date, Case number and Court where the bankruptcy was filed or receiver appointed.
6. Name and address of court appointed receiver.

12. SIGNATURES: Annual Reports must be signed and dated by at least one duly authorized officer or they will be rejected.

I declare, under penalty of law that all corporate income tax returns required by Title 43 of the Arizona Revised Statutes have been filed with the Arizona Department of Revenue. I further declare under penalty of law that I (we) have examined this report and the certificate, including any attachments, and to the best of my (our) knowledge and belief they are true, correct and complete.

Name RANDALL D. SIMONSON **Date** 06/10/2008

Signature RANDALL D. SIMONSON

Title PRESIDENT/CEO

(Signator(s) must be duly authorized corporate officer(s) listed in section 7 of this report.)

STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that the attached copy of the following document:

CERTIFICATION OF DISSOLUTION, 10/23/2009

consisting of 1 pages, is a true and complete copy of the original of said document on file with this office for:

SEED CORPORATION
ACC file number: -1360345-0

EXHIBIT
S-2c
ADMITTED

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: September 11, 2012.

SEAL OF THE ARIZONA CORPORATION COMMISSION
DITAT DEUS
1912

Executive Director

By:

ARIZONA CORPORATION COMMISSION
Corporations Division

1300 West Washington Street
Phoenix, Arizona 85007-2929

400 West Congress Street, Suite 221
Tucson, Arizona 85701-1347

CERTIFICATE OF DISSOLUTION

To:

RESIDENT AGENTS-ARIZONA LLC
4643 E THOMAS RD
STE 9
PHOENIX, AZ 85018

Effective Date: 10/23/2009

Corporation Name: SEED CORPORATION
File Number: -1360345-0

The Corporation Commission has determined that the following grounds continue to exist under A.R.S. §§10-1420 & 10-11420 and therefore has administratively dissolved your corporation pursuant to A.R.S. §§10-1421 & 10-11421 on the effective date of this notice.

FAILURE TO FILE ANNUAL REPORT.

IF YOU HAVE MAILED YOUR ANNUAL REPORT WITHIN THE LAST 30 DAYS PLEASE DISREGARD THIS NOTICE.

Under A.R.S. §§10-1422 & 10-11422, your corporation may apply to the commission for reinstatement *within six years* after the effective date of this dissolution.

Arizona Corporation Commission
Annual Reports Section
(602) 542-3285

Questions can be directed to:
Phoenix (602) 542-3285 or Toll Free 1-(800) 345-5819 or Tucson (520) 628-6560.
Please ask to speak with an examiner in the Annual Reports Section.

Note: Helpful information can be found on the Commission web site **www.azcc.gov**
Profit annual reports can be electronically filed via the web site.

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

FILED

UNITED STATES OF AMERICA

v.

KARL H. REHBERG,
a/k/a "Peggy Helms,"
a/k/a "Shawn Pierce"

and,

HELEN REHBERG,
a/k/a "Helen Svekis,"
a/k/a "Lisa Pierce,"
a/k/a "Ellen Rivers"

CASE NO. 8:07-CR - 0352-17MAP

18 U.S.C. § 371

INDICTMENT

The Grand Jury Charges:

COUNT ONE

THE CONSPIRACY

A. Introduction

At all times material to this indictment:

1. NOPEC Corporation ("NOPEC"), was a corporation organized under the laws of the State of Florida, with a plant located in Lakeland, Florida. It purported to be in the business of creating alternative fuels, specifically, biodiesel produced from wasted cooking oil. NOPEC was owned and controlled by defendants Karl H. Rehberg and Helen Rehberg.

2. Defendant KARL H. REHBERG was a majority shareholder of NOPEC and President of NOPEC Corporation. His responsibilities included managing the day-by-day affairs of NOPEC and the sale and promotion of unregistered and

EXHIBIT
S-3a
ADMITTED

fraudulent securities of NOPEC. He, along with HELEN REHBERG and others, was purportedly the inventor of a new process for the production of bio-diesel fuel which was owned by NOPEC.

3. Defendant HELEN REHBERG was a vice-president, secretary and board member of NOPEC. Her responsibilities included the sale and promotion of unregistered and fraudulent securities of NOPEC.

4. The United States Securities and Exchange Commission ("SEC") was an agency of the United States which was responsible for the regulation and sale of the securities.

B. The Conspiracy

5. Beginning in or about January 1992 and continuing thereafter through and including December 1998, within the Middle District of Florida, and elsewhere,

KARL H. REHBERG,
a/k/a "Peggy Helms,"
a/k/a "Shawn Pierce,"

and,

HELEN REHBERG,
a/k/a "Helen Svekis,"
a/k/a "Lisa Pierce,"
a/k/a "Ellen Rivers,"

defendants herein, did unlawfully, knowingly and willfully combine, conspire, confederate and agree with other individuals, both known and unknown to the grand jury, to commit certain offenses against the United States, specifically: to execute and attempt to execute a scheme and artifice to defraud, and for obtaining money from investor-victims by false and fraudulent pretenses, representations, and promises, and

to cause items to be delivered by the United States mails according to the directions thereon for the purpose of executing said scheme and artifice, in violation of Title 18, United States Code, Sections 1341.

C. Manner and Means of the Conspiracy

6. It was a part of the conspiracy that defendants and others would and did offer and sell unregistered securities in the form of stock certificates of NOPEC, to victims, many of whom invested tens of thousands of dollars. The defendants and others would and did sell approximately $21 million in unregistered securities to over 2500 investor-victims in a variety of states, including Florida, Georgia, South Carolina, Alabama, Maryland and Delaware.

7. It was further a part of the conspiracy that defendants and others would not register the securities with the SEC or any other federal or state entity so as to avoid the mandatory disclosure requirements which would have alerted the investors to the fraudulent activities of the defendants.

8. It was further a part of the conspiracy that defendants issued to themselves and to close affiliates 19.5 million shares of NOPEC's stock in order to maintain a controlling interest in NOPEC.

9. It was further a part of the conspiracy that defendants and others systematically raised the price of NOPEC stock shares from $1 to $5 per share between 1992 and 1997 without any reasonable business basis for the stock increase, except to lure new investors and mollify existing investors into the false belief that the value of NOPEC stock was rising.

10. It was further a part of the conspiracy that defendants and others would and did disseminate false and fraudulent information on the Internet and elsewhere, which contained material misrepresentations as to the nature of the underlying product which they claimed NOPEC could produce.

11. It was further a part of the conspiracy that defendants and others would and did create investor news letters, information booklets and other materials which advertised investment opportunities in NOPEC and would and did utilize these materials in selling the unregistered and fraudulent shares of stock.

12. It was further a part of the conspiracy that defendants and others would and did make materially false and fraudulent representations utilizing the United States mail, to potential investor-victims and investor-victims, including, but not limited, to the following: a) that the investors would be purchasing shares in a business which could obtain used cooking oil from restaurants, hospitals and other such entities and convert it into bio-diesel fuel at its plant in Lakeland, Florida; b) the defendants had developed a revolutionary new method of producing bio-diesel fuel; and c) that because the raw material (waste cooking oil) for the bio-diesel fuel cost practically nothing, the bio-diesel fuel could be produced at a financially attractive and competitive price.

13. It was further a part of the conspiracy that defendants and others would and did cause investor-victims to invest their funds with NOPEC based upon the false and fraudulent representations made.

14. It was further a part of the conspiracy that defendants and others concealed and hid from investors and potential investors the true economic condition of NOPEC, which would have revealed that it, from its inception, was insolvent and, by the end of 1997, was millions of dollars in debt.

15. It was further a part of the conspiracy that defendants would and did fraudulently conceal from investors that KARL REHBERG had been censured by the SEC in 1973 for selling unregistered securities;

16. It was further a part of the conspiracy that defendants and others would and did convert investor funds placed with them to purchase shares in NOPEC into bank accounts which they controlled and would and did convert the investor funds to their personal uses.

17. It was further a part of the conspiracy that defendants and others would and did conduct these activities in a manner calculated to conceal and cover up the fraudulent nature of the investments and to otherwise mislead and deceive investors into placing funds with defendant when a substantial portion of the investor funds were not utilized as represented to make and market bio-diesel fuel. One of the ways in which the defendants and others concealed the fraudulent nature of the conspiracy was the distribution to shareholders of "lulling" communications intended to mollify the investor-victims and keep them investing more monies in NOPEC.

18. It was further a part of the conspiracy that defendants would and did conduct these activities in a manner calculated to conceal and cover up the fraudulent nature of the conspiracy by fleeing the state of Florida in or about late 1998, when they knew they were under investigation for their fraudulent activities, and thereafter establishing false identities in order to avoid accountability to the investor-victims and elude law enforcement.

D. Overt Acts

19. In furtherance of the conspiracy and to effectuate the objectives thereof, the following overt acts, among others, were committed within the Middle District of Florida, and elsewhere:

(1) On or about April 24, 1991, defendants formed NOPEC Corporation, a Florida corporation.

(2) In or about late 1992 defendants leased office space and facilities for a plant at 1248 George Jenkins Boulevard, Lakeland, Florida, 33801.

(3) On or about May 27, 1993, defendants caused a "Dear Shareholder" Letter to be issued to investor-victims and mailed through the U.S. mails which contained misrepresentations about the NOPEC process for converting waste cooking oil into bio-diesel fuel at the Lakeland plant and the financial condition of the company.

(4) On or about September 2, 1993, the defendants and others caused a letter to be mailed from NOPEC to Mr. And Mrs. James Young in Plant City, Florida regarding their purchase of founding shares in NOPEC and included a stock certificate for 1000 shares of NOPEC stock.

(5) On or about November 21, 1994, defendants caused a NOPEC stock certificate for 1,000 shares of unregistered NOPEC common stock to be mailed from NOPEC, 1248 George Jenkins Boulevard, Lakeland, Florida 33801 to George and Judith Asche in Lakeland, Florida. This certificate was signed by "Helen D.S. Rehberg" as Secretary of NOPEC and "Karl H. Rehberg" as President of NOPEC.

(6) On or about April 29, 1995, defendants and others caused a "NOPEC Corporation Business Plan, Feasibility Aspects, Projections and Forecasts" information package to be issued which described various terms and aspects of the fraudulent scheme.

(7) On or about December 1, 1995, defendants and others caused a NOPEC stock certificate for 2,000 shares of unregistered NOPEC stock to be mailed from NOPEC, 1248 George Jenkins Boulevard, Lakeland, Florida, 33801 to Mr. and Mrs. James Young in Plant City, Florida.

(8) On or about June 19, 1996, defendants and others convened a shareholders meeting at the Lakeland Civic Center, Lakeland, Florida on behalf of the fraudulent scheme.

(9) On or about July 11, 1996, defendants caused a NOPEC newsletter to be mailed to NOPEC victim-investors which addressed various aspects of the fraudulent scheme.

(10) On or about December 21, 1996, defendants caused a "NOPEC Corporation Business Plan, Feasibility Aspects, Projections and Forecasts" information package to be issued which described various terms and aspects of the fraudulent scheme.

(11) On or about October 26, 1997, the defendants and others appeared at a NOPEC shareholders' meeting at the Lakeland Civic Center, in Lakeland Florida and made numerous fraudulent representations to shareholders relating to the production of bio-diesel fuel at the NOPEC plant.

(12) On or about October 26, 1997, KARL REHBERG led the NOPEC shareholders' meeting at the Lakeland Civic Center, in Lakeland, Florida, and stated that NOPEC intentionally sold unregistered securities to investors and fraudulently stated that this was for the benefit of the investors. Defendant KARL REHBERG also told investor-victims that they would be able to determine the price for stock when NOPEC registered its stock with the SEC.

(13) On or about October 26, 1997, HELEN REHBERG spoke at the NOPEC shareholders' meeting at the Lakeland Civic Center in Lakeland, Florida, and encouraged victim-investors to use the new NOPEC website, which contained information about various aspects of the fraudulent scheme.

In violation of Title 18, United States Code, Section 371.

FORFEITURE

1. The allegations contained in Counts One of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. From their engagement in the violations alleged in Count One of this Indictment, punishable by imprisonment for more than one year, the defendants KARL H. REHBERG, a/k/a "Peggy Helms," a/k/a "Shawn Pierce" and HELEN REHBERG, a/k/a "Helen Svekis," a/k/a "Lisa Pierce," a/k/a "Ellen Rivers," shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), all of their interest in any property constituting or derived from proceeds obtained directly or indirectly as a result of the said violations, including but not limited to the following:

A sum of money equal to $21,000,000.00 in United States currency, representing the amount of proceeds obtained as a result of the offense, for which the defendants are jointly and severally liable.

3. If any of the property described in paragraph two, as a result of any act or omission of the defendants:

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party;

c. has been placed beyond the jurisdiction of the court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

A TRUE BILL,

Foreperson

JAMES R. KLINDT
Acting United States Attorney

By: _____
CHERIE L. KRIGSMAN
Assistant United States Attorney

By: _____
ROBERT A. MOSAKOWSKI
Assistant United States Attorney
Chief, Criminal Division, Tampa

FORM OBD-34
APR 1991

No. 8:07-Cr-

UNITED STATES DISTRICT COURT

Middle District of Florida
Tampa Division

THE UNITED STATES OF AMERICA

vs.

KARL H. REHBERG,
a/k/a "Peggy Helms,"
a/k/a "Shawn Pierce,"

and,

HELEN REHBERG,
a/k/a "Helen Svekis,"
a/k/a "Lisa Pierce,"
a/k/a "Ellen Rivers,"

INDICTMENT

Violations:
18 U.S.C. § 371 (Conspiracy to Commit Mail Fraud 18 U.S.C. § 1341)

A true bill,

Foreperson

Filed in open court this 5th day

of September, A.D. 2007.

Clerk

Bail $

GPO 863 525

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA

v. CASE NO. 8:07-Cr-352-T-17MAP

KARL HENRY REHBERG

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Robert E. O'Neill, United States Attorney for the Middle District of Florida, and the defendant, KARL HENRY REHBERG, and the attorney for the defendant, Adam Allen, Assistant Federal Public Defender, mutually agree as follows:

A. **Particularized Terms**

1. Count(s) Pleading To

The defendant shall enter a plea of guilty to Count One of the Indictment. Count One charges the defendant with conspiracy to commit an offense against the United States, in violation of 18 U.S.C. § 371.

2. Maximum Penalties

Count One carries a maximum sentence of five (5) years imprisonment, a fine of $250,000, a term of supervised release of not more than three (3) years, and a special assessment of $50 per felony count for offenses committed prior to April 24, 1996, $100 per felony count thereafter; for organizations the amounts are "$200" and

Defendant's Initials KR

EXHIBIT S-36 ADMITTED

AF Approval 15

"$400" respectively, said special assessment to be due on the date of sentencing. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense(s), and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense(s), or to the community, as set forth below.

3. Elements of the Offense(s)

The defendant acknowledges understanding the nature and elements of the offense(s) with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

First: Two or more persons, in some way or manner came to a mutual understanding to try to accomplish a common and unlawful plan, as charged in the indictment;

Second: The defendant, knowing the unlawful purpose of the plan, willfully joined it;

Third: One of the conspirators, during the existence of the conspiracy knowingly committed at least one of the methods, or overt acts, described in the indictment; and

Fourth: The overt act was knowingly committed at about the time alleged in an effort to carry out or accomplish some object of the conspiracy.

4. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

5. Restitution to Persons Other Than the Victim of the Offense of Conviction - Agreed Upon Amount

Pursuant to 18 U.S.C. §§ 3663(a)(3) and/or 3663A(a)(3), defendant agrees to make restitution to NOPEC Shareholders in the amount of approximately $20.6 million, to be paid jointly and severally with Karl Rehberg. Further details regarding payment of restitution will be provided prior to sentencing.

6. Guidelines Sentence – Joint Recommendation

Pursuant to the Fed. R. Crim. P. 11(c)(1)(B), the United States and the defendant agree to jointly recommend to the Court that the defendant be sentenced within the defendant's applicable guideline range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a joint recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

7. Obstruction of Justice – Joint Recommendation

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States and the defendant agree to jointly recommend to the Court that the defendant's offense level should be increased by two (2) levels pursuant to USSG §3C1.1 because the defendant willfully obstructed or impeded, or attempted to obstruct or impede, the administration of justice with respect to the investigation and prosecution of the instant offense and the

obstructive conduct related to the offense of conviction, relevant conduct, and a closely related offense.

8. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG §3E1.1(b), the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. Role in Offense

The United States recommends to the Court that the defendant receive a four-level upward adjustment, pursuant to USSG §3B1.1, regarding the defendant's role in the offense. The defendant understands that this recommendation or request is not

binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

10. Low End

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will not oppose the defendant's request to the Court that the defendant receive a sentence at the low end of the applicable guideline range, as calculated by the Court. The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

11. ~~No Downward Departure/Joint Recommendation~~

~~Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States and the defendant agree to jointly recommend to the Court that in sentencing the defendant the Court not depart downward from the applicable sentencing guideline range, and the United States and the defendant further agree that no such downward departure would be appropriate in this case.~~

12. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and

other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

13. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

Defendant's Initials KR

14. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses

punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by recision of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or

in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

15. Cooperation - Family Member

While defendant agrees to cooperate fully with the United States, the United States will not require defendant to testify against family members on direct examination at trial. However, defendant understands that it may be asked on cross-examination or rebuttal about the criminal activities of family members and understands and agrees to fully and truthfully answer any such questions.

16. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), whether in the possession or control of the United States or in the possession or control of the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to: a money judgment in the amount of $20,600,000.00, which represents the amount of proceeds obtained by the conspiracy. The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, and/or administrative forfeiture action. The defendant also hereby agrees that the forfeiture described herein is not excessive and, in any event, the defendant waives any constitutional claims that the defendant may have that the forfeiture constitutes an excessive fine.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the money judgments sought by the government, and that the amount of the money judgment be made a part of and be included in the Judgment at sentencing.

The United States shall, at its option, be entitled to forfeiture of any other property (substitute assets) of the defendant up to the value of the forfeiture money judgment described above. Specifically, the defendant agrees that the United States may forfeit the approximately $86,242.27 being held by the Office of the Comptroller, State of Florida, Abandoned Property Section, which constitutes the inheritance of KARL HENRY REHBERG from the estate of Hattie Louise Rehberg, as a substitute asset in partial satisfaction of the defendant's money judgment .

The defendant agrees to take whatever steps are necessary to pass clear title to the United States of any substitute assets which may be ordered in partial satisfaction of the money judgment. These steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

Defendant further agrees to take all steps necessary to locate property and to pass title to the United States before the defendant's sentencing. To that end, defendant agrees to fully assist the government in the recovery and return to the United States of any assets, or portions thereof, as described above wherever located. The defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control and those which are held or controlled by a nominee. The

defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States.

This Court shall retain jurisdiction to settle any disputes arising from application of this clause. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty this Court may impose upon the defendant in addition to forfeiture.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1) (limited to offenses committed on or after April 24, 1996); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663 (limited to offenses committed on or after November 1, 1987) or § 3579, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. On each count to which a plea of guilty is entered, the Court shall impose a special assessment, to be payable to the Clerk's Office, United States District Court, and due on date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit, upon execution of this plea agreement, an affidavit reflecting the defendant's financial condition. The defendant further agrees, and by the execution of this plea agreement, authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office or any victim named in an order of restitution, or any other source, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations

to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court.

4. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

5. Defendant's Waiver of Right to Appeal and Right to Collaterally Challenge the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence or to challenge it collaterally on any ground, including the

ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by Title 18, United States Code, Section 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by Title 18, United States Code, Section 3742(a).

6. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

7. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

8. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the

concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

9. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt:

FACTS

A. On or about April 24, 1991, defendant KARL HENRY REHBERG and others formed NOPEC Corporation, a corporation organized under the laws of the State of Florida, with a plant located in Lakeland, Florida. NOPEC purported to be in the business of creating alternative fuels, specifically, bio-diesel produced from waste cooking oil. NOPEC was owned and controlled by defendants KARL HENRY REHBERG and Helen Rehberg.

B. Defendant KARL HENRY REHBERG was a majority shareholder of NOPEC and President of NOPEC Corporation. His responsibilities included managing the day-by-day affairs of NOPEC and the sale and promotion of unregistered and fraudulent securities of NOPEC. He, along with others, was purportedly the inventor of a new process for the production of bio-diesel fuel which was owned by NOPEC.

C. From approximately January 1992 through and including December 1998, within the Middle District of Florida, and elsewhere, the defendant KARL HENRY REHBERG, a/k/a Peggy Helms; a/k/a Shawn Pierce; conspired with other individuals to execute and attempt to execute a scheme and artifice to defraud, and to obtain money from investor-victims by false and fraudulent pretenses, representations, and promises. The misrepresentations made to the potential investor-victims and investor-victims,

included, but is not limited, to the following: a) that the investors would be purchasing shares in a business which could and did obtain used cooking oil from restaurants, hospitals and other such entities and convert it into bio-diesel fuel at its plant in Lakeland, Florida; b) the defendants had developed a revolutionary new method of producing bio-diesel fuel; and c) that because the raw material (waste cooking oil) for the bio-diesel fuel cost practically nothing, the bio-diesel fuel could be produced at a financially attractive and competitive price. While the communication of these misrepresentations to the investor-victims was accomplished through the U.S. mails, some of the false representations and promises were communicated via the Internet. Moreover, the defendant and others repeated the fraudulent representations at shareholder meetings convened in Lakeland, Florida and Hiawassee, Georgia.

D. The investor-victims invested their funds with NOPEC based upon the defendant KARL HENRY REHBERG's fraudulent representations.

E. The investor-victims invested in NOPEC by purchasing unregistered securities in the form of stock certificates of NOPEC. Many of these victims purchased tens of thousands of dollars of NOPEC stock. In total, the defendants and others sold approximately $21 million in unregistered securities to over 2500 investor-victims in a variety of states, including Florida, Georgia, South Carolina, Alabama, Maryland and Delaware.

F. The defendant and others did not register the securities with the SEC or any state entity so as to avoid the mandatory disclosure requirements which would have alerted the investors to the fraudulent activities of the defendants. The defendant KARL HENRY REHBERG concealed from investors that he had been censured by the SEC in 1973 for selling unregistered securities.

G. The defendant and others systematically raised the price of NOPEC stock shares from $1 to $5 per share between 1992 and 1997 without any reasonable business basis for the stock increase, except to lure new investors and mollify existing investors into the false belief that the value of NOPEC stock was rising. Indeed, the defendant and others concealed and hid from investors and potential investors the true economic condition of NOPEC, which would have revealed that from its inception, REHBERG and others did not manage the investor funds property and thus relied on the constant influx of investor funds to allow NOPEC to meet its monthly operating expenses.

H. In addition, the defendant issued to himself and to close affiliates 19.5 million shares of NOPEC's stock in order to maintain a controlling interest in NOPEC. The defendant and others converted investor funds placed with them to purchase shares in NOPEC into bank accounts which they controlled and then converted substantial amounts of investor funds for their personal uses. The defendant KARL HENRY REHBERG utilized offshore bank accounts in the Bahamas to conceal investor funds in accounts held in the name of trusts related to NOPEC.

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I. During the course of the conspiracy, the defendant and others carried out the following overt acts:

(a) In or about late 1992 defendant KARL HENRY REHBERG leased office space and facilities for a plant at 1248 George Jenkins Boulevard, Lakeland, Florida, 33801.

(b) On or about May 27, 1993, the defendant caused a "Dear Shareholder" Letter to be issued from NOPEC to investor-victims and mailed through the U.S. mails which contained misrepresentations about the NOPEC process for converting waste cooking oil into bio-diesel fuel at the Lakeland plant and the financial condition of the company.

(c) On or about September 2, 1993, the defendant and others caused a letter to be mailed from NOPEC to Mr. And Mrs. James Young in Plant City, Florida regarding their purchase of founding shares in NOPEC and included a stock certificate for 1000 shares of NOPEC stock.

(d) On or about November 21, 1994, the defendant and others caused a NOPEC stock certificate for 1,000 shares of unregistered NOPEC common stock to be mailed from NOPEC, 1248 George Jenkins Boulevard, Lakeland, Florida 33801 to George and Judith Asche in Lakeland, Florida. This certificate was signed by "Helen D.S. Rehberg" as Secretary of NOPEC and "Karl H. Rehberg" as President of NOPEC.

(e) On or about December 1, 1995, the defendant and others caused a NOPEC stock certificate for $2,000 shares of unregistered NOPEC stock to be mailed from NOPEC, 1248 George Jenkins Boulevard, Lakeland, Florida, 33801 to Mr. and Mrs. James Young in Plant City, Florida.

(f) On or about October 26, 1997, the defendant appeared at a NOPEC shareholders' meeting at the Lakeland Civic Center, in Lakeland Florida and made ~~numerous~~ fraudulent representations to shareholders relating to the production of bio-diesel fuel at the NOPEC plant. In particular, the defendant KARL HENRY REHBERG stated that NOPEC intentionally sold unregistered securities to investors and fraudulently stated that this was for the benefit of the investors.

J. In or about December 1998, the defendant, knowing that he was under investigation by the Federal Bureau of Investigation, fled the State of Florida and assumed several false identities as he moved throughout the Southwestern United States. He eventually settled in Mesa, Arizona and used the name "Shawn Pierce" to lease a house, obtain utilities for the house, open bank accounts and gain employment.

K. After the defendant was arrested on the federal arrest warrant in Mesa, Arizona on August 22, 2007, he wrote to a relative and asked her to withdraw funds in a bank account under his name "Shawn Pierce." He instructed the relative how to forge his false signature on checks for the account. He also instructed her to remove certain items from his house, including financial records, computers, cell phones and some personal items.

10. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

11. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 8 day of January, 2008.

ROBERT E. O'NEILL
United States Attorney

KARL HENRY REHBERG
Defendant

By: CHERIE L. KRIGSMAN
Assistant United States Attorney

ADAM ALLEN
Assistant Federal Public Defender
Attorney for Defendant

ROBERT T. MONK
Assistant United States Attorney
Deputy Chief, General Crimes Section

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA

vs.

KARL REHBERG

FIRST AMENDED JUDGMENT IN A CRIMINAL CASE

CASE NUMBER: 8:07-CR-352-T-17MAP
USM NUMBER: 87525-008

Defendant's Attorney: AFPD Adam Allen

THE DEFENDANT:

X pleaded guilty to count(s) one of the Indictment.

TITLE & SECTION	NATURE OF OFFENSE	OFFENSE ENDED	COUNT
18 U.S.C. § 371	Conspiracy to Execute a Scheme to Defraud Investor-Victims by Mail Fraud	December 1998	One

The defendant is sentenced as provided in pages 2 through 9 of this first amended judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

IT IS FURTHER ORDERED that the defendant must notify the United States Attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid.

If ordered to pay restitution, the defendant must notify the court and United States Attorney of any material change in economic circumstances.

First Amended Date of Imposition of Sentence: December 4, 2008
Original Date of Imposition of Sentence: August 22, 2008

ELIZABETH A. KOVACHEVICH
UNITED STATES DISTRICT JUDGE

DATE: December 4, 2008

EXHIBIT
S-3c
ADMITTED

Defendant: KARL REHBERG
Case No.: 8:07-CR-352-T-17MAP

IMPRISONMENT

The defendant is hereby committed to the custody of the Bureau of Prisons to be imprisoned for a total term of **SIXTY (60) MONTHS** as to count one of the Indictment with credit for time served to be calculated by the United States Bureau of Prisons.

X The Court makes the following recommendations to the United States Bureau of Prisons:

(1) Incarceration, after evaluation, at appropriate BOP Federal Medical Center, or, if not, somewhere within the State of Florida.

(2) Immediate medical exam. Medical records are being forwarded to BOP by United States Probation Office along with other records.

(3) Counseling re: adjustment to incarceration.

X The defendant is remanded to the custody of the United States Marshal.

RETURN

I have executed this judgment as follows:

_____

_____

_____

Defendant delivered on _____ to _____

at _____, with a certified copy of this judgment.

_____
United States Marshal

By: _____
Deputy United States Marshal

Defendant: KARL REHBERG
Case No.: 8:07-CR-352-T-17MAP

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of THIRTY-SIX (36) MONTHS.

The defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another federal, state, or local crime.
The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.

— The mandatory drug testing requirements of the Violent Crime Control Act are imposed. The Court orders the defendant to submit to random drug testing not to exceed 104 tests per year.

X The mandatory drug testing requirements of the Violent Crime Control Act are waived. However, the Court orders the defendant to submit to random drug testing not to exceed 104 tests per year.

– The defendant shall not possess a firearm, destructive device, or any other dangerous weapon. (Check, if applicable.)

X The defendant shall cooperate in the collection of DNA as directed by the probation officer. (Check, if applicable.)

– The defendant shall register with the state sex offender registration agency in the state where the defendant resides, works or is a student, as directed by the probation officer. (Check, if applicable.)

– The defendant shall participate in an approved program for domestic violence. (Check, if applicable.)

If this judgment imposes a fine or restitution it is a condition of supervised release that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

1) the defendant shall not leave the judicial district without the permission of the court or probation officer;

2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;

3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;

4) the defendant shall support his or her dependents and meet other family responsibilities;

5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;

6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;

7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;

8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;

9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;

10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;

11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;

12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and

13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

Defendant: KARL REHBERG
Case No.: 8:07-CR-352-T-17MAP

SPECIAL CONDITIONS OF SUPERVISION

The defendant shall also comply with the following additional conditions of supervised release:

X Until such time as the restitution is paid in full, he defendant shall be prohibited from incurring new credit charges, opening additional lines of credit, acquisitions or obligating himself for any major purchases without approval of the probation officer.

X The defendant shall provide the probation officer access to any requested financial information.

X The defendant shall provide the probation officer access to any requested financial information; while on supervised release, each year provide subject to perjury laws, statement regarding all assets, liabilities, income and expenses, whether each of above is held directly or by a third party person or persons.

Defendant: KARL REHBERG
Case No.: 8:07-CR-352-T-17MAP

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	Assessment	Fine	Total Restitution
Totals:	$100	$Waived	$18,126,763.06

_ The determination of restitution is deferred until ___. An *Amended Judgment in a Criminal Case* (AO 245C) will be entered after such determination.

_X_ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all non-federal victims must be paid before the United States.

Name of Payee	Total Loss*	Restitution Ordered	Priority or Percentage
		$18,126,763.06	

The victim list has been provided to the Financial Litigation Unit, etc. under separate cover

Totals:		$18,126,763.06

_ Restitution amount ordered pursuant to plea agreement $ _____.

_ The defendant must pay interest on a fine or restitution of more than $2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

_ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

  _ the interest requirement is waived for the ___ fine ___ restitution.

  _ the interest requirement for the ___ fine ___ restitution is modified as follows:

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for the offenses committed on or after September 13, 1994, but before April 23, 1996.

Defendant: KARL REHBERG First Amended Judgment - Page 6 of 9
Case No.: 8:07-CR-352-T-17MAP

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties are due as follows:

A. X Lump sum payment of $ 100 for special assessment due immediately.

___ not later than _____, or

___ in accordance ___ C, ___ D, ___ E or ___ F below; or

B. X RESTITUTION PAYMENTS:
While in Bureau of Prisons custody, the defendant shall either (1) pay at least $25 quarterly if the defendant has a non-Unicor job or (2) pay at least 50% of his monthly earnings if the defendant has a Unicor job. Upon release from custody, the defendant shall pay restitution at the rate of $100 per month. At any time during the course of post-release supervision, the victim, the government, or the defendant, may notify the Court of a material change in the defendant's ability to pay, and the Court may adjust the payment schedule accordingly.

C. ___ Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of $ _____ over a period of _____ (e.g., months or years), to commence _____ days (e.g., 30 or 60 days) after the date of this judgment; or

D. ___ Payment in equal _____(e.g., weekly, monthly, quarterly) installments of $ _____ over a period of _____, (e.g., months or years) to commence _____ (e.g. 30 or 60 days) after release from imprisonment to a term of supervision; or

E. ___ Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time, or

F. ___ Special instructions regarding the payment of criminal monetary penalties:

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

X Joint and Several with Co-Defendant Helen Rehberg; Case No. 8:07-CR-352-T-17MAP; $18,126,763.06.

_ The defendant shall pay the cost of prosecution.

_ The defendant shall pay the following court cost(s):

X The Court Orders that the defendant forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, which are in the possession or control of the defendant or the defendant's nominees. See attached Forfeiture Money Judgment and Order for Substitute Assets.

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

Judgment

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA v. KARL H. REHBERG, a/k/a "Peggy Helms," a/k/a "Shawn Pierce" and Defendant.	:	CASE NO. 8:07-cr-352-T-17MAP

FORFEITURE MONEY JUDGMENT
AND ORDER FOR SUBSTITUTE ASSETS

THIS CAUSE comes before the Court upon the filing of the Motion of the United States of America for a Forfeiture Money Judgment, which, at sentencing, shall be a final judgment of forfeiture as to defendant Karl H. Rehberg. For good cause shown, the motion of the United States is GRANTED.

The Court, being fully advised in the premises, hereby finds that the government has established that the defendant obtained $20,600,000.00 in proceeds from the conspiracy to commit mail fraud in violation of 18 U.S.C. §1341, all in violation of 18 U.S.C. § 371. Accordingly, it is hereby

ORDERED, ADJUDGED and DECREED that defendant Karl H. Rehberg is liable for a forfeiture money judgment in the amount of $20,600,000.00, pursuant to the provisions of 18 U.S.C. § 981(a)(1)(C), 28 U.S.C. § 2461(c), and Rule 32.2(b)(1).

IT IS FURTHER ORDERED that the United States may seek forfeiture of any of the defendant's property up to the value of the $20,600,000.00 money judgment as substitute assets in satisfaction of this judgment, pursuant to the provisions of 21

Judgment

U.S.C. § 853(p) and 28 U.S.C. § 2461(c).

Being fully advised in the premises, the Court finds:

WHEREAS, by virtue of the defendant's guilty plea and entry of a forfeiture money judgment, the United States is now entitled to possession of the approximately $50,681.77 being held by the Office of the Comptroller, State of Florida, Abandoned Property Section, which constitutes the inheritance of the defendant from the estate of Hattie Louise Rehberg,, as a substitute asset pursuant to 21 U.S.C. § 853(p) and Rule 32.2 of the Federal Rule of Criminal Procedure;

It is hereby ORDERED, ADJUDGED AND DECREED that:

1. All right, title, and interest of defendant Karl H. Rehberg in the above-listed funds are hereby forfeited to the United States for disposition in according to law, subject to the provisions of 21 U.S.C. § 853(p).

2. Following entry of this order, the United States will, pursuant to 21 U.S.C. § 853(n), publish (in such manner as the Attorney General may direct) notice thereof and its intent to dispose of the forfeited property. The United States may also, to the extent practicable, provide direct written notice to any person known to have an alleged interest in the above-described asset, as substitute for published notice as to those persons so notified.

3. Any person, other than defendant Karl H. Rehberg, who has or claims any right, title, or interest in the above-described asset must file a petition with the Court for a hearing to adjudicate the validity of his or her alleged interest in the forfeited asset. The petition should be mailed to the Clerk of the United States District Court, Tampa Division, 801 North Florida Avenue, Tampa, Florida 33602, within thirty (30) days of the final publication of notice or of receipt of actual notice, whichever is earlier.

Judgment

4. The petition shall be signed by the petitioner under penalty of perjury, and shall set forth the nature and extent of the petitioner's right, title, or interest in the forfeited asset, and any additional facts surrounding the petitioner's claim and relief sought.

5. After receipt of the petition by the Court, the Court will set a hearing to determine the validity of the petitioner's alleged interest in the forfeited asset.

6. Upon adjudication of all third-party interests in the above-described asset, this Court will enter a Final Order of Forfeiture pursuant to 21 U.S.C. § 853, in which all interests will be addressed.

DONE and **ORDERED** in Chambers in Tampa, Florida, this 22nd day of August, 2008.

HON. ELIZABETH A. KOVACHEVICH
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA,

vs. Case No. 8:07-CR-352-T-17MAP

HELEN REHBERG
_____/

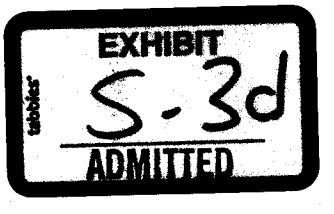
SENTENCING MEMORANDUM IN
SUPPORT OF A REASONABLE SENTENCE

Now comes the defendant, Helen Rehberg, by and through her undersigned attorney, and moves the court to impose a reasonable sentence of 12 months time served, followed by three (3) years supervised release with a special condition of four (4) months in a halfway house and in support thereof says the following:

Applicable Case law

In *United States v. Booker*, 543 U.S. 220, 125 S.Ct. 738, 160 L.Ed.2d 621 (2005) the court concluded that the mandatory Federal Sentencing Guideline regime violated the Sixth Amendment. Instead, sentencing courts were instructed to give respectful consideration to the Federal Sentencing Guidelines, but then tailor a sentence in light of all of the other statutory concerns set forth in 18 U.S.C.A. § 3553(a). *Kimbrough v. United States,* 128 S.Ct. 558 (2007).

The factors presented in § 3553(a) include: (1) the nature and circumstances of the offense and the history and characteristics of the defendant; (2) the need to reflect the seriousness of the offense, to promote respect for the law, and to provide just punishment for the offense; (3) the need for deterrence; (4) the need to protect the public; (5) the need to provide the defendant with needed educational or vocational training or medical care; (6) the kinds of sentences



available; (7) the Sentencing Guideline range; (8) pertinent policy statements of the Sentencing Commission; (9) the need to avoid unwarranted sentencing disparities; and (10) the need to provide restitution to victims. As a matter of administration and to secure nationwide consistency, the Guidelines should be the starting point and the initial benchmark, but the Guidelines are not to be the only consideration. *Gall v. United States,* 128 S.Ct. 586, 596 -597 (2007).

Sentencing guideline calculation

Probation has incorrectly calculated Ms. Rehberg's sentencing guideline range, writing the PSR as if she had plead guilty to conspiracy to commit mail fraud as set forth in the original indictment instead of recognizing that what Ms. Rehberg pled guilty to was one count of obstruction of justice in violation of 18 U.S.C. 1503 based on the assistance she provided to her husband in his flight from prosecution for the sale of unregistered securities beginning in or about September 1998 and continuing through in or about December 1998. She obstructed justice by assisting her husband in fleeing Tampa and establishing false identities knowing that Karl Rehberg had been charged in December 1998 with the unlawful sale of securities in violation of Title 15, U.S.C. 77e(a), case No. 98-552-MJ.

The obstruction of justice sentencing guideline, 2J1.2(c)(1) provides for a cross reference to 2X3.1 (Accessory after the fact) if the obstructing conduct involved the investigation or prosecution of a criminal offense. 2X3.1 in turn provides for a sentence 6 levels lower than the offense level for the underlying offense.

In *United States v Brenson*, 104 F.3d 1267 (11th Cir 1997) and *United States v. Harrell*, 524 F. 3d 1223 (11th Cir. 2008) the court discusses the cross reference component of 2J1.2 and explains that "the base offense level for the obstructing defendant is six levels lower than the

offense level for *the crime the prosecution of which the defendant attempted to obstruct.*" (citations omitted, emphasis supplied) *Harrell* at 1227. The focus is on the "*offense that was the subject of the judicial proceeding sought to be obstructed, impeded or influenced,*" Id at 1222 citing *Brenson* at 1285, "without any qualification and without regard to whether the defendant or anybody else was convicted of the underlying offense." Id. (citations omitted).

The crime the prosecution of which Ms. Rehberg sought to obstruct back in 1998 was the sale of unregistered securities in violation of Title 15, USC 77e(a) as evidenced by the charges set forth in the complaint, 98-552-MJ and arrest warrant for Karl Rehberg, not the crime of conspiracy to commit mail fraud that was subsequently charged nine (9) years later in 2007.

Erroneously focusing on the conspiracy to commit mail fraud offense, probation has calculated Ms. Rehberg's sentencing guideline to include a 2 level upward adjustment for sophisticated means, but the offense for which this defendant is to be held accountable under the 2J1.2(c)(1) cross reference is the sale of unregistered securities.

Application note 15 describes sophisticated means as especially complex or intricate offense conduct pertaining to the execution or concealment of an offense, and only applies to conduct that is significantly more complex or intricate than the conduct that may form the basis for an enhancement for more than minimal planning. The use of marketing materials to sell NOPEC securities was no different or more sophisticated than the heartland of securities cases, and the fact that the securities were unregistered was not concealed, it was publicized in the NOPEC newsletters. See PSR, paragraph 11. The sophisticated means enhancement is only appropriate if especially complex or intricate means were used to sell the unregistered securities or to conceal the fact that the securities sold were unregistered since that was the offense that was

the subject of the judicial proceeding that Ms. Rehberg sought to obstruct and impede. Especially complex or intricate means that may have been used to facilitate the conspiracy to commit mail fraud are not relevant. See e.g. *United States v. Barakat* 130 F.3d 1448, 1455, 1457 (11th Cir. 1997)(For abuse of position of trust enhancement, USSG 3B1.3, or sophisticated means enhancement in tax cases, USSG 2T1.1(b)(2), the district court may only consider conduct which relates to the offense of conviction.)

U.S.S.G. 2F1.1 is the applicable guideline for the sale of unregistered securities.

Base Offense level	6
Specific Offense Characteristics:	
Loss amount, 2F1.1(b)(1) is $20,752,952	+ 16
More than minimal planning or scheme to defraud more than one victim	+ 2
Adjusted for Acceptance of Responsibility	-2
Assistance and timely notification of plea	-1
Total Offense Level	21
2X3.1 adjustment	-6
Total adjusted offense level	15

Criminal History Category 1, offense level 15, sentencing range 18 - 24 months.

Consideration of Sentencing factors

Ms. Rehberg is a 67 year old woman who has zero (0) criminal history points. She suffers from depression and experienced a mental breakdown in 1978 in connection with her divorce from her first husband. She met Karl a few years later and in 1982 they married. In

1998 she knew that she and Karl were under investigation in relation to NOPEC and that her husband, through his attorney, had negotiated an agreement in which she would not be charged with any criminal conduct, he would plead guilty to the sale of unregistered securities, and would face somewhere in the neighborhood of 24 - 36 months imprisonment. Mr. Rehberg told his Ms. Rehberg that he would kill himself sooner than go to prison so they agreed to secretly flee the Tampa area to avoid prosecution.

The two were arrested on August 22, 2007. Ms Rehberg has been in custody ever since, 12 months in various county jails, which has been extremely difficult because of her age, background, and health. She has had no contact with her husband, limited access to reading materials, and little in common with her cell mates who have been alleged drug dealers, prostitutes, and violent felons who have exposed Ms. Rehberg to a vocabulary and way of life that she has never before known. What Ms. Rehberg has experienced over the last 12 months, in combination with the fact that prior to her involvement with Karl Rehberg and NOPEC she had absolutely no criminal history whatsoever, makes the likelihood of her committing future crimes de minimus, and the need to protect the public from her non-existent.

Ms. Rehberg has already been punished. The longer she is incarcerated the older she gets and the more difficult it will be to for her to find employment. What she now needs is help securing employable skills so that she can get a job and begin paying back restitution. The best way to accomplish this is to sentence her to 12 months time served with three (3) years of supervised release with the special condition that she serve four(4) months in a half-way house where she can get help finding employment, housing, and counseling for her depression.

Respectfully submitted, this the 20th day of August, 2008.

/s/Sharon Samek
Sharon Samek
FL Bar No. 0071511
8766 Ashworth Drive
Tampa, FL 33647
Sharonsamek@verizon.net
813-334-7572

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served on all parties of record by EM/ECF filing this the 20th day of August, 2008.

/s/Sharon Samek
Sharon Samek
FL Bar No. 0071511
8766 Ashworth Drive
Tampa, FL 33647
Sharonsamek@verizon.net
813-334-7572

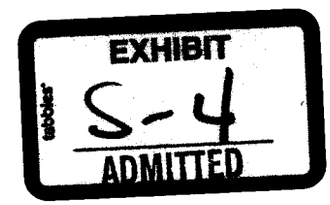
Federal Bureau of Prisons

Inmate Locator - Locate Federal inmates from 1982 to present

	Name	Register #	Age-Race-Sex	Release Date Actual or Projected	Location
1.	HELEN REHBERG	87524-008	70-White-F	07-14-2009	RELEASED

Results 1 - 1 of 1

New Search FAQs Privacy



Inmate Locator - Locate Federal inmates from 1982 to present

Name	Register #	Age-Race-Sex	Release Date Actual or Projected	Location
1. KARL REHBERG	87525-008	68-White-M	12-28-2011	RELEASED

Results 1 - 1 of 1

New Search FAQs Privacy

BEFORE THE ARIZONA CORPORATION COMMISSION

SECURITIES DIVISION

In the Matter of the Investigation of: SEED CORPORATION	FILE NO. 8228

EXAMINATION UNDER OATH OF RANDALL DUANE SIMONSON

Phoenix, Arizona
July 6, 2011

ARIZONA REPORTING SERVICE, INC.
Court Reporting
Suite 502
2200 North Central Avenue
Phoenix, Arizona 85004-1481

By: GARY W. HILL, RPR
Certified Reporter
Certificate No. 50812

Prepared for:

SECURITIES DIVISION

ORIGINAL

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WITNESS	PAGE
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NO.	DESCRIPTION	MARKED	IDENTIFIED
1	List of Shareholders of Seed Corporation, ACC000532 - ACC000540	4	34
2	Seed Corporation Promissory Note and attachments ACC001179 - ACC001183	4	52
3	Fiesta Mesa Self Storage, A Sustainable Energy Efficient Development, ACC000609	67	--
4	Fiesta Mesa Self Storage, LLC, Confidential Executive Summary, ACC000697	67	--

EXAMINATION UNDER OATH OF RANDALL DUANE SIMONSON was taken on the 6th day of July, 2011, commencing at 9:40 a.m., at the Arizona Corporation Commission, Securities Division, 1300 West Washington Street, Phoenix, Arizona, before GARY W. HILL, Certified Reporter No. 50812 for the State of Arizona.

APPEARANCES:

For the Securities Division:

Mr. Phong Paul Huynh
and
Mr. Steven Briggs
Staff Attorneys, Securities Division
1300 West Washington Street, Third Floor
Phoenix, Arizona 85007

For the Witness:

Mr. Randall Duane Simonson, Pro per
[redacted] Arizona [redacted]

Also Present:

Mr. Dave Williams, Special Investigator

(Exhibits 1 and 2 were marked for identification.)

RANDALL DUANE SIMONSON,

called as a witness herein, having been first duly sworn by the Certified Reporter to speak the truth and nothing but the truth, was examined and testified as follows:

EXAMINATION

BY MR. HUYNH:

Q. Good morning, Mr. Simonson. Appreciate you coming in this morning.

Just briefly, I'm going to go over some quick ground rules, give you a brief background here with the examination under oath that we've asked you to come in for today.

This is part of an inquiry by the Securities Division of the Arizona Corporation Commission in the matter of Seed Corporation and Randall Simonson, File Number 8228, in order to determine if there has been full and fair compliance with the Investment Management Act and the Securities Act of the State of Arizona. The information obtained today may reveal violations of statutes outside of the Securities Act or Investment

Management Act.

Persons present are myself, Phong Paul Huynh. Briefly, go around the table, if each individual could simply introduce themselves for the record.

MR. BRIGGS: Steven Briggs, also with the Enforcement Division.

MR. WILLIAMS: David Williams, special investigator with the Arizona Corporation Commission, Securities Division.

BY MR. HUYNH:

Q. And we have the witness, Mr. Randall Simonson. Just to confirm, Mr. Simonson, you're appearing today pursuant to a subpoena issued and served by the Securities Division on you for your testimony?

A. I am.

Q. And you're here today without an attorney; is that correct?

A. That is correct.

Q. I'm going to go through some brief advisories that I give to all examination witnesses. You have the right to refuse to answer any questions if you think the answer may tend to incriminate you. By incriminate, I mean subject you to the possibility of criminal prosecution.

Now you have a right to be represented by legal

counsel. You're not here with legal counsel today. Are you --

A. Didn't think I needed it. Don't know what there would be.

Q. Are you ready to proceed today, Mr. Simonson, without an attorney here to counsel you?

A. Yes.

Q. Now, if at any time you feel the need for legal counsel, please tell me immediately, and we will stop this interview and allow you an opportunity to obtain an attorney. Until you tell me to stop for that reason, it will be assumed that you're waiving your right to have counsel present at this time. Do you understand that?

A. I do.

Q. Since your testimony is being recorded, please respond verbally as opposed to nodding or shaking your head. Please let me finish the question in total, and answer it as best you can so that the record is clear.

If you don't understand or hear a question being asked of you, please let me know. I'll either repeat it or have the court reporter repeat it for us.

The reporter will formally go off the record only at my direction. So if you would like to go off the record for any reason, please tell me, and I'll try to accommodate you.

Since you are now under oath, any false statements you make knowingly can subject you to administrative penalties by this agency as well as criminal prosecution as perjury or false swearing, both of which are felony offenses in Arizona. Do you understand that you are under oath here today?

A. Yes.

Q. Do you have any questions about anything I've stated so far?

A. No.

Q. Do you understand what I've stated to you so far?

A. Yes.

Q. Mr. Simonson, are you on any medication or under any physical disability that might interfere with your memory or your ability to understand and answer questions today?

A. No.

Q. For the record, can you please state your full name, including your middle name or initial?

A. Randall Duane Simonson.

Q. And have you ever gone by any other name?

A. No.

Q. What is your --

A. Well, Randy is a nickname.

Q. Okay. What is your date of birth?
A. [redacted].
Q. Although you may decline as a right under federal law, I'm going to ask for your Social Security number solely for identification purposes. Mr. Simonson, what is your Social Security?
A. [redacted]
Q. What is your current marital status?
A. 49 years married.
Q. Congratulations. And if you would, please give me the full name of your spouse, including the maiden name if it's different.
A. Marilyn Jane Simonson
Q. How long have you been a resident of Arizona?
A. 1976.
Q. Since 1976?
A. Yes.
Q. And how long has your wife Marilyn been a resident?
A. Same.
Q. Mr. Simonson, what is your current home address?
A. [redacted] Arizona [redacted].
Q. How long have you been at that residence?
A. Twelve, fifteen years.

Q. Just to confirm for the record, that's your wife's home address for the same amount of time?
A. Yes.
Q. Mr. Simonson, what is your current occupation?
A. Retired.
Q. How long have you been retired?
A. Since this company hasn't gone. Three years.
Q. If you could, give me a brief general overview of your business background leading up to Seed Corporation, if you could.
A. I worked in the motion picture industry, worked as a draftsman for an architect, did a lot of green building projects. In the studios, I was special effects. My dad made Superman fly, and then I joined him, and then I went on to make Jaws and did Outer Limits, Men into Space, Science Fiction Theater, Mission Impossible, Mannix, Star Trek, just hundreds.

Came over here in 1976. I worked for Jerry Nelson who developed Pinnacle Peak. I was his construction coordinator. I built the Pinnacle Peak Country Club, built a complex around the general store, put in a lot of roads in the Pinnacle Peak area, put in the water company. Started building homes in '77 as SiSuns. Did it for, oh, ten years or so, and built about 300 homes, remodeled homes. Did lots of green things,

foam insulation, foam roofs, solar panels, lots of different things that were just unique. Our company was called SiSuns. We were incorporated.

Q. Could you spell that for the record?

A. S-I-S-U-N-S. And stopped that. Started to take care of Mom and Dad. Probably twelve years I did it. They're now deceased, and we're in their home.

Q. Okay. Mr. Simonson, have you ever been convicted of any criminal offenses?

A. No, not that I know of.

Q. Have you ever been a target of any investigation, other than this inquiry here, by any government agency?

A. Registrar of Contractors when I had decided I had had enough of their stuff. So I just stopped building. It was just one guy gave me a bad time. I just had it. Parents were in trouble, so I went there instead.

Q. What was the general subject of that investigation or inquiry by the Registrar of Contractors?

A. The man's name was Aragona. He was a user, abuser. I built a custom home for him, and there was just never enough. He wanted more and more and more. So he finally went after the building inspector, and I got a little irritated because the building inspector was a friend of mine. I started the Pinnacle Peak Lions Club

with him and two or three other Lions Clubs; and the guy wanted to use that relationship as a tool to go to the Registrar to find fault, although the inspector was 76 years old. Plenty of time to retire. He was doing it for fun. And this other guy forced him to retire, and I just got a little belligerent about it, and finally decided I didn't need it anymore, so I just stopped.

Q. Do you recall roughly the year that that action or inquiry occurred?

A. No. Don't remember the year.

Q. Have you ever been licensed or registered to offer or sell securities within the State of Arizona?

A. No.

Q. Have you ever been registered as a securities broker-dealer?

A. No.

Q. Have you ever been licensed or registered anywhere as an investment adviser?

A. No.

Q. All right. Have you ever been licensed federally or with the State under any of those, broker-dealer, salesman, or investment adviser?

A. No.

Q. Any companies that you were associated with or owned that were registered as securities salesmen, dealers

or investment advisers?

A. No.

Q. In regards to Seed Corporation, where is the main bank account held?

MR. BRIGGS: Saving too much power.

BY MR. HUYNH:

Q. Sorry, the lights went out right there. Let me repeat that.

In regards to Seed Corporation, Mr. Simonson, where is the main bank account or was the main bank account for Seed Corporation?

A. It's always been with Wells Fargo.

Q. Okay.

A. There was a savings account, checking account. That's all we had.

Q. Savings and checking?

A. Uh-huh.

Q. Who were the signators or signers on those accounts?

A. My wife and I.

Q. And were both your wife and yourself signers for the entire duration of those accounts?

A. Yes. They're still open, I think. No money, but they're still open.

Q. Just to confirm for the record, in regards to

Seed Corporation, what type of an entity is that? Is that an LLC or a corporation?

A. It's an LL -- actually, the Seed Corporation is a corporation, and the project that we were doing, Fiesta Mesa Self Storage is an LLC.

Q. So let's just take real briefly Seed Corporation. Who were the officers of Seed Corporation?

A. I'm president. My wife was secretary-treasurer, vice president. Just the two of us.

Q. Okay. And that's incorporated here in Arizona, Seed Corporation, right?

A. Yes.

Q. In regards to Fiesta Mesa Self Storage, LLC, who are the members of that entity?

A. My wife and I. And I turned it over through -- the attorneys, what's the name of the attorneys? The attorneys recommended that we turn it over to, the LLC over to Seed so that it was part of why people would invest. So we did.

Q. Do you recall roughly when that transition or that turnover occurred?

A. February of '08, I think. Might have been '07, February of '07.

Q. So in regards to Fiesta Mesa Self Storage, as members, you and your wife, who was the manager of the

LLC?

A. I'm the limited liability -- what do you call a partner? I'm the guy that's registered as the managing member.

Q. Okay. And for Seed Corporation, who is the custodian of record for Seed Corp.?

A. I am.

Q. How long have you been the custodian of record?

A. Since we started in '06.

Q. And same question, who was the custodian of record for Fiesta Mesa Self Storage, LLC?

A. I am.

Q. And how long have you been?

A. Same time, '06.

Q. Okay. So give me a brief background regarding the Seed Corporation project, if you could. How did that come about, and in general, what is the Seed Corporation project?

A. I started the self storage project before Seed was involved. A part of a group of people who were all green technology, so I'm down with them. We're talking about what I want to build, and they all say, boy, if we could get part of what you're doing, it will keep us all busy.

Well, that's true. One of them was solar

panels. Still doing it today. The other one had developed an air-conditioning system that worked off a chiller, which has since now gone bankrupt because everything started to just fall apart. Another one had LED lighting, so that the lighting was going to be special. My background was construction, doing all the foam construction, doing all the different technologies that have to do with the actual building of the building, water retention, things of that nature.

So I developed a building that was absolutely self-sufficient. Did not need any entity from the city -- no water, no power, no nothing. And I used the people that were part of our group to develop that system. They all felt like, you know, we could do ten of these. I said, well, that's great, but it takes money. We've got to find some money.

So there was a gentleman who is part of three of those companies who was selling securities. He had background to get money. He was getting money for the other companies. He since was arrested. He's a fraud. He was using a fictitious name, spent time in jail, and now is out. And so he started to market our stuff as a group.

Q. And who was that?

A. His name was Sean Pierce. He put together three

of the other companies. They all sold stock. They were all doing relatively well. Because of his involvement with them, they said let him help you. Well, I didn't -- I didn't want to do that. Look, I'll just go get the money, build it myself, and, you know, we'll just build two or three.

So this guy came, and he's very persuasive. And I said, well, I don't know anything about doing what you're talking about. I have no clue how that works. Don't really want to know. I'll do the construction. I'll work with you guys, and we'll put it all together, but I'm really not interested in being any part of Seed. Well, Seed was his idea.

So the other guys got together and said, look, we can do this. Let's do this. We all benefit by putting ten of these together. Well, I agree. You know, I think it's a good idea, and at that marketplace, everything was going along great, and so I said all right.

So we started Seed, and we went to his attorney to put it together, and he didn't want any part of it. He didn't want to sign on anything. He says, you do it. You know, it will be your company, and we'll just do it.

Q. When you say he, can you --

A. He is Sean Pierce.

Q. And just for some context here, when did you

meet Sean Pierce, if you recall?

A. '05, '06.

Q. And what was the nature of, in terms of the contractual or business relationship between you and Sean?

A. There was none. He was just a consultant.

Q. Okay.

A. As a matter of fact, I didn't really like the guy. There was just something about him that was just -- I've always been on my own, just do what I can do. And when you get other people who try to hype you and make you go, it just didn't feel right to me. So I just -- wasn't in a hurry.

So we finally went to his attorney, which is over on Thomas. I'm forgetting the name of it, but it's in my paperwork. It's the guy that started our company. And we started the company, and he was supposed to get 50 percent of it.

Q. When you say he, just --

A. He, Sean Pierce, was supposed to get 50 percent of it.

Q. Okay.

A. But then he was funny. So the wife and I just decided there's something weird going on here. We don't know what it is. And in the period of a month, he imploded. And so when he imploded, the sheriff or the

Police Department at Mesa came into the office, found out that he wasn't who he said he was; and so I went to an attorney, Fennemore Craig. I figured I better get the biggest, best I can because I don't want to get caught weird.

So I spent a hundred grand with them, which pretty much cleaned the clock. And they then rewrote the agreement. They rewrote the part for the shareholders. We went back out to them, asked for rescissions, who wanted out, what the conditions would be; when we got money in, we would take those people out. I think there's 47 shareholders. Is that the number that's in the thing?

MR. WILLIAMS: I think that sounds right.

THE WITNESS: So there's close to 47 shareholders. About 20 of them wanted out. Maybe less. Seventeen, something like that. So they sent their paperwork back to Fennemore Craig. We agreed to the terms.

About that time, we were running out of money. I mean there was just no future. There was no money. I'm going out to all these people, and, you know, they loved the project. They liked the idea that it's green. They liked the idea that it requires nothing from the state to keep it going, meaning water, power, nothing. I mean it really required nothing. This is crazy, but this is how

simple it was.

So I sat with the mayor of Mesa who apparently thirty-some years ago built a house at Pinnacle Peak, which I didn't really remember, but the crew I had then, I had 17 guys for 27 years, or pardon me, 27 guys for 17 years. And the guys remembered him. I mean they worked with him, because he came up from Mesa. We were out in Pinnacle Peak, and they'd get stopped on the road, and they'd go help him, whatever he needed to do. He says I know you. I said, you know me? He said yeah, you helped me when I needed help. I said I did? Did I ever charge you? He says no. I said okay. He said, but I want to run for mayor. He said I love your project.

So he came, and he went through all the companies. We were in Mesa at that time, and he went through all the companies. He said you guys have got the best deal. He said we've got to figure out how to make you go. I said that would be wonderful.

So I kept going out to bankers, kept going out to -- and everything dried up. I had three or four in there that said they would fund us. So when I'd get one that would fund us, I'd stop looking and I would start working on that person, and then it dissolved. And I'd go look again, and it would dissolve again. I think there's three or four in there that I put right at the top where

you could read them.
BY MR. HUYNH:
Q. Okay.
A. So I just -- I don't want this to happen like this, but I sat with the accountant this last month when I had to get all this stuff together, and he is having hip surgery. And he said Randy, you're not making it. Well, just since I spoke to you last, David, the man that was giving us the money in Palm Springs -- he was a private guy -- he's closed his office. He's gone. He says I don't have any more. So we're basically closing. We have no choice.
Q. Mr. Simonson, let's just take a step back, just so I'm sure I have the timeline correct here. So let's just start back again when you met Sean Pierce roughly in '05 or '06. Explain to me once that consultancy or agreement between Sean Pierce and -- is it Seed Corporation?
A. Seed.
Q. What was Sean to do and what did he do for Seed Corporation when he was engaged?
A. He was separate, but he had an office in our office, and he would close the doors, and he would be very private. And I didn't like that. I mean, you know, if you're going to be here and you're going to be part of us,

just be part of us. Well, I had four other people in there, four other offices; and each one of those people were involved in putting the company together and making sure everything goes, and Sean's purpose was to see if he could find a source for money.

He found a group that kept in touch with him, and they invested in different things that he did, and so he started bringing money to us. And having never done any of this before, I just assumed everything was okay, and that's why I went to the big attorney. And when I went to him, the big attorney, I sat with him, and I said I want you to bring this man down and sit with him and find out that everything is okay.

So we had Sean Pierce come down to Fennemore Craig with Bob Pasionek who is the attorney, and we sat and questioned Sean to make sure that everything was okay. And we were just putting together our PPM. So we put together the PPM. Everything looked like it was going to be okay, and then things got weird with Sean, and the attorney flipped it so that the PPM then got rewritten, and it got so people could get out. And that's what -- and I did it with him them. So any questions, go to them. Bob Pasionek, and it's Fennemore Craig.

Q. Now, in regards to Sean, do you know how he reached out to individuals?

A. No. He just had a source; and how he did it, it was his source, and he kept it close to him. Every once in a while we would have a webinar where people would call in, and we would have it on the web, and our guys, we had tech people. I'm not a computer person. But we would have the guys that run the tech stuff come in, and they would set up so that we would put stuff up on the screen, which you have a copy of in your stuff, and we would explain what the company was about. And then after that, he would do whatever he did.

Q. And how much money, do you know, did Sean raise during his engagement?

A. There is, I think, a total of 1.3 million dollars that went through us, or right in that range. I had three other loans. One was our IT guy, Russ Hurd. He gave us $65,000 to keep things going near the end. One was a gentleman down in Tucson. I know his name as well as I know mine. I'm now hitting a blank. If you can help me, the gentleman down in Tucson?

MR. WILLIAMS: You're talking about Mr. Welday?

THE WITNESS: Welday. Ed Welday. And then my dad. My dad helped us.

BY MR. HUYNH:

Q. In regards to the 1.3 million that was raised from Sean, how many people are we talking about in that

group?

A. It would have been the 47, I think, is approximately the number.

Q. Okay. So all 47 came originally from Sean?

A. Yeah, they were all through him.

Q. Okay.

A. When he was arrested and taken away from the office at 8:00 one night, nobody else was there. He was the only one there. He and his wife were the only ones there. Everything stopped after that. It just stopped. It was like the lights were off. A couple of the shareholders afterwards came and wanted to help, knew what -- I'm very open. I laid it all on the table. I put it in newsletters. I was very open. We're having trouble. I need to figure out how to keep going. The banks aren't working with us. I don't know what else to do.

And so a couple of the shareholders put in some more money afterwards, trying to keep it going. But it didn't happen.

Q. Okay. And in regards to the engagement or the agreement between Seed Corporation and Sean Pierce, is there a copy of that agreement or contract?

A. You would have anything that we would have in the paperwork I've given you.

Q. Okay.

A. I don't recall -- I don't think anything ever got executed, but there is probably some correspondence in our e-mails and things like that to him. But I don't think there was ever an executed agreement.

Q. Okay. That's what I was wanting to ask next. Do you recall the general terms of that agreement or understanding between you?

A. Well, he wanted to be part of the big picture. He wanted to be part of Seed. It was his dream that Seed would have started five years before with the other groups of people. And he saw I was a catalyst to make it go. And so I'm happy to give half of it away. If you can put all the money together and make it go, you can have half of it. That's how I saw it.

It never came to that because he wasn't there. He ended up being hauled away. So nothing ever got executed. As far as I know, the wife and I are the only ones that have any large interests. The shareholders have their share, but we were the large interest.

Q. So at the time of Sean Pierce's engagement in, say, '05-06, was it still just yourself and your wife as the executives of Seed Corporation?

A. We've always been. It's just the two of us.

Q. And when you say the other group, can you define

for me who you're talking about or give a little more context to that?

A. ETA Engineering is the solar source. You want a name that goes with that or just ETA?

Q. Yeah.

A. Okay. Then there was -- oh, shucks. I'm having -- in my contacts are all the names. In my sheet of contacts are all the names, all the addresses. Everybody is there. And the primary ones would be the air conditioning, which was the solar/water air conditioning, the solar electrical, and the lighting guys. And then there was us with the construction.

Q. So other individuals that were going to contribute to parts of the project?

A. Right.

Q. Just to be clear.

A. Right.

Q. Okay. The project itself, just to confirm, give me the address and location of where this project was going to be proposed at?

A. Northwest corner of Southern and Extension. The address I've kind of forgotten now.

Q. In Mesa?

A. It's in Mesa, Arizona. And we had roughly an acre and a half on that north corner, or back off the

corner a couple hundred feet on Extension.

Q. And in regard to the --

A. 1104, 1104 South.

Q. In regards to the property, when or did you guys obtain title to the property?

A. We bought the property from an individual who had a note that we assumed. We put -- the price on the property was approximately, with all the things, the fees and everybody we paid, was about a million-two, a million-one something. And then we paid down about half of that over a period of a year, and then we went back to renegotiate the loan with the original lender on the property. They would give us half the value as a loan on the property. We got then a 550 loan. I put $50,000 back in the company because we were at 480 before. We ended up giving the property back to the person that was the lender. They were holding the property so that if we got our funding, we could go ahead and just close on the $600,000 balance.

Q. Can you give me the name of the original individual or entity you purchased the land from?

A. Selice, Ed Selice. Again, all the paperwork is in there, all the copies going through the title company and everything.

Q. Could you spell Ed's last name, if you recall?

A. S-E-L-I-C-E, Selice.
Q. And in regards to the title of it, whose name purchased it? Was it Seed Corporation?
A. I purchased it when we were the LLC, meaning Fiesta Mesa, and I passed it through to Seed through the attorneys.
Q. Now, in regards to the purchase of the land, you said you put down about half of it?
A. Uh-huh.
Q. About $500,000 or so?
A. About $600,000.
Q. About $600,000?
A. Yeah, and that came out of the investment money.
Q. So just to be clear here, that $600,000 came out of the roughly $1.3 million that Sean raised?
A. Yes.
Q. Okay.
A. We also were paying $5,600 for about two or three years as the payments, and then they increased to, I think $7,800 when we got the loan redone. And that came out of that money, also.
Q. In terms of the interest or mortgage payments?
A. Mortgage payments.
Q. And are those monthly amounts that you just said?

A. Monthly amounts.
Q. Do you know in regards to the individuals, the roughly 47 individuals that Sean raised $1.3 million from, what were they supposed to get in return for their money or for giving Sean the money?
A. Well, they were shareholders of Seed.
Q. So they received stock of Seed Corporation?
A. Uh-huh, yeah.
Q. Okay. And did you guys have a -- what was the par value or price that you guys offered it at?
A. I think $4, and then it went to $5 after a certain time. And I don't remember the dates, but they would be all in the paperwork. All in the offering. It's written up in the offering, memorandum.
Q. And just to be clear here, when Sean Pierce marketed those Seed Corp. shares at roughly $4, was he operating under an earlier Private Placement Memorandum, or was there any other type of a formal document?
A. There's only been the two that I described. There's only the two that are from Fennemore Craig.
Q. So just to be clear here in the timeline, so at the time Sean started raising the $1.3 million, did he use a private placement memorandum?
A. As far as I know, yeah. Yeah. People would request them, and we would send them out. We would number

them. They would have to sign and send back a thing that said that they requested it, sure. Yeah, everything was as clean as I know how to do it, to find, track people, what's going on.

Q. And correct me if I'm wrong. I don't think we got the copies of the executed private placement memorandums. Are those still in the possession of Seed Corporation?

A. I'm sure they are, but I would have thought they would be in that paperwork.

Q. I'll double check again, since we --

A. I know there's lists of the people and what they've gotten. Is that what you're asking about?

Q. I was hoping to see also the executed copies of, like you just said, the prospectuses and --

A. I think Fennemore Craig has all that, because they were collecting them.

Q. Okay.

A. I may have a few that were after, but I think the majority of that is all held by Fennemore Craig.

Q. Okay. And if we needed them, you would be willing to cooperate with us to get copies of those?

A. Yeah, sure.

Q. All right. And just to be clear here, so individuals were offered shares of Seed Corporation. What

was the expectation then of how they would make a profit, the shareholders?

A. We actually had loans lined up to close. I sat across from two bankers two different times to close with my wife, and we're signing the paperwork when somebody walks up to the person and says the bank is closing at 5:00 tonight and will not reopen tomorrow. I looked at my wife and I said, you know, in your eyes, you say what?

So he reached across the table and he pulled the papers to him. And I said what are we doing? He said, well, the bank is closing, and we can't proceed with the loan.

And this was very early on. I mean the first month of when we were starting to go. And I thought, well, geez. So I went to another bank, and the bank was Zion Bank in California in Orange County. The father was here doing business for the bank there, taking money, you know, projects there. They wanted green projects. The man said, look, if you can get an SBA loan for 2 million dollars, we can get you all the rest of the money you need.

So I went to the SBA which was his son, and the man got all the paperwork together, and the day we're sitting down to do the paperwork, Zion Bank closed. All that dissolved. Now that's six months worth of work.

Tell me about frustration.

Q. Sure.

A. So then I said, well, obviously we're going to have to go to private people. Money is getting harder to get. Things are getting a little peculiar. So I started looking for private people, and I had several. Again, they're all agreements in that thing, and you can read them. And I had several of them, and they all were pending on somebody else getting them money to do what I can do. They all wanted to do it, but it just never came together.

And my last one is just a week and a half ago. Again, the agreement is in there, and you can read it. The guy wants to do the project. He had a billion dollars in Europe. It was there for ten years. He brought it back. Napolitano seized the money because she's the person that does that. Went to the Treasury Department. They then did a background on the money. Took him seven or eight months to do it, to prove it wasn't drug money; it wasn't bad money. He went through that.

Then the Treasury decided that what they're going to do is charge him 47 percent to repatriotize his money. So they took 800 million dollars, and they took 47 percent, and they sent him a bond. This is my last guy.

And so up until the time I was here last, we

were going with that man. It was still going to go. It's not going now. The man has closed his office. He says I'm done. I've got a treasury note that I can't sell, and I can't do anything. He says I'm done. Don't count on me.

Well, now I go sit down with our accountant because I need to bring the paperwork to you guys up-to-date, and he says, Randy, how much longer do you want to bleed? Because since 2008, we, my wife and I, have put whatever money we had to try to keep this going because I have -- I have a conscience. I talk to the shareholders. Most of them I haven't talked to for about three years. But there's a few that are friends. I mean they want us to succeed. They try to find people to help us. I want to do it, but I'm getting to be 70 years old, and my desire is there, but there's no money.

So I don't know what to do. I mean I really don't know what to do. I think -- you tell me. I've sure put a fair effort into trying to make it go. What do I do now?

Q. Well, we can't give you any advice on that, obviously.

A. Well, a little would help. I asked David. I mean he came to the house, drives down a dirt driveway. I mean we're not real well off, but we're in a nice

neighborhood, probably the worst house, but a nice neighborhood.

Q. Go back real quickly, Mr. Simonson. The project itself -- I did see some of the documentation, but just to be clear for the record, what was the target build price or construction cost that you had pegged on the project?

A. There's three different prices that we started with. One, we were going to build two stories in the ground and three stories above the ground. That was 16 million dollars. Then we decided that this is not going to fly. There's not enough money. We've got to stay in the ten million range.

So we tried to back out the basement and get into the three stories above ground. It was in the ten range. There's a second one that went to a smaller building in square footage but still above ground, and it was in the eight range.

So you have three choices in our paperwork to try to make something happen. Each one was a redesign, resubmit to what the economy was looking like it was going to let us do.

Q. Do you recall the general time frames of those changes in relation to --

A. It's been too long.

Q. Okay.

A. But the paperwork is there. I've given you the thicker, the thinner, and, you know, you can see, they're very clear. The second or third page in describes the sheet that tells everything that you're going to see in the whole book.

Q. So besides the 1.3 million dollars, were there any other investor dollars that came in at any later point in time?

A. Just me. I have put in everything I could to try to make this go. And we were doing pretty well for a while, and -- here, this is the sheet you want to look at. Every project, every one of these different ones, that's the summary of the whole thing. So when you see those, if there's different prices on them, it's the different --

Q. Okay. Besides the 1.3 million initially raised by Sean Pierce, what was the idea then, just regular bank lending or construction financing for the rest?

A. That's what we were trying.

Q. Okay. Showing you what has been marked today as Exhibit Number 1, and it looks to be a shareholder list for Seed Corporation.

A. I'm familiar with it.

Q. Can you just take a brief flip through that document for me?

A. Yeah, this has been put together by the wife.

Q. Okay. And Mr. Simonson, that exhibit is Bates labeled ACC000532 through 540, and it's got a date, a name, number of shares, and some other columns of information. Just to be clear for the record, what does that represent?

A. That's the shareholders.

Q. Of Seed Corporation?

A. Of Seed Corporation. It's the date they came in, like 5-29 of '07. That was when we started this whole thing, and then you just go down the dates and you can read over to the right who the shareholders are.

Q. And these were, again, individuals brought in by --

A. All individuals.

Q. And who were they brought in by?

A. Sean Pierce.

Q. So Sean -- looks like around May of 2007 is when the first purchases started to occur, and they seem to occur through July of '08; is that right?

A. Yes.

Q. And do you recall -- so at what point in time do you discover that Sean was not who he represented himself to be?

A. Boy. I don't know the exact date, but it would be right before this last, last few. I think the last few

are probably repeats of some of the ones before, because there would be no new people. They would be maybe existing shareholders that bought some more.

Q. In regards to a -- the last column on these sheets, there's a column "ff." What does that stand for?

A. Don't know. Let me look at it. I don't know what "ff" is. I don't know what that means.

Q. Okay.

A. I don't know what the little n/a or any of the other. No clue what that last row means.

Q. Just to be clear, who was it that kept track of this record?

A. My wife would be the one that would have an answer what that is, but I don't know.

Q. Okay.

A. These are just addresses and everything here on the back, this last pile. The first ones here are the ones that have the actual -- see, you have double names here. One is addresses and one is -- they're shareholders.

Q. All right. In regards to the rescission, take me through how that came about again. So after the meeting with Fennemore Craig --

A. When Sean was arrested was on a Friday night, and I got a call from the guy that runs the air

conditioning business. He was in the back of the building. We were all in this building together. He had a place in the back, about 8,000 square feet or so, 6,000 square feet. He said Sean has been arrested, and I said what? He said yeah, the cops are all in your office and Sean has been arrested. I said for what? He said I don't know.

So my first reaction was, get ahold of Fennemore Craig. I mean I had been dealing with them. So I called the attorney, and I said I need to sit down with you and figure out what this is.

Well, we still for weeks had no clue what Sean was arrested for. He was just taken away. The FBI, all the people that check all that stuff, they all came; they went through our office. They tried, you know, wanted all kinds of questions answered. So I just opened up. I don't know. I tell the truth.

And so there was probably two months, somewhere in there, that we're all just floundering, trying to figure out what was going on. As the shareholders would call, I would tell them that Sean is no longer here, that he was hauled away, and I just was very forward about it. Because if there's something wrong, I don't want to be part of it.

So I went to Fennemore Craig, sat with Bob

Pasionek, and said do what you need to do to make sure that our shareholders are protected. And he then rewrote the thing for them to be able to exit based on money that would come in from investments. And obviously there has been no money, so nobody has really exited.

Q. Okay.

A. They're not hostile. I don't have anybody hostile. They would all like me to do it, to make this go. I would, too. But today, I don't see how I can do it.

Q. Did you have any interactions with any of the shareholders prior to them purchasing shares in Seed Corporation?

A. Only through those webinars. Just Sean would have somebody call, and we would put it on the screen and do it through a webinar. That's the only connection.

Q. Did you or Sean set up any websites about the project or the offering?

A. There was, but it's a copy of what you have verbatim in the book. It shows pages of the website, yeah. But it wasn't a big thing. It wasn't a big one. It was a little one.

Q. And what was on the website, if you recall, in regards to the offering?

A. Basically it was what our project was, what the

Fiesta Mesa project was. And if Sean gave them a password, they could go in and get a copy of the book. Not the thick one, but the medium-sized book, so they could download it themselves.

Q. Okay. And did you have any other interactions or oversight in regards to the raising of the capital besides hiring Sean?

A. Only one person which is Ed Welday. Herman Menze, which is the designer of the project, has a friend, a girl friend. It's his wife's friend. And she said she had a man down in Tucson that would like to invest in us. I said, well, that would be great. And she said it would be at least $50,000, probably more. I said, well, things have just stopped. So you guys know what we're doing. You know where we're at. So, you know, don't mislead him. Tell him what we're doing.

So I went down and met with him one time and met him at a Denny's Restaurant down off of where he lives in, east of Tucson.

MR. WILLIAMS: Was it the one in Benson?

THE WITNESS: Benson, Benson. So we sat there, and we talked, very straightforward. Nice man. He said he's got a lot of money that he's getting from some other projects that he's closing down, and that he would be willing to work with us to fund some of what we want to

do. I said, well, geez, that would be wonderful.

Well, then he put in $20,000, and his did not go through the way he thought it would. So he had no more money. Our rent was due. I called and told him what my situation was. I said I don't have any more money. I've got to let the building go.

So in one 30-minute period, the landlord came, locked the door. We're standing outside looking at everything on the inside, and I went to my dad and I said, Dad, I need to get the rent so I can get the stuff out. He says, well, what stuff do you have to get? I said there's computers and desks. How much do you want? I said I need $12,000.

He says, well, what do I get out of it? I said $12,000. He says, well, you know, how about the stuff? If you get in trouble, I want the stuff, just so you don't lose it. I said, well, it's only you and me. I mean I said there's nobody else that's going to be talking about it except the two of us, and I can't afford to lose it.

So my dad gave me the money. I went down and paid the landlord who was shocked that I got the money. And then he kept our big table. We had a -- I bought $14,000 worth of stuff from him when we went into the building. Paid for it over a period of a year. Then he wouldn't give us the table which was a conference table.

And I had him sign an agreement that, you know, it was a $7,500 table and it belonged to us and we want it. And he said no, leave it there.

So he was going to lock us out again, and so we took everything we could in a two-hour period; and he came back, and the only thing we couldn't get was this big, thick oval conference table and the cabinets at the end and the other cabinets at the other end.

BY MR. HUYNH:

Q. When you say he, you're talking about the landlord?

A. Landlord.

Q. Okay.

A. So I went home, and I told Dad, I said I didn't get the big table and the cabinets at the end. He says, well, what is that worth? I said it's got to be at least half of what we paid him, you know. So the guy is still sitting on it, and he won't talk. He won't release it. And I don't have any power. I have no money to go get it. And I can't do anything with the agreement he signed. It's witnessed by two of the people who are part of our circle, but they say, you know, he's a jerk. He's a multi multi-millionaire. You're not going to get it.

Q. Let's take a step back real quick, Mr. Simonson. Let's go back to the shareholders here in this Exhibit

Number 1. Just to confirm, do you know roughly where all the individual shareholders are located or reside?

A. The addresses are all right there.

Q. What was the main mode of communication that Sean had with these individuals?

A. Telephone.

Q. Telephone?

A. Or computer. Between the telephone and the computer, because they e-mailed back and forth. I have none of his records. They were all seized. Everything that -- anything that had to do with him and his office, they came in and they took it all. They, meaning -- he was under indictment, which we found out a month or so later after he was gone, for embezzling 21 million dollars, and so it was his own company. It was in Florida. I can't remember what the company was. I think they were -- I think they were doing fuel. They were doing like a diesel fuel or some fuel process. This is what Pasionek told me. I've had no contact with this guy. I don't want to talk to him. I mean Pasionek I would talk to, but the other guy I don't want to talk to him at all -- Sean. I don't want to be anywhere around him. So if you need information on that guy, you certainly can find it because it's all information that's with the City of Mesa Police Department who arrested him and the Feds

who put him in jail. I don't know the source of where those are or who they are.

Q. Were you ever asked to provide testimony to any of those other federal agencies or City of Mesa?

A. No. No. They came in. They questioned us for a day, all the different people we had in the different offices, because they were all consultants; and after the conversation, no. We're done.

Q. Besides the unexecuted agreement with Sean, was there any other agreement or understandings in regards to any additional payments to receive --

A. For Sean?

Q. For Sean.

A. No.

Q. Any agreements for any commissions paid on percentage of amount raised?

A. No, huh-uh.

Q. What was the expectation of the return on the investors' $4 a share? I mean what was the timeline kind of looked at or discussed of when they would get their money back?

A. We had hoped -- we had hoped that when we got our 10 million dollars to build the building that the second building would have given everybody about 20 percent on their money. That's what we were shooting for.

Probably would have done it, but didn't get the first funding.

Q. What was the timeline or time frame you had?

A. It was a six-month period to a year. Between six months and a year.

Q. Now, in regards to the private placement memorandum, I haven't had a chance to go through it in detail because we just recently got it copied and submitted actually late yesterday afternoon. But does it detail out how the Seed Corporation or the funds were going to be used or disbursed?

A. Absolutely.

Q. Explain that to me in general.

A. This was done by the attorney. I mean they questioned, questioned, questioned, and I made double sure there was no nonsense, because I can't do nonsense. I felt funny with Sean; and when I got with Fennemore Craig, make sure there's no nonsense. And so it should be very clear.

Q. Okay.

A. I mean you're an attorney, right?

Q. Yes.

A. You should probably understand exactly what they wrote, because everything in there was you're investing on your own risk, and don't count on me for being a bad guy

because I won't be a bad guy. We're all taking chances. So the way it's written is very clear that way.

Q. Mr. Simonson, besides Sean Pierce, were there any other individuals that were engaged or hired to raise capital?

A. Huh-uh, just Sean.

Q. I saw a document in the there on an individual by the name of Wayne Gathers. Who is Wayne?

A. Wayne was the source for the money for the project, and he wanted to be part of Seed. Today, he's in a rehab center, had a stroke, and has lost pretty much everything he ever had. And so Wayne is a climber. He's trying to catch and climb on whatever he can see you're doing. He's in southern California in Palm Springs. He's a nice man, but he got caught in the same trap as everybody just recently with no money. Lost his wife. He said Randy, you guys are the only guys I can see that are going to make things go, and I want to be part of it.

I said, well, you're in the other area, being Palm Springs, that is active with the green technology. Why don't you do that over there? So he wanted to represent us over there. That would have been okay. I mean he's a pretty straightforward guy. That would have been all right.

Q. Now, just to be clear here, so any --

A. That's the agreement you're referring to?
Q. Yeah. So the agreement was to what, raise funding for the development --
A. Construction.
Q. -- or building?
A. Construction.
Q. Okay.
A. As a matter of fact, he is the source that found me the broker that found me the person who had the billion dollars that turned to air.
Q. Okay.
A. And part of that agreement was what commission he wanted and how it was going to work. And the man who was putting up the money changed the agreement, had it rewritten so Wayne wasn't getting anywhere near. He said if you're getting my money, you're not giving him that kind of money. And we all sat in a huddle and agreed.
Q. Mr. Simonson, are you aware of an entity called -- I might butcher this -- Ethereal Music, LLC?
A. Yes, there's a man and wife, and they were doing the research for us. They would go out to all the different self storage projects in the neighborhood and find out about them.
Then when we got pretty much all the information, who was busy, who was not busy, what the

content of their projects were, you know, whether they're 20 percent, 50 percent, hundred percent. Most of the stuff around us was pretty much full. And so they were doing all the research for that. That's the wife. The husband, George --

Q. Could you give us some names to go with that?

A. Yeah, George Golson is -- two of them are in there when you look. There's George and Denise. George was an IT guy. He put together the website information, put it so that I could make copies of it. He was our IT guy. But there was also another IT guy by the name of Hurd, Russ Hurd. He was there, also. And Russ would be like a supervisor who was working out of the office 90 percent on his own projects, would just show up, and if George needed something, he would help him, you know, put all the IT stuff together. Denise did all the research.

Q. Where is Ethereal Music, LLC, organized?

A. I think it's here. Don't know. Don't know. I think it's here. In our paperwork for them, there is -- all the forms that we would have to have for them should be in their paperwork under the letter Golson or Ethereal.

Q. And who are the members of Ethereal Music, LLC?

A. I think it's just the two of them.

Q. And just for the record, I believe it's E-T-H-E-R-E-A-L, Ethereal?

A. Sounds close.
Q. Now, you stated your wife's name was Marilyn Simonson, correct?
A. Yes.
Q. What services did Marilyn provide to the project, Seed Corporation?
A. She was doing the bookkeeping and secretarial stuff, keeping the notes. When you say she was vice president, there wasn't a whole lot to do because she did the other. But there was just the two of us doing it, and she did that end of it, bookkeeping side. She provided all this information you have here. She put together a lot of the information that's in the books.
Q. And did she receive a salary or compensation for those services?
A. Up until the last three years. Then there's no money, so nobody got anything. As a matter of fact, I think if you go through the payments, you'll see that not a whole lot of money went to she or I. We got reimbursed for some stuff we put out when we put down the down payment money on the property to tie it up and stuff like that, but there's nothing else. I mean we were supposed to be getting, you know, a wage. Just weren't getting it.
Q. Is there an agreement or a contract that was officially executed to memorialize what her salary or

compensation would be?

A. It's in the PPM. It's part of what was written in the PPM for both of us.

Q. Besides the PPM?

A. That's it. That's the agreement, because it was between us and the shareholders.

Q. Now, you stated there was some reimbursement on the property. Can you expand on that? What and how much were you reimbursed for the property?

A. I don't really remember the exact amount, but it's around 50 to $60,000 that we put out that came back in one check which is in your books.

Q. And what was --

A. And I think I provided all the books with all the stuff, so you can read right down through daily.

Q. And what was the reimbursement for, if you recall?

A. The land. We put down money on the land.

Q. The 1104 South Extension --

A. Right.

Q. -- property? And that was out of your pockets?

A. Uh-huh.

Q. Not the monies raised from the investors?

A. Right.

Q. Okay. Now, sorry to backtrack. In regard to

the rescission offer, I believe that occurred sometime in October of '07, roughly?

A. Yeah. And you were asking when Sean's last date was. I'm thinking September, middle of September, so it would have been a month later that we got the rescission done.

Q. Now, in regard to the rescission offer, for those that actually did agree to rescind, did they get the full amount back?

A. Nothing was paid, but they signed an agreement, sent it back to Fennemore Craig that they would like to rescind.

Q. Okay. So that would be my next question. Those that --

A. That's all on file with Fennemore Craig.

Q. So those that did request a rescission, did they actually get paid back their monies?

A. No. Nobody got back money except one or two in the very beginning, and I paid as much as I could. I didn't want anybody being a problem, you know, having problems with me. So there was a couple that Bob had said have you got this you could send to those? And I don't remember the names. But yes, there was a few that went out. But it cleaned the clock. I mean it wiped out the account. All based on the other people funding us, too.

I mean I never put the company in a bad position because we sounded like we were getting funding. So based on, yeah, we were going to get it, that we're going to sign with the bank tomorrow, I would let it go today, and then tomorrow never happened. So it's embarrassing.

Q. In regards to the handful of individuals that were repaid, where did those monies come from to pay those individuals off?

A. Out of the money that we received from the shareholders.

Q. From the additional $1.3 million raised by Sean?

A. Yes.

Q. Now, do you know a company or individual under the Menze Building, Inc., M-E-N-Z-E?

A. Yes, know him well.

Q. What is Mr. Menze's relationship with the Seed Corporation project?

A. He designed the Fiesta Mesa project.

Q. You mean architecturally and the design documents?

A. Yeah, to do a project like this, you have to have experience doing it. He has been building and designing these things for 30 years. So he's the top of the game, and so we went to him to get it. And then he wanted to make sure that we were more than one entity to

make sure what we were putting together. So we ended up with Professional Self Storage Management, and they did a study on the same project just to prove what he was saying.

Q. Did they have any participation or role in seeking funding for the project?

A. Menze?

Q. Yeah.

A. He tried through people that were in the self storage business that were successful, and they all came back and wanted 80 percent ownership if they put up the money; and the few shareholders that we talked to said why would you give away 80 percent for somebody that's just going to put up the money? There's lots of money. Go find different money. So, you know, we had those people, but they never materialized. But he's a designer. He's a good guy. He's about 75, 76 years old.

Q. Was any money raised by Menze for the project?

A. No. He is the -- his wife's friend is the one that found Ed Welday, but if you call that finding. It wasn't really -- he just referred him.

Q. And speaking of Mr. Welday, it's a good transition there. I'm showing you what has been marked as Exhibit 2, and it's a Seed Corporation promissory note executed by you and Mr. Welday. If you would, just take a

moment and flip through that.

A. Yes, I think I made one payment to him, and I just -- I told him, I said I have no more cash. And so he probably got cold feet because I was just too honest.

And the letters you have behind here or the e-mails you have behind here are the referrals that, the stuff I put in that shows how we got to him. That's what it is.

Q. All right. So I think, as you stated, only one payment of how much?

A. I think it's $500 is what I sent back to him.

Q. And pursuant to the promissory note, $500 was due quarterly, right?

A. Yes.

Q. And when was principal supposed to be due on this note?

A. It would have been on the final payment.

Q. So just to confirm here, what is the total amount outstanding from Mr. Welday then on the principal balance?

A. $20,000.

Q. And has there been any discussions between yourself and Mr. Welday about repayment of that?

A. I talked to his daughter and told her that we were not in any position to pay, and that I didn't know

what she could do. You know, that the company just doesn't have it, and I'm not in a position to do anything about it. And then she kind of got a little belligerent. And I said I understand your feelings, but I can't do anything about it. There's just no funds.

Q. So what was your expectation of what the $20,000 would be applied to then?

A. I told them it was the rent. His money was paying our rent. It was $10,000 a month for the rent. And so he was going to put more money in, and then had more to follow. And I thought honestly that he could fund our whole project. I mean I sat with him. I felt very confident. We're at the end. It's like the last straw, and I couldn't have been more honest with him. Couldn't have been more honest with him.

Now, whether he went away from our meeting after giving me the $20,000 saying I'll never do it again, I don't know that. A couple conversations on the phone, and nothing since. I can't get him on the phone. He doesn't answer the phone. Whether he's not there, no message machine, no nothing. And that's -- I haven't tried for almost two years.

Q. And what was your expectation of how Mr. Welday would be repaid his $20,000?

A. I thought we were going to get it from the

people in Palm Springs, and everything was going to move ahead and he would certainly get it back, no issue. But again, I thought he was putting up more. Even the e-mail that's on there says he was going to do more, but just didn't. Had he done more, we probably would have been in a better position to, you know, make it work.

Q. How so? Wasn't the project roughly an 8 to 10 million dollar project?

A. I think he had it.

Q. Mr. Welday had the 8 to 10 million dollars to invest, you're saying?

A. I think he did, I do. I don't know that, but talking to him, he said I have multiple accounts and multiple sources, and I can help you. I said, well, that would be wonderful. As a matter of fact, the day that we got this check, I thought he was giving us $50,000. But he gave us $20,000. And again, it's probably because I told him at the end, Ed -- the man is 78 years old. Very coherent, very straightforward man. I don't know what he did to get his money. I have no clue. Wasn't nosy enough to ask. But I felt that I couldn't be more clear with what we were doing. I mean it was all about me. This is what we're doing, and if you feel comfortable, you could sure help, and we would appreciate it because this is going to cover our rent; and that's how I went away from

there.

Q. And prior to meeting Mr. Welday, how long had you known him, if at all?

A. Not at all.

Q. So you didn't have a prior relationship with him or anything?

A. No. Even the girl that introduced us on the e-mail there, I had only met her once or twice. So same time as Welday.

Q. And at the meeting that you had to discuss the $20,000, what documents, if anything, were discussed or provided?

A. Just our, if you look down at the purple, the maroon one, go down, that one right there. That was shown to Mr. Welday. He has a copy of that, and he had a copy of the PPM. If he wanted to do the shares, he could do it; but I told him I don't know anything about it. I am not the person to ask questions about it. But if he had questions, he could always call the attorney. The man's name is right there. He said no, I just want to give you 20 grand and see if I can't help you out. I said, well, great.

Q. I just want to confirm here for the record, we're talking about Fiesta Mesa Self Storage Confidential Executive Summary Bates labeled --

A. If it isn't that one, it's one that looks just like it.

Q. Bates labeled ACC000697, beginning?

A. Where did you get that?

Q. In the bottom right-hand corner.

A. I don't know what that is.

Q. I'm just identifying it.

A. Yeah, I don't know what that is.

Q. That's ACC000697?

A. Yeah.

Q. Okay.

A. It might have been a thicker one than that that I gave him which would be a white one. Today it's a white cover, the second one down maybe. It looks like it's folded over is a white one. No, go up. Go up in the pile to the white one.

MR. WILLIAMS: This one right here?

THE WITNESS: Yeah. Has that got same front on it? Yeah, it might be that one. But I know that he got them. He thought what we were doing was pretty interesting.

BY MR. HUYNH:

Q. Were there any other documents executed by Mr. Welday evidencing what his net worth was or financial position?

A. I never asked, no.
Q. Okay. Were there any discussions on whether or not he was accredited or any of those brought up?
A. None of that. I felt that if he wanted to be secured, that he should have stock, because the stock is what was owning the land. The stock was what -- and he said no, I'm comfortable doing what I'm doing. I said okay. But he took one. He took the -- he took the PPM, so he should have a copy of it.
Q. And that was discussed if he wanted to do that?
A. Yes, it was his choice. If he's comfortable and would prefer that, whatever is --
Q. And the promissory note executed between yourself and Mr. Welday for $20,000, was that secured in any way?
A. No.
Q. It was an unsecured note, correct?
A. Right.
Q. All right.
MR. HUYNH: David, did you have any questions you wanted to briefly ask?
MR. WILLIAMS: Sure.
MR. HUYNH: Go ahead.
(NEXT PAGE, PLEASE.)

EXAMINATION

BY MR. WILLIAMS:

Q. Mr. Simonson, not to seem confrontational here or anything like that, but the documents that we've got here, we got very recently. These documents went through a process where they get Bates labeled and it's got that little sticker on each page, and we haven't had a chance to go through and thoroughly review them.

I first drove to your property in north Scottsdale with a subpoena duces tecum for these documents in February, requesting that they be submitted to our department by a specific date in March. Is there a reason why we had to issue a second subpoena and it took almost 90 extra days to get them?

A. You were part of the conversation with the accountant. I guess you know as much as I do about that side of it.

This is all copies of everything that we had in our files. I have the originals which are much rougher to look at because this is copies of them. I made those over the couple of months that we were waiting for the paperwork from Craig Elggren. But I couldn't have been more straightforward with you with that. I even had you call him to see what -- it's not me. I wasn't playing a game with you.

Q. And I do recall speaking with your accountant, Mr. Elggren, about the documents and what he had in his possession and why you were not able to provide us with everything. But there were a lot of documents that initially you had brought over here but I think you didn't feel comfortable leaving.

A. I brought that. I brought that in the originals, and you said, well, you can keep them and make them; and I knew that if I did that, the attorney would have a fit.

Q. Actually, what I wanted to do was try and copy them and have you keep the originals if that's what you wanted to do.

A. Well, we would have been here a long time doing it.

Q. Right, I'm just trying to make sure that we understand what the delay was.

A. That's how simple that was.

Q. Have you ever filed bankruptcy, sir?

A. I did.

Q. When was that?

A. Eleven or twelve years ago.

MR. HUYNH: Was that a personal Chapter 7 --

THE WITNESS: Personal.

MR. HUYNH: -- or a business?

THE WITNESS: Personal.

MR. HUYNH: Was that here in the State of Arizona?

THE WITNESS: Arizona. Lost my house, lost everything.

BY MR. WILLIAMS:

Q. Have you ever had any judgments or liens against you?

A. They would have been in that bankruptcy, but nothing since.

Q. Have you ever run any other companies other than Seed Corporation or the --

MR. HUYNH: SiSuns.

THE WITNESS: SiSuns, I did. I was the general contractor in Pinnacle Peak for 15 years, whatever, 17 years.

BY MR. WILLIAMS:

Q. And what would you say the status of those companies are that you've been involved with?

A. It was excellent. Same employees for 17 years. I mean never had problems.

Q. On the list of shareholders for Seed Corporation, would you consider Mr. Welday a shareholder and an investor in Seed Corporation or no?

A. He's an investor but not a shareholder. He

never filled out any of the paperwork for shareholding.

Q. And at the time that you met with Mr. Welday at that Denny's in Benson some three years ago, did you mention to him any of your prior businesses, your bankruptcy, anything about your background?

A. Nothing was brought up about that.

MR. WILLIAMS: That's all I have right now, Paul.

MR. BRIGGS: I just have a few questions.

EXAMINATION

BY MR. BRIGGS:

Q. Mr. Simonson, I just wanted to go back to when Sean Pierce, or alias Sean Pierce, was arrested.

A. You know, I would love to tell you the name that he really is, but I can't remember.

Q. I believe it's in the Private Placement Memorandum. I'm not too concerned with the exact name. You said that records were seized from his office?

A. Yes, piles.

Q. Do you know if any other records were seized? Were records seized from Seed Corp.'s office?

A. No, not that I'm aware of. But he had a lot of our stuff in his office, and it was locked. If he came through that door, it was locked. So we didn't have

Q. Can you recall, was each of those a new offering, or can you recall if maybe one of them was a supplement?

A. The first one was the new, and the second one was a -- what's the word when you are offering that -- rescission. The second one was a rescission of the first one.

Q. Okay. Do you recall maybe what the dates roughly were for each of those? Can you place them in time at all?

A. The days -- say that again. How do you mean the days?

Q. Can you recall roughly the dates, like what month and year maybe?

A. The dates? No, but there would be months talking about it before we ever got it. So it might have taken them two, three months, six months. As a matter of fact, it was probably closer to six months. I thought we would never get the Private Placement Memorandum. It was probably six months that we were waiting for it.

MR. BRIGGS: That's all I have.

FURTHER EXAMINATION

BY MR. HUYNH:

Q. Mr. Simonson, in regards to the engagement of

Fennemore Craig, was that under Seed Corporation as the client --

A. Yes.

Q. -- or yourself individually?

A. Seed.

Q. For both the original Private Placement and the rescission?

A. Yeah, I've never had any personal.

Q. And I think you've alluded to it, but I just wanted to confirm for the record. The title to the 1104, I believe it is, South Extension Road property, who has ownership and title to that currently?

A. The LLC, and it was transferred to Seed. So Seed owns the LLC.

Q. And Seed currently still has title to the property?

A. No. They took it back two years ago.

Q. Okay. Mr. Edward Selice?

A. No, it was taken back by -- oh, shucks. It's been so long since I've said his name. He represented four or five investors that had financed the property for Selice; and then when I bought the property from Selice who had the loan, we renegotiated with the people that had the loan, and again, it's going to be in that under Copper State or -- yeah, I think it was Copper State Title

Company that did the paperwork. So you should see it under that, and it will have a list of four or five names that are actually the investors that own the piece of property. And if I knew the names or you said the names, I could tell you the man who is the head guy. Just call me, and I'll tell you who it is.

Q. When we say investors, you mean the four that originally had the money, that he purchased it, and then you purchased title from him?

A. Yeah.

Q. All right. That's it.

A. I think it was called Copper State Title or something that he had. There was a copy of the payments that we made for the $5,700 every month that went to the title company. And then there was also the transfer -- Fidelity Title did the transfer. But a copy of all of that will be in there.

Q. Okay.

A. But we don't have it anymore. They took it back.

Q. All right.

A. They were really very fair about it.

Q. Well, we appreciate you coming in here and answering our questions.

A. You know, I have no reason to be foolish with

you, but I really think I'm just going to fold it up. I don't know how else to keep it going, and I would rather tell you that than to try to make a game out of it because I don't want a game. And if there's an issue, let me know what it is.

I mean I can't do anything about Mr. Welday. Pretty decent guy. His daughter is a little aggressive. It's okay. I don't blame her. But my dad just passed away, and I know how she feels, because she feels her father is similar, but she says he's not smart. Everything but that. He's smart. He's the one that got the money that she's spending.

Q. All right. I'm going to temporarily adjourn today's session without releasing you from your obligation to give further testimony as may be required under the subpoena served on you. You remain subject to re-call with reasonable notice if we have any follow-up questions or any other issues we would like to ask you about. Thank you again for coming.

A. Okay.

(Exhibits 3 and 4 were marked for identification.

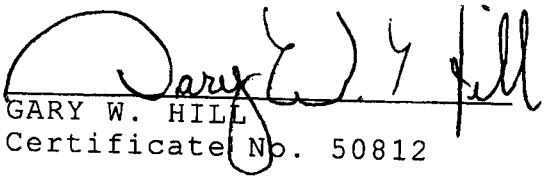
(The examination under oath was concluded at 11:15 a.m.)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

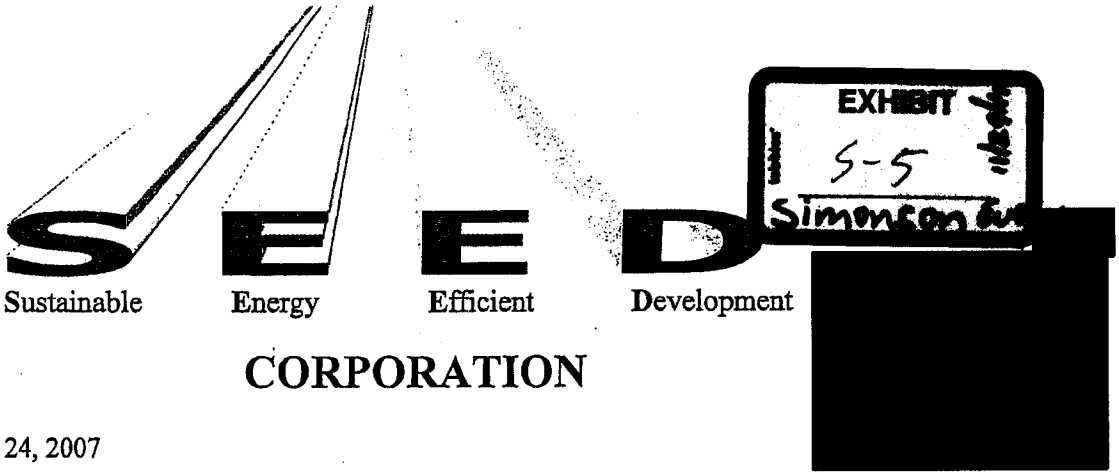
BE IT REMEMBERED that the foregoing examination under oath was taken by me, GARY W. HILL, Certified Reporter No. 50812 for the State of Arizona; that the witness before testifying was duly sworn by me to testify to the whole truth and nothing but the truth; that the questions propounded by counsel and the answers of the witness thereto were taken down by me in shorthand and thereafter transcribed into typewriting under my direction, and that the foregoing pages of typewritten matter contain a full, true, and accurate transcript of all proceedings and testimony had and adduced upon the taking of said examination under oath, all to the best of my skill and ability.

I FURTHER CERTIFY that I am not related to nor employed by any of the parties hereto, and have no interest in the outcome.

DATED at Phoenix, Arizona, this 19th day of July, 2011.



GARY W. HILL
Certificate No. 50812



Sustainable Energy Efficient Development

CORPORATION

September 24, 2007

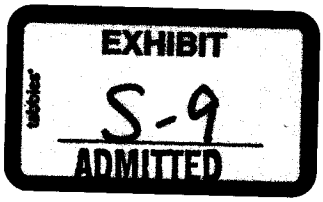
Dear SEED Stockholder;

Thank you for your continued support in helping SEED Corporation achieve some important milestones. This letter contains updates on our progress and some important announcements. Also, under separate cover, is our first newsletter with photographs and more news.

Our new legal counsel will be Fennemore Craig, P.C., which at over 100 years old is the oldest and second largest law firm based in Arizona. It is their decision whether they choose to do business with us. This led to background checks into the principals of the corporation as well as the current status of our corporation. We are very pleased to announce that we passed their test! Upon being approved, our securities attorney at Fennemore Craig, Bob Pasionek stated: "We are interested and have chosen you because you are a GREEN company with excellent technology."

Fennemore Craig is currently in the process of conducting a legal due diligence investigation of our company and preparing a private placement memorandum that will fully comply with all securities laws. They will also be sending you a new subscription agreement to complete. Once these documents are finished we will forward them to you along with further instructions. During its investigation, Fennemore Craig discovered that our private placement offering earlier this summer did not meet federal or state securities law guidelines due to, among other things, inadequate disclosure and documentation.

Fennemore Craig is sending you a detailed investor questionnaire and a postage paid envelope so that you can return the questionnaire to them. Please answer the questionnaire honestly and to the best of your ability, and understand that we need this information in order to comply with securities laws. Once you have finished the questionnaire, please send it to Fennemore Craig. If you do qualify as an accredited investor, you will have one of two options. You can choose to rescind your original investment, in which case we will return your investment in full and completely support your decision. Alternatively, you can choose to reaffirm your initial investment pursuant to a private placement memorandum and documents therein, and receive stock certificates evidencing your equity ownership in SEED and warrants, if applicable. If you do not qualify as an accredited investor, you will unfortunately not be able to remain as a shareholder in SEED. Those investors that are non-accredited will be considered as potential investors in future offerings.



Now, on to additional changes in our management staff and consultants; consultants Shawn and Lisa Pierce are no longer affiliated with SEED Corporation. Through the diligence efforts of Fennemore Craig and the management of Seed, it was discovered they were not who they claimed to be, but rather Karl and Helen Rehberg. The Rehbergs' were actually federal fugitives wanted for securities fraud. They were subsequently arrested and are being extradited to Florida. The Rehberg's never had access to SEED's bank accounts.

We have rapidly outgrown our former advisors and consultants and have raised our level of advisors and legal counsel. We are very excited about these changes as we continue to grow and develop for a more profitable company for you. Joining us are Stu Keller of Commerce Concepts as a financial and management consultant; Russell Hurd of Hurd Computer Consulting who is setting up our IT systems; George and Denise Gholson who are media specialists and working on our presentations, advertising and marketing.

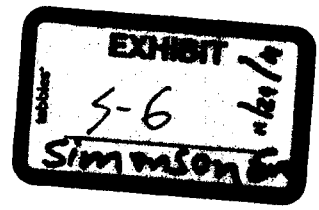
Alter-Air Corporation and ETA solar development are still in our consortium and growing with us. Menze Building is designing and creating our Self storage building. Kenellco Builder, LLC is not only going to construct our building but Tom Hamm, principal of Kenellco, has also joined us as a stockholder. Integrated Network Systems is designing our state of the art RFID-Radar file identification system for the file storage and retrieval, giving us the leading edge in this segment of the business. File By Design has 30 sales reps ready to bring their clients with boxes to store as soon as we open the doors.

We will be keeping you abreast of the progress every 3 to 4 weeks as our milestones are met. We are eagerly going forward in a continuing commitment to remain on the cutting edge of GREEN technology. Please feel free to call or email any of us with your questions.

Sincerely,

Randall D. Simonson

Randall Simonson, President



SEED Corporation

(Sustainable Energy-Efficient Development)

An executive summary of the business plan and stock offering

This document is for information purposes only and is not meant to take the place of any Company's Offering Memorandum or Business Plan. It is a brief of what the Memorandum and Business Plan may contain, but it is in no way to serve as a substitute for them under the rules and laws of the State of Arizona and the United States Securities and Exchange Commission. It is neither an offer to buy nor solicitation to sell any securities; that may only be done with qualified investors through the Company's private placement memorandum.

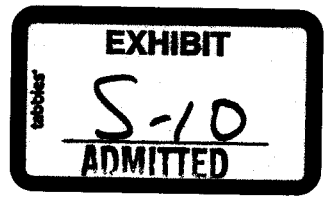
THIS SUMMARY IS QUALIFIED IN ITS ENTIRETY BY A MORE DETAILED INFORMATION AND FINANCIAL STATEMENT, INCLUDING THE NOTES THERETO, IN THE COMPANY'S OFFERING MEMORANDUM YET TO BE COMPLETED. BECAUSE THIS IS A SUMMARY, IT DOES NOT CONTAIN ALL OF THE INFORMATION YOU SHOULD CONSIDER BEFORE MAKING AN INVESTMENT DECISION, YOU SHOULD ASK QUESTIONS AS TO THE PROSPECTS AND RISK FACTORS OF THE BUSINESS IN INTERVIEWS WITH THE PRINCIPLES OF SEED.

STATEMENTS CONTAINED IN THE PLAN WHICH ARE NOT HISTORICAL FACTS MAY CONSTITUTE FORWARD-LOOKING STATEMENTS AS THAT TERM IS DEFINED UNDER THE "SAFE HARBOR" SECTION OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. ALL FORWARD-LOOKING STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES WHICH COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM ANY PROJECTION.

INTRODUCTION

The SEED Corporation is partly made up of a four-member group Consortium combining their abilities and expertise to build projects according to Green Building and Leadership in Energy and Environmental Design (LEED™) guidelines. SEED plans to develop combination self storage and document storage facilities and perhaps in the future upscale projects and communities for sustainability using state-of-the-art technologies, awe-inspiring design, and renewable energy for grid independence.

Putting this project together actually started several years ago, with the idea of establishing a group of entities, more or less under one umbrella; in this case SEED. It began with the Freon-free/compressor-free air conditioning system. This brought in ETA Engineering with their abilities and expertise in photovoltaics. This meant that air conditioning could be free if powered by the sun. This was the key to a lot of possibilities. The Alter-Air system equivalent of a five ton air conditioner can run on less than 1,200 watts of electricity; less than a hand held hair dryer – they're 1600 + watts. As the different entities and technologies appeared, it became clear that bringing these things together, with some common goals, could be a lot more than the parts separately.



The members of the Consortium have spent many years developing various technologies, products, innovative inventions, skills, concepts and ideas – mainly independent of one another. The combination of these various products and abilities make it possible to create buildings, homes and entire communities that can operate efficiently enough to be off-grid.

MEMBERS OF THE CONSORTIUM:

Alter-Air Corporation has developed and patented an air conditioning system that can be powered by photovoltaics. Their 5-ton equivalent system doesn't need Freon or a compressor, and can run on less electricity than a handheld 1800 watt hair dryer. This is an important factor in qualifying for a $1.80 per square foot tax deduction on a building.

Amazon Forms One, Inc. has developed and manufactures GRID-Wall™ as a unitary concrete composite forming system, or Insulated Concrete Form blocks providing an insulation R factor of 45. This is about five times that of most existing homes today – especially those made of cement blocks. It can be used for any design – buildings up to 8 stories for residential and 6 stories commercial. It can also be used for basement walls, retaining walls, safe rooms, and foundation stem walls.

ETA Engineering, Inc. develops and engineers photovoltaic systems. This includes the controls, grid-tie equipment, inverters, and additional patented products for the systems. ETA exclusively provides the essential equipment that drives the Alter-Air System. They have some of the very best engineers in the business and are the largest distributor of panels for solar power in Arizona. They have been in business for 15 years.

RAMS Development LLC; The RAMS organization brings many years of experience in the construction industry to SEED. Mr. Simonson has done many projects for the motion picture industry, including the development and construction of most of the special effects for Universal Studios in California. Mr. Simonson has been instrumental in the development, building and marketing of Pinnacle Peak, Scottsdale, Arizona. He brings some very special needed talents and abilities to SEED.

RAMS Development LLC, is a Company SEED is contracting with to oversee the building of its various facilities. This is to isolate any liability away from SEED incase of accidents or problems with defects in the construction of the projects. When finished the facility will be sold to SEED at cost, and SEED will benefit from any value added by the project and its earnings potential. This may be a particularly effective strategy for protecting SEED from law suits that could arise out of any given project.

CONSORTIUM AFFILATES

CSL Breckenridge, LLC is orchestrating the financial and corporate structure for all the companies involved in the Consortium under the auspices of Dr. Shawn Pierce, PhD. He has brought together the entities comprising the Consortium, making this project possible, and further developed the concept and financial structure for SEED. CSL remains a consultant to Alter-Air, Amazon, ETA, as well as SEED, but is not a shareholder, officer nor director of any of them. He provides the liaison between the companies and has developed some of the principal ideas behind several of the Consortiums products and financial strategies. CSL does have a limited amount of stock options in each Consortium member.

Kenellco Konstruction, Inc. **Tom** Hamm is the qualifying party for the commercial contractor's license. The company maintains general contractor licenses for both commercial and residential projects. Tom has 30 years experience as an erector or as a construction manager / erector for the storage industry. The majority of Kenellco's commercial revenue is generated by self-storage projects. However, they do install conventional steel buildings, canopies, architectural steel panels, and even general aviation airplane hangers. Over the years they have established working relationships with several engineers and architects, as well as numerous trades' people.

As Construction Manager / Erector Kenellco provides the service to the client of working with their design professionals from the concept stage. They stay with the project through the issuing of the Certificates of Occupancy. They prepare a simple pre-construction budget to see if the project makes sense. They put the project out to bid and select qualified tradesmen to complete the project. They provide the lender with a list of subcontractors and their projected contracted amounts. When they prepare the draw requests they display the request against the contract amounts and percent completed.

Menze Buildings Inc. Herman Menze has been building mini storages since 1975 in Arizona, California, Texas, Virginia, and Florida. Menze supplies the design and prefabricated steel building material. Their dedicated CAD system creates the required drawings for presentation and building permits. It also generates a bill of materials that is sent to the various fabricators. This ability is what makes them very competitive. Their current engineering firm is Larson Engineering in Naperville, Illinois. Their website is http://www.larsonil.com/. They have a national presence and cover most of the engineering functions.

PRINCIPAL BUSINESS:
Presently the principal business of SEED Corporation is developing combination self storage and document storage facilities using totally Sustainable Energy Efficient Development methods and materials in their facilities that are energy-efficient and grid-independent where feasible, as well as being a benefit to the environment. In the future the Company may venture into general purpose buildings, warehouses; communities, and homes)

The Company's is a principal shareholder in two of the Consortium's members. Each Consortium member has its specialized field and contributions. The management teams from all of the entities are seasoned professionals with many years of experience in operating their own companies and working with the top management of others, many of which are Fortune 500 companies. They are seasoned senior management level executives with vast technical backgrounds, hands-on experience and management skills, and the knowledge, insight and experience in knowing how to apply these many attributes.

BUSINESS CONCEPT:
The initial goals of the Company is to build and operate combination self storage and document storage facilities. It is generally accepted that the self storage business is a lucrative business if properly managed. Public companies in the self storage business tend to trade at higher levels of price to earnings ratios; the average PE ratio is approximately 42. In addition to self storage, the Company to do document storage, fine art, and wine storage. These bring in four to six times more revenue than self storage, and the demand is intense. Please take

note of the attendant **Records Retention Guide,** on the last page of this document. In addition to the cash flow from the businesses, there is a tendency for the real estate values of storage facilities to be stable in a down trending market and/or actually appreciate, verses what the housing market is doing. This adds to the asset value of the Company and provides a stable asset foundation while providing a very good income.

Currently, the Company has purchased the land for its Fiesta Mesa location, and has several other possible locations it has been evaluating and negotiating to acquire. The owners of some of the properties being negotiated for have given positive indications, stating they would like to proceed in bringing the propositions to a conclusion. The storage business profitability aspects are very favorable. It presents an opportunity to not only quickly increase the value of the real estate asset, but it has tremendous cash flow and ROI in relation to the investment in the asset. A publicly traded stock with this combination of appreciating assets and rising cash flow tend to trade in above average price to earnings ratios.

With regard to the Company's business concept, there are some very proprietary items that can only be discussed after signing a Confidentiality, Non Disclosure, and Non Compete Agreement that has been accepted and executed by the Company. This is due to its integrated methods and technology that gives it a substantial business advantage.

The Consortium member's management teams have joined together in a collective effort under the "corporate umbrella" of SEED. They want to group their complementary products, with their unique features, benefits and resources in an entity dedicated to promoting the Consortium's interests; constructing "green-building-packages," where a building is constructed using the components from the Consortium members. Note, the components are not sold as a single item to the consumer, but as a package. A commercial building or home is to be built with Alter-Air's air conditioner, Amazon's ICF foundation blocks and ETA Engineering's photovoltaic panels and inverters.

SEED's priority as its first project is to establish a stand-alone Sustainable Energy-Efficient Developed combination document and self storage facility. **The planned self storage only facility has projected conservative potential net income of approximately $1.3 to $1.7 million dollars per year. With the possible establishment of the document storage component, income could be more double.**

Simply put, the business concept has been a multifunctional approach for SEED to developing this business. Careful, extensive planning and development has taken place over the past four years. Development has been in SEED's exclusive tracking and locating system. It not only enables the Company to track a box or file in its own facility, but will also track a box or file in a clients location. If within 10 to 20 feet of a file or box, the locator will tell the distance from the locator and the angle it's at. Doctors, lawyers, accountants as well as title companies, banks and credit unions need to know where their files are; spending time looking for them is also spending money.

Acquiring land in the right locations is important and contracting land owners that want to develop their property or joint venture with SEED to acquire certain pre-selected land for development by SEED and the Consortium. SEED has located eleven sites in the greater

Phoenix area that are very suitable for its purposes, some are already zoned and approved for storage facilities, a process that usually takes about 14 months to complete.

In the future, when the housing market is recovering, each Consortium member will be an exclusive supplier of products used in the structures to be built on SEED land. As off-grid land is acquired (off-grid is less expensive), deed restrictions are established to make it virtually mandatory that certain standards for materials are met, and energy-efficient and sustainable products are used, to insure the integrity of the concept. When the structures are built that are self-sufficient, the land under them gains in value in parity to land on the grid. In many cases, the standards are such that they can only be met by the products produced and supplied by SEED and/or the Consortium. SEED exclusively contracts to use only the Consortium's products and features and represents them as a marketing arm. Furthermore, SEED owns stock in each member of the Consortium.

Economic Premises and Underlying Factors of the Building and Development Concept:

Consortium members firmly believe that sustainable and grid-independent communities are the future. The world's oil supply can't keep pace with demand, and escalating record prices are creating tensions among nations, and affecting agriculture production which is also in record demand, contributing to ever-rising commodity prices. Power companies can't build generating facilities fast enough, and as oil and natural gas prices are the underpinnings of their pricing structure, ever-increasing rate hikes result. Building nuclear power plants is all but out of the question; it takes too long, costs too much, and creates nuclear waste that is a disposal and storage problem. Oil has hit some all-time highs in 2006 of $78+ a barrel; $80+ is forecast in the not-too-distant future, especially if terrorists blow a major oil pipeline.

Aside from the benefit of a greatly reduced utility bill, by using Amazon's Grid-WALL, Alter-Air's AC system, ETA's controls and equipment, SEED's composite building structure process is energy-efficiency and affordable. Power companies such as SRP will reimburse half the cost of the systems from ETA. In addition, the State of Arizona will give up to $1,000 for a system in personal tax credits, and there is a Federal Investment Tax Credits of 30 percent. By law, SRP, for example, will also pay up to 4.5 cents per kilowatt hour for power generated by the photovoltaics, that's in excess of what the owner uses. Additionally, there are power purchase agreements between independent producers and users that may be of significant financial interest.

The bottom line is about 74 percent of the cost of the photovolticas are reimbursed through tax credits from the government and buy downs from the utility companies. Furthermore, as of January of this year through a new program developed with the Department of Energy and the IRS, buildings that are built 50 percent more energy efficient than similar buildings are given a $1.80 per square-foot tax deduction. In the case of the Fiesta Mesa facility with 122,100 square feet, it would amount to $219,780. This could result in the photovoltaic system, the air conditioning and lighting being essentially free.

Recent Developments:

The financing for the first two combination self storage and document storage facilities is in the final phases (there is a commitment letter being issued and escrow being established, as of this writing for Fiesta Mesa with similar items being written for Elite. Furthermore, a section of the building currently occupied by a furniture company at 4049 Presidio is to be available for SEED to take over around August 1st, to begin the document storage phase and to establish systems of operation, training facilities and modeling the configuration of other facilities i.e. Fiesta Mesa and Elite.

SEED has negotiated an agreement with two very experienced representatives of a shelving company to bring us clients that need document storage. Their clients are having difficulty in finding space of their own to archive files. One medical facility has a space of their own with some 100,000 boxes, but can't find what they need, because they didn't employ a system to track what they need when they need it.
SEED is developing its own proprietary locator technology. The importance of this is we can tag a box with an identifying tag, and be able to locate it within one second. When the client wants the box retrieved, the location of the box appears on a computer screen, even if the box is misplaced, it then can be retrieved within minutes. The box can then be delivered to the client within about two to three hours depending on distance (within 25 miles if local), or overnight for others. This is in contrast to our biggest competitors that require two weeks turnaround for pickup and delivery. In legal cases or medical emergencies, delivery of documents is crucial in a law suit or getting patient's vital history and/or treatment records.

We have surveyed and consulted with qualified and experienced people in this industry, there is no one at present with this technology or capabilities. What is equally important is that boxes cannot be lost. If a box is "misplaced" on a shelf from where it was part of a client's assigned section, the ID-tag will show it on the computer screen within about a second, it then can be retrieved or relocated to its assigned space. In other facilities personnel must search through countless boxes in order to locate a "lost" box. This can take several minutes, hours, days, weeks, or perhaps it is just declared lost and can't be found. These circumstances can be very costly for both the storage facility and the client, and can further result in costly litigation.

The various projects begin in their own specific LLC as a construction project in order to isolate any liabilities coming out of anything that may occur related to the construction. The LLC produces a turn-key project and SEED acquires it for cost. In the case of Fiesta Mesa, SEED by agreement will purchase the facility for $10 million dollars. According to the evaluation and feasibility study done by Professional Self-Storage Management, LLC of Tucson, AZ the building will be a class A plus and appraise at $13 million dollars. However, the income stream upon rent-up of just the self storage portion of the facility is $969,662. The income from document storage, not including retrieval, refilling and other services which more than double the fees from just storage is $966,736. This is on a standard floor plan, whereas we will be using compact shelving which increases our income by about 60%. However, just using the $969,662 plus the 930,000 equals $1,936,397 net (does not include approximately $900,000 in service fees. On the basis of a 7.5% cap rate, the income factor gives the facility a value of approximately $25,818,000. With an asset value that increases by 9 to 13% a year due to the income stream and real estate appreciation.

As of June 7, 2007, approval of the financing package for the Fiesta Mesa facility was approved for $10,500,000. The Company will be seeking another package in a few weeks, three different lenders are bidding for the project.

The Company is finishing up on a private placement stock offering for one million shares at five dollars per share, plus seven-hundred fifty warrants for an additional four million dollars. There may be another million shares offered at a later date if circumstances warrant it. However, having the company's stock leveraged with an asset worth three times the money borrowed against it is very favorable for the Company and its stock. When the offering is concluded there will be about 2 to 2.5 million shares outstanding. The facilities could be producing about 5 to 7.5 million dollars in net earnings, or about two or three dollars per share. The average price to earnings ratio of publicly traded stock in storage companies is about 40 to 1. Using a price to earnings of 10, the stock could be $20 to $30. This is by no means an accurate projection, nor should this information be used to make an investment decision. It is meant to only be a summary of what the Company is doing and hopes to do in the future.

Fiesta Mesa Self Storage LLC
Business Plan Summary

THE FACILITY:

- Location: Southern and Extension in Mesa, Arizona.
- The property consists of 65794.49 square feet or 1.51 acres (see legal description attached) located at 1102 S Extension, Mesa, Arizona 85210, valued at $2.5 million
- A climate controlled Self-Storage building consisting four floors totaling 122,100 square feet, subdivided into 1014 rental units
- Building to be built for minimal energy consumption, for smaller utility bills
- The projected cost of establishing the facility is approximately $7,400,000, 62% of value
- The projected net income at 85% occupancy is approximately $1,371,100.
- The projected value of the project when completed is $12,900,000 to $15,000,000 when fully operational projected value is $25,818,000.
  *does not reflect an additional $930,000 possible income from document storage operations and $900,000 in retrieval and restoration fees

Current Pre-facility construction and operation activities:

- The principals of the Company have engaged the services of some of the top companies and people in the self storage industry, recognized for their background, experience and success.
  - **Professional Self Storage Management, LLC.**, will manage this facility. Mel Holsinger who owns and manages 32 other self-storage industry-leading facilities. Address: 3434 E. Kleindale Road, Ste E. Tucson, Arizona 85716 (520) 320 – 9135 www.proselfstorage.com
  - **Menze Buildings, Inc.,** Herman Menze and associates has designed and built storage facilities since 1975 in Arizona, California, Texas, Virginia, and Florida. Menze Buildings, 3963 E. Latham Way, Gilbert, Arizona 85297 phone (480) 967 – 0330. www.menze.com.

- **Larson Engineering in Naperville, Illinois,** have a national presence and cover most of the engineering functions. Their main website is www.larsonil.com. **LEAZ:** 4110 N. Scottsdale Road, Suite 170 Scottsdale, Arizona 85251 – 3919. Phone: 480 – 212 – 4200. Fax: 480 – 212 – 4201 Email: info-az@larsonengr.com
- **Kenellco Konstruction, Inc.** Tom Hamm is the qualifying party for the commercial contractor's license. The company maintains general contractor licenses for both commercial and residential projects. Tom has 30 years experience as an erector or as a construction manager / erector for the storage industry. The majority of Kenellco's commercial revenue is generated by self-storage projects.

- Established a preliminary climate controlled document storage facility at 4049 E. Presidio St. Mesa, AZ 85215
- Perfected a letter of intent for leasing part of the basement floor to store Marine Geodetic Survey Charts
- Establish a Standard Plan for future facilities to accelerate permitting approvals and save time in getting project completed

Post Funding Objectives

- Complete the final permitting process for construction
- Begin site preparation for construction below ground
- Pre-lease the upper floors of the facility to create cash flow before completion
- Complete construction, continue lease-up

Mission

It to provide high quality storage facilities, suitable for preserving valuable household items, antiques, works of art, valuable vintage wines, as well as document preservation for professionals such as doctors and attorneys, etc. Our goal is to maximize revenues using aggressive and comprehensive marketing techniques, constantly reviewing individual storage unit size prices and adjusting them according to the highest possible levels, maintaining a low delinquency and loss rate, using customer enticements only when necessary and frequently comparing our product to our competitors.

The project is to be managed to provide a secure, convenient environment with exemplary customer service to insure that we can meet and exceed customer storage expectations. Professional Self Storage Management, LLC, was engaged for the express purpose of offering professional management services to the self storage industry. Our goal is to maximize revenues using aggressive and comprehensive marketing techniques, constantly reviewing individual storage unit size prices and adjusting them according to the highest possible levels, maintaining a low delinquency and loss rate, using customer enticements only when necessary and frequently comparing our product to our competitors.

SWOTT Analysis

Strengths

- Experienced seasoned Management team
- experience professionals to insure tight financial controls
- Strong strategic professional marketing skills

Weaknesses

- Current staff is minimal, but experienced
- Modest advertising and marketing effort

Opportunities

- Fiesta Towers complex being constructed across from facility
- Secure document storage facilities in high demand
- Several customers are ready to sign up for document storage

Threats

- Theft of product, equipment, data base, proprietary data, etc.
- Well financed competition starts buying share-of-market

Trends

- More facilities needed with more requirements for preserving documents
- The need for businesses to store records continues to grow at an increasing rate
- More people moving into the area needing personal storage
- Families downsizing homes needing storage for excess possessions

Document storage differs from self storage where people store their furniture and other household items, in that self storage is rented by the square foot. Document storage on the other hand is rented by the cubic foot. There are approximately 31,000 square feet in each floor to the Fiesta Mesa facility. The estimated revenue from each floor of self storage is $323,220 per floor; $969,662 annually. With a 24 foot ceiling height for the document storage in the basement, at 65 percent capacity the storage fees alone are $141,050 per month or $1,692,600 annually. Service fees usually double the storage fees for document storage.

Taking note of the income streams projected from the above paragraphs, one could conclude that with a limited number of shares and a constant building of the revenue stream that earnings per share could grow substantially. These are only Management's estimates of what they want to do and possible results, it is in no way a guarantee of results.

The overall operating plan is to do the self storage, because it rents up quickly and will carry all expenses and show a profit. The document storage will be started in the basement of the buildings and displace the self storage as it grows. So eventually most of the facilities will be for document storage, because it brings in three to four times the revenue. Below is a records retention guide, note the ones in bold letters.

The overall financial strategy and plan is to have a limited number of shares sold in a private offering. Secondarily, the Company intends to borrow funds from private lenders to build the

first few facilities. Currently it is forecast that there will be approximately 3 to 3.5 million shares sold. This can insure that the first three to four facilities will be built or acquired. There may be some stock splits, but presently the intent is not to have an additional issuance of shares. After the first 3 or 4 facilities are completed and income producing, it's the Company's intention to self finance from within out of revenues and continue to build or acquire facilities, but not sell any more stock. Currently there are 11 locations for the Phoenix area, 2 in Tucson and 4 in the Palm Springs, California area.

We think borrowing capital to build a building that will be worth about twice as much when finished as to what it cost to build it, is a good use of debt financing. We think that having equity cash on hand to meet any short fall or "emergency situation" is a good use of capital; it always keeps the Company ahead of the curve instead of behind the proverbial eight-ball

SEED will be offering 1,000,000 shares at $5.00 per share to raise $5,000,000, which includes two warrants. SEED is set up, so that for each 10,000 shares at $5.00, there are two warrants, one for 5,000 additional shares at $5.50 per share and a second one of 2,500 additional shares at $5.75 per share. The result is that $5 million will be raised from the $5.00 shares and $4 million could be raised from the warrants.

Having file boxes in storage, is like having an annuity, the industry average for a file box in storage is 16 years.

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Records Retention Guide

Updated January 2, 2006

Medical Records*

- Adult patient charts.....10 years following the office visit
- Minor patient charts.....Reaching majority plus limitations
- **Diagnostic images.....Permanently with chart**
- **Medical correspondence .....Permanently with chart**

Accounting & Financial Records*

- ☐ **Auditors' reports.....Permanently**
- ☐ **Accounts payable ledger.....Permanently**
- ☐ Accounts receivable ledger.....Two (2) to six (6) years
- ☐ Bank debt deduction .....Seven (7) years
- ☐ Bank deposit slips, reconciliations, statements.....Four (4) years
- ☐ Bank statements with cancelled checks.....Six (6) years
- ☐ Contracts of purchases and sales .....Four (4) years
- ☐ Depreciation records.....Four (4) years
- ☐ **Deeds, Mortgages, and Bills of Sales .....Permanently**
- ☐ **Financial statements.....Permanently**
- ☐ **General ledgers .....Permanently**
- ☐ Invoices – sales .....Four (4) years
- ☐ Invoices – purchases .....Four (4) years
- ☐ Invoices – paid.....Six (6) years
- ☐ **Income tax returns .....Permanently**

Business Records*

- ☐ **Stock and bond records.....Permanently**
- ☐ **Articles – legal, accounting, incorporation, etc. .....Permanently**
- ☐ **Contracts and agreements .....Permanently**
- ☐ **Minutes .....Permanently**
- ☐ **Trademark registrations, patents and copyrights .....Permanently**

Personnel Records*

- ☐ Accident reports and injury claims .....Seven (7) years
- ☐ **Insurance policies .....Permanently**
- ☐ COBRA records.....Three (3) years
- ☐ Benefit plans .....Four (4) years
- ☐ **OSHA Medical .....Thirty (30) years**
- ☐ OSHA Training files.....Three (3) years
- ☐ Personnel related files.....Six (6) years
- ☐ **Building plans.....Permanently**
- ☐ Payroll journal .....Six (6) years

- ☐ Time cards .....Four (4) years

Out of the 34 items listed above 15 have to be kept permanently and one for 30 years.

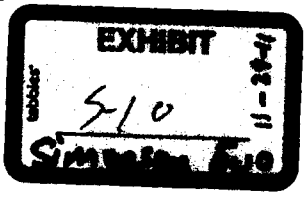
The storage fee per month for a standard box is 35 to 50 cents, because of out locator system for each box we plan to charge 50 cents for a standard box. The basement has an actual capacity of 440,000 boxes.

B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARE SUBSCRIPTION AGREEMENT



SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215

Attention: Randall Simonson, President

Subscription. The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

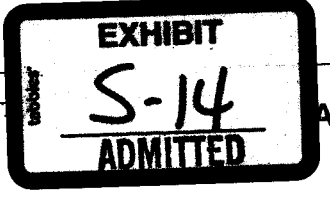
This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 50,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this



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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 14 day of June, 2007

50,000
(No. of Class A Shares Subscribed for)

50,000 X $ 4.25 = 212,500
No. Class A of Shares (Price Per Share) Total Subscription Price

100 (No. of Shares Paid for) 49,900 (Balance of Shares)

If the purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

JEFF LE BOSS
Please Print Names

[redacted]
Social Security Number(s)

Jeff Le Boss
Signature of Purchaser(s)

[redacted]

[redacted]
Date of birth

Address [redacted] AZ [redacted]
Zip code

JLeBoss@[redacted]
email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

State of Organization

Name:

Title:

Address

Date:

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 14 day of June, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

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SUBSCRIPTION AGREEMENT **SEED CORPORATION**

In witness whereof, the Purchaser has executed this Subscription Agreement this 14 day of JUNE, 2007

50,000
(No. of Class A Shares Subscribed for)

50,000 (No. Class A of Shares) X $ 4.25 (Price Per Share) = 212,500 (Total Subscription Price)

100 (No. of Shares Paid for) 49,900 (Balance of Shares)

If the purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

JEFF LE BOSS
Please Print Names

[redacted]
Social Security Number(s)

Jeff Le Boss
Signature of Purchaser(s)

[redacted]

[redacted] Address [redacted] AZ [redacted]
Date of birth Zip code

JLeBoss@NY-YanKees.NET
email address

EMILY R. CAMILLO
JEFFERY K. LE BOSS
[redacted] AZ [redacted]

11-4288/4286
1210
0473430759
Date 7/14/07

3004

Pay to the Order of SEED CORPORATION $ 425.00/cents

FOUR HUNDRED & TWENTY FIVE ---- Dollars

Wells Fargo Bank, N.A.
California
wellsfargo.com

Jeff Le Boss

Memo

⑈121042882⑈ [redacted] 0759⑈ 3004

SUBSCRIPTION ACCEPTED AND AGREED TO this 14 day of JUNE, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

NEED HOME PHONE SAME

CELL [redacted]

SEED CORPORATION

NONDISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT

This Nondisclosure, Non-Circumvention and Non-Competition Agreement (hereinafter referred to as the "Agreement") is made and entered into by and among S.E.E.D. Corporation, an Arizona corporation (hereinafter referred to as "SEED"), and Randall D. Simonson, its president and Jeff Le Bos an individual, a business, affiliates, employees, officers, directors, shareholders, principals, brokers, associates, clients and other representatives (hereinafter collectively referred to as "Confidant"). This agreement is entered into and acknowledged this 6 day of June, 2007 by the signatures of the parties hereto as signified by their respective signatures set forth below:

WITNESSETH THAT:

WHEREAS, Confidant does hereby represent and warrant that it has no interest in using any information it might hereby obtain to circumvent or compete against S.E.E.D. Corporation ((SEED); and

WHEREAS, Confidant and SEED do hereby acknowledge, admit and confess that the non-competition aspects of this Agreement are ancillary to the otherwise enforceable nondisclosure and non-circumvention aspects of this Agreement; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that this agreement contains reasonable limits as to time, geographical area and scope of activity to be restrained; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that any restraints imposed upon Confidant are not greater than is necessary to protect the goodwill and/or other interests of SEED; and

WHEREAS, SEED desires to provide Confidant with access to the subject information, but also desires that the information and records remain confidential and that Confidant not use any such information to circumvent or compete against SEED, or disseminate any such information to any third party or entity to enable them to circumvent or compete against SEED; and

WHEREAS, Confidant and SEED are entering into this Nondisclosure, Non-Circumvention and Non-Competition Agreement to evidence their understanding, agreements and covenants with respect to the examination of information which is to be disclosed by SEED; and

WHEREAS, Confidant and SEED do hereby agree that the recitations contained herein are contractual in nature and not mere recitations of fact:

NOW, THEREFORE, for and in consideration of the premises, recitations, agreements and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, admitted and confessed, SEED and Confidant do hereby agree as follows:

1. Confidant hereby acknowledges, admits and confesses that all of such covenants and agreements are necessary for the protection of the business of SEED and their information, and that any violation of the terms hereof by Confidant will result in irreparable harm to SEED and that any losses or damages resulting to SEED and/or its customers and suppliers from any breach of such agreements by Confidant may not be susceptible of determination, and that as a result, SEED may not have an adequate remedy at law for the redress of any such violation, and shall be entitled to injunction or other equitable relief without being required to post any bond. In the event, a court of competent jurisdiction nonetheless requires such a bond, it is expressly agreed that it shall not be required to be in an amount greater than fifty dollars ($50.00).

Initials _____ _____

2. Confidant hereby acknowledges, admits and confesses that all of the covenants and agreements contained herein are necessary for the protection of their business, contacts, customers, clients, and potential purchasers, and that any violation of the terms hereof may result in losses or damages which may not be readily susceptible of determination. Consequently, Confidant hereby acknowledges, admits and confesses that it shall be liable to SEED, at SEED's sole and exclusive option, to liquidated damages in an amount equal to fifty-one percent (51%) of the consideration (whether in cash, interest(s), property or otherwise) acquired by Confidant in violation of the terms hereof.

3. Confidant and SEED affirm that the association and relationship between SEED and Confidant is one of trust and confidence and that such association and relationship would not have been offered or otherwise continued but for the fact that such trust and confidence had been reposed by SEED in Confidant. In view of said association and relationship, Confidant hereby promises and agrees that during said association and relationship and continuing for a period of twenty-four (24) months from the termination of said association and relationship, Confidant shall not in area of market coverage on behalf of anyone other than SEED, solicit or divert, or take away or attempt to take away from SEED or any of its affiliates, any customer or client of any of them with a competitive product, service or technology.

4. Unless otherwise agreed by SEED in writing, Confidant agrees that upon completion of its review of SEED's information and business records, Confidant will immediately surrender to all originals and all copies made of any of SEED's Information (confidential or otherwise), computer disks, cassettes, video cassettes, compact disks, papers, notes, documents, agreements, writings, software, equipment and other property given to Confidant or coming into Confidant's possession by, through, or as a result of its review of SEED's records. Confidant further expressly agrees, understands and acknowledges that, for purposes of this Agreement, all such materials are at all times the sole and exclusive property of SEED.

5. The failure of SEED to insist upon strict compliance by Confidant with one or more covenants and restrictions contained herein, whether on one or more occasions, shall not be construed as a waiver, nor shall such a course of action deprive SEED of the right thereafter to require strict compliance herewith. If the parties hereto waive any of the conditions, terms or provisions contained herein, or any of the duties or obligations of the other party hereunder, such waiver shall be effective only if in writing and signed by the party waiving any such item.

6. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, including, but not limited to, an action for injunctive relief and/or a suit for damages, SEED shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

7. The rights and remedies set forth in this Agreement are cumulative of all other rights and remedies existing at law or in equity, and shall not be deemed to deprive SEED of any such other legal or equitable right or remedy, by judicial proceedings or otherwise, necessary or appropriate to enforce the terms, provisions, conditions and covenants contained in this agreement, or the employment of any remedy hereunder, or otherwise, and shall not prevent the concurrent or subsequent employment of an other appropriate remedy or remedies.

8. If any agreement or restrictive covenant contained herein should be held by any court or other legal authority to be void or unenforceable in any respect, then this Agreement shall thereby be amended (without the need for any action by the parties) so as to bring it into conformity with applicable law. In other words, the matter which is adjudicated to be void or unenforceable shall be modified or severed out of this Agreement, and the other terms of this Agreement shall continue to be in full force and effect and govern the rights and obligations of the parties hereto.

Initials J. C _____ _____

9. No waiver, modification or amendment of the terms of this Agreement shall be of any force or effect unless made by an instrument in writing and executed by all parties hereto.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, AS. IN THE EVENT THAT ANY DISPUTE ARISES HEREUNDER, IT IS SPECIFICALLY STIPULATED THAT THE RIGHTS AND DUTIES OF THE PARTIES HERETO, AND THE VALIDITY, CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE INTERPRETED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ARIZONA AND THE UNITED STATES OF AMERICA.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, IN THE EVENT OF A DISPUTE ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE PARTIES HERETO IRREVOCABLY AGREE AND CONSENT IN ADVANCE TO ANY NECESSARY TRANSFERS OF VENUE, SO THAT VENUE FOR ANY SUCH DISPUTE SHALL LIE IN ANY COURT OF COMPETENT JURISDICTION IN ARIZONA.

DATE: 6-6-01

ACCEPTED BY:

Randall D. Simonson, President
S.E.E.D. Corporation

4049 Presidio
Mesa, Arizona 85215

Individual signature

[redacted]

Street Addresses

[redacted] AL [redacted]

City State Zip

Tel: [redacted]

E-Mail: _____

Corporate acknowledgement (Name)

Authorized Signature for the Corporation

Title

Street Address

City State Zip

Tel: _____

Fax: _____

TOM HAMM

B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215

Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 1000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and

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FILE #8228

deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding

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obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

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Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this

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transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 25th day of July, 2007

10,000	X	$4.25	=	$42,500.00
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
2353		$10,000.25		$32,499.75
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☒ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as

☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Thomas A. Hamm + Linda Hamm JTWROS

Please Print Names as they are to be listed on the stock certificate

Linda Hamm
Signature of Purchaser

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

AZ
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

linda953@[redacted]
Email Address

tahamm@[redacted]

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

State of Organization

Name:

Title:

Address

Date:

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 30 day of July, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

B-1

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SUBSCRIPTION AGREEMENT

ACC002878
FILE #8228

SEED CORPORATION

In witness whereof, the Purchaser has executed this Subscription Agreement this 25th day of July, 2007

10,000 (No. of Shares Subscribed for)	X	$4.25 (Price Per Share)	=	$42,500.00 (Total Subscription Price)
2353 (No. of Shares Paid for)		$10,000.25 (Amount of Paid for Shares)		$32,499.75 (Balance of subscribed shares)

Check one of the following if the purchaser is an

_ INDIVIDUAL, if purchased as ☒ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as
_ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Thomas A Hamm & Linda Hamm JTWROS

Please Print Names as they are to be listed on the stock certificate

Linda Hamm
Signature of Purchaser

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

AZ
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

linda953@[redacted]
Email Address

If the Pu

Name or

By:

Name:

Title:

Date:

SUBSCR

SEED C

By:
Rand

B-1

COPYR
CONFI

LINDA HAMM
[redacted] AZ [redacted]

Genworth Financial

102
53-283/113

Date

Pay to the order of Seed Corporation $4993.75

forty nine hundred ninety three and 75/100 Dollars

1175 shares

GE SECURE ACCESS ACCOUNT
PAYABLE THRU STATE STREET BANK & TRUST
BOSTON, MA 02101
STATE STREET, QUINCY

NOT VALID FOR LESS THAN $100.00

For Linda Hamm

⑆011302836⑆0102 [redacted] ⑈300

CHARLAND LIBERTY

LINDA HAMM
[redacted] AZ [redacted]

91-7244/3221

1886

2007

Pay to the order of Seed Corporation $5006.50

five thousand six and 50/100 Dollars

1175 shares

INSPIRATIONS BY KATHY DAVIS
©KATHY DAVIS DESIGNS

ARIZONA CENTRAL CREDIT UNION
6901 W. BELL ROAD
GLENDALE, ARIZONA 85308

For Linda Hamm

⑆322172441⑆1886⑈[redacted]2138⑈

PRIVATE PLACEMENT MEMORANDUM
CONFIDENTIAL NO. _____

SEED CORPORATION

538,774 SHARES OF CLASS A COMMON STOCK

AND

WARRANTS TO PURCHASE 404,082 SHARES OF CLASS A COMMON STOCK

SEED Corporation, an Arizona corporation (the "Company"), has no significant operations currently, but intends to develop and acquire environmentally friendly "Green" real estate-based income producing properties and developments, commercial projects and products. The Company owns all of the issued and outstanding membership interests in Fiesta Mesa Self Storage LLC which intends to develop a self storage and document storage facility in Mesa, Arizona. See "DESCRIPTION OF BUSINESS."

From June 1, 2007 through September 5, 2007, the Company sold an aggregate of 538,774 shares of its Class A Common Stock, no par value per share (the "Shares"), to a total of forty-five (45) investors (the "Investors"). See "TERMS OF THE OFFERING – Profile of Investors." For each Share purchased by an Investor, the Company issued such Investor warrants to purchase additional Shares as follows (the "Warrants"): a Warrant to purchase .5 (one-half) Shares at an exercise price of $4.50 per Share for a period of nine (9) months from the time of original purchase of the Shares; and (2) a second Warrant to purchase .25 (one-quarter) Shares at an exercise price of $4.75 per Share for a period of eleven (11) months from the original purchase of the Shares. Pursuant to this Private Placement Memorandum (the "Memorandum"), the Company is offering the Investors who are Accredited Investors the right to (i) reaffirm their initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm their initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company, or (iii) rescind their initial investment and receive a return of the full subscription price paid without interest., all on the terms and subject to the conditions set forth in this Memorandum. See "TERMS OF THE OFFERING." Such offer is made only to the Investors and not to any other person.

THIS OFFERING INVOLVES SUBSTANTIAL RISKS. THE SHARES ARE SPECULATIVE SECURITIES THAT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY JURISDICTION. ALL INVESTORS WILL BE REQUIRED TO MAKE REPRESENTATIONS WITH RESPECT TO THEIR NET WORTH OR INCOME AND TO REPRESENT, AMONG OTHER THINGS, THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS OF THIS OFFERING. TRANSFERABILITY OF SHARES IS SUBJECT TO SUBSTANTIAL RESTRICTIONS. NO ORGANIZED TRADING MARKET FOR THE SHARES EXISTS OR IS EXPECTED TO DEVELOP. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. SEE "SUITABILITY STANDARDS," "RISK FACTORS" AND "RESTRICTION ON TRANSFER OF SHARES."

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Private Placement Memorandum is October 30, 2007.

COMPLETED SUBSCRIPTION DOCUMENTS SHOULD BE RETURNED TO FENNEMORE CRAIG, P.C. AT THE FOLLOWING ADDRESS:

Fennemore Craig, P.C.
Attention: Robert Pasionek
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012

THIS MEMORANDUM HAS BEEN PREPARED FOR DISTRIBUTION TO A LIMITED NUMBER OF INVESTORS FOR THEIR CONFIDENTIAL USE SOLELY TO ASSIST THEM IN EVALUATING THE OFFER MADE HEREBY. THE CONTENTS OF THIS MEMORANDUM MAY NOT BE DISCLOSED TO ANYONE (OTHER THAN THE INVESTORS' LEGAL COUNSEL, ACCOUNTANTS AND ADVISORS) WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. IN ADDITION TO THIS MEMORANDUM, AN INVESTOR SHOULD CAREFULLY READ THE SUBSCRIPTION DOCUMENTS. A PERSON WHO DOES NOT COMPLETE THE SUBSCRIPTION DOCUMENTS AND RETURN THEM TO FENNEMORE CRAIG, P.C. ON OR BEFORE NOVEMBER 30, 2007 WILL BE DEEMED TO HAVE ELECTED HIS RIGHT OF RESCISSION OFFERED HEREBY.

INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS AS INVESTMENT, LEGAL OR TAX ADVICE. IN ORDER TO FULLY AND EFFECTIVELY PROTECT HIS BEST INTEREST, EACH INVESTOR SHOULD CONSULT HIS OWN ATTORNEY, ACCOUNTANT AND/OR OTHER ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS PRIOR TO MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SHARES.

NO GENERAL SOLICITATION WILL BE CONDUCTED AND NO OFFERING LITERATURE OR ADVERTISING IN WHATEVER FORM WILL OR MAY BE EMPLOYED IN THIS OFFERING, EXCEPT FOR THIS MEMORANDUM (INCLUDING AMENDMENTS AND SUPPLEMENTS HERETO), THE EXHIBITS HERETO AND DOCUMENTS SUMMARIZED HEREIN OR DELIVERED HEREWITH. NO UNDERWRITER, DEALER OR SALES REPRESENTATIVE HAS BEEN ENGAGED BY THE COMPANY IN CONNECTION WITH THIS OFFERING. FURTHER, NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS OFFERING OR WITH RESPECT TO THE SHARES OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM AND IN THE SUBSCRIPTION DOCUMENTS (INCLUDING AMENDMENTS AND SUPPLEMENTS THERETO), AND, IF GIVEN OR MADE, SUCH INFORMATION, REPRESENTATIONS OR WARRANTIES MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THE INFORMATION IN THIS MEMORANDUM REPLACES ANY AND ALL INFORMATION PREVIOUSLY PROVIDED OR MADE AVAILABLE TO INVESTORS WITH RESPECT TO THE COMPANY OR AN INVESTMENT IN THE COMPANY'S SECURITIES.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF ANY OFFER TO BUY, ANY SECURITIES OTHER THAN THE SECURITIES TO WHICH IT RELATES OR AN OFFER TO, OR SOLICITATION OF, ANY PERSON IN ANY JURISDICTION WHERE SUCH AN OFFER OR SOLICITATION WOULD BE UNLAWFUL. NEITHER DELIVERY OF THIS MEMORANDUM NOR ANY SALES MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

DURING THE COURSE OF THE OFFERING AND PRIOR TO SALE, EACH INVESTOR AND HIS INVESTMENT ADVISOR(S), IF ANY, ARE INVITED TO ASK QUESTIONS OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, THE BUSINESS AND OPERATIONS OF THE COMPANY, AND ANY OTHER MATTER DISCUSSED IN THIS MEMORANDUM, AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH IN THIS MEMORANDUM.

INVESTORS OR ADVISORS HAVING QUESTIONS OR DESIRING ADDITIONAL INFORMATION SHOULD CONTACT THE COMPANY AT THE FOLLOWING ADDRESS AND TELEPHONE NUMBER:

SEED Corporation
Attention: Mr. Randall Simonson
4049 E. Presidio Street, #101
Mesa, Arizona 85215
(480) 374-7400

THIS MEMORANDUM CONTAINS SUMMARIES OF CERTAIN DOCUMENTS BELIEVED TO BE ACCURATE, BUT REFERENCE IS HEREBY MADE TO THE ACTUAL DOCUMENTS FOR COMPLETE INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES THERETO. COPIES OF SUCH DOCUMENTS ARE AVAILABLE AT THE OFFICES OF THE COMPANY AND ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE ACTUAL DOCUMENTS. ALL DOCUMENTS RELATING TO THIS INVESTMENT WILL BE MADE AVAILABLE TO THE INVESTOR AND HIS INVESTMENT ADVISOR(S) UPON REQUEST.

For residents of Arizona, California, Illinois, Louisiana, Massachusetts, Oklahoma, Texas, Wisconsin and West Virginia :
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 RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION 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.

For residents of Florida:

THE UNITS REFERRED TO HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE HOLDER IN A TRANSACTION EXEMPT UNDER § 517.061 OF THE FLORIDA SECURITIES ACT. THE UNITS HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL FLORIDA RESIDENTS SHALL HAVE THE PRIVILEGE OF VOIDING THE PURCHASE WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER, OR AN ESCROW AGENT OR WITHIN THREE DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER.

For residents of Nevada:

THESE SECURITIES REPRESENTED IN THE OFFERING DOCUMENTS OR SUBSCRIPTION DOCUMENTS ARE BEING SOLD PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION AND QUALIFICATION PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH THE REGISTRATION OR QUALIFICATION PROVISIONS OF APPLICABLE FEDERAL AND STATE LAWS OR APPLICABLE EXEMPTIONS THEREFROM.

No securities will be sold in New York at any time.

Forward Looking Statements

This Memorandum contains forward-looking statements that involve risks and uncertainties, many of which are beyond the Company's control. These statements relate to future events or the Company's future financial performance. All statements, other than statements of historical facts included in this Memorandum, regarding the Company's strategy, future operations, financial position, projected costs, prospects, plans and objectives of management are forward-looking statements. In some instances, you can identify forward-looking statements by terminology including "may," "could," "should," "will," "expect," "plan," "intend," "believe," "anticipate," "predict," "continue," "potential," or "opportunity," the negative of these terms or other comparable terms.

Forward-looking statements in this Memorandum are only predictions. Actual events or results may differ materially. In evaluating these statements, you should specifically consider various factors, including the risks described above and in any other parts of this Memorandum. These factors may cause the Company's actual results to differ materially from any forward-looking statement.

Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, it cannot and does not guarantee future results, performance or achievements. All forward-looking statements speak only as of the date of this Memorandum. The Company is under no duty to update any of the forward-looking statements after the date of this Memorandum to conform them to actual results or to changes in expectations.

THIS MEMORANDUM IS NOT, AND UNDER NO CIRCUMSTANCES IS IT TO BE CONSTRUED AS, A PUBLIC OFFERING TO SELL, OR PUBLIC SOLICITATION OF ANY OFFER TO BUY, THE SHARES. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE SHARES IN ANY STATE OR OTHER JURISDICTION IN WHICH, OR TO ANY PERSON TO WHOM, IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

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MEMORANDUM SUMMARY

The following summary of certain information contained in this Memorandum is not complete. This summary is qualified in its entirety by the more detailed information appearing elsewhere in this Memorandum. Investors must read the entire Memorandum and the exhibits. The Shares offered hereby are speculative and involve a high degree of risk. See "RISK FACTORS." References in this Memorandum to "we," "our," and "us" refer to SEED Corporation, an Arizona corporation. References to "investors," "you," and "your" refer to the individuals to whom we have provided this Memorandum.

The Company

SEED Corporation, an Arizona corporation (the "Company"), has no present income from operations, but is in the process of developing the Fiesta Mesa Self Storage and Document Storage facility. The Company is also in the process of analyzing the potential acquisition of additional income producing properties or facilities. All such potential property or facility acquisitions will be built or converted to be environmentally friendly and "Green" where financially feasible, but in all cases, such properties will only be acquired or developed by the Company if the Company expects that such prospective property acquisitions or developments will be profitable ventures that are likely to provide growth in equity and/or likely to generate mid-term positive cash flow for the Company. The Company owns all of the issued and outstanding membership interests in Fiesta Mesa Self Storage LLC which intends to develop a self storage and document storage facility in Mesa, Arizona. See "DESCRIPTION OF BUSINESS – Fiesta Mesa Facility."

The Offering

The Offering: Pursuant to this Memorandum, the Company is offering the Investors who are Accredited Investors the right to (i) reaffirm their initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm their initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company, or (iii) rescind their initial investment and receive a return of the full subscription price paid without interest, all on the terms and subject to the conditions set forth in this Memorandum. Investors who are not Accredited Investors will be required to elect the rescission option of the Investment Election form. See "TERMS OF THE OFFERING"

The Company requires additional funds in order to continue operations. The Company intends to seek up to $5,000,000 of equity financing, including the equity investment of Investors that remain as investors in the Company, through an additional offering of its Class A Common Stock to commence after the date of this Memorandum. For that additional offering, shares will be offered at a price of $5.00 per share, for a total of up to 1,000,000 shares. In addition, for each 10,000 shares purchased by an investor, that investor will receive warrants to purchase 5,000 additional shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original share purchase.

Offering Expiration Date: November 30, 2007

Risk Factors: Investors should carefully consider the factors listed under the heading "RISK FACTORS."

Investment Election

All Investors must complete and execute the Investment Election indicating their intention to do one of the following: remain as shareholders of the Company at the level of shares currently paid for, remain as shareholders of the Company and remit additional funds to the Company in order to obtain the number of shares originally subscribed for, or rescind their share purchases. Investors electing to remain as shareholders, whether at the amount paid for or at the amount subscribed for must also complete and execute the Subscription Agreement, indicating

their desired level of participation. In addition, Investors electing to remain as shareholders must complete and execute the Investor Questionnaire unless they have previously executed and delivered to Fennemore Craig, P.C. an Investor Questionnaire in the form attached. All completed forms must be delivered to Fennemore Craig, P.C., Attention Robert Pasionek, 3003 North Central Avenue, Suite 2600, Phoenix, Arizona 85012 on or before November 30, 2007. If an Investor fails to complete and return an Investment Election, and, if applicable, a properly completed Subscription Agreement and Investor Questionnaire, by such date, he shall be deemed to have elected to rescind his share purchase. In the event an Investor has not previously paid the full purchase price for Shares, and such Investor desires to purchase the number of Shares originally subscribed for, such Investor must include full payment for the Shares subscribed for with the Subscription Agreement. Investors who are not Accredited Investors will be required to elect the rescission option of the Investment Election form. See "TERMS OF THE OFFERING – Investment Election." SUBJECT TO ACCEPTANCE OF AN INVESTOR'S SUBSCRIPTION FOR SHARES BY THE COMPANY, AN INVESTOR'S EXECUTION OF THE SUBSCRIPTION AGREEMENT WILL CONSTITUTE SUCH INVESTOR'S AGREEMENT TO THE TERMS AND CONDITIONS OF THE SUBSCRIPTION AGREEMENT.

The Company will advise an Investor of its acceptance or rejection of the subscription as promptly as practicable after receipt, but in no event later than 30 days after receipt. A subscription is not subject to withdrawal by an Investor. Not later than December 31, 2007, the Company will forward to Investors stock certificates (and warrants, if applicable) or rescission proceeds, as the case may be; provided, however, that if a significant number of Investors seek rescission, there will likely be some delay in returning proceeds as the Company seeks operating cash flow or additional financing. See "RISK FACTORS."

DESCRIPTION OF BUSINESS

The Company is an Arizona "C" corporation incorporated on April 18, 2007. The Company was formed by Randall and Marilyn Simonson with the primary business purpose of developing and acquiring environmentally friendly "Green" real estate-based income producing properties and developments, commercial projects and products. Prior to the inception of the Company, through many years of research, planning and engineering, the Simonsons began the development of the Fiesta Mesa Self Storage project, a Class "A" self storage and document storage facility in Mesa, Arizona (the "Fiesta Mesa Facility"). The Simonsons formed Fiesta Mesa Self Storage LLC ("Fiesta Mesa") on May 9, 2007 to develop and own the Fiesta Mesa Facility. On October 29, 2007, the Company purchased all of the issued and outstanding membership interests in Fiesta Mesa, which is an Arizona limited liability company, from the Simonsons in exchange for an immediate cash payment of $1.00 plus an additional $1,000,000 to be paid to the Simonsons upon issuance of the Certificate of Occupancy for the Fiesta Mesa Facility by the City of Mesa, Arizona. All equity investments previously made by the Company in Fiesta Mesa were credited to the account of the Company. See "DESCRIPTION OF BUSINESS – Fiesta Mesa Facility" and "RISK FACTORS."

While the proposed Fiesta Mesa Facility is the Company's current "flagship" project, it is only one of many the Company intends to develop, assemble or acquire to build stockholder value. Others include the development of a document and file location and retrieval system utilizing radio frequency identification technology and the Company's position in the Consortium (as defined below).

A strategic alliance has been forged between the Company, Alter-Air Corporation and ETA Engineering, Inc., whereby the companies have entered into a non-binding letter of intent agreeing to exchange a certain number of shares of stock in the future. This strategic alliance is referred by its members as the "Consortium". The Consortium was assembled by the Company for the purpose of combining the Consortium members' products, services and technologies into a packaged beneficial offering to green developers. The Company will receive sales commissions on sales of other Consortium members' products and services that the Company initiates. ETA Engineering, Inc. is an Arizona-based corporation specializing in the engineering, manufacture and sales of solar power generation and renewable energy systems and equipment. Alter-Air Corporation is an Arizona-based manufacturer of a patented, non-Freon and non-compressor air conditioning system.

Fiesta Mesa Facility

The Fiesta Mesa Facility will be constructed of energy efficient, environmentally friendly materials and components that represent today's leading-edge innovations in green building and sustainable energy technologies. To maximize the energy efficiency of the Fiesta Mesa Facility, special exterior panels will be incorporated that have many times the insulation value over conventional building panels. The solar power generation system will provide both high and low voltage electricity for the facility. Low voltage lighting will be used throughout, not only reducing the direct power demand, but also almost eliminating the excessive heat generated by conventional lighting products. The low voltage lights incorporate the latest advances in LED lighting technology and have a life in excess of 20 years. It is anticipated that the Fiesta Mesa Facility will produce a surplus of electrical power which will be sold back to the power utility. There is a possibility that the Company's use of these environmentally-friendly technologies in the construction and operation of the Fiesta Mesa Facility may qualify the Company for certain tax credits from the Internal Revenue Service. The Company intends, if it does not have sufficient taxable income to make valuable economic use of these credits, to sell the credits for pecuniary gain or to distribute the credits to affiliates of the Company, as permitted by statute.

Fiesta Mesa's record storage and file management business segment will be located in a 24 foot tall basement, which will further add to the overall energy efficiency and savings. While basement construction is becoming more popular in this industry, it also offers special benefits for the Fiesta Mesa Facility. Record storage revenues are cubic foot driven, unlike the self storage segment that only generates revenue by the square foot.

It is anticipated that Fiesta Mesa's record storage and file management segment will generate more revenue from the basement than that generated from the entire three above-ground floors of public self storage. There is a substantial market gap in the record storage and file management industry in the Phoenix, Arizona market. There are two major types of record storage offered; the first is bulk, dead-storage of cartons of files, and the second is Fiesta Mesa's target market which is a secure record storage with full and immediate retrieval ability. The greater market gap is in the latter.

Fiesta Mesa intends to use a carton location system that is at the cutting-edge of the document storage industry. Fiesta Mesa has contracted with Integrated Network Solutions LLC ("Integrated Network Solutions") to develop a system using radio frequency tags combined with a wireless location and computer indexing system. This insures the instant retrieval of customer's critical documents even if misplaced. The biggest problem noted by surveyed customers was the speed and accuracy of record box retrieval upon request, which often takes as long as two weeks. This is an excessive amount of time compared to Fiesta Mesa's one hour in-house retrieval guarantee.

Fiesta Mesa's record file storage targeted customers will consist of law firms, radiology labs, CPAs, physicians, title companies and many additional professionals and industries that require fast access to their securely stored files. The secure retention and retrieval of these clients' documents are often required by state and federal agencies. Fiesta Mesa is going one step further in its phase-two service by offering individual document file location and retrieval. This is accomplished by placing a radio frequency locator and identification tag on individual files within document cartons. Fiesta Mesa has already received an indication of interest from customers for over 30,000 cartons of document storage. Until the Fiesta Mesa Facility is complete, an additional 4,800 sq. ft. space has been leased by the Company in the same building as the Company's corporate office to accommodate current orders. This record and file storage location will become the Fiesta Mesa's "showcase" record and file storage location and training center.

Fiesta Mesa has purchased a 1.5 acre parcel located at 1104 South Extension Road, Mesa, Arizona (the "Fiesta Mesa Property"), has preliminary design approval for the Fiesta Mesa Facility from the City of Mesa, Arizona, rezoning is complete, engineering plans for the Fiesta Mesa Facility are in the final stages of completion, the custom designed Alter-Air Corporation air conditioning units have been ordered and are being built, the RFID portion of the RFID-Radar file location and identification system is substantially complete, and the solar power system engineering is well in progress.

The Consortium

The Consortium members are unified in promoting and offering a combined product and service portfolio to each member's clients and prospective clients. Consortium members must comply with the highest level of green building practices, as defined by the guidelines published by Leadership in Energy and Environmental Design (LEED®), the foremost green building code certification body in the USA. The Consortium members have entered into a non-binding letter of intent to exchange a certain number of shares of stock in the future. The Consortium members will receive sales commissions on sales of other Consortium member's products and services that they initiate.

Consortium Members

Alter-Air Corporation has developed and patented an air conditioning system that can be powered by photovoltaics. Their 5-ton equivalent system doesn't need Freon or a compressor and can run on less electricity than a handheld 1800 watt hair dryer. This is an important factor in qualifying for a $1.80 per square foot energy-efficiency federal tax deduction on a building.

ETA Engineering, Inc. ("ETA") develops, engineers and markets photovoltaic systems and components. This includes the controls, grid-tie equipment, inverters, and additional patented products for photovoltaic systems. ETA exclusively provides the essential equipment that drives the Alter-Air System. They employ some of the very best engineers in the business and are the largest distributor of panels for solar power in Arizona. They have been in business for 15 years and supply approximately 40% of the solar products used in Arizona through their sales subsidiary, Dependable Solar Products.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Fiesta Mesa's Business

The 124,800 square foot Fiesta Mesa self storage and record file storage business is divided into two distinct profit centers: public self storage and record file storage with document management services.

Fiesta Mesa's Self Storage Business

The three above-ground floors of the Fiesta Mesa Facility will initially open as self storage but are designed to be easily converted to record file storage when warranted. The 96,000 square feet available for self storage will be 100% climate controlled and will be substantially comprised of clients on month-to-month storage agreements. Of the 96,000 gross square feet in the three above ground floors, there will be approximately 68,950 square feet available for billable storage, the balance of which will be utilized by common hallways, elevators and stairs, and the business office-lobby.

The Fiesta Mesa Facility location was specifically selected due to the unique demographics, mainly, the lack of class A storage facilities in the market area and the current gross demand for 134,000 additional square feet of storage. Market demand statistics are quoted from a Market Analysis performed by Professional Self Storage Management, LLC ("Professional Self Storage Management"), a leading authority in the self storage industry. Additional selection criteria included the increased population density that will result from the construction of the new Fiesta Towers high-rise project, the expansion of the Banner Desert Medical Center and Mesa Community College, the close proximity to a major shopping mall and a market gap for small to mid-sized climate controlled units. The Market Analysis performed by Professional Self Storage Management disclosed there were only two main competitors in the Fiesta Mesa Facility's immediate trade area. Both facilities are older, class B storage facilities which are substantially filled to capacity. Neither of these competitors offers near the amenities and security as those of the proposed Fiesta Mesa Facility.

Fiesta Mesa will address the high demand and current shortage of small to mid-sized storage units. The smaller units cost slightly more to construct but the increased rent rate per square foot is much greater. Fiesta

Mesa's pricing is competitive, charging slightly less than local market rental rates. The following chart illustrates Fiesta Mesa's unit mix and the associated rent/revenue rate.

Fiesta Mesa Self Storage Stabilized Rent Schedule

Unit Size	Number of Units	Blend of Units	S.F. Per Unit	Total S.F.	Rent Per Sq. Ft.	Monthly Rent per Unit	Total Monthly Rent	Annual Rent
5X5	108	16.4%	25	2,700	$1.40	$35	$3,780	$45,360
5X10	63	9.6%	50	3,150	$1.35	$68	$4,253	$51,030
10X5	30	4.6%	50	1,500	$1.35	$68	$2,025	$24,300
10X10	245	37.2%	100	24,500	$1.30	$130	$31,850	$382,200
10X15	107	16.3%	150	16,050	$1.25	$188	$20,063	$240,750
10X20	104	15.8%	200	20,800	$1.10	$220	$22,880	$274,560
10X25	1	0.2%	250	250	$1.00	$250	$250	$3,000
Totals	658	100.0%		68,950			$85,100	$1,021,200

Square feet calculations do not include common areas and hallways

The design of the top three floors of the Fiesta Mesa Facility will be strengthened from a typical self storage load bearing factor of 125 pounds per square foot to 220 pounds per square foot. This will allow the top three floors to be converted to record and document storage in the future, which yields much higher revenue per square foot. Fiesta Mesa has negotiated the terms of a contract with Professional Self Storage Management to manage the self storage business, however, the contract has not yet been executed. The contract will be executed as soon as the Company needs the services of Professional Self Storage Management to set up and operate the self storage business. Under the terms of the proposed contract, Professional Self Storage Management will provide a comprehensive marketing program; on-site manager hiring; training and supervision; site operations policies and procedures; budgeting; cash flow management; statements and reporting; accounts payable and banking duties; payroll administration; insurance administration; site audits and a preventative maintenance program.

Fiesta Mesa's Record File Storage Business

The basement of the Fiesta Mesa Facility will be entirely dedicated to record file storage and document management. Fiesta Mesa will brand its record file storage business under the trade name of "Eco-Smart File Storage." An application to register this trade name has been submitted to the state of Arizona. Basic record file storage revenues are derived from a monthly, per record carton ("box") storage charge which is computed on the cubic foot displacement of the box. Record file service revenue results from customers requesting the retrieval of one or many boxes from archival storage. Additional revenues are expected to be derived from customer box pick up and delivery, the sale of cartons, supplies, insurance and certified document shredding.

Unlike the self storage business segment, where revenues are square-foot dependant, record file storage revenues are cubic-foot driven. To maximize the profit potential of the record file storage facility, high-density shelving and narrow order-picker lifts will be used. According to industry data obtained from The FileMan (FileManagers, Inc.), a leading document management business consulting firm, and PRISM International, the leading trade association and research organization for the data management industry, overall utilization of billable space can range from 45% to 70%. Fiesta Mesa's record file density is expected to net a 55% density factor.

The billable file storage area of the Fiesta Mesa Facility (the basement) is 312,000 cubic feet, which is only 55% of the gross cubic feet available at the facility. Full service record file storage rates average $0.58 per cubic foot, per month; therefore, if 100% of billable capacity is achieved, annual gross revenues from box storage and box services would be approximately $2,162,160. This equates to approximately 276,055 letter size boxes or 124,800 legal size boxes.

Fiesta Mesa is working with Integrated Network Solutions to create a portable, expandable, and inexpensive Web-based solution utilizing radio frequency identification ("RFID") technology for inventorying, tracking, and billing its box and file storage business. The system will seamlessly perform the following functions:

identify new boxes to be stored; create both barcode and RFID tags for boxes; store information as to location; update inventory; show movement within the Fiesta Mesa Facility; forward all transactions regarding an item to both an inventory database and accounting program; and allow client access to item information created by means of a Web-based interface. The RFID system is operational and the Company is currently performing test runs in order to assess the most effective way to implement the RFID system prior to its forthcoming full integration into the 4049 E. Presidio facility.

An additional technological feature of the Fiesta Mesa Facility will be the use of emerging RFID "radar" technology which will have the ability to pinpoint the exact location of a box or tagged file within inches. The secure RFID "radar" component is in the testing and evaluation phase of development, with anticipated integration into Fiesta Mesa's record file storage business during the first quarter of 2008. The custom RFID "radar" system is intended to allow Fiesta Mesa file storage employees to find a carton that may have been misplaced, or one that is buried in a pallet of record boxes. This feature is particularly useful when a client has a large number of boxes in the long-term archive section of the storage facility and has a need for rapid recovery and delivery. This is a premium service and will be billed to clients at a premium charge. Many clients will take advantage of the lower cost for long-term archival, but will pay up to $50 per box for rapid retrieval service. This is the technology that sets Fiesta Mesa far above its competitors.

Pre-marketing efforts began in July 2007 when Fiesta Mesa contracted with File By Design, which is an independent firm serving the record file and file shelving industry. Within thirty days File By Design indicated to the Company that it would be able to provide customers who needed the immediate storage of over 30,000 file boxes by Fiesta Mesa. Fiesta Mesa has secured 4,800 square feet of space at 4049 E. Presidio (the same building in which the Company's corporate office is located) to accommodate this order. Shelving, security systems and accounting software are being installed by Fiesta Mesa with an anticipated "open for business" date in November, 2007. The RFID file management system will be installed when ready. This location will become Fiesta Mesa's "showcase" record file storage location and training center. Initial customer feedback from File By Design indicates they expect to be able to deliver contracts for client file box storage at an intake rate of an estimated 50,000 per month. At this rate, it is possible that Fiesta Mesa could be at capacity in less than six months.

Fiesta Mesa's record file storage business will be managed by the Company's management team. These key personnel have limited experience in the record file and document storage business, but they will undergo intensive training from Cary McGovern of The FileMan (FileManagers, Inc.) and Andrews Software, Inc. Box handlers, data processors, customer service personnel and drivers will be carefully selected after a passing an in depth, professional background check and drug screen. All personnel with chain of custody responsibility will be bonded and HIPAA certified. Fiesta Mesa is a drug free work place and will enforce a thorough drug screening program which will meet or exceed that required for state and federal government trade.

Green Construction

The Fiesta Mesa Facility will be a State-of-the-Art, class "A" storage facility that will be constructed of energy efficient, environmentally friendly materials and components that represent today's leading-edge innovations in green building and sustainable energy technologies. To maximize the energy efficiency of the facility, special exterior panels will be incorporated which have many times the insulation value over conventional building panels. A solar power generation system will provide both the high and low voltage requirements for the Fiesta Mesa Facility. Special compressor-free and Freon-free air conditioning systems will be installed that use a fraction of the power that conventional systems use. Low voltage LED lighting will be used throughout most of the Fiesta Mesa Facility, not only reducing the direct power demand, but also almost eliminating the excessive heat generated by conventional lighting products. The facility will produce a surplus of electrical power, which will be sold back to the power utility.

Finance and Budgets

On October 29, 2007, the Company purchased all of the issued and outstanding membership interests in Fiesta Mesa, which is an Arizona limited liability company, from the Simonsons in exchange for an immediate cash payment of $1.00 plus an additional $1,000,000 to be paid to the Simonsons upon issuance of the Certificate of Occupancy for the Fiesta Mesa Facility by the City of Mesa, Arizona. See "DESCRIPTION OF BUSINESS." All

equity investments previously made by the Company in Fiesta Mesa were credited to the account of the Company. Fiesta Mesa was initially capitalized by Randall and Marilyn Simonson with $156,645 of which $40,000 was returned to Randall and Marilyn Simonson.

As of September 15, 2007, the Company invested $708,752 into Fiesta Mesa. This capital investment has been posted on the books of Fiesta Mesa as "member capital paid in", and on the Company's books as an "investment in Fiesta Mesa Self Storage, LLC". The only current business of Fiesta Mesa is to build and develop the Fiesta Mesa Facility and develop the RFID box location and billing system. Fiesta Mesa has disbursed approximately $609,947 for the following: to partially fund the Fiesta Mesa Property acquisition; the development of the RFID box location and billing system; to fund certain direct and indirect construction and project costs, and general company operating and organizational expenses; and to fund the leasing and preparation of the approximately 4,800 square foot space lease at 4049 E. Presidio, Mesa, Arizona. As of September 15, 2007, Fiesta Mesa had a cash balance of $255,450.

The following chart lists the cash outflows of Fiesta Mesa through September 15th, 2007.

Uses of Capital By Fiesta Mesa Self Storage LLC

Capital Construction Costs	$200,671
Furniture and Equipment	1,800
Land Acquisition Costs	271,368
Organization Expense	10,000
RFID Product Development & Equipment	65,000
Return of Equity to Randall and Marilyn Simonson	40,000
Professional Fees, Legal, Financial and IT	10,747
General Operating Expenses	1,086
Rent Expense	4,220
Repair and Maintenance	5,055
	$609,947

The construction budget for the Fiesta Mesa Facility is broken down into the following categories: Land Acquisition; Indirect Construction Costs; Off-Site Work; On-Site Work; Direct Construction Costs; Miscellaneous General & Administrative; Financing Costs and Interest Reserves; and Inspection and Cost Analysis. The following chart shows the construction budget, the capital disbursed and the budgeted amounts required to complete the project.

Fiesta Mesa Self Storage LLC Construction Budget and Disbursement Schedule

ITEM	BUDGET	PAID	BALANCE
Land Acquisition	$1,001,368	$271,368	$730,000
Indirect Construction	852,996	107,616	745,380
Off-Site Work	189,691	0	189,691
On-Site Work	808,848	0	808,848
Direct Construction	6,000,258	85,555	5,914,703
Miscellaneous General & Administrative	2,470,942	21,647	2,449,295
Financing Costs & Interest Reserves	1,348,000	7,500	1,340,500
Inspection/Cost Analysis	40,000	0	40,000
TOTAL	$12,712,103	$493,686	$12,218,417

The Fiesta Mesa Property was purchased substantially below what the Company's management believes to be the current market price of $2,100,000, as indicated in a comprehensive commercial property valuation analysis performed by Hearthside Realty, a well established real estate brokerage firm specializing in properties in the East Valley area of Phoenix, Arizona. The purchase price for the Fiesta Mesa Property was $967,000. To date $237,000 in cash has been paid to CA-Yes Investments, LLC, the seller, leaving a note due to the seller of $250,000. An additional interest only $480,000 first mortgage encumbers the Fiesta Mesa Property, leaving a total indebtedness with respect to the Fiesta Mesa Property of $730,000, plus accrued interest. Additional acquisition costs for the

Fiesta Mesa Property include $350 paid in title fees, $25,792 paid in interest on the seller's first mortgage, and $8,227 paid in county property taxes. In connection with the purchase of the Fiesta Mesa Property, the Company issued an option to Edward Soliz, a member of CA-Yes Investments, LLC, to purchase 50,000 shares of the Company's Class A Common Stock for a total of $5,000. Mr. Soliz has not yet exercised this option. See "DESCRIPTION OF CAPITAL STOCK – Certain Effects of Authorized but Unissued Stock."

Fiesta Mesa Land Acquisition Analysis

Market Value	$2,100,000
Purchase Price	$967,000
Disbursed	
Paid Seller	$237,000
Title Company Fees	350
Interest on First Mortgage	25,792
County Taxes	8,227
Total Disbursed	$271,369
Notes Due	
Due Seller	$250,000
Due on First Mortgage	480,000
Total Notes Due	$730,000
Current Equity @ Market	$1,370,000

The Company's management believes the combined as-is completed value of the Fiesta Mesa Facility will be $18,969,226. Fiesta Mesa is currently negotiating with three commercial lenders for a 24 month, interest only, construction loan for approximately 85% of cost. If a loan is secured under those terms, and Fiesta Mesa is credited with the increase in property equity between the purchase price and estimated market value, Fiesta Mesa's cash portion for the construction and remaining land acquisition may be as low as $779,497. However, as commercial capital markets have recently tightened up, and a lender's appraisal has not yet been performed, such proposed loan terms may not be extended as anticipated, therefore, Fiesta Mesa has budgeted for the full company cash portion of 25% of cost, less amounts paid, which is $1,387,500, if necessary. The following chart breaks down the anticipated construction loan amounts and components and assumes that the Company will be able to obtain a loan at 85% of cost.

Construction Loan

Total Project Cost	**$12,712,103**
Construction Loan at 85% of Cost	
Loan @ 85% of cost	10,805,288
Fiesta Mesa gross cash portion	$1,906,815
Less amounts paid in	
Construction	$282,318
Land	237,000
Credit – property equity to 75% ***	608,000
Total paid by Fiesta Mesa & credited	$1,127,318
Cash portion required by Fiesta Mesa	$779,497
***Property equity credit in excess of cost to 75%	
Property Value	$2,100,000
Loan to Value	x 0.75
Lendable amount	$1,575,000
Less amount due	$730,000
Less amount paid and credited	237,000
Total deductions to gross allowance	$967,000
Net property equity credit to Fiesta Mesa	$608,000

The value of Fiesta Mesa when the self storage business reaches stabilization (85% occupancy) and the record file business reaches its stabilization point (50% of net cubic feet) is estimated to be $29,674,000. The Company made this assumption by dividing the projected stabilized NOI (net operating income) of both storage business components by a capitalization rate of 7.0 (Estimated Value = NOI/Cap Rate).

Net operating income was determined by subtracting vacancy rates and operating expenses from estimated gross income. Operating expenses include the following items: advertising, insurance, maintenance, property taxes, property management, repairs, supplies, utilities, etc. Operating expenses does not include the following items: improvements, mortgage payments, income and capital gains taxes and loan origination fees. The following chart shows the projected income of both business components of Fiesta Mesa if they were both filled to the stabilization point and the Cap Rate calculation.

Estimated Value of Fiesta Mesa at Stabilization

	Monthly	Annual
NOI Self Storage	$43,952	$527,421
NOI Record File Storage	129,147	1,549,759
	$173,098	$2,077,180
Divided by Cap Rate (percentage)		0.07
Estimated Value		$29,673,994

Additional expenses will be incurred by Fiesta Mesa to the point where the business reaches stabilization. The Company's management estimates the stabilization point to be reached by Fiesta Mesa's record file storage business component in November 2008, and the self storage business component in July 2009.

USE OF PROCEEDS

The source of funds to repay those Investors who elect the rescission option will be the proceeds, if any, from the balance payable for subscriptions by Investors electing to reaffirm their initial investments pursuant to this offering, the Company's operations, and concurrent and future equity financings. The Company requires additional funds in order to continue operations. The Company intends to seek up to $5,000,000 of equity financing, including the amount invested by Investors who reaffirm their investment in the Company pursuant to this offering, through an

additional offering of its Class A Common Stock conducted concurrently with this offering. The net proceeds of the offering of up to $5,000,000 of Class A Common Stock, minus transaction expenses, will be used principally to repay those Investors who elect the rescission option, for the construction and development of the Fiesta Mesa Facility and its self storage and record file storage business, and for the Company and its future projects, emphasizing revenue capabilities. The funds raised in this and the concurrent offering are anticipated to fulfill a fifteen month budget.

The following table sets forth information concerning the estimated net proceeds to the Company from the offering of up to $5,000,000 of Class A Common Stock and assuming that no Investors elect to rescind their initial investment:

	Offering	Raised to Date	Offering Balance
Gross Offering Proceeds	$5,000,000	$1,236,708	$3,763,292
Offering Expenses	325,000	103,283	221,717
Net Proceeds	$4,675,000	$1,133,425	$3,541,575

The following table sets forth information concerning the Company's anticipated use of the estimated $4,675,000 of net proceeds from the offering of up to $5,000,000 of Class A Common Stock:

	Budget	Disbursed	Balance
The Funding and Acquisition of Fiesta Mesa Self Storage, LLC	$3,250,000	$708,751	$2,541,249
Corporate Operating Expenses	550,000	129,494	420,506
Officers Salaries	189,166	33,333	155,833
Equipment and Furniture Purchases	150,000	50,842	99,158
Additional Project Research, Analyses and Deposits	100,000	4,000	96,000
Working Capital	400,000	0	400,000
Other Corporate Uses	35,834	0	35,834
Total	$4,675,000	$926,420	$3,748,580

If the Company decides to increase the size of the additional offering of its Class A Common Stock, the Company will apply added proceeds to general working capital purposes. The Company's management will retain broad discretion in the allocation and use of working capital. Prior to their application, the proceeds of this offering will be invested in short-term interest-bearing securities or placed in interest-bearing deposit accounts.

The following table sets forth information concerning the Company's use of the estimated $3,250,000 budget for the funding of the Fiesta Mesa Facility.

	Budget	Disbursed	Balance
Capital Construction Costs, Not Financed	$1,642,554	$283,318	$1,359,236
Land Acquisition Costs, Not Financed	271,368	271,368	0
Self Storage Furniture, Vehicles and Equipment	152,500	1,800	150,700
RFID File Location Product Development & Equipment	215,000	65,000	150,000
Professional Fees, Legal, Accounting, Management, CPA	113,247	5,747	107,500
General Corporate Operating Expenses	75,000	10,546	64,454
Startup Overhead and Operating Expenses, Self Storage	575,000	0	575,000
Officers Salaries	75,000	5,000	70,000
Other Corporate Expenses	50,000	0	50,000
	$3,169,669	$642,779	$2,526,890

The Company projects that the net proceeds of the maximum offering, together with projected revenues from operations, will be sufficient to cover the Company's anticipated expenses for approximately 15 months. However, the Company may have misjudged the financial resources required to implement the Company's business plan, in which case the net proceeds of the maximum offering may be insufficient to cover expenses for 15 months, and there may be a need for additional capital. In order to meet the Company's need for capital after the end of that

15-month period, the Company intends to conduct additional offerings of equity securities. There can be no assurances that such additional offerings of equity securities can be completed on favorable terms, if at all.

RISK FACTORS

An investment in the Company's securities is a speculative, very high-risk investment. Only persons who can afford to lose their entire investment should invest. In light of the risk factors discussed below, these securities are only suitable for investors of substantial means who have no need for liquidity to the extent of their investment in the securities. The Company will not offer securities to any person unless he or she meets the minimum investment standard described in this Memorandum. Investment risks include – but are not limited to – the following:

Contingent Liabilities/Regulatory Risk. The Company may have contingent liabilities with respect to certain shares of common stock, and warrants to purchase shares of common stock, of the Company which have been sold by it to the Investors without registration under the Securities Act of 1933, as amended (the "Act"), in reliance on the exemptions from registration contained in Section 4(2) and Regulation D of the Act, which exemptions may not have been available for such sales. No actual litigation is pending or, to management's knowledge, threatened by or against the Company at this time.

The Company previously engaged CSL Breckenridge, LLC, the principals of which were an individual going by the name of Dr. Shawn Pierce, Ph.D. and his wife Lisa Pierce, to bring together the Company and the Consortium members and to put together the financial and corporate structure for the Company and the Consortium members. The Company recently found out that Dr. Shawn Pierce, Ph.D. is actually Karl Henry Rehberg and that Lisa Pierce is actually Helen Rehberg. Further, the Company recently found out that Karl Henry Rehberg and Helen Rehberg are wanted by the Federal Bureau of Investigation for alleged securities law violations in connection with the sale of unregistered securities, and they have been on the run from law enforcement since December 1998. Upon becoming aware of the true identity of Karl Henry Rehberg and Helen Rehberg and their alleged securities law violations, the Company immediately ended its relationship with the Rehbergs and CSL Breckenridge, LLC. CSL Breckenridge, LLC was previously granted options to purchase shares of stock in the Company. The Company's position is that any options held by the Rehbergs or CSL Breckenridge, LLC to purchase stock in the Company are void and will not be honored by the Company.

Lack of Operating History; Future Operating Results Uncertain. The operating history of the Company is limited and will not be representative of our future financial results. The Company was incorporated on April 18, 2007 and has limited assets and revenue to fund its operations. The Company has not generated any revenues from sales or operations. The operations of the Company are subject to all of the risks inherent in the establishment of a new business enterprise, including the absence of an extensive or successful operating history and the need to further develop a market for, and acceptance of, its services. The Company anticipates incurring operating losses during its initial phase of operation until sufficient revenues can begin. Its beginning focus will be on preparing the 4,800 square foot space at 4049 E. Presidio which the Company is leasing. There can be no assurance that the Company's efforts will be successfully completed or that its services can be successfully marketed, or that its services will be favorably accepted.

Prospective investors should consider the Company's prospects in light of the risks, expenses and difficulties frequently encountered by companies in the early stage of market development, and those utilizing renewable energy sources. Such risks include, but are not limited to, an evolving and unpredictable business model and the management of growth. To address these risks the Company must, among other things, obtain a customer base, and then maintain and increase its customer base, implement and successfully execute its business and marketing strategy, continue to develop and upgrade its technology and transaction-processing systems, provide superior customer service and order fulfillment, respond to competitive developments, enter into strategic relationships, and attract, retain and motivate qualified personnel. The Company may not be successful in addressing such risks, resulting in an adverse effect on the Company's business, prospects, growth expectations, and financial condition.

The Company's success may to a large extent depend on its ability to secure adequate financing on favorable terms for its intended projects. In addition, the Company's competitive advantage may partially depend

upon its ability to work with Integrated Network Solutions to perfect technology for the radar portion of its RFID-Radar locator system to track and locate boxes and files. Additional risks include the possibility that the Company will be unable to do the following: (a) establish and extend its brand position, (b) provide customers with outstanding value, (c) achieve sufficient sales volume, and (d) establish strategic relationships. Accordingly, the Company intends to invest in technology development and operating infrastructure development, which will probably incur operating losses for at least the next twelve (12) months. The Company expects to use a portion of the net proceeds of this offering to fund its current and future operating losses.

Additional Equity Financing Requirements and Dilution of Shareholders. The Company requires additional funds in order to continue operations. The Company intends to seek up to $5,000,000 of equity financing, including the amount invested by Investors who reaffirm their investment in the Company pursuant to this offering, through an additional offering of its Class A Common Stock conducted concurrently with this offering. The Company's inability to raise additional capital, when needed, in amounts required or on terms favorable to the Company will have a material adverse effect on the Company's business, operating results and financial condition and will jeopardize the Company's ability to continue operations. See "USE OF PROCEEDS." Further, when the Company issues additional equity securities or debt securities convertible into equity securities, the ownership interests of the Company's shareholders, including the Investors, will be substantially diluted.

In the concurrent offering no minimum number of shares must be subscribed for, and subscription proceeds will be available to the Company immediately upon acceptance of any subscription, and investors will have no assurance about how many shares ultimately will be sold or to the extent to which the Company will thereafter be able to meet its short-term or long-term financing needs.

The Company will require additional funding to continue to conduct its normal operations as well as take on the prospect of distributing and marketing efforts that includes the introduction of new products and services. The Company's capital requirements will depend on numerous factors, such as testing new innovative products or services or upgrading existing ones, the time involved in obtaining additional testing and development of products, protecting any proprietary technology, other technological advances, competitor and market conditions, the ability of the Company to establish collaborative arrangements, and the cost and effectiveness of commercialization activities and arrangements. It is unlikely that the Company will be able to satisfy all of its financing requirements with loans from banks or other traditional lending institutions. There can be no assurance that the necessary additional financing will be available to the Company on acceptable terms, if at all. If additional funding is not available to the Company when needed and if revenues are not sufficient to fund these activities, the Company will be required to curtail development programs, and business and financial conditions would be adversely affected.

Brand recognition and customer loyalty will become increasingly important as more companies establish brands offering competitive services, features and benefits. Development of the SEED and Eco-Smart File Storage image and brand will depend largely on the Company's success in providing high levels of customer service. The Company expects to increase expenditures on programs designed to create and maintain strong name recognition and brand loyalty among customers, but the Company cannot be certain that these efforts will be successful.

Debt Financing Requirements. The aggregate offering amount of up to $5,000,000 is not sufficient to complete the Fiesta Mesa Facility. Accordingly, Fiesta Mesa is negotiating with prospective lenders for a 24 month, interest only, construction loan for approximately 85% of the anticipated cost to construct the Fiesta Mesa Facility. An interest reserve will be included in the amount of this loan to cover the anticipated interest payments during construction. The high level of our indebtedness could impair our ability to obtain additional financing for working capital, capital expenditures, acquisitions or general corporate purposes, and we may be more vulnerable to economic downturns and adverse developments in our business. In addition, we cannot be certain that the offering proceeds will be sufficient to allow us to pay principal and interest on our debt and meet our other obligations. If we do not have sufficient funds, we may be required to refinance all or part of our debt, sell assets or borrow more money. We cannot guarantee that we will be able to do so on terms acceptable to us, if at all. In addition, the terms of future debt arrangements may restrict the Company from pursuing any of these alternatives.

Construction Risk. Construction of the Fiesta Mesa Facility has not commenced. After construction commences, delays in construction could occur for many reasons, including unavailability of materials, the inability of contractors to competently complete work on schedule, surface and subsurface conditions of the land, and other ordinary

risks of construction. There can be no guarantee that the Fiesta Mesa Facility will be constructed at all. If the Fiesta Mesa Facility is not completed as scheduled, operations will be delayed, making it unlikely that the projected earnings could be achieved. Actual construction costs could exceed estimated construction costs, requiring Fiesta Mesa to obtain additional financing to complete the construction of the Fiesta Mesa Facility.

Effects of the Rescission Offer. Pursuant to this Memorandum, the Company is offering to the Investors the right to elect to (i) reaffirm their initial investments and receive stock certificates evidencing their equity ownership in the Company, and, if applicable, warrants evidencing their right to purchase additional shares, or (ii) rescind their initial investments, including the Warrants, and receive their full subscription price paid without interest, all on the terms and subject to the conditions set forth in this Memorandum. See "TERMS OF THE OFFERING." The source of the funds with which the Company will repay Investors electing to rescind their initial investments will be the proceeds, if any, from the balance payable for subscriptions by Investors electing to reaffirm their initial investments pursuant to this offering, the Company's operations, and concurrent and future equity financings. There can be no assurance, however, that the Company will in fact generate any proceeds from the balance payable on current subscriptions, its operations or concurrent or future equity financings or that the proceeds generated will be sufficient to repay the total number of Investors electing rescission of their investments. The failure to generate sufficient proceeds will have a material adverse effect on the Company's ability to repay the Investors electing rescission in a timely manner and on the Company's business, operating results and financial condition.

The Company has relied heavily on projections. There is no assurance of meeting projections. Any estimates or projections are based upon assumptions by the Company's management. There can be no assurance that the assumptions upon which such projections are based will be realized by the Company in its operations. Consequently, financial projections are estimates only and should not be relied upon by investors as anything but a planning tool for management or financial goals and objectives for the Company. Whether or not such estimates or projections are realized will depend upon the Company achieving its overall business objectives, including the availability of funds resulting from the sale of securities in concurrent or future equity offerings. There is no guarantee that these projections or events will ever be attained or achieved.

Certain strategic relationships need to be achieved. The Company lacks experience in the record file storage and self storage businesses and needs to establish strategic relationships with other companies and individuals to achieve the Company's business objectives. There can be no assurance that the Company or its management will be able to establish the necessary relationships or that such relationships will be beneficial to the Company. Fiesta Mesa has negotiated the terms of a contract with Professional Self Storage Management to manage the self storage business, however, the contract has not yet been executed and there can be no assurance that it will be in the future. Fiesta Mesa anticipates that its record file storage business will be managed by the Company's management team. These key personnel have limited experience in the record file and document storage business, but they are expected to undergo intensive training from Cary McGovern of The FileMan (FileManagers, Inc.) and Andrews Software, Inc. There can be no assurance that such personnel will be adequately trained in the record file and document management business.

Risk of capacity constraints with regards to self storage facilities. To maximize revenues, Fiesta Mesa must achieve a high percentage of rent up of its approximately 658 self storage units it will have available in the proposed Fiesta Mesa Facility. There can be no guarantee that patronage of the Fiesta Mesa Facility will be derived from the surrounding area or at all.

Risk of capacity constraints with regards to document storage and record information management. Fiesta Mesa presently has an indication from File By Design (an independent company serving the record file and shelving industry) that it has commitments for the immediate storage of over 30,000 file boxes with the Company. However, there can be no assurance that such boxes will be delivered to Fiesta Mesa for storage. Further, Fiesta Mesa is not presently setup to receive the boxes, nor does it have its radio frequency identification locator system in place to track the boxes.

No guarantee that the radar portion of the RFID-Radar technology will be developed. Fiesta Mesa has contracted with Integrated Network Solutions to create a system utilizing radar technology to pinpoint the

location of a particular carton within its record storage business. There can be no assurance that the radar technology will be developed or that development costs will not be excessive.

No guarantee that sales projections will be met. The Company cannot and will not guarantee that its sales and/or profit projections will be met for any of the Company's businesses, including the Fiesta Mesa Facility, whether self storage, document storage or any other service the Company may provide. Its forecasts and projections are only Management's best estimations of what may happen if adequate financing is achieved on favorable terms, and marketing efforts are sufficient and effective in generating orders for services with regard to the self storage and record file storage business.

Uncertainty of future profitability. There can be no assurance that the Company will be able to achieve profitability or that profitability, if achieved, can be sustained on an ongoing basis. Moreover, if profitability is achieved, the level of that profitability cannot be accurately predicted.

Regulatory and legal uncertainties. The Company plans to use certain environmentally-friendly technologies in the construction and operation of the Fiesta Mesa Facility that may qualify the Company for certain tax credits from the Internal Revenue Service. The Company intends, if it does not have sufficient taxable income to make valuable economic use of these credits, to sell the credits for pecuniary gain or to distribute the credits to affiliates of the Company, as permitted by statute. There can be no assurance that such tax credits will be available, or if available, that the Company will qualify for these credits.

Dividends not likely. For the foreseeable future, the Company anticipates that it will use any funds available to finance growth, and that cash or other dividends will not likely be paid to stockholders.

Determination of offering price. The offering price of the Shares was determined by the Company's management and does not necessarily bear any recognized criteria of economic valuation or relationship to the Company's assets, book value, or other established criteria of valuing the Shares or the Company. In determining the number of shares to be offered and the offering price, the Company considered its history, capital structure, assets, anticipated results of operations, financial condition, estimates of the Company's prospects, Management, the need for its services, and the general condition of the securities market. Accordingly, the offering price of the Shares should not be considered an indication of the actual value of the Company's securities.

Related party transactions and potential conflicts of interest. To date, the Company has entered into transactions with Randall and Marilyn Simonson and entities owned or controlled by them. In addition, the Company has entered into transactions with the children of Randall and Marilyn Simonson. See "CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS."

Dependence on executive officers. The directors and management of the Company will encounter challenges, as typically associated with startup or early-stage companies, in their efforts to develop the business and to manage the Company's growth effectively. There can be no assurance that management's efforts will be successful, that management can direct the Company's growth, or that the anticipated benefits of growth will be fully realized. The dedication of management resources to such efforts may detract attention from the day-to-day business of the Company.

The Company's success largely depends on the continued contributions of its management team comprised of its President and CEO, Randall Simonson, and Marilyn Simonson as Vice President. The Company's employees may voluntarily terminate their employment at any time; there are no employment contracts in place. This could have an adverse affect on the Company's business, financial condition, and results of operations.

The Company's success also depends on attracting and retaining qualified management, marketing and sales executives, and personnel. The process of locating personnel with the combination of skills and attributes required to carry out the Company's strategies may be lengthy. There can be no assurance that the Company will be successful in attracting and retaining such executives and personnel. The loss of the services of key personnel, or the inability to attract additional qualified personnel, could have an adverse material effect on the Company's results of operations, development efforts and ability to expand.

Management of growth. The Company's anticipated growth is expected to place a significant strain on the Company's management, financial, technical, support systems, and personnel. The Company's ability to manage its growth effectively will require continual development and improvement of its operational and financial structures, and its ability to build internal systems and to attract, train, manage and motivate its employees.

Competition and technological uncertainty. The Company operates in a rather mature industry, but with competition from domestic companies possessing far greater financial resources for technology acquisition and marketing. This competition is expected to intensify and increase. These competitors may also succeed in obtaining (or may be in the process of developing) technologies that are, or in the future may be, the basis for competitive services. Some of these services may have an entirely different means of serving the needs of consumers, which may prove more effective in the long run than the means used by the Company. Many of the Company's competitors have substantially greater financial, technical and human resources than the Company, and substantially greater experience in developing products and services, testing, manufacturing, and marketing. There can be no assurance that the Company's competitors will not succeed in developing technologies and providing services that are more effective or affordable than those being developed by the Company, or that would render the Company's technology and services less competitive or even obsolete.

The Company intends to use three different technologies to track and record information about boxes. These technologies are bar codes, RFID, and radar. Bar codes are the industry standard, and have been successfully used for several years. The Company does not anticipate any technological failures associated with bar codes, but there could be some risk due to human error or computer failure. The RFID technology has been developed and is currently in working order, but because it is a new technology there is a risk that it may fail and the Company will have to rely on the older, less robust bar code method of tracking boxes. Finally, the Company is working with Integrated Network Solutions to develop a radar system to pinpoint the location of particular boxes. There is a possibility that this radar system may be found to be ineffective or to have limitations, or otherwise fail.

Limited and uncertain protection of company's intellectual property. The Company intends to conduct business under the "SEED" and "Eco-Smart File Storage" names and logos. The Company has filed for trade name registration with the state of Arizona for the name "Eco-Smart File Storage" but has not yet filed for trademark protection from the federal government for any name or mark. The Company does not know whether it will be able to receive a trademark or common law protection for any or all its names or logos. As a result, there could be potential trade name or trademark infringement claims brought by owners of registered trademarks or service marks that incorporate variations of the terms SEED or Eco-Smart, and other names the Company is considering. Any challenges may result in the Company's inability to use its names or logos, and may require doing business under other names or logos that do not have the associated goodwill and name recognition. The Company's inability to use its names or logos could result in a loss of business.

May have major personnel issues. The Company may be unable to retain key employees, or attract and retain other highly qualified employees in the future. If the Company were to lose the service of any of its current key executive officers or key employees, the Company might be unable to implement its business strategy or develop a customer base. Any employee can terminate his or her relationship with the Company at any time. The Company also does not currently have "key person" life insurance policies covering any of its employees. Locating candidates with the appropriate qualifications can be costly and difficult. The Company may not be able to hire the necessary personnel to implement its business strategy, or it may need to provide greater compensation to such personnel than currently anticipated. If the Company fails to attract and retain sufficient numbers of highly skilled employees, it may be unable to attract customers or to achieve critical sales or profits.

Loss of third party providers. The Company depends on a limited number of third party suppliers for a few products and components used in its business and facility, including cardboard boxes and RFID components, and if the Company fails to develop or maintain relationships with these or its other vendors, the services the Company offers could be available only at higher cost.

Computer systems may fail. The Company's ability to provide quality customer service depends in part on the efficient and uninterrupted operation of its computer systems. System interruptions may be caused by fire, power loss, water damage, telecommunications failures, vandalism and other malicious acts, and equipment-related problems.

Risk of intellectual property infringement lawsuits. The Company is in negotiations to acquire 51% of the ownership interest of Integrated Network Solutions, which is working with the Company to develop both the RFID and radar portions of the RFID-Radar file location technology. While the Company believes that Integrated Network Solutions is merely assembling commercially available products in a unique way, and thus is not infringing on any patentable process or product, there is a possibility that Integrated Network Solutions may be infringing on such a patent. If the Company does acquire 51% of the stock of Integrated Network Solutions and a patent infringement has occurred, the value of the Company's investment in Integrated Network Solutions could be negatively impacted.

Lawsuits, privacy or security concerns. The Company could be subject to liability for misappropriation of information contained in documents or other items held by it for customers or stored at any storage facility of the Company. Any misappropriation of information could damage the Company's reputation and expose the Company to a risk of loss or litigation, and possible liability. There can be no assurance that the Company's security measures will prevent misappropriation of information, or that failure to prevent such misappropriation will not have an adverse material effect on the Company. The Company is not currently insured against such risks. It is possible that insurance is not available for those unprotected risks or, if available, that the cost is prohibitive.

The Company is fully insured for all current operations. Its liability insurance policy is prepaid and in full effect. In conformity with industry standards, no insurance will be provided to customers with regard to the items they store in the Company's record storage or self storage facilities. The Company believes that its liability with regard to these items is limited, but there is a possibility that if a customer's items are inadvertently destroyed while stored at one of the Company's facilities, that customer could bring a lawsuit against the Company, and the Company may be found liable.

Credit extension or bad debt risks. The Company may extend a limited amount of credit to business customers. Such credit extension will likely subject the Company to inherent risks associated with slow-paying and non-paying customers, and customers that take unauthorized deductions from payments, all of which would negatively affect the Company's cash flow. Credit extension, as well as potential legal expenses associated with related collection actions, could materially impact the Company's operations and profit margins, and the Company's ability to continue business operations.

Risk due to concentrated control of the company by management In the event the Company raises $5,000,000 of equity financing, including the amount invested by Investors who reaffirm their investment in the Company pursuant to this offering, through an additional offering of its Class A Common Stock conducted concurrently with this offering, immediately upon completion of such offering and assuming that the current Investors all remain investors at the level of shares originally subscribed for, and assuming that an aggregate of 542,042 shares of the Company's Class A common stock are sold in such an additional offering and assuming that all Shares are fully paid for, the outstanding voting stock beneficially owned by minority shareholders will be approximately 18.4%, based upon the sale of 1,131,816 shares of Class A Common Stock, including the exercise by Mr. Soliz of his option to purchase 50,000 shares. Thus, Randall and Marilyn Simonson will own 81.6% percent of the voting shares and will be able to (a) elect, or defeat the election of the members of the Company's Board of Directors, and/or (b) amend or prevent amendment of the Company's Certificate of Incorporation and Bylaws. These calculations do not take into account any warrants that have been issued. See "DESCRIPTION OF CAPITAL STOCK."

Risk of managing potential growth. Management anticipates that significant expansion of the Company's operations would be required to address potential growth in its customer base and market opportunities. This expansion may place a significant strain on management, operational and financial resources. To manage the expected growth of its operations, the Company may be required to improve existing – and implement new – procedures and controls. The Company may also be required to expand its sales, marketing, finance, administrative, and operations staff. Furthermore, Management will be required to maintain and expand its relationships with various distributors and publishers, freight companies, websites, Internet-related companies and Web service providers, and other third parties necessary to the Company's business. There can be no assurance that the Company's current and planned personnel, systems, procedures and controls will be adequate to support the Company's future operations, or that Management will be able to exploit existing and potential market

opportunities. If the Company is unable to manage its growth effectively, its business, prospects, financial condition, and results of operations will be adversely affected.

No Representations on tax matters. This Memorandum does not discuss the tax treatment that may result from the ownership or disposition of the Shares. The tax consequences arising from dividends (including the tax consequences of accrued, but unpaid dividends and backup withholding), if any that may be paid on the Shares, may be material to an Investor's decision to reaffirm their initial investments. INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT THAT MAY BE ANTICIPATED TO RESULT FROM THE OWNERSHIP OR DISPOSITION OF THE SHARES, INCLUDING THE APPLICATION OF THE INTERNATIONAL REVENUE CODE OF 1986, AS AMENDED, AS WELL AS FOREIGN, STATE OR LOCAL TAX LAWS OR ESTATE AND GIFT TAX CONSIDERATIONS. THE COMPANY MAKES NO REPRESENTATION AS TO SUCH MATTERS.

Absence of public market; restrictions on transferability: There is presently no public market for the Company's securities, and there can be no assurance that a public market for such securities will ever develop or that the Company will, in the future, make an initial public offering or registration of its securities. The sale of the Shares has not been registered under the Securities Act of 1933, as amended, or under any state securities laws, and the Shares may not be resold unless they are subsequently registered thereunder or exemptions from such registration are obtained. The certificates evidencing the Shares shall bear a legend specifying transfer restrictions. Investors may be required to retain investment in the Shares for a substantial period of time.

DIVIDEND POLICY

The Company has not paid any dividends since our inception and our board of directors does not anticipate declaring any cash dividends in the foreseeable future. We currently intend to utilize any earnings we may achieve for investment in our business. Therefore, it is unlikely that we will declare any dividends in the foreseeable future.

SELECTED FINANCIAL DATA

Unaudited financial statements of the Company and of Fiesta Mesa as of September 15, 2007 are attached as Exhibit A. These financial statements include the following: a Balance Sheet for the Company as of September 15, 2007; Profit & Loss Statement for the Company for the period January 1, 2007 through September 15, 2007; Balance Sheet for Fiesta Mesa as of September 15, 2007; and Profit & Loss Statement for Fiesta Mesa for the period January 1, 2007 through September 15, 2007. The financial statements have been prepared by the Company's management and have not been audited, reviewed or compiled by an independent third party.

MANAGEMENT

Key Management, Officers, Directors

Randal Simonson: President, Chairman of the Board of Directors, and principal shareholder. Randall Simonson began his career at John B. Ferguson and Associates Architects in Van Nuys, California. There he learned the concepts of architecture and structure. His artistic and creative ability made him an asset to the company and he was given more and more assignments that required skill and expertise in creativity and design, including laying out project building requirements and creating spec sheets for permits. He also prepared renderings to demonstrate the finished products. His next move was into the entertainment industry, and he accepted a position at Paramount Studios as a prop-maker miniature, eventually transitioning into Special Effects. He worked on many television and movie productions. He then qualified as a Coordinator and took charge of productions. Next, Mr. Simonson accepted a position at Universal Studios working directly for Malcolm Forbes. He was in charge of Special Projects, and oversaw the creation of what is now the Universal Studio Tour attraction. Mr. Simonson had a crew of 630 men and many of the studio productions to oversee. In 1976 Mr. Simonson and his family moved to Scottsdale, Arizona. Mr. Simonson worked for Jerry Nelson, the real estate developer who was instrumental in the founding of the Pinnacle Peak area near Scottsdale, and built the Pinnacle Peak Country Club and many of the homes. Mr. Simonson formed Si SunS Inc., a construction company, in 1978 and designed and built many of the

larger custom homes in the Pinnacle Peak area. Si Suns Inc. had an average of 27 employees over its tenure, and ceased operations in 1998. Now Mr. Simonson is working on his dream to build sustainable energy self storage buildings to house and protect files and valuables in a climate controlled environment. Mr. Simonson is currently 65 years old.

Marilyn Simonson: Treasurer, Vice President of Finance, Director, and principal shareholder. Marilyn Simonson has had over twenty years of experience providing accounting and business management services. She assisted her husband Randall Simonson with the management and accounting for Si SunS Inc., his construction company. She also worked for GHA Technologies, Inc., a network, computer reseller and systems integrator that is the 36th largest private corporation in Arizona, from 1998 through 2004. There, she performed services as an Accounts Payable/Accounts Receivable Specialist and Credit Analyst. She gained proficiency in the accounting and other software applications used by SEED, including QuickBooks, Microsoft Word and Microsoft Excel. Mrs. Simonson is excited to use her experience and talents to help keep the Company organized and running efficiently. Mrs. Simonson is currently 62 years old.

Executive Compensation

Estimated Cash Compensation Table

Name of individual	Capacity	Initial Base Salaries
Randall Simonson	President and Chairman of the Company	$25,000 [1]
Randall Simonson	President of Fiesta Mesa	$0
Marilyn Simonson	Treasurer and Vice President of the Company	$60,000 [2]
Marilyn Simonson	Treasurer and Vice President of Fiesta Mesa	$60,000 [2]

Additional Executive Compensation Table

Name of individual	Transaction	Amount
Randall and Marilyn Simonson	Mr. and Mrs. Simonson will receive a cash payment contingent upon the issuance of a Certificate of Occupancy for the Fiesta Mesa Facility.	$1,000,000
RAMS Development LLC (wholly owned by Randall and Marilyn Simonson)	RAMS Development LLC will receive a payment equal to 2/3 of the contractor's fee (which is estimated at $1,099,339) in return for its management of the construction process of the Fiesta Mesa Facility on behalf of Kenellco Builders.	$732,893 (approximate)

Marilyn Simonson is an employee of both the Company and Fiesta Mesa. The foregoing amounts are estimates based upon the Company's internal forecast and budget. There can be no assurance that the amounts of compensation actually paid, or the persons to whom they are paid, will not differ materially from the above estimates. However, the amounts do reflect compensation as of the date of this Memorandum.

Board of Advisors

Mel Holsinger. Mr. Holsinger is currently the Managing Member of Professional Self Storage Management, LLC, which he formed in 2003. Prior to forming Professional Self Storage Management, LLC, Mr. Holsinger, along with Mr. Joseph Niemczyk, founded Executive Self Storage Associates and from 1987 to 2003 grew the company into one of the top twenty operators of self storage facilities in the state of Arizona. Executive Self Storage Associates managed over 200 properties during that time, and when Mr. Holsinger left to form Professional Self Storage

[1] Randall Simonson has not yet been paid any salary by the Company, but the Company has made accrual entries for Mr. Simonson's salary in the total amount of $10,417 for the months of May through September 2007.
[2] Marilyn Simonson has been paid a total of $25,000 by the Company for the months of May through September 2007, and has been paid a total of $25,000 by Fiesta Mesa for the months of May through September 2007.

Management, LLC, Executive Self Storage Associates was overseeing over 65 properties in 16 states. Mr. Holsinger began his self storage career with National Self Storage Management, Inc., has extensive knowledge and experience in the industry and is a frequent speaker at industry trade shows and programs. Mr. Holsinger graduated from Black Hills State University in 1980 with a B.S. degree in Business Administration. Fiesta Mesa has negotiated the terms of a contract with Professional Self Storage Management to manage the self storage business, however, the contract has not yet been executed. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Fiesta Mesa's Self Storage Business."

Robert King. Since 1994, Mr. King has been a real estate broker with Service First Realty LLC and Realty Executives. He is licensed in Arizona and California. From 1987 through 1994, he was the broker and owner of Marin Land Company in Tiburon, California, which invested in high-end real estate. He was a top producing broker with Grubb and Ellis in San Francisco from 1973 to 1987. Prior to 1973, Mr. King was the president of several companies in industries such as computer peripherals, international management and material handling. He received an AB degree in Fine Arts from Indiana University in 1948. Mr. King is 84 years old.

J. Stuart Keller. Mr. Keller is currently the Senior Manager of Commerce Concepts, LLC, and has been since its inception in 2002. Commerce Concepts, LLC is an international management consulting firm with headquarters in Arizona. Mr. Keller has also been the President and Chairman of Intellative, Inc., a technology commercialization company, since 2002. Additionally, Mr. Keller has been the Senior Consultant and Managing Director of the Western U.S. Office of Global Associates, LLC, an international trade and management consultancy, since 1999. In 2007, Mr. Keller became a partner and Vice Chairman of Thorium Capital Management, a private equity investment and management firm specializing in interactive education and information technology markets. From 1994 to 2002, Mr. Keller was Chief Executive Officer of the management consulting firm of Keller CRD, the predecessor of Commerce Concepts, LLC. Mr. Keller continues to be a member of many advisory committees and boards. Mr. Keller is 57 years old.

Art Consoli. From 1973 through present, Mr. Consoli started or bought over twenty businesses and performed ten workouts for lenders and business owners. The wide variety of industries he has been involved in include veterinary drugs, computer software, consumer products marketed on the Home Shopping Network, steel fabrication, and precision manufacturing of parts for the automobile industry (as Chief Operating Officer of a $30 million company). During the early 1980s his companies owned the second greatest number of mobile home park spaces in Arizona. Mr. Consoli recently published a book about his experiences, "How to Evaluate and Profit from a Business Opportunity." He frequently writes business articles for electronic publications. At last count the online versions of his 40 articles had been visited over 4500 times and been republished by more than 500 publishers. Mr. Consoli is 67 years old.

Technology Board of Advisors

Herman Menze. Herman Menze is the President and CEO of Menze Buildings, Inc., which he founded in 1999. He has more than forty years of experience in the construction industry, and has built a wide variety of types of buildings, including shopping centers, commercial buildings, churches, self storages, banks, skating rinks and private homes. For the past 10+ years, Mr. Menze's focus has been on self storage buildings. Over 10 years of intensive research went into the development of a proprietary computer-generated mini-storage design that allows him to prepare a layout and projects costs for a self storage facility in a matter of a few days. Mr. Menze is 74 years old.

Lane Garrett, P.E., CEM. Lane Garrett is the owner of ETA Engineering, Inc. and is a principal in its wholly-owned subsidiary, Dependable Solar Products, Inc., which provides over 40% of the solar products used in Arizona. Mr. Garrett founded ETA Engineering, Inc. in 1992. Mr. Garrett is focused on creating and manufacturing renewable energy systems and components. Products from Dependable Solar Products, Inc. will be used in the Fiesta Mesa Facility. Mr. Garrett is a board member of the Institute of Electrical and Electronics Engineers, Inc. (IEEE) Phoenix Consultants' Group, the Arizona Solar Energy Association, the Arizona Solar Industries Association, and the IEEE Consultants Network, as well as eight other organizations. He is the treasurer of the Arizona Solar Center and president of the Council on Sustainable Systems Development.

Mr. Garrett earned a Bachelor of Science degree in Electrical Engineering from Drexel Institute of Technology in Philadelphia, Pennsylvania. He also undertook graduate studies in Mathematics and Engineering at University of Pennsylvania in 1962 and at Penn State University in 1963-65. Mr. Garrett earned a Master of Science in Engineering with a business minor from Arizona State University in 1970. Mr. Garrett is a Registered Professional Engineer and Certified Energy Manager. Mr. Garrett is 67 years old.

Shields Fair. Shields Fair is Chairman of Alter-Air Corporation and also serves as its Vice President of Research and Development. In this capacity, as the originator, inventor and innovator of the Alter-Air System, he has been responsible for the design and development of a number of innovative air conditioning systems. Before founding Alter-Air Corporation in 2004, Mr. Fair served as an international business consultant to a number of major Fortune 500 US corporations, which include Motorola, Siemens, Levolor, Zenith and 3M, among others. Mr. Fair is 65 years old.

Russell Hurd. From 2005 to the present Mr. Hurd has been providing consulting services to Medisolution, LTD. and several of its customers. Mr. Hurd was employed by Medisolution, LTD. and its predecessor, Delair Systems, as an Oracle Database administrator from 1988 through 2005. Mr. Hurd has completed three semesters of study in Electrical Engineering at Montana State University and two years of study at Gateway Community College. Mr. Hurd is 58 years old.

George Gholson. Since 2005, Mr. Gholson has been part owner of a multimedia company that manages a recording studio for music and commercial voice-over recording. The company develops web video and audio, and provides management services to the recording industry. From 1988 through 2005, Mr. Gholson developed his skills in multimedia production and design and created several websites, including Snowbirdz Interactive Media, which he ultimately sold. Mr. Gholson has over 10 years of multimedia experience in the fields of advertising, digital video, music production, and various other areas. Mr. Gholson attended New Mexico State University, focusing on Computer Literacy until 1983. Mr. Gholson is 44 years old.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Transactions with Management

On June 27, 2007, Randall Simonson contributed $1,000 in capital to the Company and the Company issued 1,000 shares of Class A stock and 5,000,000 shares of its Class B stock in exchange for this contribution. The Class B stock does not participate in dividends, other than dividends paid in shares or fractional shares of Class B stock, nor shall Class B stock participate in distributions upon liquidation. However, the Class B stock may be converted into Class A stock on the basis of one share of Class A for each one share of Class B then held and converted in the event the Company has net shareholders equity of $25,000,000. See "DESCRIPTION OF CAPITAL STOCK."

Randall Simonson and Marilyn Simonson each owned fifty percent (50%) of Fiesta Mesa at the time the Company purchased all of the outstanding membership interests of Fiesta Mesa. Fiesta Mesa was initially capitalized by the Simonsons with $156,645 of which $40,000 was returned to the Simonsons. In consideration for their membership interests in Fiesta Mesa, the Simonsons received an immediate cash payment of $1.00 and are entitled to receive an additional $1,000,000 upon the issuance of the Certificate of Occupancy for the Fiesta Mesa Facility by the City of Mesa, Arizona. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Finance and Budgets" and "MANAGEMENT – Executive Compensation."

Randall Simonson and Marilyn Simonson own all of the issued and outstanding membership interests in RAMS Development LLC. RAMS Development LLC will manage the construction of the Fiesta Mesa Facility for Kenellco Builders and receive approximately $732,893 from Kenellco Builders for such services. See "MANAGEMENT – Executive Compensation."

Transactions with Related Parties

Eco-Smart Companies, LLC

From its inception through September 30, 2007, the Company engaged Eco-Smart Companies, LLC to provide accounting and financial services. Eco-Smart Companies, LLC is owned by Christine Wilson, who is the daughter of Randall and Marilyn Simonson. To date, Eco-Smart Companies has been paid $5,926 by the Company and has been paid $10,000 by Fiesta Mesa for accounting and financial services. The Company does not anticipate any further engagement of Eco-Smart Companies, LLC.

Christine Wilson

The Company and Fiesta Mesa will employ Christine Wilson, who is the daughter of Randall and Marilyn Simonson, to provide accounting and financial services on an as-needed basis. This engagement will be at a rate of $55.00 per hour, plus reasonable and customary expenses. To date, Fiesta Mesa has paid $1,100 to Christine Wilson for accounting and financial services.

Gary Simonson

On August 22, 2007, the Company and Fiesta Mesa paid $5,000 each ($10,000 in the aggregate) to Gary Simonson, who is the son of Randall and Marilyn Simonson, for maintenance work, electrical work, moving equipment, refurbishing equipment, and the assembly of record file storage shelving systems. Such payments were in compensation for worked performed from the inception of the Company and Fiesta Mesa through the date of payment. The Company may hire Gary Simonson to provide services in the future.

Integrated Network Solutions, LLC

Integrated Network Solutions is currently wholly owned by Jerry Hornick and his son Adam Hornick. The Company has engaged Integrated Network Solutions to develop the RFID and radar file location systems. To date, the Company has paid $65,000 to Integrated Network Solutions for the development of these systems. The Company is currently in negotiations with Integrated Network Solutions to acquire 51% of the ownership interest in Integrated Network Solutions.

DESCRIPTION OF CAPITAL STOCK

The authorized capital stock of the Company consists of 15,000,000 shares of Class A stock and 10,000,000 shares of Class B stock. All shares of either class have equal voting rights. No shares of stock of the Company have preemptive rights with respect to shares of the same class or otherwise. In the event of a stock split or stock dividend declared with respect to the Class A shares, a similar stock split or stock dividend will be declared with respect to Class B shares.

Class B shares do not participate in dividends, other than dividends paid in shares or fractional shares of Class B stock, nor shall Class B shares participate in distributions upon liquidation. Class B shares may be converted to Class A shares, on the basis of one share of Class A for each one share of Class B then held and converted, provided that at the time of each occurrence the Company has net shareholders equity of $25,000,000, computed by independent certified public accountants then employed by the Company in accordance with generally accepted accounting principles.

Except as may be required by applicable law, holders of Class A stock and Class B stock are entitled to one vote for each share of Class A or Class B stock held on all matters; provided, however, that with respect to elections of directors, each holder of Class A or Class B stock shall have the right to cumulate their votes by multiplying the number of votes they are entitled to cast by the number of directors they are entitled to vote and casting the product for a single candidate or distributing the product among two or more candidates.

Warrants. For each Share purchased by a single Investor, the Company issued such Investor warrants to purchase additional Shares as follows: a warrant to purchase .5 (one-half) Shares at an exercise price of $4.50 per

Share for a period of nine (9) months from the time of original purchase of the Shares; and a second warrant to purchase .25 (one-quarter) Shares at an exercise price of $4.75 per Share for a period of eleven (11) months from the time of the original purchase of the Shares. Based on the number of Shares subscribed for, 404,082 Warrants are issuable. Based on the number of Shares actually paid for, 218,243 Warrants are issuable.

Certain Effects of Authorized But Unissued Stock. Under the Company's Articles of Incorporation, assuming, as of December 31, 2007, conversion of the option held by Mr. Soliz into 50,000 shares of Class A stock, the exercise of 37,500 warrants granted to Mr. Soliz along with his shares, the full payment by all Investors of additional subscription amounts owed, the exercise of warrants by current warrant holders into 404,082 shares of Class A stock, and that there are no rescinding Investors, there will be 13,968,644 shares of Class A stock and 5,000,000 shares of Class B stock available for future issuance generally without shareholder approval. The Board of Directors is authorized, subject to any limitations prescribed by law, without further action of the shareholders of the Company, to issue from time to time additional shares of Class A stock and Class B stock. These additional shares may be utilized for a variety of corporate purposes, including for example future securities offerings or to raise additional capital or to facilitate corporate acquisitions. The Company intends to issue up to an additional 1,000,000 shares of Class A stock to accredited investors pursuant to exemptions provided by Regulation D and Section 4(2) of the Securities Act of 1933, as amended (the "Act") and by certain state laws and regulations.

One of the effects of the existence of unissued and unreserved common stock may be to enable the Board of Directors to issue shares to persons friendly to current management or to render more difficult or discourage an attempt to obtain control of the Company by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of the Company's management. Such additional shares could also be used to dilute the stock ownership of persons seeking to obtain control of the Company.

The following table sets forth the potential capitalization of the Company.

	Class A Shares	%	Class B Shares	%	Total Shares	%	Warrants (Maximum Possible)	Total if all warrants are exercised	%
Randall and Marilyn Simonson	1,000	.1	5,000,000	100.0	5,001,000	81.6		5,001,000	73.1
This Offering [3]	538,774	47.6			538,774	8.8	404,082	942,856	13.7
The Concurrent Offering [3]	542,042	47.9			542,042	8.8	270,000	812,042	11.9
Edward and Mary Soliz (option)	50,000	4.4			50,000	.8	37,500	87,500	1.3
Totals	1,131,816	100.0	5,000,000	100.0	6,131,816	100.0	711,582	6,843,398	100.0

RESTRICTION ON TRANSFER OF SHARES

The Shares have not been registered under the Securities Act of 1933, as amended (the "Act") or registered or qualified under any state securities laws and are offered for sale only to a limited number of Investors who, in connection with such sale, will represent, among other things, that they have a substantial net worth, that they are familiar with and understand the terms of this offering, and that the Shares purchased are being acquired by each for his own account for investment purposes and not with a view to resale or distribution. The Shares may not be sold, transferred, assigned or otherwise disposed of by a shareholder in the absence of either (i) an effective registration statement covering the Shares under the Act and any applicable state securities laws or (ii) an opinion of counsel in form and substance satisfactory to the Company that registration is not required under the Act and any applicable state securities laws.

Shareholders will have no right to require registration of their Shares for resale under the Act or under any state securities laws and no registration is contemplated.

[3] The total equity the Company seeks to raise is $5,000,000. This number includes investors that choose to stay in the current offering. This chart assumes that all Investors choose to reaffirm their original investment and purchase the total number of shares previously subscribed for.

SUITABILITY STANDARDS

The Shares are being privately offered in reliance upon certain exemptions from registration under the Act, including Securities and Exchange Commission Regulation D. The Shares will be offered and sold only to an investor who (i) is an Accredited Investor (as defined in this Memorandum); (ii) satisfies any higher suitability standards imposed by us or certain state securities laws; and (iii) represents, among other things, that he has a substantial net worth, that he has knowledge and experience in financial and business matters such that he is capable of evaluating the merits and risks of an investment in the Shares, that he is familiar with and understands the terms of this offering, and that he is purchasing the Shares for his own account for investment purposes and not with a view to resale or distribution.

An Accredited Investor is an investor who meets at least one of the following standards or others set forth in Rule 501(a) of Regulation D:

(a) A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase exceeds $1,000,000.

(b) A natural person who had 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.

(c) Any bank as defined in Section 3(a)(2) of the Act, or any 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; broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; insurance company as defined in Section 2(13) of the Act; 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; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; 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; employee benefit plan within the meaning of Title I 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 investment decisions made solely by persons that are Accredited Investors.

(d) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

(e) 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.

(f) 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).

(g) A partnership, corporation or unincorporated association in which all of the equity owners of that entity qualify as Accredited Investors.

(h) Any executive officer of the Company.

The suitability standards referred to above represent minimum requirements for an investor. The satisfaction of such standards by an investor does not necessarily mean that the Shares are a suitable investment for an investor. We may require additional information to determine the suitability of investors. We reserve the right to

modify the suitability standards at any time to comply with any applicable federal, state or local laws, rules, regulations or otherwise.

An Investor who is not an Accredited Investor will be required to elect the rescission option on the Investment Election form.

There will not be any secondary market for the Shares. Furthermore, the Shares have not been registered under the Act or the securities laws of any state and, as a result, there are significant restrictions imposed upon the distribution or transfer of the Shares. See "RESTRICTIONS ON TRANSFER OF SHARES." ACCORDINGLY, INVESTMENT IN THE SHARES IS SUITABLE ONLY FOR PERSONS OF ADEQUATE FINANCIAL MEANS WHO HAVE NO NEED FOR LIQUIDITY WITH RESPECT TO THEIR INVESTMENT AND WHO CAN BEAR THE ECONOMIC RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Each Investor must represent that he is acquiring the Shares for his own account for investment only and not with a view toward resale or distribution and that he has received and carefully reviewed this Memorandum and the Exhibits to this Memorandum. The laws of certain states may impose more restrictive standards than those set forth above and may also require that such standards be met by Persons to whom Shares are transferred subject to the approval of the Company. In such event, the laws of such states will govern whether an Investor may hold the Shares. Investors should carefully read the requirements of certain states as shown in the various legends contained herein. INVESTORS WILL BE REQUIRED TO REPRESENT IN WRITING THAT THEY MEET THESE REQUIREMENTS. See "TERMS OF THE OFFERING."

Investor Questionnaire and Subscription Agreement

To ensure that an Investor satisfies the investor suitability standards, each Investor electing to reaffirm his initial investment in the Shares is required to complete an Investor Questionnaire and Subscription Agreement, which are attached hereto, designed in part to determine whether the Investor has the requisite knowledge and experience in financial and business matters. Investors who have previously completed and returned to Fennemore Craig, P.C. an Investor Questionnaire in the form attached need not provide a second Investor Questionnaire with respect to this offering, unless otherwise required by the Company.

TERMS OF THE OFFERING

General

From June 1, 2007 through September 5, 2007, the Company sold an aggregate of 538,774 shares of its Class A Common Stock, no par value per share (the "Shares"), to the Investors. For each Share purchased by a single Investor, the Company issued such Investor warrants to purchase additional Shares as follows (the "Warrants"): a Warrant to purchase .5 (one-half) Shares at an exercise price of $4.50 per Share for a period of nine (9) months from the time of original purchase of the Shares; and (2) a second Warrant to purchase .25 (one-quarter) Shares at an exercise price of $4.75 per Share for a period of eleven (11) months from the original purchase of the Shares.

Pursuant to this Memorandum, the Company is offering the Investors who are Accredited Investors the right to (i) reaffirm their initial investment at the level actually paid for and receive stock certificates evidencing their equity ownership in the Company, and warrants evidencing their right to purchase additional Shares, (ii) if applicable, remit additional funds to the Company in the amount originally subscribed for and receive stock certificates evidencing their equity ownership in the Company and warrants evidencing their right to purchase additional Shares or (iii) rescind their initial investments, including the Warrants, and receive their full subscription price paid without interest, all on the terms and subject to the conditions set forth in this Memorandum.

Profile of Investors

The total number of Shares subscribed for was 538,774, for a total purchase price of $2,289,789.50. Some of the Investors did not remit the total purchase price for the number of Shares they subscribed for to the Company.

The total amount of money remitted to the Company is $1,236,708, thus 290,990 shares have actually been paid for. Each Investor is entitled to receive a number of warrants along with the Shares. If all Shares subscribed for are ultimately fully paid for, the number of warrants issuable will be 404,082. If no additional Shares are paid for beyond what has already been paid for, the number of accompanying warrants issuable will be 218,243. There is a total of 45 Investors.

The mean number of shares subscribed for is 11,972.76. The median number of shares subscribed for is 10,000. The mode of the shares subscribed for is also 10,000. The number of shares subscribed for ranges from a low of 1,000 to a high of 50,000, with corresponding subscribed values of $4,250 and $212,500. The least amount of money actually remitted to the Company by an Investor is $0, and the most amount of money actually remitted to the Company by an Investor is $102,000.

CA-YES, LLC sold the property on which the Fiesta Mesa Facility will be built to Fiesta Mesa, and as partial payment, its member, Edward Soliz, received an option to purchase 50,000 Class A Shares for $5,000 and warrants to purchase 25,000 Class A Shares at an exercise price per share of $4.50 for a period of nine (9) months from the time of original purchase of the Shares and a second warrant to purchase 12,500 Class A Shares at an exercise price per share of $4.75 for a period of eleven (11) months from the time of original purchase of the Shares.

Investment Election

The offering to Investors made by this Private Placement Memorandum expires on November 30, 2007 (the "Expiration Date"). On or before the Expiration Date, each Investor must deliver to the Company the Investment Election in the form attached hereto as Exhibit B, indicating such Investor's election to reaffirm his investment and remain as a shareholder of the Company, to remit additional funds and receive the total number of Shares subscribed for, if applicable, or to rescind his investment and receive a full refund of his subscription price for the Shares without interest. If an Investor fails to respond to the Company by the Expiration Date, he shall be deemed to have elected to rescind his investment. All elections shall be irrevocable after the Expiration Date. Investors who elect to remain as shareholders must also complete the Subscription Agreement and related Questionnaires set forth in Exhibits C and D hereto. No Investor will be permitted to remain as a shareholder of the Company unless he meets the suitability standards set forth in "Suitability Standards" and in the Subscription Documents.

The Company will advise an Investor of its acceptance or rejection of the subscription as promptly as practicable upon receipt, but in no event later than 30 days after receipt. A subscription is not subject to withdrawal by an Investor. No later than December 31, 2007, the Company will forward to Investors stock certificates and warrants or rescission proceeds, as the case may be; provided, however, that if a significant number of Investors seek rescission, there will likely be some delay in returning proceeds as the Company seeks operating cash flow or additional financing. See "RISK FACTORS."

The information provided herein is Management's representation and statement of the facts discussed herein and should be regarded as such.

EXHIBIT A

1. SEED Corporation Balance Sheet as of September 15, 2007
2. SEED Corporation Profit & Loss, January 1, 2007 through September 15, 2007
3. Fiesta Mesa Self Storage Balance Sheet as of September 15, 2007
4. Fiesta Mesa Self Storage Profit & Loss, January 1, 2007 through September 15, 2007

SEED CORPORATION 07
Balance Sheet
Accrual Basis — As of September 15, 2007

	Sep 15, 07
ASSETS	
Current Assets	
Checking/Savings	
Pay Pal	1,972.36
Wells Fargo Bank	29,922.06
Wells Fargo Operating 4421	194,101.35
Wells Fargo Savings 0121	25,000.00
Total Checking/Savings	250,995.77
Accounts Receivable	
Accounts Receivable	9,272.16
Total Accounts Receivable	9,272.16
Other Current Assets	
Elite LLC Deposits-Property	1,500.00
Investment- Elite SS	2,500.00
Investment - Fiesta Mesa SS	708,751.59
Prepaid Expenses	
Legal - Retainer on Acct.	25,000.00
Total Prepaid Expenses	25,000.00
Total Other Current Assets	737,751.59
Total Current Assets	998,019.52
Fixed Assets	
Computer Equipment	33,580.88
Office Equipment	13,250.00
Furniture and Equipment	4,011.79
Total Fixed Assets	50,842.67
TOTAL ASSETS	1,048,862.19
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Salaries	8,333.32
Total Other Current Liabilities	8,333.32
Total Current Liabilities	8,333.32
Long Term Liabilities	
Notes Payable - Javinett	13,250.00
Total Long Term Liabilities	13,250.00
Total Liabilities	21,583.32
Equity	
Capital Stock	1,236,708.00
Net Income	-209,429.13
Total Equity	1,027,278.87
TOTAL LIABILITIES & EQUITY	1,048,862.19

Accrual Basis

SEED CORPORATION 07
Profit & Loss
January 1 through September 15, 2007

		Jan 1 - Sep 15, 07
Ordinary Income/Expense		
Income		
Rent Income - Suite 125		4,272.16
Total Income		4,272.16
Expense		
Officer Salaries		33,333.32
Marketing		3,050.00
Rent Expense - Suite 125		4,272.16
Advertising and Promotion		1,261.83
Bank Service Charges		13.00
Finders Fee (5%)		28,283.88
Computer Equipment Expensed		2,559.91
Internet & Web Hosting		27.45
Meals and Entertainment		750.42
Office Supplies		7,920.53
Postage and Delivery		175.87
Professional Fees		
Consulting - IT	17,400.00	
Consulting - Stock Documents	15,148.75	
Consulting - Office Management	80.00	
Consulting - Mgmt Consulting	16,427.50	
Accounting	6,233.75	
Legal Fees	55,000.00	
Total Professional Fees		110,290.00
R&D Expenses		2,170.00
Rent Expense		11,472.78
Repairs and Maintenance		5,269.22
Telephone Expense		1,262.89
Utilities-electricity		1,588.03
Total Expense		213,701.29
Net Ordinary Income		-209,429.13
Net Income		-209,429.13

Accrual Basis

Fiesta Mesa Self Storage
Balance Sheet
As of September 15, 2007

	Sep 15, 07
ASSETS	
Current Assets	
Checking/Savings	
Wells Fargo	4,224.40
Wells Fargo Operating 4389	251,225.24
Total Checking/Savings	255,449.64
Total Current Assets	255,449.64
Fixed Assets	
Capitalized Construction Costs	200,670.75
Furniture and Equipment	1,800.00
Total Fixed Assets	202,470.75
Other Assets	
Land Purchase	1,001,368.29
Organization Expenses	10,000.00
RFID Project Development & R&D	65,000.00
Total Other Assets	1,076,368.29
TOTAL ASSETS	1,534,288.68
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Fiesta Mesa SS Property Loan	
FM Property Loan Due CA-Yes LLC	250,000.00
Property Loan 1st, Grand Canyon	480,000.00
Total Fiesta Mesa SS Property Loan	730,000.00
Total Other Current Liabilities	730,000.00
Total Current Liabilities	730,000.00
Total Liabilities	730,000.00
Equity	
Member Capital Paid	
Member SEED Corp.	708,751.59
Randall and Marilyn Simonson	116,645.00
Total Member Capital Paid	825,396.59
Net Income	-21,107.91
Total Equity	804,288.68
TOTAL LIABILITIES & EQUITY	1,534,288.68

Fiesta Mesa Self Storage
Profit & Loss
January 1 through September 15, 2007

Accrual Basis

	Jan 1 - Sep 15, 07
Ordinary Income/Expense	
Expense	
Bank Service Charges	39.00
Computer Equipment (Expensed)	540.00
Computer Expenses	480.00
Dues and Subscriptions	50.00
Office Supplies	75.80
Postage and Delivery	441.60
Professional Fees	
Accounting	5,300.00
IT – Computer	1,789.00
Legal	545.00
Management - Financial	3,112.50
Total Professional Fees	10,746.50
Rent Expense	4,220.00
Repairs and Maintenance	5,055.01
Total Expense	21,647.91
Net Ordinary Income	-21,647.91
Net Income	-21,647.91

EXHIBIT C

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

Mail to: Fennemore Craig, P.C.
Attention: Robert Pasionek
3003 N. Central Ave., Ste. 2600
Phoenix, Arizona 85012

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby rejects the rescission offer made by the Company in the Private Placement Memorandum dated October 30, 2007 (the "Memorandum") and subscribes for and agrees to purchase the following securities of the Company:

_____ shares of Class A Stock of the Company (the "Shares"), at a price per share of $_____, such Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price.

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $_____, representing $_____ per share multiplied by the number of Shares, less any amount previously remitted to the Company under the previous offering.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

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(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

2. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

3. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

4. Release. The undersigned (for himself, his agents, heirs executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's original investment in the Shares. The undersigned by signing below also acknowledges and agrees that this is a general release, and further expressly waives and assumes the risk of any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this ___ day of _____, 2007.

_____
(Signature of Purchaser)

_____
(Name of Purchaser)

Accepted and agreed to this ____
day of _____, 2007.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2007.

Signature: _____
Name:_____

EXHIBIT D

INVESTOR QUESTIONNAIRES

The undersigned person, desiring to acquire information in connection with a potential investment in SEED Corporation, an Arizona corporation (the "Company"), hereby completes and provides to the Company this Investor Questionnaire. **ALL INFORMATION WILL BE TREATED CONFIDENTIALLY.** Individuals, Entities and Equity Owners of Entities, as applicable, must provide all the information that follows in order to receive information about the Company. Attach additional sheets if necessary.

Special Instructions:

- **Individuals** should complete Sections 1 through 3 and Section 11 and should read Section 10.
- **Entities** should complete Sections 4 through 6 and Section 11 and should read Section 10.
- If necessary, the **Equity Owners of Entities** should complete Sections 7 through 9 and should read Section 10.

INDIVIDUAL INVESTOR INFORMATION (Sections 1 through 3) (to be completed only if the investor is an individual and will be holding the stock of the Company as an individual).

1. **Individual Investor(s).**

(A) Legal Name: _____

(B) Mailing Address: _____

_____

(C) Business Address: _____

_____

(D) Business Telephone: (____) _____

(E) Occupation: _____

(F) Age: _____

(G) Marital Status: _____

(H) Home Address (Complete only if different from either address above):

_____

_____

(I) Home Telephone: (____) _____

(J) Level of Education (check highest level completed):

High School _____ Bachelor's Degree _____ Master's Degree _____

Doctorate _____ Professional Degree _____

Name of Investor Completing Questionnaire: _____

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- Individual Investors, continued –

(K) In which state(s) or province(s), if any, are you registered to vote?

_____

(L) In which state(s) or province(s), if any, do you presently hold a valid driver's license?

_____

(M) Please list your driver's license number(s).

_____

2. **"Accredited" Status For Individual(s):**

(A) Does your individual net worth (inclusive of home, furnishings and automobiles) or the joint net worth of you and your spouse (if any), exceed $1,000,000 at the present time?

Yes _____ No _____

(B) Did your individual income exceed $200,000, or did your joint income with your spouse, if any, exceed $300,000, in each of the past two years, and do you reasonably expect an income in excess of the same level this year?

(For this purpose, individual income is computed by adding the following items to adjusted gross income for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt securities, any losses allocated from a limited liability company, amounts contributed to an IRA or Keogh retirement plan and alimony payments.)

Yes _____ No _____

Please list your annual income for the following years:

2005 _____

2006 _____

2007 (estimated) _____

(C) Are you a director, executive officer, or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company?

Yes _____ No _____

3. **Individual Experience Questions.**

(A) Have you ever invested in a passive real estate investment?

Yes _____ No _____

If yes, how many times? _____

Name of Investor Completing Questionnaire: _____

- Individual Experience Questions, continued -

(B) Have you ever sued a corporation, limited liability company, general partner, managing member or executive officer?

Yes _____ No _____

If yes, please explain in detail: _____

_____

_____

_____

ENTITY INFORMATION (Sections 4 through 6)

TO BE COMPLETED ON BEHALF OF _____ (THE "INVESTOR" OR THE "ENTITY").

4. **General Information**

(A) Name of Investor: _____

(B) Date of formation: _____

(C) Purpose of formation (please note particularly whether the purpose is to make this investment):

_____

_____

(D) State of formation: _____

(E) State of principal place of business: _____

(F) States in which Entity is qualified to do business:

_____

_____

(G) Mailing address:

_____

_____

(H) Business telephone: _____

(I) Number of members:

_____

5. **Investment Authority**

Name of Investor Completing Questionnaire: _____

The Entity may be required by the Company to provide information with respect to investment authority including, without limitation, corporate resolutions and an opinion of counsel.

6. **Accredited Investor Status**

Is the Entity an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act"), by virtue of being any of the following?

(A) A 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?

Yes _____ No _____

(B) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934?

Yes _____ No _____

(C) An insurance company as defined in Section 2(a)(13) of the Act?

Yes _____ No _____

(D) An investment company registered under the Investment Company Act of 1940?

Yes _____ No _____

(E) A business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940?

Yes _____ No _____

(F) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958?

Yes _____ No _____

(G) A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, which plan has total assets in excess of $5,000,000?

Yes _____ No _____

(H) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 and (a) the investment decision relating to the stock of the Company is being 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 (b) the plan has total assets in excess of $5,000,000, or (c) the plan is a self-directed plan with investment decisions made solely by persons who are accredited investors?

Yes _____ No _____

(I) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940?

Yes _____ No _____

- Accredited Investor Status Continued -

(J) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring stock of the Company, with total assets in excess of $5,000,000?

Yes _____ No _____

(K) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring stock of the Company, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act?

Yes _____ No _____

(L) An entity, all of the equity owners of which are accredited investors because each such owner can answer "yes" to one or more of the foregoing questions or, if a natural person, to one or more of the questions set forth in Section 2(A), (B) or (C) of this Accredited Investor Questionnaire?

Yes _____ No _____

If you checked "Yes" to Section 6 only in subsection (L), please have each equity owner of the Entity (i.e., each member, shareholder, or other interest or unit holder) complete a copy of Sections 7, 8 and 9 of this Accredited Investor Questionnaire entitled "Equity Owner Information" on pages 6 to 9. (Please make additional copies of these sections as necessary.)

Otherwise, if you did not check "Yes" to Section 6 only in subsection (L), proceed to Section 10 and do not complete Sections 7, 8 or 9.

EQUITY OWNER INFORMATION (Sections 7 through 9) (to be completed only if the applicable entity is an accredited investor solely by virtue of the fact that all equity owners of such entity are accredited investors.)

TO BE COMPLETED BY EACH EQUITY OWNER (i.e., PARTNER, SHAREHOLDER, MEMBER, GRANTOR OR BENEFICIARY). (Please make additional copies for each equity owner as necessary.)

7. **General Information on Equity Owner**

Name: _____

Mailing Address: _____

_____

Business Telephone: (____) _____

8. **Personal Data (to be completed by Individuals only)**

Age: _____ Marital Status: _____

Home Address (Complete only if different from address above):

_____

_____

Home Telephone: (____) _____

9. **"Accredited" Status of Equity Owner For Individuals**:

(A) Does your individual net worth (inclusive of home, furnishings and automobiles) or the joint net worth of you and your spouse (if any), exceed $1,000,000 at the present time?

Yes _____ No _____

(B) Did your individual income exceed $200,000, or did your joint income with your spouse, if any, exceed $300,000, in each of the past two years, and do you reasonably expect an income in excess of the same level this year?

(For this purpose, individual income is computed by adding the following items to adjusted gross income for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt securities, any losses allocated from a limited liability company, amounts contributed to an IRA or Keogh retirement plan and alimony payments.)

Yes _____ No _____

(C) Are you a director, executive officer, or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company?

Yes _____ No _____

For Entities/Non-Individuals:

Are you:

(D) A 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?

Yes _____ No _____

(E) A broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934?

Yes _____ No _____

(F) An insurance company as defined in Section 2(a)(13) of the Act?

Yes _____ No _____

(G) An investment company registered under the Investment Company Act of 1940?

Yes _____ No _____

(H) A business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940?

Yes _____ No _____

(I) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958?

Yes _____ No _____

- "Accredited" Status of Equity Owner, continued –

(J) A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, which plan has total assets in excess of $5,000,000?

Yes _____ No _____

(K) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 and (a) the investment decision is being 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 (b) the plan has total assets in excess of $5,000,000 or (c) the plan is a self-directed plan with investment decisions made solely by persons who are accredited investors?

Yes _____ No _____

(L) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940?

Yes _____ No _____

(M) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring stock of the Company, with total assets in excess of $5,000,000?

Yes _____ No _____

(N) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring stock of the Company, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act?

Yes _____ No _____

(O) An entity, all of the equity owners of which are accredited investors because each such owner can answer "yes" to one or more of the foregoing questions or, if a natural person, to one or more of the questions set forth in Section 2(A), (B) or (C) of this Accredited Investor Questionnaire?

Yes _____ No _____

If you checked "Yes" to Section 9 only in subsection (O), please have each equity owner of the applicable entity (i.e., each partner, shareholder, member, grantor or beneficiary) complete a copy of Sections 7, 8 and 9 of this Questionnaire entitled "Equity Owner Information" on pages 7 to 9. (Please make additional copies of these sections as necessary.)

Otherwise, if you did not check "Yes" to Section 9 only in subsection (O), proceed to Section 10 below.

10. **Representation and Warranty**. The undersigned hereby represents and warrants to the Company that (a) the information contained herein is complete and accurate and may be relied upon by the Company and (b) the undersigned will notify the Company immediately, of any material change in any of such information occurring prior to the acceptance or rejection of his, her or its subscription for Securities.

Name of Investor Completing Questionnaire: _____

ACC002134
FILE #8228

11. **Number of Shares Subscribed**. In the prior offering by the Company, conducted approximately between June 2007 and August 2007, I subscribed for _____ Class A shares (please fill in number). In addition, in connection with my subscription I received warrants to purchase _____ Class A shares (please fill in number).

IN WITNESS WHEREOF, I have executed this Investor Questionnaire this _____day of _____, 2007.

_____

Name of Investor Completing Questionnaire: _____

ACC002135
FILE #8228

CONFIDENTIAL # 2068

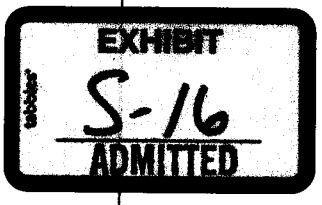
SEED CORPORATION

$5,000,000

1,000,000 Shares

Minimum Subscription 5,000 Shares

SEED Corporation
4049 E. Presidio Street, Suite 101
Mesa, AZ 858215



PRIVATE PLACEMENT MEMORANDUM

SEED CORPORATION
OFFERING OF UP TO 1,000,000 SHARES OF CLASS A COMMON STOCK
MINIMUM INVESTMENT $25,000

SEED Corporation, an Arizona corporation (the "Company"), has no significant operations currently, but intends to develop and acquire environmentally friendly "Green" real estate-based income producing properties and developments, commercial projects and products. The Company owns all of the issued and outstanding membership interests in Fiesta Mesa Self Storage LLC which intends to develop a self storage and document storage facility in Mesa, Arizona. See "DESCRIPTION OF BUSINESS."

This is an offering of up to 1,000,000 shares of Class A Common Stock, no par value per share, of the Company (the "Shares"), at a price of $5.00 per Share. Each investor must purchase a minimum of 5,000 Shares, although the Board of Directors reserves the right to accept subscriptions for less than $25,000. For each 10,000 Shares purchased by an investor, that investor will receive warrants to purchase 5,000 additional Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Share purchase (the "Warrants").

This is a "best efforts" offering, which will terminate on February 12, 2008. The termination date may be extended by the Company in its discretion for an additional period not to exceed 120 days.

We are offering the Shares only to accredited investors in a private placement pursuant to Regulation D of the Securities Act of 1933, as amended. This Private Placement Memorandum ("Memorandum") contains highly confidential information regarding our Company, and we expect everyone who reviews this Memorandum to keep the contents in strict confidence and to use the Memorandum only for the purpose of evaluating an investment in our common stock.

	Price to Investors[1]	Proceeds to the Company[2]
Per Share of Class A Common Stock	$5.00	$4.67
Total Offering	$5,000,000	$4,675,000

(1) From June 1, 2007 through September 5, 2007, the Company sold an aggregate of 538,774 shares of its Class A Common Stock, no par value per share, to a total of forty-five (45) investors and in October 2007 offered such Investors a right of rescission with respect to their investment. The Company intends to seek up to $5,000,000 of equity financing, including the equity of such investors that remain as investors in the Company.

(2) We will pay estimated offering expenses, including legal, accounting, filing fees and organizational costs of approximately $325,000.

This offering involves substantial risks. The Shares are speculative securities that have not been registered under the securities laws of any jurisdiction. All investors will be required to make representations with respect to their net worth or income and to represent, among other things, that they are familiar with and understand the terms of this offering. Transferability of Shares is subject to substantial restrictions. No organized trading market for the Shares exists or is expected to develop. Investors should be aware that they may be required to bear the financial risks of this investment for an indefinite period of time. See "SUITABILITY STANDARDS," "RISK FACTORS" AND "RESTRICTION ON TRANSFER OF SHARES."

These securities have not been approved or disapproved by the securities and exchange commission or any state securities commission, nor has the securities and exchange commission or any state securities commission passed upon or endorsed the merits of this offering or the accuracy or adequacy of this Memorandum. Any representation to the contrary is a criminal offense.

The date of this Private Placement Memorandum is November 12, 2007.

THIS MEMORANDUM HAS BEEN PREPARED FOR DISTRIBUTION TO A LIMITED NUMBER OF INVESTORS FOR THEIR CONFIDENTIAL USE SOLELY TO ASSIST THEM IN EVALUATING THE OFFER MADE HEREBY. THE CONTENTS OF THIS MEMORANDUM MAY NOT BE DISCLOSED TO ANYONE (OTHER THAN THE INVESTORS' LEGAL COUNSEL, ACCOUNTANTS AND ADVISORS) WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. IN ADDITION TO THIS MEMORANDUM, AN INVESTOR SHOULD CAREFULLY READ THE SUBSCRIPTION DOCUMENTS. IF YOU DECIDE NOT TO INVEST IN THE SHARES, YOU MUST RETURN THIS MEMORANDUM AND ALL RELATED EXHIBITS, AND OTHER DOCUMENTS TO US AT SEED CORPORATION, 4049 E. PRESIDIO, STREET, #101, MESA, ARIZONA 85215.

INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS AS INVESTMENT, LEGAL OR TAX ADVICE. IN ORDER TO FULLY AND EFFECTIVELY PROTECT HIS BEST INTEREST, EACH INVESTOR SHOULD CONSULT HIS OWN ATTORNEY, ACCOUNTANT AND/OR OTHER ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS PRIOR TO MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SHARES.

NO GENERAL SOLICITATION WILL BE CONDUCTED AND NO OFFERING LITERATURE OR ADVERTISING IN WHATEVER FORM WILL OR MAY BE EMPLOYED IN THIS OFFERING, EXCEPT FOR THIS MEMORANDUM (INCLUDING AMENDMENTS AND SUPPLEMENTS HERETO), THE EXHIBITS HERETO AND DOCUMENTS SUMMARIZED HEREIN OR DELIVERED HEREWITH. NO UNDERWRITER, DEALER OR SALES REPRESENTATIVE HAS BEEN ENGAGED BY THE COMPANY IN CONNECTION WITH THIS OFFERING. FURTHER, NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS OFFERING OR WITH RESPECT TO THE SHARES OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM AND IN THE SUBSCRIPTION DOCUMENTS (INCLUDING AMENDMENTS AND SUPPLEMENTS THERETO), AND, IF GIVEN OR MADE, SUCH INFORMATION, REPRESENTATIONS OR WARRANTIES MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THE INFORMATION IN THIS MEMORANDUM REPLACES ANY AND ALL INFORMATION PREVIOUSLY PROVIDED OR MADE AVAILABLE TO INVESTORS WITH RESPECT TO THE COMPANY OR AN INVESTMENT IN THE COMPANY'S SECURITIES.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF ANY OFFER TO BUY, ANY SECURITIES OTHER THAN THE SECURITIES TO WHICH IT RELATES OR AN OFFER TO, OR SOLICITATION OF, ANY PERSON IN ANY JURISDICTION WHERE SUCH AN OFFER OR SOLICITATION WOULD BE UNLAWFUL. NEITHER DELIVERY OF THIS MEMORANDUM NOR ANY SALES MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

DURING THE COURSE OF THE OFFERING AND PRIOR TO SALE, EACH INVESTOR AND HIS INVESTMENT ADVISOR(S), IF ANY, ARE INVITED TO ASK QUESTIONS OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, THE BUSINESS AND OPERATIONS OF THE COMPANY, AND ANY OTHER MATTER DISCUSSED IN THIS MEMORANDUM, AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH IN THIS MEMORANDUM. INVESTORS OR ADVISORS HAVING QUESTIONS OR DESIRING ADDITIONAL INFORMATION SHOULD CONTACT THE COMPANY AT THE FOLLOWING ADDRESS AND TELEPHONE NUMBER:

SEED Corporation
Attention: Mr. Randall Simonson
4049 E. Presidio Street, #101
Mesa, Arizona 85215
(480) 374-7400

ACC002013
FILE #8228

THIS MEMORANDUM CONTAINS SUMMARIES OF CERTAIN DOCUMENTS BELIEVED TO BE ACCURATE, BUT REFERENCE IS HEREBY MADE TO THE ACTUAL DOCUMENTS FOR COMPLETE INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES THERETO. COPIES OF SUCH DOCUMENTS ARE AVAILABLE AT THE OFFICES OF THE COMPANY AND ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE ACTUAL DOCUMENTS. ALL DOCUMENTS RELATING TO THIS INVESTMENT WILL BE MADE AVAILABLE TO THE INVESTOR AND HIS INVESTMENT ADVISOR(S) UPON REQUEST.

THE COMPANY RESERVES THE RIGHT TO REJECT ANY OFFER TO PURCHASE SHARES, TO SELL TO ANY INVESTOR LESS THAN THE NUMBER OF SHARES THAT THE INVESTOR OFFERS TO BUY, AND TO WAIVE THE REQUIREMENT TO PURCHASE A MINIMUM OF 5,000 SHARES. NO FRACTIONAL SHARES WILL BE ISSUED BY THE COMPANY.

For residents of Arizona, California, Illinois, Louisiana, Massachusetts, Oklahoma, Texas, Wisconsin and West Virginia :
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 RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION 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.

For residents of Florida:

THE UNITS REFERRED TO HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE HOLDER IN A TRANSACTION EXEMPT UNDER § 517.061 OF THE FLORIDA SECURITIES ACT. THE UNITS HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL FLORIDA RESIDENTS SHALL HAVE THE PRIVILEGE OF VOIDING THE PURCHASE WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER, OR AN ESCROW AGENT OR WITHIN THREE DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER.

For residents of Nevada:

THESE SECURITIES REPRESENTED IN THE OFFERING DOCUMENTS OR SUBSCRIPTION DOCUMENTS ARE BEING SOLD PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION AND QUALIFICATION PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH THE REGISTRATION OR QUALIFICATION PROVISIONS OF APPLICABLE FEDERAL AND STATE LAWS OR APPLICABLE EXEMPTIONS THEREFROM.

No securities will be sold in New York at any time.

Forward Looking Statements

This Memorandum contains forward-looking statements that involve risks and uncertainties, many of which are beyond the Company's control. These statements relate to future events or the Company's future

financial performance. All statements, other than statements of historical facts included in this Memorandum, regarding the Company's strategy, future operations, financial position, projected costs, prospects, plans and objectives of management are forward-looking statements. In some instances, you can identify forward-looking statements by terminology including "may," "could," "should," "will," "expect," "plan," "intend," "believe," "anticipate," "predict," "continue," "potential," or "opportunity," the negative of these terms or other comparable terms.

Forward-looking statements in this Memorandum are only predictions. Actual events or results may differ materially. In evaluating these statements, you should specifically consider various factors, including the risks described above and in any other parts of this Memorandum. These factors may cause the Company's actual results to differ materially from any forward-looking statement.

Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, it cannot and does not guarantee future results, performance or achievements. All forward-looking statements speak only as of the date of this Memorandum. The Company is under no duty to update any of the forward-looking statements after the date of this Memorandum to conform them to actual results or to changes in expectations.

THIS MEMORANDUM IS NOT, AND UNDER NO CIRCUMSTANCES IS IT TO BE CONSTRUED AS, A PUBLIC OFFERING TO SELL, OR PUBLIC SOLICITATION OF ANY OFFER TO BUY, THE SHARES. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE SHARES IN ANY STATE OR OTHER JURISDICTION IN WHICH, OR TO ANY PERSON TO WHOM, IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

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MEMORANDUM SUMMARY

The following summary of certain information contained in this Memorandum is not complete. This summary is qualified in its entirety by the more detailed information appearing elsewhere in this Memorandum. Investors must read the entire Memorandum and the exhibits. The Shares offered hereby are speculative and involve a high degree of risk. See "RISK FACTORS." References in this Memorandum to "we," "our," and "us" refer to SEED Corporation, an Arizona corporation. References to "investors," "you," and "your" refer to the individuals to whom we have provided this Memorandum.

The Company

SEED Corporation, an Arizona corporation (the "Company"), has no present income from operations, but is in the process of developing the Fiesta Mesa Self Storage and Document Storage facility. The Company is also in the process of analyzing the potential acquisition of additional income producing properties or facilities. All such potential property or facility acquisitions will be built or converted to be environmentally friendly and "Green" where financially feasible, but in all cases, such properties will only be acquired or developed by the Company if the Company expects that such prospective property acquisitions or developments will be profitable ventures that are likely to provide growth in equity and/or likely to generate mid-term positive cash flow for the Company. The Company owns all of the issued and outstanding membership interests in Fiesta Mesa Self Storage LLC which intends to develop a self storage and document storage facility in Mesa, Arizona. See "DESCRIPTION OF BUSINESS – Fiesta Mesa Facility."

The Offering

The Offering: Pursuant to this Memorandum, we are offering on a "best efforts" basis up to 1,000,000 shares of Class A Common Stock, no par value per share, of the Company (the "Shares"), at a price of $5.00 per Share. Each investor must purchase a minimum of 5,000 Shares, although the Board of Directors reserves the right to accept subscriptions for less than $25,000. For each 10,000 Shares purchased by an investor, that investor will receive warrants to purchase 5,000 additional Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Share purchase. See "TERMS OF THE OFFERING."

The Warrants are non-detachable, and may be exercised only by the holder of the Shares to which the Warrants are attached. This offering will terminate on February 12, 2008. The termination date may be extended by the Company in its discretion for an additional period not to exceed 120 days.

From June 1, 2007 through September 5, 2007, the Company sold an aggregate of 538,774 shares of its Class A Common Stock, no par value per share (the "Prior Shares"), to a total of forty-five (45) investors (the "Prior Investors"). See "TERMS OF THE OFFERING – Profile of Prior Investors." For each Prior Share purchased by a Prior Investor, the Company issued such Prior Investor warrants to purchase additional Shares as follows: a warrant to purchase .5 (one-half) Shares at an exercise price of $4.50 per Share for a period of nine (9) months from the time of original purchase of the Prior Shares; and (2) a second warrant to purchase .25 (one-quarter) Shares at an exercise price of $4.75 per Share for a period of eleven (11) months from the original purchase of the Prior Shares. Pursuant to a Private Placement Memorandum dated October 30, 2007 the (the "Rescission Memorandum"), the Company offered the Prior Investors who are Accredited Investors the right to (i) reaffirm their initial investment in the Prior Shares in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm their initial investment in the Prior Shares in the amount that was originally subscribed for, and remit additional funds to the Company, or (iii) rescind their initial investment and receive a return of the full subscription price paid without interest. Prior Investors who are not Accredited Investors will be required to elect the rescission option. See "TERMS OF THE OFFERING." If a

Prior Investor fails to complete and return the proper documentation to the Company by November 30, 2007, he shall be deemed to have elected to rescind his purchase of the Prior Shares.

The Company is seeking up to $5,000,000 of equity financing, including the equity investment of Prior Investors, if any, that remain as investors in the Company. The source of the funds with which the Company will repay Prior Investors electing to rescind their initial investments will be the proceeds, if any, from this offering, from the balance payable for subscriptions by Prior Investors electing to reaffirm their initial investments in the Prior Shares, the Company's operations, and future equity financings.

Anticipated Closing Date: February 12, 2008

Risk Factors: Investors should carefully consider the factors listed under the heading "RISK FACTORS."

How to Subscribe

To subscribe for Shares, you must complete, execute, and deliver an executed Subscription Agreement (attached as Exhibit C), and an Investor Questionnaire (attached as Exhibit D) to Randall Simonson at SEED Corporation, 4049 E. Presidio Street, #101, Mesa, Arizona 85215. Subject to our acceptance, your execution of the Subscription Agreement and Investor Questionnaire will constitute your agreement to the terms and conditions contained therein. We will advise you of our acceptance or rejection of the subscription as soon as practicable upon receipt or, at the latest, 15 business days after we receive the executed Subscription Agreement and Investor Questionnaire. You may not withdraw a Subscription Agreement or Investor Questionnaire once you deliver it to us.

We reserve the right to reject any offer to purchase Shares, to sell to any investor less than the number of Shares that the investor offers to buy, or to waive the requirement to purchase a minimum of 5,000 Shares. We will only sell Shares to Accredited Investors. We have the right to change the terms of this offering, including the right to extend the termination date of this offering, without prior notice and without the consent of any subscriber or potential investor.

If you have any questions about this offering, please contact Randall Simonson at (480) 374-7400.

DESCRIPTION OF BUSINESS

The Company is an Arizona "C" corporation incorporated on April 18, 2007. The Company was formed by Randall and Marilyn Simonson with the primary business purpose of developing and acquiring environmentally friendly "Green" real estate-based income producing properties and developments, commercial projects and products. Prior to the inception of the Company, through many years of research, planning and engineering, the Simonsons began the development of the Fiesta Mesa Self Storage project, a Class "A" self storage and document storage facility in Mesa, Arizona (the "Fiesta Mesa Facility"). The Simonsons formed Fiesta Mesa Self Storage LLC ("Fiesta Mesa") on May 9, 2007 to develop and own the Fiesta Mesa Facility. On October 29, 2007, the Company purchased all of the issued and outstanding membership interests in Fiesta Mesa, which is an Arizona limited liability company, from the Simonsons in exchange for an immediate cash payment of $1.00 plus an additional $1,000,000 to be paid to the Simonsons upon issuance of the Certificate of Occupancy for the Fiesta Mesa Facility by the City of Mesa, Arizona. All equity investments previously made by the Company in Fiesta Mesa were credited to the account of the Company. See "DESCRIPTION OF BUSINESS – Fiesta Mesa Facility" and "RISK FACTORS."

While the proposed Fiesta Mesa Facility is the Company's current "flagship" project, it is only one of many the Company intends to develop, assemble or acquire to build stockholder value. Others include the development of a document and file location and retrieval system utilizing radio frequency identification technology and the Company's position in the Consortium (as defined below).

A strategic alliance has been forged between the Company, Alter-Air Corporation and ETA Engineering, Inc., whereby the companies have entered into a non-binding letter of intent agreeing to exchange a certain number of shares of stock in the future. This strategic alliance is referred by its members as the "Consortium". The Consortium was assembled by the Company for the purpose of combining the Consortium members' products, services and technologies into a packaged beneficial offering to green developers. The Company will receive sales commissions on sales of other Consortium members' products and services that the Company initiates. ETA Engineering, Inc. is an Arizona-based corporation specializing in the engineering, manufacture and sales of solar power generation and renewable energy systems and equipment. Alter-Air Corporation is an Arizona-based manufacturer of a patented, non-Freon and non-compressor air conditioning system.

Fiesta Mesa Facility

The Fiesta Mesa Facility will be constructed of energy efficient, environmentally friendly materials and components that represent today's leading-edge innovations in green building and sustainable energy technologies. To maximize the energy efficiency of the Fiesta Mesa Facility, special exterior panels will be incorporated that have many times the insulation value over conventional building panels. The solar power generation system will provide both high and low voltage electricity for the facility. Low voltage lighting will be used throughout, not only reducing the direct power demand, but also almost eliminating the excessive heat generated by conventional lighting products. The low voltage lights incorporate the latest advances in LED lighting technology and have a life in excess of 20 years. It is anticipated that the Fiesta Mesa Facility will produce a surplus of electrical power which will be sold back to the power utility. There is a possibility that the Company's use of these environmentally-friendly technologies in the construction and operation of the Fiesta Mesa Facility may qualify the Company for certain tax credits from the Internal Revenue Service. The Company intends, if it does not have sufficient taxable income to make valuable economic use of these credits, to sell the credits for pecuniary gain or to distribute the credits to affiliates of the Company, as permitted by statute.

Fiesta Mesa's record storage and file management business segment will be located in a 24 foot tall basement, which will further add to the overall energy efficiency and savings. While basement construction is becoming more popular in this industry, it also offers special benefits for the Fiesta Mesa Facility. Record storage revenues are cubic foot driven, unlike the self storage segment that only generates revenue by the square foot.

It is anticipated that Fiesta Mesa's record storage and file management segment will generate more revenue from the basement than that generated from the entire three above-ground floors of public self storage. There is a substantial market gap in the record storage and file management industry in the Phoenix, Arizona market. There are two major types of record storage offered; the first is bulk, archived storage of cartons of files, and the second is Fiesta Mesa's target market which is a secure record storage with full and immediate retrieval ability. The greater market gap is in the latter.

Fiesta Mesa intends to use a carton location system that is at the cutting-edge of the document storage industry. Fiesta Mesa has contracted with Integrated Network Solutions LLC ("Integrated Network Solutions") to develop a system using radio frequency tags combined with a wireless location and computer indexing system. This insures the instant retrieval of customer's critical documents even if misplaced. The biggest problem noted by surveyed customers was the speed and accuracy of record box retrieval upon request, which often takes as long as two weeks. This is an excessive amount of time compared to Fiesta Mesa's one hour in-house retrieval guarantee.

Fiesta Mesa's record file storage targeted customers will consist of law firms, radiology labs, CPAs, physicians, title companies and many additional professionals and industries that require fast access to their securely stored files. The secure retention and retrieval of these clients' documents are often required by state and federal agencies. Fiesta Mesa is going one step further in its phase-two service by offering individual document file location and retrieval. This is accomplished by placing a radio frequency locator and identification tag on individual cartons. Fiesta Mesa has already received an indication of interest from customers for over 30,000 cartons of document storage. Until the Fiesta Mesa Facility is complete, an additional 4,800 sq. ft. space has been leased by the Company in the same building as the Company's corporate office to accommodate current orders. This record and file storage location will become the Fiesta Mesa's "showcase" record and file storage location and training center.

Fiesta Mesa has purchased a 1.5 acre parcel located at 1104 South Extension Road, Mesa, Arizona (the "Fiesta Mesa Property"), has preliminary design approval for the Fiesta Mesa Facility from the City of Mesa, Arizona, rezoning is complete, engineering plans for the Fiesta Mesa Facility are in the final stages of completion, the custom designed Alter-Air Corporation air conditioning units have been ordered and are being built, the RFID portion of the RFID-Radar file location and identification system is substantially complete, and the solar power system engineering is well in progress.

The Consortium

The Consortium members are unified in promoting and offering a combined product and service portfolio to each member's clients and prospective clients. Consortium members must comply with the highest level of green building practices, as defined by the guidelines published by Leadership in Energy and Environmental Design (LEED®), the foremost green building code certification body in the USA. The Consortium members have entered into a non-binding letter of intent to exchange a certain number of shares of stock in the future. The Consortium members will receive sales commissions on sales of other Consortium member's products and services that they initiate.

Consortium Members

Alter-Air Corporation has developed and patented an air conditioning system that can be powered by photovoltaics. Their 5-ton equivalent system doesn't need Freon or a compressor and can run on less electricity than a handheld 1800 watt hair dryer. This is an important factor in qualifying for a $1.80 per square foot energy-efficiency federal tax deduction on a building.

ETA Engineering, Inc. ("ETA") develops, engineers and markets photovoltaic systems and components. This includes the controls, grid-tie equipment, inverters, and additional patented products for photovoltaic systems. ETA exclusively provides the essential equipment that drives the Alter-Air System. They employ some of the very best engineers in the business and are the largest distributor of panels for solar power in Arizona. They have been in business for 15 years and supply approximately 40% of the solar products used in Arizona through their sales subsidiary, Dependable Solar Products.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Fiesta Mesa's Business

The 124,800 square foot Fiesta Mesa self storage and record file storage business is divided into two distinct profit centers: public self storage and record file storage with document management services.

Fiesta Mesa's Self Storage Business

The three above-ground floors of the Fiesta Mesa Facility will initially open as self storage but are designed to be easily converted to record file storage when warranted. The 96,000 square feet available for self storage will be 100% climate controlled and will be predominantly comprised of clients on month-to-month storage agreements. Of the 96,000 gross square feet in the three above ground floors, there will be approximately 68,950 square feet available for billable storage, the balance of which will be utilized by common hallways, elevators and stairs, and the business office-lobby.

The Fiesta Mesa Facility location was specifically selected due to the unique demographics, mainly, the lack of class A storage facilities in the market area and the current gross demand for 134,000 additional square feet of storage. Market demand statistics are quoted from a Market Analysis performed by Professional Self Storage Management, LLC ("Professional Self Storage Management"), a leading authority in the self storage industry. Additional selection criteria included the increased population density that will result from the construction of the new Fiesta Towers high-rise project, the expansion of the Fiesta Business Corridor and Mesa Community College, the close proximity to a major shopping mall and a market gap for small to mid-sized climate controlled units. The

Market Analysis performed by Professional Self Storage Management disclosed there were only two main competitors in the Fiesta Mesa Facility's immediate trade area. Both facilities are older, class B storage facilities which are typically filled to capacity. Neither of these competitors offers near the amenities and security as those of the proposed Fiesta Mesa Facility.

Fiesta Mesa will address the high demand and current shortage of small to mid-sized storage units. The smaller units cost slightly more to construct but the increased rent rate per square foot is much greater. Fiesta Mesa's pricing is competitive, charging slightly less than local market rental rates. The following chart illustrates Fiesta Mesa's unit mix and the associated rent/revenue rate.

Fiesta Mesa Self Storage Stabilized Rent Schedule

Unit Size	Number of Units	Blend of Units	S.F. Per Unit	Total S.F.	Rent Per Sq. Ft.	Monthly Rent per Unit	Total Monthly Rent	Annual Rent
5X5	108	16.4%	25	2,700	$1.40	$35	$3,780	$45,360
5X10	63	9.6%	50	3,150	$1.35	$68	$4,253	$51,030
10X5	30	4.6%	50	1,500	$1.35	$68	$2,025	$24,300
10X10	245	37.2%	100	24,500	$1.30	$130	$31,850	$382,200
10X15	107	16.3%	150	16,050	$1.25	$188	$20,063	$240,750
10X20	104	15.8%	200	20,800	$1.10	$220	$22,880	$274,560
10X25	1	0.2%	250	250	$1.00	$250	$250	$3,000
Totals	658	100.0%		68,950			$85,100	$1,021,200

Square feet calculations do not include common areas and hallways

The design of the top three floors of the Fiesta Mesa Facility will be strengthened from a typical self storage load bearing factor of 125 pounds per square foot to 220 pounds per square foot. This will allow the top three floors to be converted to record and document storage in the future, which yields much higher revenue per square foot. Fiesta Mesa has entered into a contract with Professional Self Storage Management to manage the self storage business. Under the terms of the contract, Professional Self Storage Management will provide a comprehensive marketing program; on-site manager hiring; training and supervision; site operations policies and procedures; budgeting; cash flow management; statements and reporting; accounts payable and banking duties; payroll administration; insurance administration; site audits and a preventative maintenance program.

Fiesta Mesa's Record File Storage Business

The basement of the Fiesta Mesa Facility will be entirely dedicated to record file storage and document management. Fiesta Mesa will brand its record file storage business under the trade name of "Eco-Smart File Storage." An application to register this trade name has been submitted to the state of Arizona. Basic record file storage revenues are derived from a monthly, per record carton ("box") storage charge which is computed on the cubic foot displacement of the box. Record file service revenue results from customers requesting the retrieval of one or many boxes from archival storage. Additional revenues are expected to be derived from customer box pick up and delivery, the sale of boxes, supplies, insurance and certified document shredding.

Unlike the self storage business segment, where revenues are square-foot dependant, record file storage revenues are cubic-foot driven. To maximize the profit potential of the record file storage facility, high-density shelving and narrow order-picker lifts will be used. According to industry data obtained from The FileMan (FileManagers, Inc.), a leading document management business consulting firm, and PRISM International, the leading trade association and research organization for the data management industry, overall utilization of billable space can range from 45% to 70%. Fiesta Mesa's record file density is expected to net a 55% density factor.

The billable file storage area of the Fiesta Mesa Facility (the basement) is 312,000 cubic feet, which is only 55% of the gross cubic feet available at the facility. Full service record file storage rates average $0.58 per cubic foot, per month; therefore, if 100% of billable capacity is achieved, annual gross revenues from box storage and box

services would be approximately $2,162,160. This equates to approximately 276,055 letter size boxes or 124,800 legal size boxes.

Fiesta Mesa is working with Integrated Network Solutions to create a portable, expandable, and inexpensive Web-based solution utilizing radio frequency identification ("RFID") technology for inventorying, tracking, and billing its box and file storage business. The system will seamlessly perform the following functions: identify new boxes to be stored; create both barcode and RFID tags for boxes; store information as to location; update inventory; show movement within the Fiesta Mesa Facility; forward all transactions regarding an item to both an inventory database and accounting program; and allow client access to item information created by means of a Web-based interface. The RFID system is operational and the Company is currently performing test runs in order to assess the most effective way to implement the RFID system prior to its forthcoming full integration into the 4049 E. Presidio facility.

An additional technological feature of the Fiesta Mesa Facility will be the use of emerging RFID "radar" technology which will have the ability to pinpoint the exact location of a box or tagged file within inches. The secure RFID "radar" component is in the testing and evaluation phase of development, with anticipated integration into Fiesta Mesa's record file storage business during the first quarter of 2008. The custom RFID "radar" system is intended to allow Fiesta Mesa file storage employees to find a carton that may have been misplaced, or one that is buried in a pallet of record boxes. This feature is particularly useful when a client has a large number of boxes in the long-term archive section of the storage facility and has a need for rapid recovery and delivery. This is a premium service and will be billed to clients at a premium charge. Many clients will take advantage of the lower cost for long-term archival, but will pay up to $50 per box for rapid retrieval service. This is the technology that sets Fiesta Mesa far above its competitors.

Pre-marketing efforts began in July 2007 when Fiesta Mesa contracted with File By Design, which is an independent firm serving the record file and file shelving industry. Within thirty days File By Design indicated to the Company that it would be able to provide customers who needed the immediate storage of over 30,000 file boxes by Fiesta Mesa. Fiesta Mesa has secured 4,800 square feet of space at 4049 E. Presidio (the same building in which the Company's corporate office is located) to accommodate this order. Shelving, security systems and accounting software are being installed by Fiesta Mesa with an anticipated "open for business" date in November, 2007. The RFID file management system will be installed when ready. This location will become Fiesta Mesa's "showcase" record file storage location and training center. Initial customer feedback from File By Design indicates they expect to be able to deliver contracts for client file box storage at an intake rate of an estimated 50,000 per month. At this rate, it is possible that Fiesta Mesa could be at capacity in less than six months.

Fiesta Mesa's record file storage business will be managed by the Company's management team. These key personnel have limited experience in the record file and document storage business, but they will undergo intensive training from Cary McGovern of The FileMan (FileManagers, Inc.) and Andrews Software, Inc. Box handlers, data processors, customer service personnel and drivers will be carefully selected after a passing an in depth, professional background check and drug screen. All personnel with chain of custody responsibility will be bonded and HIPAA certified. Fiesta Mesa is a drug free work place and will enforce a thorough drug screening program which will meet or exceed that required for state and federal government trade.

Green Construction

The Fiesta Mesa Facility will be a State-of-the-Art, class "A" storage facility that will be constructed of energy efficient, environmentally friendly materials and components that represent today's leading-edge innovations in green building and sustainable energy technologies. To maximize the energy efficiency of the facility, special exterior panels will be incorporated which have many times the insulation value over conventional building panels. A solar power generation system will provide both the high and low voltage requirements for the Fiesta Mesa Facility. Special compressor-free and Freon-free air conditioning systems will be installed that use a fraction of the power that conventional systems use. Low voltage LED lighting will be used throughout most of the Fiesta Mesa Facility, not only reducing the direct power demand, but also almost eliminating the excessive heat generated by conventional lighting products. The facility will produce a surplus of electrical power, which will be sold back to the power utility.

Finance and Budgets

On October 29, 2007, the Company purchased all of the issued and outstanding membership interests in Fiesta Mesa, which is an Arizona limited liability company, from the Simonsons in exchange for an immediate cash payment of $1.00 plus an additional $1,000,000 to be paid to the Simonsons upon issuance of the Certificate of Occupancy for the Fiesta Mesa Facility by the City of Mesa, Arizona. See "DESCRIPTION OF BUSINESS." All equity investments previously made by the Company in Fiesta Mesa were credited to the account of the Company. Fiesta Mesa was initially capitalized by Randall and Marilyn Simonson with $156,645 of which $40,000 was returned to Randall and Marilyn Simonson.

As of September 15, 2007, the Company invested $708,752 into Fiesta Mesa. This capital investment has been posted on the books of Fiesta Mesa as "member capital paid in", and on the Company's books as an "investment in Fiesta Mesa Self Storage, LLC". The only current business of Fiesta Mesa is to build and develop the Fiesta Mesa Facility and develop the RFID box location and billing system. Fiesta Mesa has disbursed approximately $609,947 for the following: to partially fund the Fiesta Mesa Property acquisition; the development of the RFID box location and billing system; to fund certain direct and indirect construction and project costs, and general company operating and organizational expenses; and to fund the leasing and preparation of the approximately 4,800 square foot space lease at 4049 E. Presidio, Mesa, Arizona. As of September 15, 2007, Fiesta Mesa had a cash balance of $255,450.

The following chart lists the cash outflows of Fiesta Mesa through September 15th, 2007.

Uses of Capital By Fiesta Mesa Self Storage LLC

Capital Construction Costs	$200,671
Furniture and Equipment	1,800
Land Acquisition Costs	271,368
Organization Expense	10,000
RFID Product Development & Equipment	65,000
Return of Equity to Randall and Marilyn Simonson	40,000
Professional Fees, Legal, Financial and IT	10,747
General Operating Expenses	1,086
Rent Expense	4,220
Repair and Maintenance	5,055
	$609,947

The construction budget for the Fiesta Mesa Facility is broken down into the following categories: Land Acquisition; Indirect Construction Costs; Off-Site Work; On-Site Work; Direct Construction Costs; Miscellaneous General & Administrative; Financing Costs and Interest Reserves; and Inspection and Cost Analysis. The following chart shows the construction budget, the capital disbursed and the budgeted amounts required to complete the project.

Fiesta Mesa Self Storage LLC Construction Budget and Disbursement Schedule

ITEM	BUDGET	PAID	BALANCE
Land Acquisition	$1,001,368	$271,368	$730,000
Indirect Construction	852,996	107,616	745,380
Off-Site Work	189,691	0	189,691
On-Site Work	808,848	0	808,848
Direct Construction	6,000,258	85,555	5,914,703
Miscellaneous General & Administrative	2,470,942	21,647	2,449,295
Financing Costs & Interest Reserves	1,348,000	7,500	1,340,500
Inspection/Cost Analysis	40,000	0	40,000
TOTAL	$12,712,103	$493,686	$12,218,417

The Fiesta Mesa Property was purchased substantially below what the Company's management believes to be the current market price of $2,100,000, as indicated in a comprehensive commercial property valuation analysis performed by Hearthside Realty, a well established real estate brokerage firm specializing in properties in the East Valley area of Phoenix, Arizona. The purchase price for the Fiesta Mesa Property was $967,000. To date $237,000 in cash has been paid to CA-Yes Investments, LLC, the seller, leaving a note due to the seller of $250,000. An additional interest only $480,000 first mortgage encumbers the Fiesta Mesa Property, leaving a total indebtedness with respect to the Fiesta Mesa Property of $730,000, plus accrued interest. Additional acquisition costs for the Fiesta Mesa Property include $350 paid in title fees, $25,792 paid in interest on the seller's first mortgage, and $8,227 paid in county property taxes. In connection with the purchase of the Fiesta Mesa Property, the Company issued an option to Edward Soliz, a member of CA-Yes Investments, LLC, to purchase 50,000 shares of the Company's Class A Common Stock for a total of $5,000. Mr. Soliz has not yet exercised this option. See "DESCRIPTION OF CAPITAL STOCK – Certain Effects of Authorized but Unissued Stock."

Fiesta Mesa Land Acquisition Analysis

Market Value	$2,100,000
Purchase Price	$967,000
Disbursed	
Paid Seller	$237,000
Title Company Fees	350
Interest on First Mortgage	25,792
County Taxes	8,227
Total Disbursed	$271,369
Notes Due	
Due Seller	$250,000
Due on First Mortgage	480,000
Total Notes Due	$730,000
Current Equity @ Market	$1,370,000

The Company's management believes the combined as-is completed value of the Fiesta Mesa Facility will be $18,969,226. Fiesta Mesa is currently negotiating with three commercial lenders for a 24 month, interest only, construction loan for approximately 85% of cost. If a loan is secured under those terms, and Fiesta Mesa is credited with the increase in property equity between the purchase price and estimated market value, Fiesta Mesa's cash portion for the construction and remaining land acquisition may be as low as $779,497. However, as commercial capital markets have recently tightened up, and a lender's appraisal has not yet been performed, such proposed loan terms may not be extended as anticipated, therefore, Fiesta Mesa has budgeted for the full company cash portion of 25% of cost, less amounts paid, which is $1,387,500, if necessary. The following chart breaks down the anticipated construction loan amounts and components and assumes that the Company will be able to obtain a loan at 85% of cost.

Construction Loan

Total Project Cost	$12,712,103
Construction Loan at 85% of Cost	
Loan @ 85% of cost	10,805,288
Fiesta Mesa gross cash portion	$1,906,815
Less amounts paid in	
Construction	$282,318
Land	237,000
Credit – property equity to 75% ***	608,000
Total paid by Fiesta Mesa & credited	$1,127,318
Cash portion required by Fiesta Mesa	$779,497
***Property equity credit in excess of cost to 75%	
Property Value	$2,100,000
Loan to Value	x 0.75
Lendable amount	$1,575,000
Less amount due	$730,000
Less amount paid and credited	237,000
Total deductions to gross allowance	$967,000
Net property equity credit to Fiesta Mesa	$608,000

The value of Fiesta Mesa when the self storage business reaches stabilization (85% occupancy) and the record file business reaches its stabilization point (50% of net cubic feet) is estimated to be $29,674,000. The Company made this assumption by dividing the projected stabilized NOI (net operating income) of both storage business components by a capitalization rate of 7.0 (Estimated Value = NOI/Cap Rate).

Net operating income was determined by subtracting vacancy rates and operating expenses from estimated gross income. Operating expenses include the following items: advertising, insurance, maintenance, property taxes, property management, repairs, supplies, utilities, etc. Operating expenses does not include the following items: improvements, mortgage payments, income and capital gains taxes and loan origination fees. The following chart shows the projected income of both business components of Fiesta Mesa if they were both filled to the stabilization point and the Cap Rate calculation.

Estimated Value of Fiesta Mesa at Stabilization

	Monthly	Annual
NOI Self Storage	$43,952	$527,421
NOI Record File Storage	129,147	1,549,759
	$173,098	$2,077,180
Divided by Cap Rate (percentage)		0.07
Estimated Value		$29,673,994

Additional expenses will be incurred by Fiesta Mesa to the point where the business reaches stabilization. The Company's management estimates the stabilization point to be reached by Fiesta Mesa's record file storage business component in November 2008, and the self storage business component in July 2009.

USE OF PROCEEDS

The source of funds to repay those Prior Investors who elect the rescission option pursuant to the Rescission Memorandum will be the proceeds, if any, from this offering, from the balance payable for subscriptions by Prior Investors electing to reaffirm their initial investments in the Prior Shares, the Company's operations, and future equity financings. The Company requires additional funds in order to continue operations. Pursuant to this offering the Company intends to seek up to $5,000,000 of equity financing, including the equity investment of Prior

Investors, if any, that remain as investors in the Company. The net proceeds of the offering of up to $5,000,000 of Class A Common Stock, minus transaction expenses, will be used principally to repay those Prior Investors who elect the rescission option pursuant to the Rescission Memorandum, for the construction and development of the Fiesta Mesa Facility and its self storage and record file storage business, and for the Company and its future projects, emphasizing revenue capabilities. The funds raised in this offering, and from the balance payable for subscriptions by Prior Investors electing to reaffirm their initial investments in the Prior Shares, if any, are anticipated to fulfill a fifteen month budget.

The following table sets forth information concerning the estimated net proceeds to the Company from the offering of up to $5,000,000 of Class A Common Stock and assuming that no Prior Investors elect to rescind their initial investment:

	Offering	Raised to Date	Offering Balance
Gross Offering Proceeds	$5,000,000	$1,236,708	$3,763,292
Offering Expenses	325,000	103,283	221,717
Net Proceeds	$4,675,000	$1,133,425	$3,541,575

The following table sets forth information concerning the Company's anticipated use of the estimated $4,675,000 of net proceeds from the offering of up to $5,000,000 of Class A Common Stock:

	Budget	Disbursed	Balance
The Funding and Acquisition of Fiesta Mesa Self Storage, LLC	$3,250,000	$708,751	$2,541,249
Corporate Operating Expenses	550,000	129,494	420,506
Officers Salaries	189,166	33,333	155,833
Equipment and Furniture Purchases	150,000	50,842	99,158
Additional Project Research, Analyses and Deposits	100,000	4,000	96,000
Working Capital	400,000	0	400,000
Other Corporate Uses	35,834	0	35,834
Total	$4,675,000	$926,420	$3,748,580

If the Company decides to increase the size of this offering of its Class A Common Stock, the Company will apply added proceeds to general working capital purposes. The Company's management will retain broad discretion in the allocation and use of working capital. Prior to their application, the proceeds of this offering will be invested in short-term interest-bearing securities or placed in interest-bearing deposit accounts.

The following table sets forth information concerning the Company's use of the estimated $3,250,000 budget for the funding of the Fiesta Mesa Facility.

	Budget	Disbursed	Balance
Capital Construction Costs, Not Financed	$1,642,554	$283,318	$1,359,236
Land Acquisition Costs, Not Financed	271,368	271,368	0
Self Storage Furniture, Vehicles and Equipment	152,500	1,800	150,700
RFID File Location Product Development & Equipment	215,000	65,000	150,000
Professional Fees, Legal, Accounting, Management, CPA	113,247	5,747	107,500
General Corporate Operating Expenses	75,000	10,546	64,454
Startup Overhead and Operating Expenses, Self Storage	575,000	0	575,000
Officers Salaries	75,000	5,000	70,000
Other Corporate Expenses	50,000	0	50,000
	$3,169,669	$642,779	$2,526,890

The Company projects that the net proceeds of the maximum offering, together with projected revenues from operations, will be sufficient to cover the Company's anticipated expenses for approximately 15 months. However, the Company may have misjudged the financial resources required to implement the Company's business plan, in which case the net proceeds of the maximum offering may be insufficient to cover expenses for 15 months, and there may be a need for additional capital. In order to meet the Company's need for capital after the end of that

15-month period, the Company intends to conduct additional offerings of equity securities. There can be no assurances that such additional offerings of equity securities can be completed on favorable terms, if at all.

RISK FACTORS

An investment in the Company's securities is a speculative, very high-risk investment. Only persons who can afford to lose their entire investment should invest. In light of the risk factors discussed below, these securities are only suitable for investors of substantial means who have no need for liquidity to the extent of their investment in the securities. The Company will not offer securities to any person unless he or she meets the minimum investment standard described in this Memorandum. Investment risks include – but are not limited to – the following:

Contingent Liabilities/Regulatory Risk. The Company may have contingent liabilities with respect to certain shares of common stock, and warrants to purchase shares of common stock, of the Company which have been sold by it to the Prior Investors without registration under the Securities Act of 1933, as amended (the "Act"), in reliance on the exemptions from registration contained in Section 4(2) and Regulation D of the Act, which exemptions may not have been available for such sales. No actual litigation is pending or, to management's knowledge, threatened by or against the Company at this time.

The Company previously engaged CSL Breckenridge, LLC, the principals of which were an individual going by the name of Dr. Shawn Pierce, Ph.D. and his wife Lisa Pierce, to bring together the Company and the Consortium members and to put together the financial and corporate structure for the Company and the Consortium members. The Company recently found out that Dr. Shawn Pierce, Ph.D. is actually Karl Henry Rehberg and that Lisa Pierce is actually Helen Rehberg. Further, the Company recently found out that Karl Henry Rehberg and Helen Rehberg are wanted by the Federal Bureau of Investigation for alleged securities law violations in connection with the sale of unregistered securities, and they have been on the run from law enforcement since December 1998. Upon becoming aware of the true identity of Karl Henry Rehberg and Helen Rehberg and their alleged securities law violations, the Company immediately ended its relationship with the Rehbergs and CSL Breckenridge, LLC. CSL Breckenridge, LLC was previously granted options to purchase shares of stock in the Company. The Company's position is that any options held by the Rehbergs or CSL Breckenridge, LLC to purchase stock in the Company are void and will not be honored by the Company.

Lack of Operating History; Future Operating Results Uncertain. The operating history of the Company is limited and will not be representative of our future financial results. The Company was incorporated on April 18, 2007 and has limited assets and revenue to fund its operations. The Company has not generated any revenues from sales or operations. The operations of the Company are subject to all of the risks inherent in the establishment of a new business enterprise, including the absence of an extensive or successful operating history and the need to further develop a market for, and acceptance of, its services. The Company anticipates incurring operating losses during its initial phase of operation until sufficient revenues can begin. Its beginning focus will be on preparing the 4,800 square foot space at 4049 E. Presidio which the Company is leasing. There can be no assurance that the Company's efforts will be successfully completed or that its services can be successfully marketed, or that its services will be favorably accepted.

Prospective investors should consider the Company's prospects in light of the risks, expenses and difficulties frequently encountered by companies in the early stage of market development, and those utilizing renewable energy sources. Such risks include, but are not limited to, an evolving and unpredictable business model and the management of growth. To address these risks the Company must, among other things, obtain a customer base, and then maintain and increase its customer base, implement and successfully execute its business and marketing strategy, continue to develop and upgrade its technology and transaction-processing systems, provide superior customer service and order fulfillment, respond to competitive developments, enter into strategic relationships, and attract, retain and motivate qualified personnel. The Company may not be successful in addressing such risks, resulting in an adverse effect on the Company's business, prospects, growth expectations, and financial condition.

The Company's success may to a large extent depend on its ability to secure adequate financing on favorable terms for its intended projects. In addition, the Company's competitive advantage may partially depend

upon its ability to work with Integrated Network Solutions to perfect technology for the radar portion of its RFID-Radar locator system to track and locate boxes and files. Additional risks include the possibility that the Company will be unable to do the following: (a) establish and extend its brand position, (b) provide customers with outstanding value, (c) achieve sufficient sales volume, and (d) establish strategic relationships. Accordingly, the Company intends to invest in technology development and operating infrastructure development, which will probably incur operating losses for at least the next twelve (12) months. The Company expects to use a portion of the net proceeds of this offering to fund its current and future operating losses.

Additional Equity Financing Requirements and Dilution of Shareholders. The Company requires additional funds in order to continue operations. Pursuant to this offering, the Company intends to seek up to $5,000,000 of equity financing, including the amount invested by Prior Investors who reaffirm their investment in the Company pursuant to the Rescission Memorandum. The Company's inability to raise additional capital, when needed, in amounts required or on terms favorable to the Company will have a material adverse effect on the Company's business, operating results and financial condition and will jeopardize the Company's ability to continue operations. See "USE OF PROCEEDS." Further, when the Company issues additional equity securities or debt securities convertible into equity securities, the ownership interests of the Company's shareholders will be substantially diluted.

No minimum number of shares must be subscribed for, and subscription proceeds will be available to the Company immediately upon acceptance of any subscription, and investors will have no assurance about how many shares ultimately will be sold or to the extent to which the Company will thereafter be able to meet its short-term or long-term financing needs.

The Company will require additional funding to continue to conduct its normal operations as well as take on the prospect of distributing and marketing efforts that includes the introduction of new products and services. The Company's capital requirements will depend on numerous factors, such as testing new innovative products or services or upgrading existing ones, the time involved in obtaining additional testing and development of products, protecting any proprietary technology, other technological advances, competitor and market conditions, the ability of the Company to establish collaborative arrangements, and the cost and effectiveness of commercialization activities and arrangements. It is unlikely that the Company will be able to satisfy all of its financing requirements with loans from banks or other traditional lending institutions. There can be no assurance that the necessary additional financing will be available to the Company on acceptable terms, if at all. If additional funding is not available to the Company when needed and if revenues are not sufficient to fund these activities, the Company will be required to curtail development programs, and business and financial conditions would be adversely affected.

Brand recognition and customer loyalty will become increasingly important as more companies establish brands offering competitive services, features and benefits. Development of the SEED and Eco-Smart File Storage image and brand will depend largely on the Company's success in providing high levels of customer service. The Company expects to increase expenditures on programs designed to create and maintain strong name recognition and brand loyalty among customers, but the Company cannot be certain that these efforts will be successful.

Debt Financing Requirements. The aggregate offering amount of up to $5,000,000 is not sufficient to complete the Fiesta Mesa Facility. Accordingly, Fiesta Mesa is negotiating with prospective lenders for a 24 month, interest only, construction loan for approximately 85% of the anticipated cost to construct the Fiesta Mesa Facility. An interest reserve will be included in the amount of this loan to cover the anticipated interest payments during construction. The high level of our indebtedness could impair our ability to obtain additional financing for working capital, capital expenditures, acquisitions or general corporate purposes, and we may be more vulnerable to economic downturns and adverse developments in our business. In addition, we cannot be certain that the offering proceeds will be sufficient to allow us to pay principal and interest on our debt and meet our other obligations. If we do not have sufficient funds, we may be required to refinance all or part of our debt, sell assets or borrow more money. We cannot guarantee that we will be able to do so on terms acceptable to us, if at all. In addition, the terms of future debt arrangements may restrict the Company from pursuing any of these alternatives.

Construction Risk. Construction of the Fiesta Mesa Facility has not commenced. After construction commences, delays in construction could occur for many reasons, including unavailability of materials, the inability of contractors to competently complete work on schedule, surface and subsurface conditions of the land, and other ordinary

risks of construction. There can be no guarantee that the Fiesta Mesa Facility will be constructed at all. If the Fiesta Mesa Facility is not completed as scheduled, operations will be delayed, making it unlikely that the projected earnings could be achieved. Actual construction costs could exceed estimated construction costs, requiring Fiesta Mesa to obtain additional financing to complete the construction of the Fiesta Mesa Facility.

Effects of the Rescission Offer. Pursuant to the Rescission Memorandum, the Company offered to the Prior Investors the right to elect to (i) reaffirm their initial investments and receive stock certificates evidencing their equity ownership in the Company, and, if applicable, warrants evidencing their right to purchase additional shares, or (ii) rescind their initial investments, including the warrants, and receive their full subscription price paid without interest, all on the terms and subject to the conditions set forth in the Rescission Memorandum. See "TERMS OF THE PRIOR OFFERING." The source of the funds with which the Company will repay Prior Investors electing to rescind their initial investments will be the proceeds, if any, from this offering, from the balance payable for subscriptions by Prior Investors electing to reaffirm their initial investments, the Company's operations, and concurrent and future equity financings. There can be no assurance, however, that the Company will in fact generate any proceeds from this offering, from the balance payable on current subscriptions by Prior Investors, its operations or future equity financings or that the proceeds generated will be sufficient to repay the total number of Prior Investors electing rescission of their investments. The failure to generate sufficient proceeds will have a material adverse effect on the Company's ability to repay the Prior Investors electing rescission in a timely manner and on the Company's business, operating results and financial condition.

The Company has relied heavily on projections. There is no assurance of meeting projections. Any estimates or projections are based upon assumptions by the Company's management. There can be no assurance that the assumptions upon which such projections are based will be realized by the Company in its operations. Consequently, financial projections are estimates only and should not be relied upon by investors as anything but a planning tool for management or financial goals and objectives for the Company. Whether or not such estimates or projections are realized will depend upon the Company achieving its overall business objectives, including the availability of funds resulting from the sale of securities in concurrent or future equity offerings. There is no guarantee that these projections or events will ever be attained or achieved.

Certain strategic relationships need to be achieved. The Company lacks experience in the record file storage and self storage businesses and needs to establish strategic relationships with other companies and individuals to achieve the Company's business objectives. There can be no assurance that the Company or its management will be able to establish the necessary relationships or that such relationships will be beneficial to the Company. Fiesta Mesa anticipates that its record file storage business will be managed by the Company's management team. These key personnel have limited experience in the record file and document storage business, but they are expected to undergo intensive training from Cary McGovern of The FileMan (FileManagers, Inc.) and Andrews Software, Inc. There can be no assurance that such personnel will be adequately trained in the record file and document management business.

Risk of capacity constraints with regards to self storage facilities. To maximize revenues, Fiesta Mesa must achieve a high percentage of rent up of its approximately 658 self storage units it will have available in the proposed Fiesta Mesa Facility. There can be no guarantee that patronage of the Fiesta Mesa Facility will be derived from the surrounding area or at all.

Risk of capacity constraints with regards to document storage and record information management. Fiesta Mesa presently has an indication from File By Design (an independent company serving the record file and shelving industry) that it has commitments for the immediate storage of over 30,000 file boxes with the Company. However, there can be no assurance that such boxes will be delivered to Fiesta Mesa for storage.

No guarantee that the radar portion of the RFID-Radar technology will be developed. Fiesta Mesa has contracted with Integrated Network Solutions to create a system utilizing radar technology to pinpoint the location of a particular carton within its record storage business. There can be no assurance that the radar technology will be developed or that development costs will not be excessive.

No guarantee that sales projections will be met. The Company cannot and will not guarantee that its sales and/or profit projections will be met for any of the Company's businesses, including the Fiesta Mesa Facility,

whether self storage, document storage or any other service the Company may provide. Its forecasts and projections are only Management's best estimations of what may happen if adequate financing is achieved on favorable terms, and marketing efforts are sufficient and effective in generating orders for services with regard to the self storage and record file storage business.

Uncertainty of future profitability. There can be no assurance that the Company will be able to achieve profitability or that profitability, if achieved, can be sustained on an ongoing basis. Moreover, if profitability is achieved, the level of that profitability cannot be accurately predicted.

Regulatory and legal uncertainties. The Company plans to use certain environmentally-friendly technologies in the construction and operation of the Fiesta Mesa Facility that may qualify the Company for certain tax credits from the Internal Revenue Service. The Company intends, if it does not have sufficient taxable income to make valuable economic use of these credits, to sell the credits for pecuniary gain or to distribute the credits to affiliates of the Company, as permitted by statute. There can be no assurance that such tax credits will be available, or if available, that the Company will qualify for these credits.

Dividends not likely. For the foreseeable future, the Company anticipates that it will use any funds available to finance growth, and that cash or other dividends will not likely be paid to stockholders.

Determination of offering price. The offering price of the Shares was determined by the Company's management and does not necessarily bear any recognized criteria of economic valuation or relationship to the Company's assets, book value, or other established criteria of valuing the Shares or the Company. In determining the number of shares to be offered and the offering price, the Company considered its history, capital structure, assets, anticipated results of operations, financial condition, estimates of the Company's prospects, Management, the need for its services, and the general condition of the securities market. Accordingly, the offering price of the Shares should not be considered an indication of the actual value of the Company's securities.

Related party transactions and potential conflicts of interest. To date, the Company has entered into transactions with Randall and Marilyn Simonson and entities owned or controlled by them. In addition, the Company has entered into transactions with the children of Randall and Marilyn Simonson. See "CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS."

Dependence on executive officers. The directors and management of the Company will encounter challenges, as typically associated with startup or early-stage companies, in their efforts to develop the business and to manage the Company's growth effectively. There can be no assurance that management's efforts will be successful, that management can direct the Company's growth, or that the anticipated benefits of growth will be fully realized. The dedication of management resources to such efforts may detract attention from the day-to-day business of the Company.

The Company's success largely depends on the continued contributions of its management team comprised of its President and CEO, Randall Simonson, and Marilyn Simonson as Vice President. The Company's employees may voluntarily terminate their employment at any time; there are no employment contracts in place. This could have an adverse affect on the Company's business, financial condition, and results of operations.

The Company's success also depends on attracting and retaining qualified management, marketing and sales executives, and personnel. The process of locating personnel with the combination of skills and attributes required to carry out the Company's strategies may be lengthy. There can be no assurance that the Company will be successful in attracting and retaining such executives and personnel. The loss of the services of key personnel, or the inability to attract additional qualified personnel, could have an adverse material effect on the Company's results of operations, development efforts and ability to expand.

Management of growth. The Company's anticipated growth is expected to place a significant strain on the Company's management, financial, technical, support systems, and personnel. The Company's ability to manage its growth effectively will require continual development and improvement of its operational and financial structures, and its ability to build internal systems and to attract, train, manage and motivate its employees.

Competition and technological uncertainty. The Company operates in a rather mature industry, but with competition from domestic companies possessing far greater financial resources for technology acquisition and marketing. This competition is expected to intensify and increase. These competitors may also succeed in obtaining (or may be in the process of developing) technologies that are, or in the future may be, the basis for competitive services. Some of these services may have an entirely different means of serving the needs of consumers, which may prove more effective in the long run than the means used by the Company. Many of the Company's competitors have substantially greater financial, technical and human resources than the Company, and substantially greater experience in developing products and services, testing, manufacturing, and marketing. There can be no assurance that the Company's competitors will not succeed in developing technologies and providing services that are more effective or affordable than those being developed by the Company, or that would render the Company's technology and services less competitive or even obsolete.

The Company intends to use three different technologies to track and record information about boxes. These technologies are bar codes, RFID, and radar. Bar codes are the industry standard, and have been successfully used for several years. The Company does not anticipate any technological failures associated with bar codes, but there could be some risk due to human error or computer failure. The RFID technology has been developed and is currently in working order, but because it is a new technology there is a risk that it may fail and the Company will have to rely on the older, less robust bar code method of tracking boxes. Finally, the Company is working with Integrated Network Solutions to develop a radar system to pinpoint the location of particular boxes. There is a possibility that this radar system may be found to be ineffective or to have limitations, or otherwise fail.

Limited and uncertain protection of company's intellectual property. The Company intends to conduct business under the "SEED" and "Eco-Smart File Storage" names and logos. The Company has filed for trade name registration with the state of Arizona for the name "Eco-Smart File Storage" but has not yet filed for trademark protection from the federal government for any name or mark. The Company does not know whether it will be able to receive a trademark or common law protection for any or all its names or logos. As a result, there could be potential trade name or trademark infringement claims brought by owners of registered trademarks or service marks that incorporate variations of the terms SEED or Eco-Smart, and other names the Company is considering. Any challenges may result in the Company's inability to use its names or logos, and may require doing business under other names or logos that do not have the associated goodwill and name recognition. The Company's inability to use its names or logos could result in a loss of business.

May have major personnel issues. The Company may be unable to retain key employees, or attract and retain other highly qualified employees in the future. If the Company were to lose the service of any of its current key executive officers or key employees, the Company might be unable to implement its business strategy or develop a customer base. Any employee can terminate his or her relationship with the Company at any time. The Company also does not currently have "key person" life insurance policies covering any of its employees. Locating candidates with the appropriate qualifications can be costly and difficult. The Company may not be able to hire the necessary personnel to implement its business strategy, or it may need to provide greater compensation to such personnel than currently anticipated. If the Company fails to attract and retain sufficient numbers of highly skilled employees, it may be unable to attract customers or to achieve critical sales or profits.

Loss of third party providers. The Company depends on a limited number of third party suppliers for a few products and components used in its business and facility, including cardboard boxes and RFID components, and if the Company fails to develop or maintain relationships with these or its other vendors, the services the Company offers could be available only at higher cost.

Computer systems may fail. The Company's ability to provide quality customer service depends in part on the efficient and uninterrupted operation of its computer systems. System interruptions may be caused by fire, power loss, water damage, telecommunications failures, vandalism and other malicious acts, and equipment-related problems.

Risk of intellectual property infringement lawsuits. The Company is in negotiations to acquire 51% of the ownership interest of Integrated Network Solutions, which is working with the Company to develop both the RFID and radar portions of the RFID-Radar file location technology. While the Company believes that Integrated Network Solutions is merely assembling commercially available products in a unique way, and thus is not infringing

on any patentable process or product, there is a possibility that Integrated Network Solutions may be infringing on such a patent. If the Company does acquire 51% of the stock of Integrated Network Solutions and a patent infringement has occurred, the value of the Company's investment in Integrated Network Solutions could be negatively impacted.

Lawsuits, privacy or security concerns. The Company could be subject to liability for misappropriation of information contained in documents or other items held by it for customers or stored at any storage facility of the Company. Any misappropriation of information could damage the Company's reputation and expose the Company to a risk of loss or litigation, and possible liability. There can be no assurance that the Company's security measures will prevent misappropriation of information, or that failure to prevent such misappropriation will not have an adverse material effect on the Company. The Company is not currently insured against such risks. It is possible that insurance is not available for those unprotected risks or, if available, that the cost is prohibitive.

The Company is fully insured for all current operations. Its liability insurance policy is prepaid and in full effect. In conformity with industry standards, no insurance will be provided to customers with regard to the items they store in the Company's record storage or self storage facilities. The Company believes that its liability with regard to these items is limited, but there is a possibility that if a customer's items are inadvertently destroyed while stored at one of the Company's facilities, that customer could bring a lawsuit against the Company, and the Company may be found liable.

Credit extension or bad debt risks. The Company may extend a limited amount of credit to business customers. Such credit extension will likely subject the Company to inherent risks associated with slow-paying and non-paying customers, and customers that take unauthorized deductions from payments, all of which would negatively affect the Company's cash flow. Credit extension, as well as potential legal expenses associated with related collection actions, could materially impact the Company's operations and profit margins, and the Company's ability to continue business operations.

Risk due to concentrated control of the company by management In the event the Company raises $5,000,000 of equity financing, including the amount invested by Prior Investors who reaffirm their investment in the Company, through this offering, immediately upon completion of this offering and assuming that the Prior Investors all remain investors at the level of shares originally subscribed for, and assuming that an aggregate of 542,042 shares of the Company's Class A common stock are sold in this offering and assuming that all Shares are fully paid for, the outstanding voting stock beneficially owned by minority shareholders will be approximately 18.4%, based upon the sale of 1,131,816 shares of Class A Common Stock, including the exercise by Mr. Soliz of his option to purchase 50,000 shares. Thus, Randall and Marilyn Simonson will own 81.6% percent of the voting shares and will be able to (a) elect, or defeat the election of the members of the Company's Board of Directors, and/or (b) amend or prevent amendment of the Company's Certificate of Incorporation and Bylaws. These calculations do not take into account any warrants that have been issued. See "DESCRIPTION OF CAPITAL STOCK."

Risk of managing potential growth. Management anticipates that significant expansion of the Company's operations would be required to address potential growth in its customer base and market opportunities. This expansion may place a significant strain on management, operational and financial resources. To manage the expected growth of its operations, the Company may be required to improve existing – and implement new – procedures and controls. The Company may also be required to expand its sales, marketing, finance, administrative, and operations staff. Furthermore, Management will be required to maintain and expand its relationships with various distributors and publishers, freight companies, websites, Internet-related companies and Web service providers, and other third parties necessary to the Company's business. There can be no assurance that the Company's current and planned personnel, systems, procedures and controls will be adequate to support the Company's future operations, or that Management will be able to exploit existing and potential market opportunities. If the Company is unable to manage its growth effectively, its business, prospects, financial condition, and results of operations will be adversely affected.

No Representations on tax matters. This Memorandum does not discuss the tax treatment that may result from the ownership or disposition of the Shares. The tax consequences arising from dividends (including the tax consequences of accrued, but unpaid dividends and backup withholding), if any that may be paid on the Shares, may

be material to an investor's decision to purchase Shares. INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT THAT MAY BE ANTICIPATED TO RESULT FROM THE OWNERSHIP OR DISPOSITION OF THE SHARES, INCLUDING THE APPLICATION OF THE INTERNATIONAL REVENUE CODE OF 1986, AS AMENDED, AS WELL AS FOREIGN, STATE OR LOCAL TAX LAWS OR ESTATE AND GIFT TAX CONSIDERATIONS. THE COMPANY MAKES NO REPRESENTATION AS TO SUCH MATTERS.

Absence of public market; restrictions on transferability: There is presently no public market for the Company's securities, and there can be no assurance that a public market for such securities will ever develop or that the Company will, in the future, make an initial public offering or registration of its securities. The sale of the Shares has not been registered under the Securities Act of 1933, as amended, or under any state securities laws, and the Shares may not be resold unless they are subsequently registered thereunder or exemptions from such registration are obtained. The certificates evidencing the Shares shall bear a legend specifying transfer restrictions. Investors may be required to retain investment in the Shares for a substantial period of time.

No Independent Verification by Counsel. No attorney has made any attempt to verify any of the facts in this Memorandum. This Memorandum was prepared based on representations and statements of fact by the Company's Management, who believe that the Memorandum contains a fair and accurate description of the risks and benefits of an investment in the Shares.

DIVIDEND POLICY

The Company has not paid any dividends since our inception and our board of directors does not anticipate declaring any cash dividends in the foreseeable future. We currently intend to utilize any earnings we may achieve for investment in our business. Therefore, it is unlikely that we will declare any dividends in the foreseeable future.

SELECTED FINANCIAL DATA

Unaudited financial statements of the Company and of Fiesta Mesa as of September 15, 2007 are attached as Exhibit A. These financial statements include the following: a Balance Sheet for the Company as of September 15, 2007; Profit & Loss Statement for the Company for the period January 1, 2007 through September 15, 2007; Balance Sheet for Fiesta Mesa as of September 15, 2007; and Profit & Loss Statement for Fiesta Mesa for the period January 1, 2007 through September 15, 2007. The financial statements have been prepared by the Company's management and have not been audited, reviewed or compiled by an independent third party.

MANAGEMENT

Key Management, Officers, Directors

Randal Simonson: President, Chairman of the Board of Directors, and principal shareholder. Randall Simonson began his career at John B. Ferguson and Associates Architects in Van Nuys, California. There he learned the concepts of architecture and structure. His artistic and creative ability made him an asset to the company and he was given more and more assignments that required skill and expertise in creativity and design, including laying out project building requirements and creating spec sheets for permits. He also prepared renderings to demonstrate the finished products. His next move was into the entertainment industry, and he accepted a position at Paramount Studios as a propmaker-miniature, eventually transitioning into Special Effects. He worked on many television and movie productions. He then qualified as a Coordinator and took charge of productions. Next, Mr. Simonson accepted a position at Universal Studios working directly for Malcolm Forbes. He was in charge of Special Projects, and oversaw the creation of what is now the Universal Studio Tour attraction. Mr. Simonson had a crew of 630 men and many of the studio productions to oversee. In 1976 Mr. Simonson and his family moved to Scottsdale, Arizona. Mr. Simonson worked for Jerry Nelson, the real estate developer who was instrumental in the founding of the Pinnacle Peak area near Scottsdale, and built the Pinnacle Peak Country Club and many of the homes. Mr. Simonson formed SiSunS Inc., a construction company, in 1978 and designed and built many of the

larger custom homes in the Pinnacle Peak area. SiSuns Inc. had an average of 27 employees over its tenure, and ceased operations in 1998. Now Mr. Simonson is working on his dream to build sustainable energy self storage buildings to house and protect files and valuables in a climate controlled environment. Mr. Simonson is currently 65 years old.

Marilyn Simonson: Treasurer, Vice President of Finance, Director, and principal shareholder. Marilyn Simonson has had over twenty years of experience providing accounting and business management services. She assisted her husband Randall Simonson with the management and accounting for SiSunS Inc., his construction company. From 1998 through 2004, Mrs. Simonson worked for GHA Technologies, Inc., a network, computer reseller and systems integrator that became the 36th largest private corporation in Arizona during her tenure. At GHA, Mrs. Simonson was responsible for accounts payable and accounts receivable and was also a credit analyst. Mrs. Simonson is highly proficient in the accounting program and other software applications used by SEED, including QuickBooks, Microsoft Word and Microsoft Excel. Mrs. Simonson is using her experience and talents to keep the Company organized and running efficiently. Mrs. Simonson is currently 62 years old.

Executive Compensation

Estimated Cash Compensation Table

Name of individual	Capacity	Initial Base Salaries
Randall Simonson	President and Chairman of the Company	$25,000 [1]
Randall Simonson	President of Fiesta Mesa	$0
Marilyn Simonson	Treasurer and Vice President of the Company	$60,000 [2]
Marilyn Simonson	Treasurer and Vice President of Fiesta Mesa	$60,000 [2]

Additional Executive Compensation Table

Name of individual	Transaction	Amount
Randall and Marilyn Simonson	Mr. and Mrs. Simonson will receive a cash payment contingent upon the issuance of a Certificate of Occupancy for the Fiesta Mesa Facility.	$1,000,000
RAMS Development LLC (wholly owned by Randall and Marilyn Simonson)	RAMS Development LLC will receive a payment equal to 2/3 of the contractor's fee (which is estimated at $1,099,339) in return for its management of the construction process of the Fiesta Mesa Facility on behalf of Kenellco Builders.	$732,893 (approximate)

Marilyn Simonson is an employee of both the Company and Fiesta Mesa. The foregoing amounts are estimates based upon the Company's internal forecast and budget. There can be no assurance that the amounts of compensation actually paid, or the persons to whom they are paid, will not differ materially from the above estimates. However, the amounts do reflect compensation as of the date of this Memorandum.

Board of Advisors

Mel Holsinger. Mr. Holsinger is currently the Managing Member of Professional Self Storage Management, LLC, which he formed in 2003. Prior to forming Professional Self Storage Management, LLC, Mr. Holsinger, along with Mr. Joseph Niemczyk, founded Executive Self Storage Associates and from 1987 to 2003 grew the company into

[1] Randall Simonson has been paid $10,417 by the Company, and the Company will make accrual entries of $4,167 for the salary payable to him for the months of October and November 2007.

[2] Marilyn Simonson has been paid a total of $30,000 by the Company for the months of May through October 2007, and has been paid a total of $30,000 by Fiesta Mesa for the months of May through October 2007. In addition, an accrual for the salary payable to her for November 2007 in the amount of $5,000 each has been made on the books of both the Company and Fiesta Mesa.

one of the top twenty operators of self storage facilities in the state of Arizona. Executive Self Storage Associates managed over 200 properties during that time, and when Mr. Holsinger left to form Professional Self Storage Management, LLC, Executive Self Storage Associates was overseeing over 65 properties in 16 states. Mr. Holsinger began his self storage career with National Self Storage Management, Inc., has extensive knowledge and experience in the industry and is a frequent speaker at industry trade shows and programs. Mr. Holsinger graduated from Black Hills State University in 1980 with a B.S. degree in Business Administration. Fiesta Mesa has entered into a contract with Professional Self Storage Management to manage the self storage business. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Fiesta Mesa's Self Storage Business." Mr. Holsinger is 53 years old.

Robert King. Since 1994, Mr. King has been a real estate broker with Service First Realty LLC and Realty Executives. He is licensed in Arizona and California. From 1987 through 1994, he was the broker and owner of Marin Land Company in Tiburon, California, which invested in high-end real estate. He was a top producing broker with Grubb and Ellis in San Francisco from 1973 to 1987. Prior to 1973, Mr. King was the president of several companies in industries such as computer peripherals, international management and material handling. He received an AB degree in Fine Arts from Indiana University in 1948. Mr. King is 84 years old.

J. Stuart Keller. Mr. Keller is currently the Senior Manager of Commerce Concepts, LLC, and has been since its inception in 2002. Commerce Concepts, LLC is an international management consulting firm with headquarters in Arizona. Mr. Keller has also been the President and Chairman of Intellative, Inc., a technology commercialization company, since 2000. Additionally, Mr. Keller has been the Senior Consultant and Managing Director of the Western U.S. Office of Global Associates, LLC, an international trade and management consultancy, since 1998.

In 2007, Mr. Keller became a partner and Vice Chairman of Thorium Capital Management, a private equity investment and management firm specializing in interactive education and information technology markets. From 1994 to 2002, Mr. Keller was Chief Executive Officer of the management consulting firm of Keller CRD, the predecessor of Commerce Concepts, LLC. Mr. Keller continues to be a member of many advisory committees and boards. Mr. Keller is 57 years old.

Art Consoli. From 1973 through present, Mr. Consoli started or bought over twenty businesses and performed ten workouts for lenders and business owners. The wide variety of industries he has been involved in include veterinary drugs, computer software, consumer products marketed on the Home Shopping Network, steel fabrication, and precision manufacturing of parts for the automobile industry (as Chief Operating Officer of a $30 million company). During the early 1980s his companies owned the second greatest number of mobile home park spaces in Arizona. Mr. Consoli recently published a book about his experiences, "How to Evaluate and Profit from a Business Opportunity." He frequently writes business articles for electronic publications. At last count the online versions of his 40 articles had been visited over 4500 times and been republished by more than 500 publishers. Mr. Consoli is 67 years old.

Technology Board of Advisors

Herman Menze. Herman Menze is the President and CEO of Menze Buildings, Inc., which he founded in 1999. He has more than forty years of experience in the construction industry, and has built a wide variety of types of buildings, including shopping centers, commercial buildings, churches, self storages, banks, skating rinks and private homes. For the past 10+ years, Mr. Menze's focus has been on self storage buildings. Over 10 years of intensive research went into the development of a proprietary computer-generated mini-storage design that allows him to prepare a layout and projects costs for a self storage facility in a matter of a few days. Mr. Menze is 74 years old.

Lane Garrett, P.E., CEM. Lane Garrett is the owner of ETA Engineering, Inc. and is a principal in its wholly-owned subsidiary, Dependable Solar Products, Inc., which provides over 40% of the solar products used in Arizona. Mr. Garrett founded ETA Engineering, Inc. in 1992. Mr. Garrett is focused on creating and manufacturing renewable energy systems and components. Products from Dependable Solar Products, Inc. will be used in the Fiesta Mesa Facility. Mr. Garrett is a board member of the Institute of Electrical and Electronics Engineers, Inc. (IEEE)

Phoenix Consultants' Group, the Arizona Solar Energy Association, the Arizona Solar Industries Association, and the IEEE Consultants Network, as well as eight other organizations. He is the treasurer of the Arizona Solar Center and president of the Council on Sustainable Systems Development.

Mr. Garrett earned a Bachelor of Science degree in Electrical Engineering from Drexel Institute of Technology in Philadelphia, Pennsylvania. He also undertook graduate studies in Mathematics and Engineering at University of Pennsylvania in 1962 and at Penn State University in 1963-65. Mr. Garrett earned a Master of Science in Engineering with a business minor from Arizona State University in 1970. Mr. Garrett is a Registered Professional Engineer and Certified Energy Manager. Mr. Garrett is 67 years old.

Shields Fair. Shields Fair is Chairman of Alter-Air Corporation and also serves as its Vice President of Research and Development. In this capacity, as the originator, inventor and innovator of the Alter-Air System, he has been responsible for the design and development of a number of innovative air conditioning systems. Before founding Alter-Air Corporation in 2004, Mr. Fair served as an international business consultant to a number of major Fortune 500 US corporations, which include Motorola, Siemens, Levolor, Zenith and 3M, among others. Mr. Fair is 65 years old.

Russell Hurd. From 2005 to the present Mr. Hurd has been providing consulting services to Medisolution, LTD. and several of its customers. Mr. Hurd was employed by Medisolution, LTD. and its predecessor, Delair Systems, as an Oracle Database administrator from 1988 through 2005. Mr. Hurd has completed three semesters of study in Electrical Engineering at Montana State University and two years of study at Gateway Community College. Mr. Hurd is 58 years old.

George Gholson. Since 2005, Mr. Gholson has been part owner of a multimedia company that manages a recording studio for music and commercial voice-over recording. The company develops web video and audio, and provides management services to the recording industry. From 1988 through 2005, Mr. Gholson developed his skills in multimedia production and design and created several websites, including Snowbirdz Interactive Media, which he ultimately sold. Mr. Gholson has over 10 years of multimedia experience in the fields of advertising, digital video, music production, and various other areas. Mr. Gholson attended New Mexico State University, focusing on Computer Literacy until 1983. Mr. Gholson is 44 years old.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Transactions with Management

On June 27, 2007, Randall Simonson contributed $1,000 in capital to the Company and the Company issued 1,000 shares of Class A stock and 5,000,000 shares of its Class B stock in exchange for this contribution. The Class B stock does not participate in dividends, other than dividends paid in shares or fractional shares of Class B stock, nor shall Class B stock participate in distributions upon liquidation. However, the Class B stock may be converted into Class A stock on the basis of one share of Class A for each one share of Class B then held and converted in the event the Company has net shareholders equity of $25,000,000. See "DESCRIPTION OF CAPITAL STOCK."

Randall Simonson and Marilyn Simonson each owned fifty percent (50%) of Fiesta Mesa at the time the Company purchased all of the outstanding membership interests of Fiesta Mesa. Fiesta Mesa was initially capitalized by the Simonsons with $156,645 of which $40,000 was returned to the Simonsons. In consideration for the sale of their membership interests in Fiesta Mesa to the Company, the Simonsons received an immediate cash payment of $1.00 and are entitled to receive an additional $1,000,000 upon the issuance of the Certificate of Occupancy for the Fiesta Mesa Facility by the City of Mesa, Arizona. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Finance and Budgets" and "MANAGEMENT – Executive Compensation."

Randall Simonson and Marilyn Simonson own all of the issued and outstanding membership interests in RAMS Development LLC. RAMS Development LLC will manage the construction of the Fiesta Mesa Facility for Kenellco Builders and receive approximately $732,893 from Kenellco Builders for such services. See "MANAGEMENT – Executive Compensation."

Transactions with Related Parties

Eco-Smart Companies, LLC

From its inception through September 30, 2007, the Company engaged Eco-Smart Companies, LLC to provide accounting and financial services. Eco-Smart Companies, LLC is owned by Christine Wilson, who is the daughter of Randall and Marilyn Simonson. To date, Eco-Smart Companies has been paid $5,926 by the Company and has been paid $10,000 by Fiesta Mesa for accounting and financial services. The Company does not anticipate any further engagement of Eco-Smart Companies, LLC.

Christine Wilson

The Company and Fiesta Mesa will employ Christine Wilson, who is the daughter of Randall and Marilyn Simonson, to provide accounting and financial services on an as-needed basis. This engagement will be at a rate of $55.00 per hour, plus reasonable and customary expenses. To date, Fiesta Mesa has paid $1,100 to Christine Wilson for accounting and financial services.

Gary Simonson

On August 22, 2007, the Company and Fiesta Mesa paid $5,000 each ($10,000 in the aggregate) to Gary Simonson, who is the son of Randall and Marilyn Simonson, for maintenance work, electrical work, moving equipment, refurbishing equipment, and the assembly of record file storage shelving systems. Such payments were in compensation for worked performed from the inception of the Company and Fiesta Mesa through the date of payment. The Company may hire Gary Simonson to provide services in the future.

Integrated Network Solutions, LLC

Integrated Network Solutions is currently wholly owned by Jerry Hornick and his son Adam Hornick. The Company has engaged Integrated Network Solutions to develop the RFID and radar file location systems. To date, the Company has paid $65,000 to Integrated Network Solutions for the development of these systems. The Company is currently in negotiations with Integrated Network Solutions to acquire 51% of the ownership interest in Integrated Network Solutions.

DESCRIPTION OF CAPITAL STOCK

The authorized capital stock of the Company consists of 15,000,000 shares of Class A stock and 10,000,000 shares of Class B stock. All shares of either class have equal voting rights. No shares of stock of the Company have preemptive rights with respect to shares of the same class or otherwise. In the event of a stock split or stock dividend declared with respect to the Class A shares, a similar stock split or stock dividend will be declared with respect to Class B shares.

Class B shares do not participate in dividends, other than dividends paid in shares or fractional shares of Class B stock, nor shall Class B shares participate in distributions upon liquidation. Class B shares may be converted to Class A shares, on the basis of one share of Class A for each one share of Class B then held and converted, provided that at the time of each occurrence the Company has net shareholders equity of $25,000,000, computed by independent certified public accountants then employed by the Company in accordance with generally accepted accounting principles.

Except as may be required by applicable law, holders of Class A stock and Class B stock are entitled to one vote for each share of Class A or Class B stock held on all matters; provided, however, that with respect to elections of directors, each holder of Class A or Class B stock shall have the right to cumulate their votes by multiplying the number of votes they are entitled to cast by the number of directors they are entitled to vote and casting the product for a single candidate or distributing the product among two or more candidates.

Warrants. For each 10,000 Shares purchased by a single investor, that investor will receive warrants to purchase 5,000 additional Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36)

months of the original Share purchase. Based on the number of Shares subscribed for by Prior Investors, 404,082 warrants are issuable to Prior Investors. Based on the number of Shares actually paid for by Prior Investors, 218,243 warrants are issuable to Prior Investors.

Certain Effects of Authorized But Unissued Stock. Under the Company's Articles of Incorporation, assuming, as of December 31, 2007, conversion of the option held by Mr. Soliz into 50,000 shares of Class A stock, the exercise of 37,500 warrants granted to Mr. Soliz along with his shares, the full payment by all Prior Investors of additional subscription amounts owed, the exercise of warrants by Prior Investors into 404,082 shares of Class A stock, and that no Prior Investors exercise their right of rescission, there will be 13,968,644 shares of Class A stock and 5,000,000 shares of Class B stock available for future issuance generally without shareholder approval. The Board of Directors is authorized, subject to any limitations prescribed by law, without further action of the shareholders of the Company, to issue from time to time additional shares of Class A stock and Class B stock. These additional shares may be utilized for a variety of corporate purposes, including for example future securities offerings or to raise additional capital or to facilitate corporate acquisitions. Pursuant to this offering, the Company intends to issue up to an additional 1,000,000 shares of Class A stock to accredited investors pursuant to exemptions provided by Regulation D and Section 4(2) of the Securities Act of 1933, as amended (the "Act") and by certain state laws and regulations.

One of the effects of the existence of unissued and unreserved common stock may be to enable the Board of Directors to issue shares to persons friendly to current management or to render more difficult or discourage an attempt to obtain control of the Company by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of the Company's management. Such additional shares could also be used to dilute the stock ownership of persons seeking to obtain control of the Company.

The following table sets forth the potential capitalization of the Company.

	Class A Shares	%	Class B Shares	%	Total Shares	%	Warrants (Maximum Possible)	Total if all warrants are exercised	%
Randall and Marilyn Simonson	1,000	.1	5,000,000	100.0	5,001,000	81.6		5,001,000	73.1
Offering to Prior Investors [3]	538,774	47.6			538,774	8.8	404,082	942,856	13.7
This Offering [3]	542,042	47.9			542,042	8.8	270,000	812,042	11.9
Edward and Mary Soliz (option)	50,000	4.4			50,000	.8	37,500	87,500	1.3
Totals	1,131,816	100.0	5,000,000	100.0	6,131,816	100.0	711,582	6,843,398	100.0

RESTRICTION ON TRANSFER OF SHARES

The Shares have not been registered under the Securities Act of 1933, as amended (the "Act") or registered or qualified under any state securities laws and are offered for sale only to a limited number of investors who, in connection with such sale, will represent, among other things, that they have a substantial net worth, that they are familiar with and understand the terms of this offering, and that the Shares purchased are being acquired by each for his own account for investment purposes and not with a view to resale or distribution. The Shares may not be sold, transferred, assigned or otherwise disposed of by a shareholder in the absence of either (i) an effective registration statement covering the Shares under the Act and any applicable state securities laws or (ii) an opinion of counsel in form and substance satisfactory to the Company that registration is not required under the Act and any applicable state securities laws.

Shareholders will have no right to require registration of their Shares for resale under the Act or under any state securities laws and no registration is contemplated.

[3] The total equity the Company seeks to raise is $5,000,000. This chart assumes that all Prior Investors choose to reaffirm their original investment and purchase the total number of shares previously subscribed for.

SUITABILITY STANDARDS

The Shares are being privately offered in reliance upon certain exemptions from registration under the Act, including Securities and Exchange Commission Regulation D. The Shares will be offered and sold only to an investor who (i) is an Accredited Investor (as defined in this Memorandum); (ii) satisfies any higher suitability standards imposed by us or certain state securities laws; and (iii) represents, among other things, that he has a substantial net worth, that he has knowledge and experience in financial and business matters such that he is capable of evaluating the merits and risks of an investment in the Shares, that he is familiar with and understands the terms of this offering, and that he is purchasing the Shares for his own account for investment purposes and not with a view to resale or distribution.

An Accredited Investor is an investor who meets at least one of the following standards or others set forth in Rule 501(a) of Regulation D:

(a) A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase exceeds $1,000,000.

(b) A natural person who had 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.

(c) Any bank as defined in Section 3(a)(2) of the Act, or any 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; broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; insurance company as defined in Section 2(13) of the Act; 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; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; 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; employee benefit plan within the meaning of Title I 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 investment decisions made solely by persons that are Accredited Investors.

(d) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

(e) 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.

(f) 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).

(g) A partnership, corporation or unincorporated association in which all of the equity owners of that entity qualify as Accredited Investors.

(h) Any executive officer of the Company.

The suitability standards referred to above represent minimum requirements for an investor. The satisfaction of such standards by an investor does not necessarily mean that the Shares are a suitable investment for an investor. We may require additional information to determine the suitability of investors. We reserve the right to

modify the suitability standards at any time to comply with any applicable federal, state or local laws, rules, regulations or otherwise.

There will not be any secondary market for the Shares. Furthermore, the Shares have not been registered under the Act or the securities laws of any state and, as a result, there are significant restrictions imposed upon the distribution or transfer of the Shares. See "RESTRICTIONS ON TRANSFER OF SHARES." ACCORDINGLY, INVESTMENT IN THE SHARES IS SUITABLE ONLY FOR PERSONS OF ADEQUATE FINANCIAL MEANS WHO HAVE NO NEED FOR LIQUIDITY WITH RESPECT TO THEIR INVESTMENT AND WHO CAN BEAR THE ECONOMIC RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Each prospective investor must represent that he is acquiring the Shares for his own account for investment only and not with a view toward resale or distribution and that he has received and carefully reviewed this Memorandum and the Exhibits to this Memorandum. The laws of certain states may impose more restrictive standards than those set forth above and may also require that such standards be met by Persons to whom Shares are transferred subject to the approval of the Company. In such event, the laws of such states will govern whether an investor may hold the Shares. Prospective investors should carefully read the requirements of certain states as shown in the various legends contained herein. INVESTORS WILL BE REQUIRED TO REPRESENT IN WRITING THAT THEY MEET THESE REQUIREMENTS. See "TERMS OF THE OFFERING."

Investor Questionnaire and Subscription Agreement

To ensure that a prospective investor satisfies the investor suitability standards, each prospective investor is required to complete an Investor Questionnaire and Subscription Agreement, which are attached hereto, designed in part to determine whether the prospective investor has the requisite knowledge and experience in financial and business matters.

TERMS OF THE OFFERING

General

Pursuant to this Memorandum, we are offering on a "best efforts" basis up to 1,000,000 shares of Class A Common Stock, no par value per share, of the Company (the "Shares"), at a price of $5.00 per Share. Each investor must purchase a minimum of 5,000 Shares, although the Board of Directors reserves the right to accept subscriptions for less than $25,000. For each 10,000 Shares purchased by an investor, that investor will receive warrants to purchase 5,000 additional Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Share purchase. The form of the Warrants is attached hereto as Exhibit B.

The Warrants are non-detachable, and may be exercised only by the holder of the Shares to which the Warrants are attached. This offering will terminate on February 12, 2008. The termination date may be extended by the Company in its discretion for an additional period not to exceed 120 days.

From June 1, 2007 through September 5, 2007, the Company sold an aggregate of 538,774 shares of its Class A Common Stock, no par value per share (the "Prior Shares"), to a total of forty-five (45) investors (the "Prior Investors"). See "TERMS OF THE OFFERING – Profile of Prior Investors." For each Prior Share purchased by a Prior Investor, the Company issued such Prior Investor warrants to purchase additional Shares as follows: a warrant to purchase .5 (one-half) Shares at an exercise price of $4.50 per Share for a period of nine (9) months from the time of original purchase of the Prior Shares; and (2) a second warrant to purchase .25 (one-quarter) Shares at an exercise price of $4.75 per Share for a period of eleven (11) months from the original purchase of the Prior Shares. Pursuant to a Private Placement Memorandum dated October 30, 2007 the (the "Rescission Memorandum"), the Company offered the Prior Investors who are Accredited Investors the right to (i) reaffirm their initial investment in the Prior Shares in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm their initial investment in the Prior Shares in the amount that was originally subscribed for, and remit additional funds to the Company, or (iii) rescind their initial investment and receive a return of the full subscription price paid without interest. Prior Investors who are not Accredited Investors will be required to elect the rescission

option. If a Prior Investor fails to complete and return the proper documentation to the Company by November 30, 2007, he shall be deemed to have elected to rescind his purchase of the Prior Shares.

Pursuant to this offering, the Company is seeking up to $5,000,000 of equity financing, including the equity investment of Prior Investors, if any, that remain as investors in the Company. The source of the funds with which the Company will repay Prior Investors electing to rescind their initial investments will be the proceeds, if any, from this offering, from the balance payable for subscriptions by Prior Investors electing to reaffirm their initial investments in the Prior Shares, the Company's operations, and future equity financings. All proceeds from this offering may be utilized immediately by the Company.

Profile of Prior Investors

The total number of Prior Shares subscribed for was 538,774, for a total purchase price of $2,289,789.50. Some of the Prior Investors did not remit the total purchase price for the number of Prior Shares they subscribed for to the Company. The total amount of money remitted to the Company is $1,236,708, thus 290,990 shares have actually been paid for. Each Prior Investor is entitled to receive a number of warrants along with the Prior Shares. If all Prior Shares subscribed for are ultimately fully paid for, the number of warrants issuable will be 404,082. If no additional Prior Shares are paid for beyond what has already been paid for, the number of accompanying warrants issuable will be 218,243. There is a total of 45 Prior Investors.

As of the date of this Memorandum, four (4) Prior Investors have requested and received a return of their funds invested, for a total of $221,000. Besides those four (4) Prior Investors, we have received official documentation requesting rescission from seven (7) Prior Investors, three of whom are accredited investors, for a total of $56,950, and four of whom are unaccredited investors, for a total of $87,989. Those seven (7) Prior Investors have not yet received a return of their funds. Additionally, all unaccredited Prior Investors will be required to rescind.

The mean number of Prior Shares subscribed for is 11,972.76. The median number of Prior Shares subscribed for is 10,000. The mode of the Prior Shares subscribed for is also 10,000. The number of Prior Shares subscribed for ranges from a low of 1,000 to a high of 50,000, with corresponding subscribed values of $4,250 and $212,500. The least amount of money actually remitted to the Company by a Prior Investor is $0, and the most amount of money actually remitted to the Company by a Prior Investor is $102,000.

CA-YES, LLC sold the property on which the Fiesta Mesa Facility will be built to Fiesta Mesa, and as partial payment, its member, Edward Soliz, received an option to purchase 50,000 Class A Shares for $5,000 and warrants to purchase 25,000 Class A Shares at an exercise price per share of $4.50 for a period of nine (9) months from the time of original purchase of the Shares and a second warrant to purchase 12,500 Class A Shares at an exercise price per share of $4.75 for a period of eleven (11) months from the time of original purchase of the Shares.

How to Subscribe

To subscribe for Shares, you must complete, execute, and deliver an executed Subscription Agreement (attached as Exhibit C), and an Investor Questionnaire (attached as Exhibit D) to Randall Simonson at SEED Corporation, 4049 E. Presidio Street, #101, Mesa, Arizona 85215. Subject to our acceptance, your execution of the Subscription Agreement and Investor Questionnaire will constitute your agreement to the terms and conditions contained therein. We will advise you of our acceptance or rejection of the subscription as soon as practicable upon receipt or, at the latest, 15 business days after we receive the executed Subscription Agreement and Investor Questionnaire. You may not withdraw a Subscription Agreement or Investor Questionnaire once you deliver it to us.

We reserve the right to reject any offer to purchase Shares, to sell to any investor less than the number of Shares that the investor offers to buy, or to waive the requirement to purchase a minimum of 5,000 Shares. We will only sell Shares to Accredited Investors. We have the right to change the terms of this offering, including the right to extend the termination date of this offering, without prior notice and without the consent of any subscriber or potential investor. The information provided herein is Management's representation and statement of the facts discussed herein and should be regarded as such.

EXHIBIT A

1. SEED Corporation Balance Sheet as of September 15, 2007
2. SEED Corporation Profit & Loss, January 1, 2007 through September 15, 2007
3. Fiesta Mesa Self Storage Balance Sheet as of September 15, 2007
4. Fiesta Mesa Self Storage Profit & Loss, January 1, 2007 through September 15, 2007

ACC002042
FILE #8228

Accrual Basis

SEED CORPORATION 07
Balance Sheet
As of September 15, 2007

	Sep 15, 07
ASSETS	
Current Assets	
Checking/Savings	
Pay Pal	1,972.36
Wells Fargo Bank	29,922.06
Wells Fargo Operating 4421	194,101.35
Wells Fargo Savings 0121	25,000.00
Total Checking/Savings	250,995.77
Accounts Receivable	
Accounts Receivable	9,272.16
Total Accounts Receivable	9,272.16
Other Current Assets	
Elite LLC Deposits-Property	1,500.00
Investment- Elite SS	2,500.00
Investment - Fiesta Mesa SS	708,751.59
Prepaid Expenses	
Legal - Retainer on Acct.	25,000.00
Total Prepaid Expenses	25,000.00
Total Other Current Assets	737,751.59
Total Current Assets	998,019.52
Fixed Assets	
Computer Equipment	33,580.88
Office Equipment	13,250.00
Furniture and Equipment	4,011.79
Total Fixed Assets	50,842.67
TOTAL ASSETS	1,048,862.19
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Salaries	8,333.32
Total Other Current Liabilities	8,333.32
Total Current Liabilities	8,333.32
Long Term Liabilities	
Notes Payable - Javinett	13,250.00
Total Long Term Liabilities	13,250.00
Total Liabilities	21,583.32
Equity	
Capital Stock	1,236,708.00
Net Income	-209,429.13
Total Equity	1,027,278.87
TOTAL LIABILITIES & EQUITY	1,048,862.19

ACC002043
FILE #8228

SEED CORPORATION 07
Profit & Loss
Accrual Basis — January 1 through September 15, 2007

		Jan 1 - Sep 15, 07
Ordinary Income/Expense		
Income		
Rent Income - Suite 125		4,272.16
Total Income		4,272.16
Expense		
Officer Salaries		33,333.32
Marketing		3,050.00
Rent Expense - Suite 125		4,272.16
Advertising and Promotion		1,261.83
Bank Service Charges		13.00
Finders Fee (5%)		28,283.88
Computer Equipment Expensed		2,559.91
Internet & Web Hosting		27.45
Meals and Entertainment		750.42
Office Supplies		7,920.53
Postage and Delivery		175.87
Professional Fees		
Consulting - IT	17,400.00	
Consulting - Stock Documents	15,148.75	
Consulting - Office Management	80.00	
Consulting - Mgmt Consulting	16,427.50	
Accounting	6,233.75	
Legal Fees	55,000.00	
Total Professional Fees		110,290.00
R&D Expenses		2,170.00
Rent Expense		11,472.78
Repairs and Maintenance		5,269.22
Telephone Expense		1,262.89
Utilities-electricity		1,588.03
Total Expense		213,701.29
Net Ordinary Income		-209,429.13
Net Income		-209,429.13

ACC002044
FILE #8228

Accrual Basis

Fiesta Mesa Self Storage
Balance Sheet
As of September 15, 2007

	Sep 15, 07
ASSETS	
Current Assets	
Checking/Savings	
Wells Fargo	4,224.40
Wells Fargo Operating 4389	251,225.24
Total Checking/Savings	255,449.64
Total Current Assets	255,449.64
Fixed Assets	
Capitalized Construction Costs	200,670.75
Furniture and Equipment	1,800.00
Total Fixed Assets	202,470.75
Other Assets	
Land Purchase	1,001,368.29
Organization Expenses	10,000.00
RFID Project Development & R&D	65,000.00
Total Other Assets	1,076,368.29
TOTAL ASSETS	1,534,288.68
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Fiesta Mesa SS Property Loan	
FM Property Loan Due CA-Yes LLC	250,000.00
Property Loan 1st, Grand Canyon	480,000.00
Total Fiesta Mesa SS Property Loan	730,000.00
Total Other Current Liabilities	730,000.00
Total Current Liabilities	730,000.00
Total Liabilities	730,000.00
Equity	
Member Capital Paid	
Member SEED Corp.	708,751.59
Randall and Marilyn Simonson	116,645.00
Total Member Capital Paid	825,396.59
Net Income	-21,107.91
Total Equity	804,288.68
TOTAL LIABILITIES & EQUITY	1,534,288.68

ACC002045
FILE #8228

Accrual Basis

Fiesta Mesa Self Storage
Profit & Loss
January 1 through September 15, 2007

	Jan 1 - Sep 15, 07
Ordinary Income/Expense	
Expense	
Bank Service Charges	39.00
Computer Equipment (Expensed)	540.00
Computer Expenses	480.00
Dues and Subscriptions	50.00
Office Supplies	75.80
Postage and Delivery	441.60
Professional Fees	
Accounting	5,300.00
IT – Computer	1,789.00
Legal	545.00
Management - Financial	3,112.50
Total Professional Fees	10,746.50
Rent Expense	4,220.00
Repairs and Maintenance	5,055.01
Total Expense	21,647.91
Net Ordinary Income	-21,647.91
Net Income	-21,647.91

EXHIBIT B

FORM OF WARRANT

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

COMMON STOCK PURCHASE WARRANT

SEED CORPORATION

Warrant Shares: _____ **Issue Date:** _____ __, 200_

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, _____ (the "Holder"), is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or before _____ __, 20__ (the "Termination Date"), but not thereafter, to subscribe for and purchase from SEED Corporation, an Arizona corporation (the "Company"), up to _____ shares (the "Warrant Shares") of Class A Common Stock of the Company (the "Common Stock"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Subscription Agreement (the "Subscription Agreement"), by and among the Company and the purchasers signatory thereto.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or before the Termination Date by delivery to the Company of a duly executed facsimile copy of the Notice of Exercise Form annexed hereto (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company), and, within three business days of the date said Notice of Exercise is delivered to the Company, the Company shall have received payment of the aggregate Exercise Price of the shares thereby purchased by wire transfer or cashier's check drawn on a United States bank. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three business days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise Form within two business days of receipt of such notice. In the event of any dispute or discrepancy, the records of the Holder shall be controlling and determinative in the absence of manif error. **The Holder and any assignee, by acceptance of this Warrant, acknowledges and agrees that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares**

hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.

b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be $6.00, subject to adjustment hereunder (the "Exercise Price").

c) No Automatic Exercise. If neither the Holder nor any assignee has exercised the rights arising hereunder on or before the Termination Date, then all rights arising in connection with this Warrant shall terminate and there shall be no automatic conversion or exercise hereunder.

d) Mechanics of Exercise.

i. Delivery of Certificates Upon Exercise. Certificates for shares purchased hereunder shall be transmitted by the Company or its transfer agent to the Holder by physical delivery to the address specified by the Holder in the Notice of Exercise within ten business days from the delivery to the Company of the Notice of Exercise Form, surrender of this Warrant (if required) and payment of the aggregate Exercise Price as set forth above ("Warrant Share Delivery Date"). This Warrant shall be deemed to have been exercised on the date the Exercise Price is received by the Company. The Warrant Shares shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised by payment to the Company of the Exercise Price (or by cashless exercise, if permitted) and all taxes required to be paid by the Holder, if any, pursuant to Section 2(d) prior to the issuance of such shares, have been paid.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the certificate or certificates representing Warrant Shares, deliver to Holder a new Warrant evidencing the rights of Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause its transfer agent to transmit to the Holder a certificate or certificates representing the Warrant Shares pursuant to Section 2(d)(i) by the fifteenth business day following the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

iv. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which Holder would otherwise be entitled to purchase upon such exercise, the Company shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

v. Charges, Taxes and Expenses. Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder; and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto.

vi. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (A) pays a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (B) subdivides outstanding shares of Common Stock into a larger number of shares, (C) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (D) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Offerings. There shall be no adjustment to this Warrant in the event the Company offers any security in the future.

c) Distributions. There shall be no adjustment to this Warrant in the event the Company makes a distribution to existing shareholders.

d) Fundamental Transaction. If, at any time while this Warrant is outstanding, (A) the Company effects any merger or consolidation of the Company with or into another person, (B) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (C) any tender offer or exchange offer (whether by the Company or another person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, or (D) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (each "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such merger, consolidation or disposition of assets by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder's right to exercise such warrant into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section

3(d) and insuring that this Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

e) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

f) Voluntary Adjustment By Company. The Company may at any time during the term of this Warrant reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the Board of Directors of the Company.

g) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly mail to the Holder a notice setting forth the Exercise Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock; (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock; (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, of any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, except for the Merger; (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company; then, in each case, the Company shall cause to be mailed to the Holder at its last address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder is entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and subject to the assignee or assignees making the representations and warranties to the Company as set forth in Section 2 of the Subscription Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant in a form reasonably acceptable to the Company

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duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. A Warrant, if properly assigned, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the original Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of the Subscription Agreement.

Section 5. Miscellaneous.

a) No Rights as Shareholder Until Exercise. This Warrant does not entitle the Holder to any voting rights or other rights as a shareholder of the Company prior to the exercise hereof as set forth in Section 2(d).

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a business day, then such action may be taken or such right may be exercised on the next succeeding business day.

d) Authorized Shares.

The Company covenants that during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant

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Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the trading market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (a) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (b) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant, and (c) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof as may be necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the laws of the State of Arizona without regard to principles of conflict of laws.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, will have restrictions upon resale imposed by state and federal securities laws.

g) Non-waiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date. If the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered to the Holder at the address of the Holder reflected in Investor Questionnaire provided by the Holder to the Company. All notices, requests, demands and other communications given or made in accordance with the provisions of this Warrant shall be in writing, and shall be sent by certified or registered mail, return receipt requested, or by overnight courier or telecopy (facsimile) with confirmation of receipt, and shall be deemed to be given or made when receipt is so confirmed. Any party may, by written notice to the other, alter its address or respondent, and such notice shall be considered to have been given ten (10) days after the mailing, telexing or telecopying thereof.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or

privileges of Holder, shall give rise to any liability of Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of all Holders from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

****

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

SEED CORPORATION
an Arizona corporation

By: _____
Name: _____
Title: _____

NOTICE OF EXERCISE

TO: SEED CORPORATION

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of lawful money of the United States.

(3) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered to the following address by physical delivery of a certificate:

_____

_____

_____

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____
Signature of Authorized Signatory of Investing Entity: _____
Name of Authorized Signatory: _____
Title of Authorized Signatory: _____
Date: _____

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EXHIBIT C

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby subscribes for and agrees to purchase the following securities of the Company pursuant to the terms of the Private Placement Memorandum of the Company dated November 12, 2007 (the "Memorandum"):

_____ shares of Class A Stock of the Company (the "Common Shares"), at a price per share of $5.00, such Common Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. For each 10,000 Common Shares purchased by the undersigned, the undersigned will receive warrants to purchase 5,000 additional Common Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Common Share purchase (the "Warrants"). The Common Shares and Warrants shall be referred to herein as the "Shares."

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $_____, representing $5.00 per share multiplied by the number of Common Shares.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares;

Name of Investor Completing this Agreement: _____

including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

3. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

4. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

[SIGNATURE PAGE FOLLOWS]

Name of Investor Completing this Agreement: _____

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this ___ day of _____, 2007.

_____
(Signature of Purchaser)

_____
(Name of Purchaser)

Accepted and agreed to this ____
day of _____, 2007.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement and Accredited Investor Questionnaire. I am aware that legal, financial and related matters contained in the Subscription Agreement and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2007.

Signature: _____
Name:_____

Name of Investor Completing this Agreement: _____

EXHIBIT D

Name of Prospective Purchaser: _____

_____
(Please Print)

State of Domicile: _____

Date: _____

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN. SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

Name of Investor Completing this Agreement: _____

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION 4049 East
Presidio Street, Suite 101 Mesa,
Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto as ***"Exhibit*** A", and certifies that either (**check only one**):

A. ☐ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☐ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☐ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____

_____

_____

(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

Name of Investor Completing this Questionnaire: _____

❑ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement:

_____

_____

_____

(describe entity)

B. ❑ The undersigned is not an "Accredited Investor" but has provided a statement describing his/her knowledge and experience in financial and business matters, which is attached hereto. Kindly provide sufficient detail so that the Company's legal counsel may conclude that the undersigned is capable of evaluating the merits and risks of investment in the Company.

2. **Entity Type.** The undersigned is (check only one):

❑ An individual

❑ A corporation

❑ A partnership

❑ A trust

❑ Other:

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is:

_____

4. **Address.** The address of the undersigned is:

_____

_____

_____

The phone, fax and contact person (if an entity) are as

follows: Phone: _____

Fax: _____ E Mail: _____

Contact: _____

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's

investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

Name of Investor Completing this Questionnaire: _____

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: _____

Very truly yours,

_____
Print Name of Investor

_____
Print Name of joint investor or other person whose signature is required

_____
Signature

_____
Signature

_____
Print Title (if applicable)

_____
Print Title (if applicable)

Name of Investor Completing this Questionnaire: _____

ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO. 2068

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: _____

_____
(Offeree Signature)

_____
Address

_____
(Please print name)

_____
Zip code

_____ _____ _____
Phone Cell Phone E-mail address

_____

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SEED Corporation

(Sustainable Energy-Efficient Development)

An executive summary of the business plan and stock offering

This document is for information purposes only and is not meant to take the place of any Company's Offering Memorandum or Business Plan. It is a brief of what the Memorandum and Business Plan may contain, but it is in no way to serve as a substitute for them under the rules and laws of the State of Arizona and the United States Securities and Exchange Commission. It is neither an offer to buy nor solicitation to sell any securities; that may only be done with qualified investors through the Company's private placement memorandum.

THIS SUMMARY IS QUALIFIED IN ITS ENTIRETY BY A MORE DETAILED INFORMATION AND FINANCIAL STATEMENT, INCLUDING THE NOTES THERETO, IN THE COMPANY'S OFFERING MEMORANDUM YET TO BE COMPLETED. BECAUSE THIS IS A SUMMARY, IT DOES NOT CONTAIN ALL OF THE INFORMATION YOU SHOULD CONSIDER BEFORE MAKING AN INVESTMENT DECISION, YOU SHOULD ASK QUESTIONS AS TO THE PROSPECTS AND RISK FACTORS OF THE BUSINESS IN INTERVIEWS WITH THE PRINCIPLES OF SEED.

STATEMENTS CONTAINED IN THE PLAN WHICH ARE NOT HISTORICAL FACTS MAY CONSTITUTE FORWARD-LOOKING STATEMENTS AS THAT TERM IS DEFINED UNDER THE "SAFE HARBOR" SECTION OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. ALL FORWARD-LOOKING STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES WHICH COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM ANY PROJECTION.

INTRODUCTION

The SEED Corporation is partly made up of a four-member group Consortium combining their abilities and expertise to build projects according to Green Building and Leadership in Energy and Environmental Design (LEED™) guidelines. SEED plans to develop combination self storage and document storage facilities and perhaps in the future upscale projects and communities for sustainability using state-of-the-art technologies, awe-inspiring design, and renewable energy for grid independence.

Putting this project together actually started several years ago, with the idea of establishing a group of entities, more or less under one umbrella; in this case SEED. It began with the Freon-free/compressor-free air conditioning system. This brought in ETA Engineering with their abilities and expertise in photovoltaics. This meant that air conditioning could be free if powered by the sun. This was the key to a lot of possibilities. The Alter-Air system equivalent of a five ton air conditioner can run on less than 1,200 watts of electricity; less than a hand held hair dryer – they're 1600 + watts. As the different entities and technologies appeared, it became clear that bringing these things together, with some common goals, could be a lot more than the parts separately.

The members of the Consortium have spent many years developing various technologies, products, innovative inventions, skills, concepts and ideas – mainly independent of one another. The combination of these various products and abilities make it possible to create buildings, homes and entire communities that can operate efficiently enough to be off-grid.

MEMBERS OF THE CONSORTIUM:

Alter-Air Corporation has developed and patented an air conditioning system that can be powered by photovoltaics. Their 5-ton equivalent system doesn't need Freon or a compressor, and can run on less electricity than a handheld 1800 watt hair dryer. This is an important factor in qualifying for a $1.80 per square foot tax deduction on a building.

Amazon Forms One, Inc. has developed and manufactures GRID-Wall™ as a unitary concrete composite forming system, or Insulated Concrete Form blocks providing an insulation R factor of 45. This is about five times that of most existing homes today – especially those made of cement blocks. It can be used for any design – buildings up to 8 stories for residential and 6 stories commercial. It can also be used for basement walls, retaining walls, safe rooms, and foundation stem walls.

ETA Engineering, Inc. develops and engineers photovoltaic systems. This includes the controls, grid-tie equipment, inverters, and additional patented products for the systems. ETA exclusively provides the essential equipment that drives the Alter-Air System. They have some of the very best engineers in the business and are the largest distributor of panels for solar power in Arizona. They have been in business for 15 years.

RAMS Development LLC; The RAMS organization brings many years of experience in the construction industry to SEED. Mr. Simonson has done many projects for the motion picture industry, including the development and construction of most of the special effects for Universal Studios in California. Mr. Simonson has been instrumental in the development, building and marketing of Pinnacle Peak, Scottsdale, Arizona. He brings some very special needed talents and abilities to SEED.

RAMS Development LLC, is a Company SEED is contracting with to oversee the building of its various facilities. This is to isolate any liability away from SEED incase of accidents or problems with defects in the construction of the projects. When finished the facility will be sold to SEED at cost, and SEED will benefit from any value added by the project and its earnings potential. This may be a particularly effective strategy for protecting SEED from law suits that could arise out of any given project.

CONSORTIUM AFFILATES

CSL Breckenridge, LLC is orchestrating the financial and corporate structure for all the companies involved in the Consortium under the auspices of Dr. Shawn Pierce, PhD. He has brought together the entities comprising the Consortium, making this project possible, and further developed the concept and financial structure for SEED. CSL remains a consultant to Alter-Air, Amazon, ETA, as well as SEED, but is not a shareholder, officer nor director of any of them. He provides the liaison between the companies and has developed some of the principal ideas behind several of the Consortiums products and financial strategies. CSL does have a limited amount of stock options in each Consortium member.

Kenellco Konstruction, Inc. **Tom** Hamm is the qualifying party for the commercial contractor's license. The company maintains general contractor licenses for both commercial and residential projects. Tom has 30 years experience as an erector or as a construction manager / erector for the storage industry. The majority of Kenellco's commercial revenue is generated by self-storage projects. However, they do install conventional steel buildings, canopies, architectural steel panels, and even general aviation airplane hangers. Over the years they have established working relationships with several engineers and architects, as well as numerous trades' people.

As Construction Manager / Erector Kenellco provides the service to the client of working with their design professionals from the concept stage. They stay with the project through the issuing of the Certificates of Occupancy. They prepare a simple pre-construction budget to see if the project makes sense. They put the project out to bid and select qualified tradesmen to complete the project. They provide the lender with a list of subcontractors and their projected contracted amounts. When they prepare the draw requests they display the request against the contract amounts and percent completed.

Menze Buildings Inc. Herman Menze has been building mini storages since 1975 in Arizona, California, Texas, Virginia, and Florida. Menze supplies the design and prefabricated steel building material. Their dedicated CAD system creates the required drawings for presentation and building permits. It also generates a bill of materials that is sent to the various fabricators. This ability is what makes them very competitive. Their current engineering firm is Larson Engineering in Naperville, Illinois. Their website is http://www.larsonil.com/. They have a national presence and cover most of the engineering functions.

PRINCIPAL BUSINESS:
Presently the principal business of SEED Corporation is developing combination self storage and document storage facilities using totally Sustainable Energy Efficient Development methods and materials in their facilities that are energy-efficient and grid-independent where feasible, as well as being a benefit to the environment. In the future the Company may venture into general purpose buildings, warehouses; communities, and homes)

The Company's is a principal shareholder in two of the Consortium's members. Each Consortium member has its specialized field and contributions. The management teams from all of the entities are seasoned professionals with many years of experience in operating their own companies and working with the top management of others, many of which are Fortune 500 companies. They are seasoned senior management level executives with vast technical backgrounds, hands-on experience and management skills, and the knowledge, insight and experience in knowing how to apply these many attributes.

BUSINESS CONCEPT:
The initial goals of the Company is to build and operate combination self storage and document storage facilities. It is generally accepted that the self storage business is a lucrative business if properly managed. Public companies in the self storage business tend to trade at higher levels of price to earnings ratios; the average PE ratio is approximately 42. In addition to self storage, the Company to do document storage, fine art, and wine storage. These bring in four to six times more revenue than self storage, and the demand is intense. Please take

note of the attendant **Records Retention Guide,** on the last page of this document. In addition to the cash flow from the businesses, there is a tendency for the real estate values of storage facilities to be stable in a down trending market and/or actually appreciate, verses what the housing market is doing. This adds to the asset value of the Company and provides a stable asset foundation while providing a very good income.

Currently, the Company has purchased the land for its Fiesta Mesa location, and has several other possible locations it has been evaluating and negotiating to acquire. The owners of some of the properties being negotiated for have given positive indications, stating they would like to proceed in bringing the propositions to a conclusion. The storage business profitability aspects are very favorable. It presents an opportunity to not only quickly increase the value of the real estate asset, but it has tremendous cash flow and ROI in relation to the investment in the asset. A publicly traded stock with this combination of appreciating assets and rising cash flow tend to trade in above average price to earnings ratios.

With regard to the Company's business concept, there are some very proprietary items that can only be discussed after signing a Confidentiality, Non Disclosure, and Non Compete Agreement that has been accepted and executed by the Company. This is due to its integrated methods and technology that gives it a substantial business advantage.

The Consortium member's management teams have joined together in a collective effort under the "corporate umbrella" of SEED. They want to group their complementary products, with their unique features, benefits and resources in an entity dedicated to promoting the Consortium's interests; constructing "green-building-packages," where a building is constructed using the components from the Consortium members. Note, the components are not sold as a single item to the consumer, but as a package. A commercial building or home is to be built with Alter-Air's air conditioner, Amazon's ICF foundation blocks and ETA Engineering's photovoltaic panels and inverters.

SEED's priority as its first project is to establish a stand-alone Sustainable Energy-Efficient Developed combination document and self storage facility. **The planned self storage only facility has projected conservative potential net income of approximately $1.3 to $1.7 million dollars per year. With the possible establishment of the document storage component, income could be more double.**

Simply put, the business concept has been a multifunctional approach for SEED to developing this business. Careful, extensive planning and development has taken place over the past four years. Development has been in SEED's exclusive tracking and locating system. It not only enables the Company to track a box or file in its own facility, but will also track a box or file in a clients location. If within 10 to 20 feet of a file or box, the locator will tell the distance from the locator and the angle it's at. Doctors, lawyers, accountants as well as title companies, banks and credit unions need to know where their files are; spending time looking for them is also spending money.

Acquiring land in the right locations is important and contracting land owners that want to develop their property or joint venture with SEED to acquire certain pre-selected land for development by SEED and the Consortium. SEED has located eleven sites in the greater

Phoenix area that are very suitable for its purposes, some are already zoned and approved for storage facilities, a process that usually takes about 14 months to complete.

In the future, when the housing market is recovering, each Consortium member will be an exclusive supplier of products used in the structures to be built on SEED land. As off-grid land is acquired (off-grid is less expensive), deed restrictions are established to make it virtually mandatory that certain standards for materials are met, and energy-efficient and sustainable products are used, to insure the integrity of the concept. When the structures are built that are self-sufficient, the land under them gains in value in parity to land on the grid. In many cases, the standards are such that they can only be met by the products produced and supplied by SEED and/or the Consortium. SEED exclusively contracts to use only the Consortium's products and features and represents them as a marketing arm. Furthermore, SEED owns stock in each member of the Consortium.

Economic Premises and Underlying Factors of the Building and Development Concept:

Consortium members firmly believe that sustainable and grid-independent communities are the future. The world's oil supply can't keep pace with demand, and escalating record prices are creating tensions among nations, and affecting agriculture production which is also in record demand, contributing to ever-rising commodity prices. Power companies can't build generating facilities fast enough, and as oil and natural gas prices are the underpinnings of their pricing structure, ever-increasing rate hikes result. Building nuclear power plants is all but out of the question; it takes too long, costs too much, and creates nuclear waste that is a disposal and storage problem. Oil has hit some all-time highs in 2006 of $78+ a barrel; $80+ is forecast in the not-too-distant future, especially if terrorists blow a major oil pipeline.

Aside from the benefit of a greatly reduced utility bill, by using Amazon's Grid-WALL, Alter-Air's AC system, ETA's controls and equipment, SEED's composite building structure process is energy-efficiency and affordable. Power companies such as SRP will reimburse half the cost of the systems from ETA. In addition, the State of Arizona will give up to $1,000 for a system in personal tax credits, and there is a Federal Investment Tax Credits of 30 percent. By law, SRP, for example, will also pay up to 4.5 cents per kilowatt hour for power generated by the photovoltaics, that's in excess of what the owner uses. Additionally, there are power purchase agreements between independent producers and users that may be of significant financial interest.

The bottom line is about 74 percent of the cost of the photovolticas are reimbursed through tax credits from the government and buy downs from the utility companies. Furthermore, as of January of this year through a new program developed with the Department of Energy and the IRS, buildings that are built 50 percent more energy efficient than similar buildings are given a $1.80 per square-foot tax deduction. In the case of the Fiesta Mesa facility with 122,100 square feet, it would amount to $219,780. This could result in the photovoltaic system, the air conditioning and lighting being essentially free.

Recent Developments:

The financing for the first two combination self storage and document storage facilities is in the final phases (there is a commitment letter being issued and escrow being established, as of this writing for Fiesta Mesa with similar items being written for Elite. Furthermore, a section of the building currently occupied by a furniture company at 4049 Presidio is to be available for SEED to take over around August 1st, to begin the document storage phase and to establish systems of operation, training facilities and modeling the configuration of other facilities i.e. Fiesta Mesa and Elite.

SEED has negotiated an agreement with two very experienced representatives of a shelving company to bring us clients that need document storage. Their clients are having difficulty in finding space of their own to archive files. One medical facility has a space of their own with some 100,000 boxes, but can't find what they need, because they didn't employ a system to track what they need when they need it.
SEED is developing its own proprietary locator technology. The importance of this is we can tag a box with an identifying tag, and be able to locate it within one second. When the client wants the box retrieved, the location of the box appears on a computer screen, even if the box is misplaced, it then can be retrieved within minutes. The box can then be delivered to the client within about two to three hours depending on distance (within 25 miles if local), or overnight for others. This is in contrast to our biggest competitors that require two weeks turnaround for pickup and delivery. In legal cases or medical emergencies, delivery of documents is crucial in a law suit or getting patient's vital history and/or treatment records.

We have surveyed and consulted with qualified and experienced people in this industry, there is no one at present with this technology or capabilities. What is equally important is that boxes cannot be lost. If a box is "misplaced" on a shelf from where it was part of a client's assigned section, the ID-tag will show it on the computer screen within about a second, it then can be retrieved or relocated to its assigned space. In other facilities personnel must search through countless boxes in order to locate a "lost" box. This can take several minutes, hours, days, weeks, or perhaps it is just declared lost and can't be found. These circumstances can be very costly for both the storage facility and the client, and can further result in costly litigation.

The various projects begin in their own specific LLC as a construction project in order to isolate any liabilities coming out of anything that may occur related to the construction. The LLC produces a turn-key project and SEED acquires it for cost. In the case of Fiesta Mesa, SEED by agreement will purchase the facility for $10 million dollars. According to the evaluation and feasibility study done by Professional Self-Storage Management, LLC of Tucson, AZ the building will be a class A plus and appraise at $13 million dollars. However, the income stream upon rent-up of just the self storage portion of the facility is $969,662. The income from document storage, not including retrieval, refilling and other services which more than double the fees from just storage is $966,736. This is on a standard floor plan, whereas we will be using compact shelving which increases our income by about 60%. However, just using the $969,662 plus the 930,000 equals $1,936,397 net (does not include approximately $900,000 in service fees. On the basis of a 7.5% cap rate, the income factor gives the facility a value of approximately $25,818,000. With an asset value that increases by 9 to 13% a year due to the income stream and real estate appreciation.

As of June 7, 2007, approval of the financing package for the Fiesta Mesa facility was approved for $10,500,000. The Company will be seeking another package in a few weeks, three different lenders are bidding for the project.

The Company is finishing up on a private placement stock offering for one million shares at five dollars per share, plus seven-hundred fifty warrants for an additional four million dollars. There may be another million shares offered at a later date if circumstances warrant it. However, having the company's stock leveraged with an asset worth three times the money borrowed against it is very favorable for the Company and its stock. When the offering is concluded there will be about 2 to 2.5 million shares outstanding. The facilities could be producing about 5 to 7.5 million dollars in net earnings, or about two or three dollars per share. The average price to earnings ratio of publicly traded stock in storage companies is about 40 to 1. Using a price to earnings of 10, the stock could be $20 to $30. This is by no means an accurate projection, nor should this information be used to make an investment decision. It is meant to only be a summary of what the Company is doing and hopes to do in the future.

Fiesta Mesa Self Storage LLC
Business Plan Summary

THE FACILITY:

- Location: Southern and Extension in Mesa, Arizona.
- The property consists of 65794.49 square feet or 1.51 acres (see legal description attached) located at 1102 S Extension, Mesa, Arizona 85210, valued at $2.5 million
- A climate controlled Self-Storage building consisting four floors totaling 122,100 square feet, subdivided into 1014 rental units
- Building to be built for minimal energy consumption, for smaller utility bills
- The projected cost of establishing the facility is approximately $7,400,000, 62% of value
- The projected net income at 85% occupancy is approximately $1,371,100.
- The projected value of the project when completed is $12,900,000 to $15,000,000 when fully operational projected value is $25,818,000.
  *does not reflect an additional $930,000 possible income from document storage operations and $900,000 in retrieval and restoration fees

Current Pre-facility construction and operation activities:

- The principals of the Company have engaged the services of some of the top companies and people in the self storage industry, recognized for their background, experience and success.
  - **Professional Self Storage Management, LLC.**, will manage this facility. Mel Holsinger who owns and manages 32 other self-storage industry-leading facilities. Address: 3434 E. Kleindale Road, Ste E. Tucson, Arizona 85716 (520) 320 – 9135 www.proselfstorage.com
  - **Menze Buildings, Inc.,** Herman Menze and associates has designed and built storage facilities since 1975 in Arizona, California, Texas, Virginia, and Florida. Menze Buildings, 3963 E. Latham Way, Gilbert, Arizona 85297 phone (480) 967 – 0330. www.menze.com.

- **Larson Engineering in Naperville, Illinois,** have a national presence and cover most of the engineering functions. Their main website is www.larsonil.com. **LEAZ:** 4110 N. Scottsdale Road, Suite 170 Scottsdale, Arizona 85251 – 3919. Phone: 480 – 212 – 4200. Fax: 480 – 212 – 4201 Email: info-az@larsonengr.com
- **Kenellco Konstruction, Inc.** Tom Hamm is the qualifying party for the commercial contractor's license. The company maintains general contractor licenses for both commercial and residential projects. Tom has 30 years experience as an erector or as a construction manager / erector for the storage industry. The majority of Kenellco's commercial revenue is generated by self-storage projects.

- Established a preliminary climate controlled document storage facility at 4049 E. Presidio St. Mesa, AZ 85215
- Perfected a letter of intent for leasing part of the basement floor to store Marine Geodetic Survey Charts
- Establish a Standard Plan for future facilities to accelerate permitting approvals and save time in getting project completed

Post Funding Objectives

- Complete the final permitting process for construction
- Begin site preparation for construction below ground
- Pre-lease the upper floors of the facility to create cash flow before completion
- Complete construction, continue lease-up

Mission

It to provide high quality storage facilities, suitable for preserving valuable household items, antiques, works of art, valuable vintage wines, as well as document preservation for professionals such as doctors and attorneys, etc. Our goal is to maximize revenues using aggressive and comprehensive marketing techniques, constantly reviewing individual storage unit size prices and adjusting them according to the highest possible levels, maintaining a low delinquency and loss rate, using customer enticements only when necessary and frequently comparing our product to our competitors.

The project is to be managed to provide a secure, convenient environment with exemplary customer service to insure that we can meet and exceed customer storage expectations. Professional Self Storage Management, LLC, was engaged for the express purpose of offering professional management services to the self storage industry. Our goal is to maximize revenues using aggressive and comprehensive marketing techniques, constantly reviewing individual storage unit size prices and adjusting them according to the highest possible levels, maintaining a low delinquency and loss rate, using customer enticements only when necessary and frequently comparing our product to our competitors.

SWOTT Analysis

Strengths

- Experienced seasoned Management team
- experience professionals to insure tight financial controls
- Strong strategic professional marketing skills

Weaknesses

- Current staff is minimal, but experienced
- Modest advertising and marketing effort

Opportunities

- Fiesta Towers complex being constructed across from facility
- Secure document storage facilities in high demand
- Several customers are ready to sign up for document storage

Threats

- Theft of product, equipment, data base, proprietary data, etc.
- Well financed competition starts buying share-of-market

Trends

- More facilities needed with more requirements for preserving documents
- The need for businesses to store records continues to grow at an increasing rate
- More people moving into the area needing personal storage
- Families downsizing homes needing storage for excess possessions

Document storage differs from self storage where people store their furniture and other household items, in that self storage is rented by the square foot. Document storage on the other hand is rented by the cubic foot. There are approximately 31,000 square feet in each floor to the Fiesta Mesa facility. The estimated revenue from each floor of self storage is $323,220 per floor; $969,662 annually. With a 24 foot ceiling height for the document storage in the basement, at 65 percent capacity the storage fees alone are $141,050 per month or $1,692,600 annually. Service fees usually double the storage fees for document storage.

Taking note of the income streams projected from the above paragraphs, one could conclude that with a limited number of shares and a constant building of the revenue stream that earnings per share could grow substantially. These are only Management's estimates of what they want to do and possible results, it is in no way a guarantee of results.

The overall operating plan is to do the self storage, because it rents up quickly and will carry all expenses and show a profit. The document storage will be started in the basement of the buildings and displace the self storage as it grows. So eventually most of the facilities will be for document storage, because it brings in three to four times the revenue. Below is a records retention guide, note the ones in bold letters.

The overall financial strategy and plan is to have a limited number of shares sold in a private offering. Secondarily, the Company intends to borrow funds from private lenders to build the

first few facilities. Currently it is forecast that there will be approximately 3 to 3.5 million shares sold. This can insure that the first three to four facilities will be built or acquired. There may be some stock splits, but presently the intent is not to have an additional issuance of shares. After the first 3 or 4 facilities are completed and income producing, it's the Company's intention to self finance from within out of revenues and continue to build or acquire facilities, but not sell any more stock. Currently there are 11 locations for the Phoenix area, 2 in Tucson and 4 in the Palm Springs, California area.

We think borrowing capital to build a building that will be worth about twice as much when finished as to what it cost to build it, is a good use of debt financing. We think that having equity cash on hand to meet any short fall or "emergency situation" is a good use of capital; it always keeps the Company ahead of the curve instead of behind the proverbial eight-ball

SEED will be offering 1,000,000 shares at $5.00 per share to raise $5,000,000, which includes two warrants. SEED is set up, so that for each 10,000 shares at $5.00, there are two warrants, one for 5,000 additional shares at $5.50 per share and a second one of 2,500 additional shares at $5.75 per share. The result is that $5 million will be raised from the $5.00 shares and $4 million could be raised from the warrants.

Having file boxes in storage, is like having an annuity, the industry average for a file box in storage is 16 years.

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Records Retention Guide
Updated January 2, 2006

Medical Records*

- Adult patient charts.....10 years following the office visit
- Minor patient charts.....Reaching majority plus limitations
- **Diagnostic images.....Permanently with chart**
- **Medical correspondence .....Permanently with chart**

Accounting & Financial Records*

- ☐ **Auditors' reports.....Permanently**
- ☐ **Accounts payable ledger.....Permanently**
- ☐ Accounts receivable ledger.....Two (2) to six (6) years
- ☐ Bank debt deduction .....Seven (7) years
- ☐ Bank deposit slips, reconciliations, statements.....Four (4) years
- ☐ Bank statements with cancelled checks.....Six (6) years
- ☐ Contracts of purchases and sales .....Four (4) years
- ☐ Depreciation records.....Four (4) years
- ☐ **Deeds, Mortgages, and Bills of Sales .....Permanently**
- ☐ **Financial statements.....Permanently**
- ☐ **General ledgers .....Permanently**
- ☐ Invoices – sales .....Four (4) years
- ☐ Invoices – purchases .....Four (4) years
- ☐ Invoices – paid.....Six (6) years
- ☐ **Income tax returns .....Permanently**

Business Records*

- ☐ **Stock and bond records.....Permanently**
- ☐ **Articles – legal, accounting, incorporation, etc. .....Permanently**
- ☐ **Contracts and agreements .....Permanently**
- ☐ **Minutes .....Permanently**
- ☐ **Trademark registrations, patents and copyrights .....Permanently**

Personnel Records*

- ☐ Accident reports and injury claims .....Seven (7) years
- ☐ **Insurance policies .....Permanently**
- ☐ COBRA records.....Three (3) years
- ☐ Benefit plans .....Four (4) years
- ☐ **OSHA Medical .....Thirty (30) years**
- ☐ OSHA Training files.....Three (3) years
- ☐ Personnel related files.....Six (6) years
- ☐ **Building plans.....Permanently**
- ☐ Payroll journal .....Six (6) years

- ☐ Time cards .....Four (4) years

Out of the 34 items listed above 15 have to be kept permanently and one for 30 years.

The storage fee per month for a standard box is 35 to 50 cents, because of out locator system for each box we plan to charge 50 cents for a standard box. The basement has an actual capacity of 440,000 boxes.

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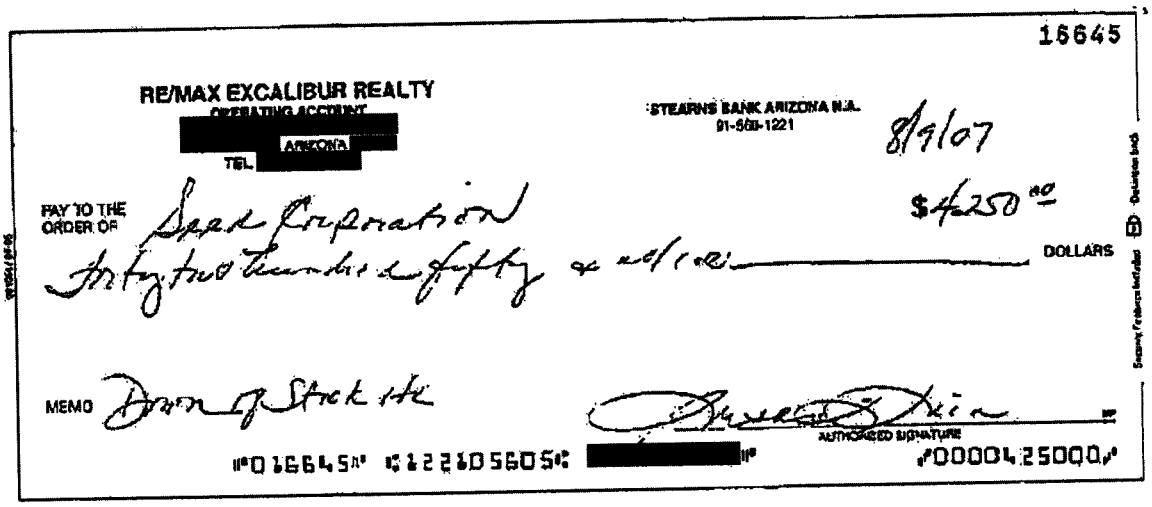

16645

RE/MAX EXCALIBUR REALTY
OPERATING ACCOUNT
[redacted] ARIZONA [redacted]
TEL [redacted]

STEARNS BANK ARIZONA N.A.
91-560-1221

8/9/07

PAY TO THE ORDER OF Seed Corporation $4250.00

Forty two hundred fifty & no/100 DOLLARS

MEMO Down of Stock Ite

AUTHORIZED SIGNATURE

⑈016645⑈ ⑆122105605⑆ [redacted]⑈ ⑇0000425000⑇

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Post Date	20070815	Routing Number	122105605
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405223783 4401 4401 21 08-15-07

WFB NA TEMPE08142007
5015 04830475933 4
>1221-0527-8<
102431 8 ESO 62

PAY TO THE ORDER OF
WELLS FARGO BANK, N.A.
MESA, AZ 85215
122105278
FOR DEPOSIT ONLY
SEED CORPORATION
[redacted]9121

EXHIBIT
S-19
ADMITTED

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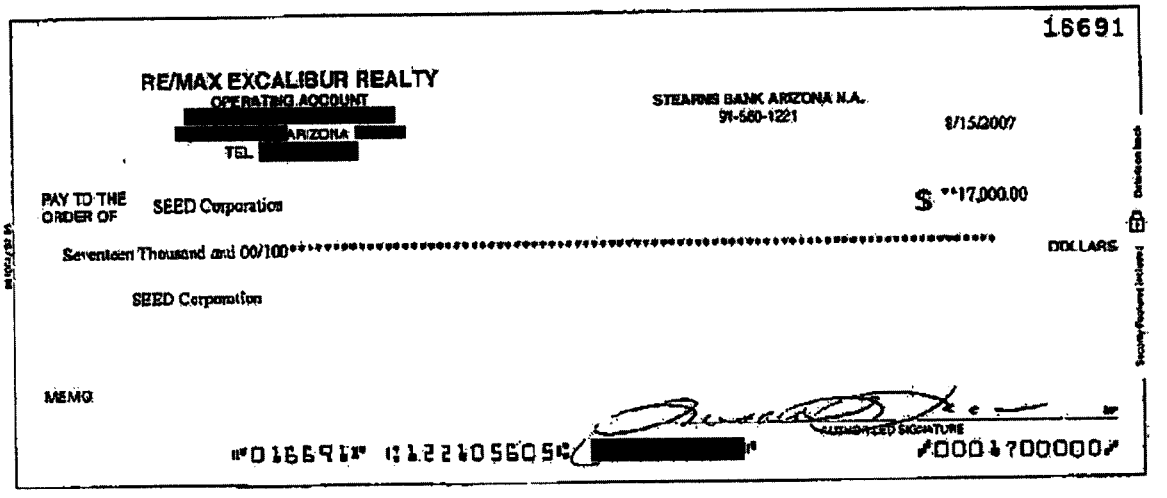

16691

RE/MAX EXCALIBUR REALTY
OPERATING ACCOUNT
[redacted] ARIZONA [redacted]
TEL [redacted]

STEARNS BANK ARIZONA N.A.
91-560-1221

8/15/2007

PAY TO THE ORDER OF SEED Corporation $ **17,000.00

Seventeen Thousand and 00/100********** DOLLARS

SEED Corporation

MEMO

AUTHORIZED SIGNATURE

⑈016691⑈ ⑆122105605⑆ [redacted] ⑈0001700000⑈

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>1221-0527-8<
6987: 8 ESU 63

FOR DEPOSIT ONLY
ACCOUNT #
[redacted] 4421

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FILE #7988

B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215

Attention: Randall Simonson, President

EXHIBIT
S-20
ADMITTED

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of Class A shares (the "Shares") of Class A Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 3,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.
Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 9 day of August, 2007

3,000	X	$4.25	=	12,750.00
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
3,000		12,750.00		0
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☒ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

SUSAN L. SICA

Please Print Names as they are to be listed on the stock certificate

Subscriber Signature (one signature only)

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

AZ
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

N/A
Cell phone

SUSAN_SICA@[redacted]
Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:_____

State of Organization

Name:_____

Title:_____

Address

Date:_____

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this ____ day of _____, 2007

SEED CORPORATION

By:_____
Randall Simonson, President

ORIGINAL (COMPANY'S COPY)

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NAME SUSAN SICA

ACCOUNT NO. [redacted] 2794

91-560/1221

DATE 8/13/07

PAY TO THE ORDER OF SEED Corporation $12,750 00

Twelve Thousand Seven Hundred Fifty and 00/100 DOLLARS

STEARNS Bank ARIZONA N.A.
We Get The Job Done, 480-314-4200

FOR 3,000 Shares SEED Corp.

Susan D. Sica

:122105605: [redacted] 2794"

EXHIBIT
tabbies
S-21
ADMITTED

ACC002082
FILE #8228

SEED CORPORATION

Sustainable * Energy * Efficient * Development

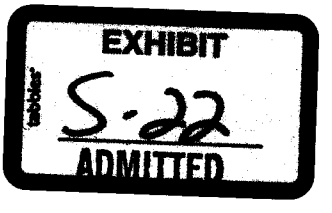
Dear Susan Sica,

August 28, 2007

We would like to take this opportunity to welcome you as a Founding Shareholder of SEED Corporation. Enclosed please find your duplicate copy of the Subscription Agreement. With your support and our efforts we plan for a bright future. We will be sending out periodic progress reports for you to follow our progress.

Best Regards,

Randall Simonson
President
randalls@azseedcorp.com
480-374-7428
602-531-5211 cell



ACC002160
FILE #8228

SEED
Sustainable Energy Efficient Development
"OUR NAME IS OUR MISSION"
CORPORATION

March 6, 2008

Susan Sica
[redacted]
[redacted] AZ [redacted]

Dear Susan,

I have enclosed a new "Subscription Agreement for Rescinded Shareholders" which our securities attorneys, Fennemore Craig prepared to allow rescinded shareholders to remain a shareholder in SEED Corporation.

To give you an update, I have also enclosed our current PPM, offering price $5.00 per Share, which contains a Supplement dated February 4, 2008 that supplements and amends the Private Placement Memorandum dated November 12, 2007. This supplement also describes the "**Limited Dividend**" in detail.

If you elect to remain a SEED Shareholder, as an initial investor, you have been issued Investor Warrants to purchase additional Shares as follows (the "Warrants"): a Warrant to purchase .5 (one-half) Shares at an exercise price of $4.50 per Share for a period of nine (9) months from the time of original purchase of the Shares; and (2) a second Warrant to purchase .25 (one-quarter) Shares at an exercise price of $4.25 per Share for a period of eleven (11) months from the original purchase of the Shares.

You purchased 3,000 Shares on **August 14, 2007**, which gives you the following purchase rights on or before the respective expiration dates:

Warrant Shares	Exercise Price	Expiration Date
1,500 Shares	$4.50 per Share	**9 Months** MAY
750 Shares	$4.75 per Share	**11 Months** JULY

For your convenience, I have attached a "Notice of Exercise" form, which you will need to complete in order to exercise your Warrants.

I sincerely thank you for your support. We are proud to have you as a SEED shareholder. We will be calling you in a few days to answer any questions you may have and to assist you with filling out the forms.

Sincerely,

Randall Simonson
President and CEO

Contact Numbers:
Randall Simonson 480-374-7428 Email: randall.simonson@seed-corp.com
Denise Gholson 480-374-7426 Email: denise.gholson@azseedcorp.com

ACC002161
FILE #8228

January 4, 2008

Marilyn and Randall Simonson
SEED Corporation
4049 E Presidio Street
Mesa, AZ 85215

[redacted]

Dear Marilyn:

A while back we received an 'investor package' from Fennemore Craig, PC asking us to fill it out or request rescission of our investment.

I filled this out and sent it off certified to Fennemore Craig – requesting to have my monies rescinded. I have contacted them and they said it is in your hands but that the monies would be refunded. According to the documents from Fennemore Craig that was to be done by December 31, 2007.

I asked that my monies be sent to my office address – Susan Sica – [redacted] AZ [redacted] I have not received any correspondence or acknowledgement of your intentions. Roland Johnson and Howard Lein had sent in their paperwork as well and have not heard anything.

Could you please give us an update as to when we should anticipate the return of the investment. My email – susan_sica@[redacted]

Thank you – and I wish you the best of luck in your project.

Susan L Sica

TRANSMISSION VERIFICATION REPORT

TIME : 01/04/2008 17:19
NAME :
FAX :
TEL :
SER.# : 000L5J588803

DATE,TIME	01/04 17:19
FAX NO./NAME	94803747445
DURATION	00:00:20
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

ACC002174
FILE #8228

From: Susan Sica (susan_sica@[redacted]
To: randall.simonson@azseedcorp.com
Date: Thursday, March 6, 2008 3:28:48 PM
Subject: Susan Sica - Seed Corporation

Hi Randy

After much thought and all of my conversations today - I have decided to stay with my original plan and to rescind my position with Seed Corporation - 3,000 Shares at $ 4.25/share for a total of $12,750. I have previously sent in paperwork requesting to be refunded and I am assuming that there is nothing else needed at this time. If this is not the case, please email me ASAP so that I can respond in a timely manner.

Please issue a refund check in that amount and it can be either delivered or mailed to the Re/Max Excalibur location at [redacted] AZ [redacted]

Thank you for the opportunity, but regretfully I am going to pass.

Please respond that you have received this email for confirmation purposes.

Sincerely,

Susan Sica

Never miss a thing. Make Yahoo your homepage.

EXHIBIT
S-24
ADMITTED

B-1

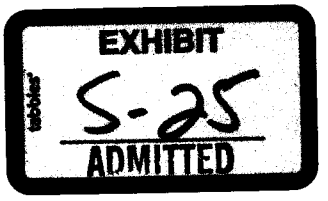
ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215

Attention: Randall Simonson, President



Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of Class A shares (the "Shares") of Class A Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 5,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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ACC002074
FILE #8228

subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.
Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 9 day of August, 2007

5,000	X	$4.25	=	$21,250.00
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
5,000		$21,250.00		0
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☒ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

HOWARD P. LEIN

Please Print Names as they are to be listed on the stock certificate

Howard P. Lein /as

Subscriber Signature (one signature only)

[redacted]

Social Security Number(s)

[redacted]

Street Address

[redacted]

City,

Arizona

State

[redacted]

Zip code

Date of birth

[redacted]

Phone Number

[redacted]

Cell phone

howard2468@[redacted]

Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:_____

State of Organization

Name:_____

Title:_____

Address

Date:_____

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this ____ day of _____, 2007

SEED CORPORATION

By:_____

Randall Simonson, President

ORIGINAL (COMPANY'S COPY)

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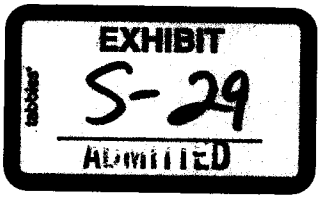
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to___6000___ shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription

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FILE #8228

Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment

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in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

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Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this

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transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

_xx__ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this _10 day of _____July__, 2007

_____6000_____ (No. of Shares Subscribed for)	X	$4.25 (Price Per Share)	=	_____25,500_____ (Total Subscription Price)
_____ (No. of Shares Paid for)		_____ (Amount of Paid for Shares)		_____ (Balance of subscribed shares)

Check one of the following if the purchaser is an

INDIVIDUAL, if purchased as JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

_____Living Waters KCB LLC_____

Please Print Names as they are to be listed on the stock certificate

_____ Signature of Purchaser

[redacted] Social Security Number(s)

[redacted] Street Address

[redacted] City

_____FL_____ State

[redacted] Zip code

[redacted] Date of birth

[redacted] Phone Number

[redacted] Cell phone

[redacted] Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

_____Living Waters KCB LLC_____ Name or Partnership, Corporation or Trust

_____Not Needed_____ Federal Taxpayer I.D. No.

By:_____Lilas Ashkarian/Owner_____

_____FL_____ State of Organization

Name:___Lilas Ashkarian_PA_____

Title:_____Sole Owner_____

[redacted] Address

Date:_____July 10, 2007_____

[redacted] Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 16 day of July, 2007

SEED CORPORATION

By: _____

ORIGINAL (COMPANY'S COPY)

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witness whereof, the Purchaser has executed this Subscription Agreement this _10 day of ___July__, 2007

__6000_____	X	$4.25	=	_____25,500_____
. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
_____		_____		_____
. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

eck one of the following if the purchaser is an

INDIVIDUAL, if purchased as JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

_____Living Waters KCB LLC_____

ase Print Names as they are to be listed on the stock certificate

[signature]
Signature of Purchaser

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City,

____FL_____
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
hone Number

[redacted]
Cell phone

lela@[redacted]
Email Address

e Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

_____Living Waters KCB LLC
e or Partnership, Corporation or Trust

_____Not Needed_____
Federal Taxpayer I.D. No.

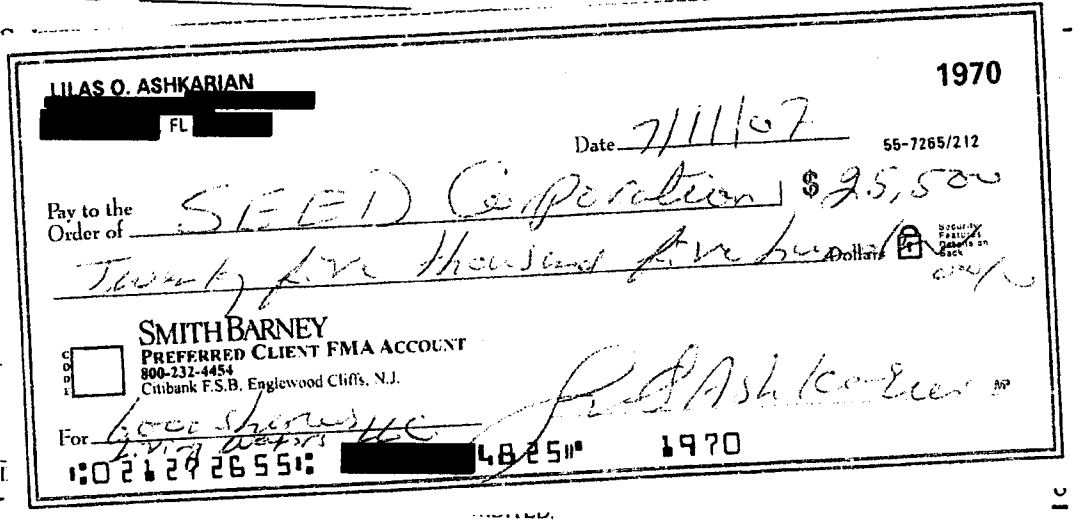
_____Lilas Ashkarian/Owner_____

_____FL_____
State of Organization

e:___Lilas Ashkarian_PA_____

SCRIPTION A

) CORPORAT



LILAS O. ASHKARIAN
[redacted] FL [redacted]

1970

Date 7/11/07

55-7265/212

Pay to the Order of SEED Corporation $25,500

Twenty five thousand five hundred Dollars

Security Features Details on Back

SMITH BARNEY
PREFERRED CLIENT FMA ACCOUNT
800-232-4454
Citibank F.S.B. Englewood Cliffs, N.J.

For 6000 shares Living Waters LLC

[signature]

⑆021272655⑆ [redacted] 4825⑈ 1970

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INVESTMENT RESCISSION

The undersigned by signing below acknowledges that SEED Corporation, an Arizona corporation (the "Company"), has offered to the undersigned the right to rescind the undersigned's initial investment in 6,000 shares of the Company's Class A stock (the "Shares") and receive a return of the full subscription price.

The undersigned hereby elects to rescind the undersigned's initial investment and receive a return of the full subscription price. The undersigned by signing below agrees that, in consideration for the return of the full subscription price, which the undersigned acknowledges is sufficient consideration, the undersigned (for himself, his agents, heirs, executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company, and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's investment in the Shares. The undersigned owns no other shares of the Company's capital stock, and holds no warrants, options or other rights to acquire any of the Company's equity securities in the future. The undersigned by signing below also acknowledges and agrees that this release is a general release, and further expressly waives of any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

Living Waters KCB, LLC

By: Lilas Ashkarian Date: 10/13/07

Lilas O. Ashkarian

Please make check payable to
Lilas Ashkarian
[redacted]
[redacted] FL [redacted]
[redacted]

CC: Randy, Fax [redacted]

1988556.3

From
2007
Lilas Ashkarian
Living Waters KCB LLC
[redacted]
[redacted] Fl [redacted]

October 2nd

To
Attn: Randall Simonson (Randy)
SEED Corporation
4049 E, Presidio Street
~~3600~~
Mesa, AZ 85215
Fax: 480-374-7445

and

Robert Pasionek (Bob)
Fennemore Craig P.C.
3003 North Central Avenue, Suite 2600
Phoenix, AZ 85012
Fax: 602-916-5609

Dear Randy,

We received a letter from Fennemore Craig, P.C., that SEED will be offering its current shareholders a right of rescission. As per our discussion on October 1st 2007 evening we would like to get our investment amount of $25,000/- back from SEED. Based on my discussion with Randy, it is not necessary to fill out the investment questionnaire as we have decided to pull out of the investment. We would however be interested in receiving your PPM, in case we would like to invest in SEED in future.

Could you please send us $25,000/- to the following address, as soon as possible?

Lilas Ashkarian
Living Waters KCB LLC
[redacted]
[redacted] Fl [redacted]

We appreciate your candor and responsiveness in attending to this matter.

Sincerely,
Lilas Ashkarian
Lilas Ashkarian

Attachments, pictures, and links in this message have been blocked for your safety. Show content

Good Afternoon Randy

From: **Lilas Ashkarian** (lela@coldwellbanker.com)
You may not know this sender. Mark as safe | Mark as unsafe
Sent: Tue 10/16/07 10:08 AM
To: rmsimonson@hotmail.com
image_160D177 (19.8 KB)

Security scan upon download TREND MICRO

Thank you for all your effort and support .. I have received Your Check. I hope, work and pray that my business will turn around so that I can invest in the future with you all.

Again I wish you the best Randy .. you have been great

Lela
[redacted]

"When you change the way you look at things - the things you look at change - Dr. Wayne Deyer

Sincerely,
Your Real Estate Consultant For Life
Lilas Lela Ashkarian, P.A., CRS, e-PRO, GRI
Coldwell Banker Schmitt Real Estate
[redacted] Fl [redacted]
mail:lela@coldwellbanker.com
http://www.MyHomesInTheKeys.com
800-366-5181 ext 6492

ACC002466
FILE #8228

hy
hyc
Javinett-rent-Alice
Joseph Smyth
keeva planning
keller-stu
Kenneth Griffing
Kings
Lisa Pierce
Milliken
paypal
Photo-Art
R E list sig
RANDY
Riggs renovation
Robinson, Scott D
Ron Barraclough
SEED CORP
self storage
Shawn Pierce
Shields Fair
Trump U
wayne gathers
west marine catalog
Manage folders
Today
Mail
Contacts
Calendar

Direct: 305-395-0814
Fax:305-946-7771 My direct Fax comes to my email

"Always Do the Right Thing"
"Anything in Life worth Having is Worth Working for" Andrew Carnegie
"Only as far as we seek can we go. Only as much as we dream can we become"

Napoleon Hill interviewed 500 highly effective and successful people in all fields and found that they had a common trait: successful people make decisions quickly and seldom, if ever, change them. They develop a clear image of what they want then take action toward that goal or image.
Recommended reading "Think and Grow Rich"

Reply Reply all Forward Delete Move to

ACC002467
FILE #8228

ACC002468
FILE #8228

SEED CORPORATION
Lilas O. Ashkarian

stock rescinsion

10/12/2007

2055

25,500.00

PAID

Wells Fargo Operatin stock rescinsion

25,500.00

RAFI DUDEKULA
R PAID SEED CORPORATION

B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARES SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215

EXHIBIT S-30 ADMITTED

Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 12,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

X I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 19th day of July, 2007

12,000 X $ 4.25 = $51,000.00
No. of Shares Subscribed for (Price Per Share) Total Subscription Price

12,000 —
(No. of Shares Paid for) (Balance of shares) not paid for

Check one of the following If the purchaser is an

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☒ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

RAFI & WAHEEDA DUDEKULA [redacted]
Please Print Names Social Security Number(s)

Signature of Purchaser

[redacted] [redacted]
Street Address City,

TX [redacted] [redacted]
State Zip code Date of birth

[redacted] [redacted] RAFI.DUDEKULA@[redacted]
Phone number Cell phone email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust Federal Taxpayer I.D. No.

By: State of Organization

Name: Address

Title: Zip Code

Date:

SUBSCRIPTION ACCEPTED AND AGREED TO this 26 day of JULY, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

B-2 DUPLICATE ORIGINAL

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Marilyn Simonson

From: Rafi Dudekula [rafi.dudekula@[redacted]
Sent: Tuesday, October 16, 2007 2:49 PM
To: Marilyn Simonson; randall.simonson@azseedcorp.com
Cc: Waheeda Dudekula
Subject: Re: Rescission of Investment in SEED Corporation

Hi Randy, Marilyn,

We received the check. Thank you!

Regards,
Rafi & Waheeda

On 10/16/07, **Marilyn Simonson** <Marilyn.Simonson@azseedcorp.com> wrote:

Your check went out Fed Ex overnight yesterday so you should definitely receive it today.

From: Rafi Dudekula [mailto:rafi.dudekula@[redacted]
Sent: Monday, October 15, 2007 4:59 PM
To: randall.simonson@azseedcorp.com
Cc: Marilyn Simonson; Waheeda Dudekula
Subject: Re: Rescission of Investment in SEED Corporation

Hi Randy,

Thank you if you have already mailed the check. If not, could you please let us know if you need any more information from us or if you are waiting on any one else?

Regards,
Rafi

On 10/12/07, **Rafi Dudekula** <rafi.dudekula@[redacted] wrote:

Hi All,

Please find herewith a signed scanned image of the recission letter. We also faxed it to the following numbers:

1) Bob Pasionek - [redacted]

2) Jennifer Mammono - [redacted]

ACC002473
FILE #8228

Marilyn Simonson

From: Rafi Dudekula [rafi.dudekula@[redacted]
Sent: Monday, October 15, 2007 4:59 PM
To: randall.simonson@azseedcorp.com
Cc: Marilyn Simonson; Waheeda Dudekula
Subject: Re: Rescission of Investment in SEED Corporation

Hi Randy,

Thank you if you have already mailed the check. If not, could you please let us know if you need any more information from us or if you are waiting on any one else?

Regards,
Rafi

On 10/12/07, **Rafi Dudekula** <rafi.dudekula@[redacted] wrote:
Hi All,

Please find herewith a signed scanned image of the recission letter. We also faxed it to the following numbers:

1) Bob Pasionek - [redacted]
2) Jennifer Mammono - [redacted]

Thanks
Rafi

On 10/12/07, **MAMMANO, JENNIFER** < JMAMMANO@fclaw.com> wrote:
<<Immediate Rescission Agreement_v2.DOC>> Mr. and Mrs. Dudekula,

Please find attached a revised version of the rescission agreement I sent to you previously. Per your conversation with Bob Pasionek, this version removes the phrase "and assumes the risk of" from the last sentence of the second paragraph. Please let me know if you have any further questions.

Thank you,
Jennifer Mammano

www.fennemorecraig.com

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that, to the extent this communication (or any attachment) addresses any tax matter, it was not written to be (and may not be) relied upon to (i) avoid tax-related penalties under the Internal Revenue Code, or (ii) promote, market or recommend to another party any transaction or matter addressed herein (or in any such attachment). For additional information regarding this disclosure please visit our web site.

CONFIDENTIALITY NOTICE: The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it. Thank you.

ACC002475
FILE #8228

INVESTMENT RESCISSION

The undersigned by signing below acknowledges that SEED Corporation, an Arizona corporation (the "Company"), has offered to the undersigned the right to rescind the undersigned's initial investment in 12,000 shares of the Company's Class A stock (the "Shares") and receive a return of the full subscription price.

The undersigned hereby elects to rescind the undersigned's initial investment and receive a return of the full subscription price. The undersigned by signing below agrees that, in consideration for the return of the full subscription price, which the undersigned acknowledges is sufficient consideration, the undersigned (for himself, his agents, heirs, executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company, and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's investment in the Shares. The undersigned owns no other shares of the Company's capital stock, and holds no warrants, options or other rights to acquire any of the Company's equity securities in the future. The undersigned by signing below also acknowledges and agrees that this release is a general release, and further expressly waives any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

Rafi Dudekula

Date: Oct 12th 2007

Date: Oct 2nd 2007

SEED CORPORATION

Rafi & Waheeda Dudekula

stock rescinsion 10/12/2007 **2054**

51,000.00

PAID

Wells Fargo Operatin stock rescinsion

51,000.00

HUONG NGUYEN

R PAID

B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215

EXHIBIT
S-31
ADMITTED

Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 24,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and

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deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding

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obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

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Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this

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transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 17 day of AUGUST, 2007

24,000	X	$4.25	=	$102,000.00 100 cents
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
24,000		$4.25		Ø
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

RECIEVED 2-CHASHIERS CHECKS 3000 + 27,000 + 72,000 CASH

Check one of the following if the purchaser is an

☑ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

HUONG NGUYEN

Please Print Names as they are to be listed on the stock certificate

Subscriber Signature (one signature only) — [redacted] Social Security Number(s)

[redacted] Street Address — [redacted] City

CA State — [redacted] Zip code — [redacted] Date of birth

Phone Number — [redacted] Cell phone — naomi3231a@[redacted] Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust — Federal Taxpayer I.D. No.

By: _____ State of Organization

Name: _____

Title: _____ Address

Date: _____ Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 17 day of August, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

ORIGINAL (COMPANY'S COPY)

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ACC002487
FILE #8228

ACC002488
FILE #8228

VOID AFTER 90 DAYS

11-35/1210 2024369671

Bank of America

Issuer: Bank of America, N.A., San Francisco, California

BANK OF AMERICA 27,000.00 TWO SEVEN ZERO ZERO ZERO CTSCTS

SN - 2024369671 B-0373 T-LAURA

********** AUG 15 2007 ■ TWENTY SEVEN THOUSAND DOLLARS AND 00 CENTS

Pay To The Order Of ***SEED CORPORATION***

PURCHASER:
HUONG THANH NGUYEN
VOID OVER $27,000.00

AUTHORIZED SIGNATURE

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER $250,000.

Cashier's Check

Payable at Bank of America, N.A.
ISSUED IN US DOLLARS
San Francisco, California

WorldMoney® Service Center

05-14-4550B 3-2000

⑈2024369671⑈ ⑆121000358⑆ [redacted] 5076⑈

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

Washington Mutual Bank

OFFICIAL CHECK

499156143921 499157 REV4 08/04 8410013384

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

16-3717/1220 134962082

MATCH THE AMOUNT IN WORDS WITH THE AMOUNT IN NUMBERS

WASHINGTON MUTUAL 27,000.00 CTSCTS

**********Aug 15, 2007 THREE THOUSAND DOLLARS AND 00 CENTS **********

4556 (10/99)

PAY TO THE ORDER OF SEED CORPORATION

DRAWER: Washington Mutual Bank

Security Features Details on Back

AUTHORIZED SIGNATURE
REMITTER
HUONG NGUYEN

Issued by Integrated Payment Systems Inc., Englewood, Colorado Wells Fargo Bank Ltd, N.A., Los Angeles, CA

1578 136

⑈054086⑈ ⑆122037171⑆ 6800013496208 2⑈

WALSWORTH FRANKLIN BEVINS & MCCALL, LLP
633 WEST 5TH STREET
SUITE 2300
LOS ANGELES, CALIFORNIA 90071-2006
(213)223-3062
FAX (213) 223-2057

FACSIMILE COVER SHEET

Date: 11/1/07 **Time:**

File Name: **File No.:**

To ROBERT PASSEMER **Fax No.** 602/916-5609 **Telephone No.**

From: Hayes Michel

TOTAL NUMBER OF PAGES INCLUDING THIS FORM IS: 4

Message:

ORIGINAL WILL:

☒ BE SENT BY MAIL

☐ BE SENT BY MESSENGER

☐ BE SENT BY E-MAIL

☐ BE SENT BY FEDEX/OVERNIGHT COURIER

☐ NOT BE SENT

If all pages are not received, please call Janina Velez at (213) 223-2052.

CONFIDENTIALITY NOTICE

THIS COVER SHEET AND ANY DOCUMENTS ACCOMPANYING IT ARE INTENDED FOR THE INDIVIDUAL OR ENTITY SET FORTH AS THE ADDRESSEE, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE SO THAT ARRANGEMENTS CAN BE MADE FOR RETURNING THE ORIGINAL MESSAGE TO US. THANK YOU.

WALSWORTH FRANKLIN BEVINS & MCCALL, LLP

633 WEST FIFTH STREET, 28TH FLOOR
LOS ANGELES, CALIFORNIA 90071
(213) 223-2052
FAX (213) 223-2057

WRITER'S E-MAIL ADDRESS
hmichel@wfbm.com

ONE CITY BOULEVARD WEST
FIFTH FLOOR
ORANGE, CA 92868-3677
(714) 634-2522
FAX (714) 634-0844

601 MONTGOMERY STREET
NINTH FLOOR
SAN FRANCISCO, CA 94111-2612
(415) 781-7073
FAX (415) 391-6258

627 STATE STREET
SUITE 23
SANTA BARBARA, CA 93101
(805) 957-0091
FAX (805) 962-7760

OF COUNSEL
THE LAW OFFICES OF
JOHN D. BARNETT

November 1, 2007

VIA FACSIMILE & U.S. MAIL
(602) 916-5609

Robert A. Pasionek
Fennemore Craig, P.C.
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913

Re: Huong Nguyen

Dear Mr. Pasionek:

Enclosed is the executed Investment Election form. Please promptly return Ms. Nguyen's investment to this office.

Very truly yours,

Hayes Michel

HM:jv

343578.1
4321-999.03

EXHIBIT B

INVESTMENT ELECTION

The undersigned by signing below acknowledges that SEED Corporation, an Arizona corporation (the "Company"), has offered to the undersigned, on the terms and subject to the conditions set forth in the Company's Private Placement Memorandum dated October 30, 2007 (the "Memorandum"), the right to elect to: (i) reaffirm the undersigned's initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company to fully pay for such Shares, or (iii) rescind the undersigned's initial investment and receive a return of the full subscription price paid without interest.

The undersigned hereby elects to: **(CHOOSE ONLY ONE)**

_____ Reaffirm the undersigned's initial investment in the Shares in the amount that has already been paid, or if fully paid, in the amount originally subscribed for. **If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents.**

_____ Reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, which the undersigned has not yet fully paid for. **If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents, and must remit funds to the Company sufficient to fulfill the obligation the undersigned originally subscribed for.**

X Rescind the undersigned's initial investment and receive a return of the full subscription price without interest. The undersigned by signing below agrees that, in consideration for the return of the full subscription price without interest, which the undersigned acknowledges is sufficient consideration, the undersigned (for himself, his agents, heirs, executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company, and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's investment in the Shares. The undersigned owns no other shares of the Company's capital stock, and holds no warrants, options or other rights to acquire any of the Company's equity securities in the future. The undersigned by signing below also acknowledges and agrees that this release is a general release, and further expressly waives any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

[SIGNATURES ON FOLLOWING PAGE]

INDIVIDUAL(S):

Signature: /Hoang Nguyen

Name (Print): Hoang Nguyen

Date: November 1, 2007

Signature: _____

Name (Print): _____

Date: _____

ENTITY:

Name of Entity: _____

Signature: _____

Name and Title of Signer (Print): _____

Date: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2007.

Signature: _____

Name: _____

WALSWORTH FRANKLIN BEVINS & McCALL, LLP
633 WEST FIFTH STREET, 28TH FLOOR
LOS ANGELES, CALIFORNIA 90071
(213) 223-2052
FAX (213) 223-2057

WRITER'S E-MAIL ADDRESS
hmichel@wfbm.com

ONE CITY BOULEVARD WEST
FIFTH FLOOR
ORANGE, CA 92868-3677
(714) 634-2522
FAX (714) 634-0686

601 MONTGOMERY STREET
NINTH FLOOR
SAN FRANCISCO, CA 94111-2612
(415) 781-7072
FAX (415) 391-0258

627 STATE STREET
SUITE 23
SANTA BARBARA, CA 93101
(805) 962-0891
FAX (805) 962-7781

OF COUNSEL
THE LAW OFFICES OF
JOHN D. BARNETT

October 29, 2007

VIA FACSIMILE & U.S. MAIL
(602) 916-5609

Robert A. Pasionek
Fennemore Craig, P.C.
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913

Re: Huong Nguyen

Dear Mr. Pasionek:

This firm represents Huong Nguyen.

On September 25, 2007 you informed Ms. Nguyen in writing that the SEED Corporation would be offering shareholders a right of rescission and sending investors further information under separate cover. Ms. Nguyen is eager to exercise that right of rescission and receive a complete and prompt return of all monies transferred to the corporation. She has repeatedly been promised that opportunity. Indeed a secretary at your firm informed Ms. Nguyen that other investors had demanded and received their money.

If she does not receive her money back immediately, she will be forced to pursue all appropriate legal avenues of redress.

Nothing in this letter is intended to, nor does, waive any right, claim or defense, all of which are expressly reserved.

Very truly yours,

Hayes Michel

HM:jv

341679.1
4321-999.03

Randy Simonson

From: MAMMANO, JENNIFER [JMAMMANO@FCLAW.COM]
Sent: Friday, November 02, 2007 11:17 AM
To: rsimonson@azseedcorp.com
Cc: PASIONEK, ROBERT; KRULISKY, PAUL; Marilyn Simonson
Subject: Letters regarding rescission (Rosenberg/Naomi)
Attachments: NaomiLetter.pdf; RosenbergInstructions.pdf; _AVG certification_.txt

Randy,
This email is to follow up with our phone call of a few minutes ago.
You asked me to send you a copy of the letter faxed to Bob by Ms.
Nguyen's attorney. Please find that file attached as "NaomiLetter.pdf".
Also, you asked me to clarify who the funds should be sent to for Mr.
Rosenberg and for Ms. Nguyen. Please forward all funds for Ms. Nguyen to her attorney. His
contact information is attached in the letter.
Mr. Rosenberg sent us a letter two weeks ago specifying where to send his funds to. A copy
of that letter is also attached as "RosenbergInstructions.pdf". Please let me know if you
have any questions.
Thanks,
Jennifer

www.fennemorecraig.com

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that, to the extent this communication (or any attachment) addresses any tax matter, it was not written to be (and may not be) relied upon to (i) avoid tax-related penalties under the Internal Revenue Code, or (ii) promote, market or recommend to another party any transaction or matter addressed herein (or in any such attachment). For additional information regarding this disclosure please visit our web site.

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SEED CORPORATION
4049 E Presidio St Ste 101
Mesa, AZ 85215-1146

WELLS FARGO BANK, N.A.
www.wellsfargo.com
91-527/1221

2069

11/2/2007

PAY TO THE ORDER OF Ms Huong Nguyen

$ **102,000.00

One Hundred Two Thousand and 00/100**********

DOLLAR

c/o Hayes Michel
Walsworth Franklin Bevins & McCall
633 West Fifth Street. 28th floor
Los Angeles, CA 90071

MEMO Rescission of investment

Marilyn J. Simonsen
AUTHORIZED SIGNATURE

MP

⑈000002069⑈ ⑆122105278⑆ [redacted]4421⑈

SEED CORPORATION

Ms Huong Nguyen — **2069**

11/2/2007

Rescission of investment — 102,000.00

Wells Fargo Operatin Rescission of investment 102,000.00

SEED CORPORATION

Ms Huong Nguyen — **2069**

11/2/2007

Rescission of investment — 102,000.00

Wells Fargo Operatin Rescission of investment 102,000.00

ACC002495
FILE #8228

LMP12 M/P CHECK

B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215

EXHIBIT
tabbies
S-32
ADMITTED

Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 10,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

_✓_ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 18 day of JULY, 2007

10,000	X	$4.25	=	$42,500.00
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
10,000		$42,500.00		
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Please Print Names as they are to be listed on the stock certificate

Signature of Purchaser	Social Security Number(s)
Street Address	City,
State / Zip code	Date of birth
Phone Number / Cell phone	Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

ENTRUST MID SOUTH LLC FBO: GEORGE ROSENBERG IRA #
Name or Partnership, Corporation or Trust

[redacted]
Federal Taxpayer I.D. No.

By: [signature]

LOUISIANA
State of Organization

Name: JERRY O. PEARSON JR

Title: CEO/ MANAGER

1605 MURRAY ST STE 210
Address

Date: 7-18-07

ALEXANDRIA LA 71301
Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 26 day of JULY, 2007

SEED CORPORATION

By: [signature]
Randall Simonson, President

B-2

ORIGINAL
(COMPANY'S COPY)

Read and Approved 7/9/07 [signature]

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JUL 10

SEED CORPORATION

NONDISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT

This Nondisclosure, Non-Circumvention and Non-Competition Agreement (hereinafter referred to as the "Agreement") is made and entered into by and among S.E.E.D. Corporation, an Arizona corporation (hereinafter referred to as "SEED"), and Randall D. Simonson, its president and GEORGE & ARLENE ROSENBERG an individual, a business, affiliates, employees, officers, directors, shareholders, principals, brokers, associates, clients and other representatives (hereinafter collectively referred to as "Confidant"). This agreement is entered into and acknowledged this 7th day of July, 2007 by the signatures of the parties hereto as signified by their respective signatures set forth below:

WITNESSETH THAT:

WHEREAS, Confidant does hereby represent and warrant that it has no interest in using any information it might hereby obtain to circumvent or compete against S.E.E.D. Corporation ((SEED); and

WHEREAS, Confidant and SEED do hereby acknowledge, admit and confess that the non-competition aspects of this Agreement are ancillary to the otherwise enforceable nondisclosure and non-circumvention aspects of this Agreement; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that this agreement contains reasonable limits as to time, geographical area and scope of activity to be restrained; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that any restraints imposed upon Confidant are not greater than is necessary to protect the goodwill and/or other interests of SEED; and

WHEREAS, SEED desires to provide Confidant with access to the subject information, but also desires that the information and records remain confidential and that Confidant not use any such information to circumvent or compete against SEED, or disseminate any such information to any third party or entity to enable them to circumvent or compete against SEED; and

WHEREAS, Confidant and SEED are entering into this Nondisclosure, Non-Circumvention and Non-Competition Agreement to evidence their understanding, agreements and covenants with respect to the examination of information which is to be disclosed by SEED; and

WHEREAS, Confidant and SEED do hereby agree that the recitations contained herein are contractual in nature and not mere recitations of fact:

NOW, THEREFORE, for and in consideration of the premises, recitations, agreements and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, admitted and confessed, SEED and Confidant do hereby agree as follows:

1. Confidant hereby acknowledges, admits and confesses that all of such covenants and agreements are necessary for the protection of the business of SEED and their information, and that any violation of the terms hereof by Confidant will result in irreparable harm to SEED and that any losses or damages resulting to SEED and/or its customers and suppliers from any breach of such agreements by Confidant may not be susceptible of determination, and that as a result, SEED may not have an adequate remedy at law for the redress of any such violation, and shall be entitled to injunction or other equitable relief without being required to post any bond. In the event, a court of competent jurisdiction nonetheless requires such a bond, it is expressly agreed that it shall not be required to be in an amount greater than fifty dollars ($50.00).

Initials _____ _____

2. Confidant hereby acknowledges, admits and confesses that all of the covenants and agreements contained herein are necessary for the protection of their business, contacts, customers, clients, and potential purchasers, and that any violation of the terms hereof may result in losses or damages which may not be readily susceptible of determination. Consequently, Confidant hereby acknowledges, admits and confesses that it shall be liable to SEED, at SEED's sole and exclusive option, to liquidated damages in an amount equal to fifty-one percent (51%) of the consideration (whether in cash, interest(s), property or otherwise) acquired by Confidant in violation of the terms hereof.

3. Confidant and SEED affirm that the association and relationship between SEED and Confidant is one of trust and confidence and that such association and relationship would not have been offered or otherwise continued but for the fact that such trust and confidence had been reposed by SEED in Confidant. In view of said association and relationship, Confidant hereby promises and agrees that during said association and relationship and continuing for a period of twenty-four (24) months from the termination of said association and relationship, Confidant shall not in area of market coverage on behalf of anyone other than SEED, solicit or divert, or take away or attempt to take away from SEED or any of its affiliates, any customer or client of any of them with a competitive product, service or technology.

4. Unless otherwise agreed by SEED in writing, Confidant agrees that upon completion of its review of SEED's information and business records, Confidant will immediately surrender to all originals and all copies made of any of SEED's Information (confidential or otherwise), computer disks, cassettes, video cassettes, compact disks, papers, notes, documents, agreements, writings, software, equipment and other property given to Confidant or coming into Confidant's possession by, through, or as a result of its review of SEED's records. Confidant further expressly agrees, understands and acknowledges that, for purposes of this Agreement, all such materials are at all times the sole and exclusive property of SEED.

5. The failure of SEED to insist upon strict compliance by Confidant with one or more covenants and restrictions contained herein, whether on one or more occasions, shall not be construed as a waiver, nor shall such a course of action deprive SEED of the right thereafter to require strict compliance herewith. If the parties hereto waive any of the conditions, terms or provisions contained herein, or any of the duties or obligations of the other party hereunder, such waiver shall be effective only if in writing and signed by the party waiving any such item.

6. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, including, but not limited to, an action for injunctive relief and/or a suit for damages, SEED shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

7. The rights and remedies set forth in this Agreement are cumulative of all other rights and remedies existing at law or in equity, and shall not be deemed to deprive SEED of any such other legal or equitable right or remedy, by judicial proceedings or otherwise, necessary or appropriate to enforce the terms, provisions, conditions and covenants contained in this agreement, or the employment of any remedy hereunder, or otherwise, and shall not prevent the concurrent or subsequent employment of an other appropriate remedy or remedies.

8. If any agreement or restrictive covenant contained herein should be held by any court or other legal authority to be void or unenforceable in any respect, then this Agreement shall thereby be amended (without the need for any action by the parties) so as to bring it into conformity with applicable law. In other words, the matter which is adjudicated to be void or unenforceable shall be modified or severed out of this Agreement, and the other terms of this Agreement shall continue to be in full force and effect and govern the rights and obligations of the parties hereto.

Initials _____

9. No waiver, modification or amendment of the terms of this Agreement shall be of any force or effect unless made by an instrument in writing and executed by all parties hereto.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, AS. IN THE EVENT THAT ANY DISPUTE ARISES HEREUNDER, IT IS SPECIFICALLY STIPULATED THAT THE RIGHTS AND DUTIES OF THE PARTIES HERETO, AND THE VALIDITY, CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE INTERPRETED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ARIZONA AND THE UNITED STATES OF AMERICA.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, IN THE EVENT OF A DISPUTE ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE PARTIES HERETO IRREVOCABLY AGREE AND CONSENT IN ADVANCE TO ANY NECESSARY TRANSFERS OF VENUE, SO THAT VENUE FOR ANY SUCH DISPUTE SHALL LIE IN ANY COURT OF COMPETENT JURISDICTION IN ARIZONA.

DATE: 7-7-07

ACCEPTED BY:

Randall D. Simonson, President
S.E.E.D. Corporation

4049 Presidio
Mesa, Arizona 85215

Individual signature

[redacted]

Street Addresses

[redacted] AZ [redacted]

City State Zip

Tel: [redacted]

E-Mail: GLOSENBERG@ [redacted]

Corporate acknowledgement (Name)

Authorized Signature for the Corporation

Title

Street Address

City State Zip

Tel:

Fax:

ACC002506
FILE #8228

The Rosenberg Group Inc.
Coaching and Consulting

October 21, 2007

Mr. Randall Simonson
President
SEED Corporation
4049 E. Presidio Street
Mesa, AZ 85215

Mr. Robert A. Pasionek
Director
Fennemore Craig
3003 North Central Avenue, Suite 2600
Phoenix, AZ 85012-2913

Gentlemen:

This is to follow up on the phone calls we've had with each of you requesting the return of our investment of $42,500 for 10,000 units of Seed Corporation at $4.25 each. Please consider this a formal request for the return of the funds. Both of you in separate phone conversations have said that the money will be returned shortly and as yet we have received no indication of when that will happen. Please let us know when the funds will be returned.

The wiring instructions are attached. If you do not wire the money but rather send a check please be sure it is made out to Entrust Mid South LLC FBO George Rosenberg.

The address is
Entrust Mid South, LLC
1605 Murray Street
Suite 107
Alexandria, LA 71301
ATTN: Darlene Lawson

Thank you for your prompt consideration and we wish SEED Corp. nothing but success.

Regards,

George Rosenberg

11778 E. Mariposa Grande Dr.
Scottsdale, AZ 85255
480.538.1613 Fax 480.538.0593
grosenberg@therosenberggroup.com
480.538.1614 Fax 480.538.0593
arosenberg@therosenberggroup.com

GREATER BAY BANK
A DIVISION OF MID-PENINSULA BANK

Wire Instructions

Wire to: Greater Bay Bank
1255 Treat Blvd, Suite 100
Walnut Creek, CA 94597

Routing #: 1211-4153-4

For Further Credit to:
Entrust Mid South LLC
Master Trust Account
P O Box 11830, Alexandria LA 71315

Account # [redacted]9193

Special Instructions: (If any)
Please note funds are to be applied to Entrust Mid South LLC FBO George Rosenberg
IRA Account #[redacted]

Bank Contacts:
Wire Department 408 496-4856
Jason Craig 925 979-7206

EXHIBIT B

INVESTMENT ELECTION

The undersigned by signing below acknowledges that SEED Corporation, an Arizona corporation (the "Company"), has offered to the undersigned, on the terms and subject to the conditions set forth in the Company's Private Placement Memorandum dated October 30, 2007 (the "Memorandum"), the right to elect to: (i) reaffirm the undersigned's initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company to fully pay for such Shares, or (iii) rescind the undersigned's initial investment and receive a return of the full subscription price paid without interest.

The undersigned hereby elects to: **(CHOOSE ONLY ONE)**

_____ Reaffirm the undersigned's initial investment in the Shares in the amount that has already been paid, or if fully paid, in the amount originally subscribed for. ***If* the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents.**

_____ Reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, which the undersigned has not yet fully paid for. ***If* the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents, and must remit funds to the Company sufficient to fulfill the obligation the undersigned originally subscribed for.**

✓ Rescind the undersigned's initial investment and receive a return of the full subscription price without interest. The undersigned by signing below agrees that, in consideration for the return of the full subscription price without interest, which the undersigned acknowledges is sufficient consideration, the undersigned (for himself, his agents, heirs, executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company, and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's investment in the Shares. The undersigned owns no other shares of the Company's capital stock, and holds no warrants, options or other rights to acquire any of the Company's equity securities in the future. The undersigned by signing below also acknowledges and agrees that this release is a general release, and further expressly waives any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

[SIGNATURES ON FOLLOWING PAGE]

INDIVIDUAL(S):

Signature: George Rosenberg Signature:

Name (Print): GEORGE ROSENBERG Name (Print):

Date: 11/1/07 Date:

ENTITY:

Name of Entity: ENTRUST MIDSOUTH LLC FBO GEORGE ROSENBERG

Signature: George Rosenberg

Name and Title of Signer (Print): GEORGE ROSENBERG, TRUSTEE

Date: 11/1/07

CONSENT OF SPOUSE:

I, ARLENE ROSENBERG, spouse of GEORGE ROSENBERG, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the 1ST day of NOVEMBER 2007.

Signature: Arlene Rosenberg

Name: Arlene Rosenberg

hy
hyc
Javinett-rent-Alice
Joseph Smyth
keeva planning
keller-stu
Kenneth Griffing
Kings
Lisa Pierce
Milliken
paypal
Photo-Art
R E list sig
RANDY
Riggs renovation
Robinson, Scott D
Ron Barraclough
SEED CORP
self storage
Shawn Pierce
Shields Fair
Trump U
wayne gathers
west marine catalog
Manage folders
Today
Mail
Contacts
Calendar

Thank you for your prompt consideration and we wish SEED Corp. nothing but success.

Regards,

George Rosenberg

The Rosenberg Group Inc. <http://www.therosenberggroup.com/>

George Rosenberg

Phone: [redacted]
Mobile: [redacted]
Fax: 480-538-0593
grosenberg@therosenberggroup.com <mailto:grosenberg@therosenberggroup.com>

http://www.inboxart.com <http://www.inboxart.com/>

Reply Reply all Forward Delete Move to

ACC002511
FILE #8228

World Savings Bank is now WACHOVIA
Customers voted us #1 in satisfaction six straight years

Return of Our Seed Investment

From: **George Rosenberg** (grosenberg@therosenberggroup.com)
You may not know this sender. Mark as safe | Mark as unsafe
Sent: Mon 10/22/07 12:41 PM
To: Randall Simonson (E-mail) (rmsimonson@[redacted]; rpasione@fclaw.com
Cc: Arlene Rosenberg (E-mail) (arosenberg@therosenberggroup.com); dlawson@entrustmidsouth.com
GREATER B...doc (20.5 KB)

Security scan upon download TREND MICRO

This is to follow up on the phone calls we've had with each of you requesting the return of our investment of $42,500 for 10,000 units of Seed Corporation at $4.25 each. Please consider this a formal request for the return of the funds. Both of you in separate phone conversations have said that the money will be returned shortly and as yet we have received no indication of when that will happen. Please let us know when the funds will be returned.

The wiring instructions are attached. If you do not wire the money but rather send a check please be sure it is made out to Entrust Mid South LLC FBO George Rosenberg.

The address is
Entrust Mid South
1605 Murray Street
Suite 107
Alexandria, LA 71301
ATTN: Darlene Lawson

A hard copy of this email will be sent to each of you.

ACC002512
FILE #8228

SEED CORPORATION
4049 E Presidio St Ste 101
Mesa, AZ 85215-1146

WELLS FARGO BANK, N.A.
www.wellsfargo.com
91-527/1221

2070

11/2/2007

PAY TO THE ORDER OF Entrust Mid South LLC FBO George Rosenbery | $ **42,500.00

Forty-Two Thousand Five Hundred and 00/100********** DOLLAR

Entrust Mid South LLC FBO George Rosenber
ATTN: Darlene Lawson
1605 Murray St, #107
Alexandria LA 71301

MEMO rescission of investment

AUTHORIZED SIGNATURE

⑈000002070⑈ ⑆122105278⑆ [redacted]4421⑈

SEED CORPORATION **2070**

Entrust Mid South LLC FBO George Rosenber	11/2/2007	
rescission of investment		42,500.00

Wells Fargo Operatin	rescission of investment	42,500.00

SEED CORPORATION **2070**

Entrust Mid South LLC FBO George Rosenber	11/2/2007	
rescission of investment		42,500.00

Wells Fargo Operatin	rescission of investment	42,500.00

ACC002513
FILE #8228

LMP12 M/P CHECK

B-1

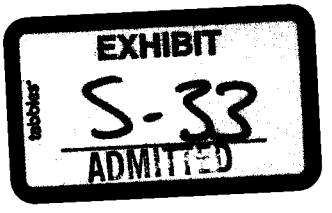
ORIGINAL
(COMPANY'S

COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 1200 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

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Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by,

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or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly

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existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES

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COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall

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be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

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This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

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X I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

In witness whereof, the Purchaser has executed this Subscription Agreement this 14 day of August, 2007

1200	X	$4.25	=	$5,100.00
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
1200		$5,100.00		
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

X INDIVIDUAL, if purchased as JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as TENANTS IN COMMON, or as ☒ COMMUNITY PROPERTY:

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Please Print Names as they are to be listed on the stock certificate

Madge DAVIS

Signature of Purchaser

Social Security Number(s) [redacted]

[redacted]
Street Address

[redacted]
City,

California [redacted]
State Zip code

[redacted]
Date of birth

[redacted] [redacted]
Phone Number Cell phone

jamtrinny@ [redacted]
Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

State of Organization

Name:

Title:

Address

Date:

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 15 day of Aug., 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

B-2

ORIGINAL (COMPANY'S COPY)

SEED CORPORATION DUPLICATE

(PURCHASER'S AGREEMENT)

SUBSCRIPTION AGREEMENT

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SUBSCRIPTION AGREEMENT **SEED CORPORATION**

Madge Davis

Signature of Purchaser

Social Security Number(s) [redacted]

Street Address

City, [redacted]

California [redacted]

State Zip code

Date of birth

[redacted]

jamtrinnya [redacted]

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

00223 Office AU # 11-24 1210(8)

OFFICIAL CHECK 0022307957

Operator I.D.: cu013386 cu004069

August 15, 2007

PAY TO THE ORDER OF ***SEED CORPORATION***

*****Five thousand one hundred dollars and no cents***** **$5,100.00**

WELLS FARGO & COMPANY ISSUER
420 MONTGOMERY STREET
SAN FRANCISCO, CA 94163
PAYABLE AT WELLS FARGO BANK, N.A.
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 5,100.00

Richard Levy
CONTROLLER

⑈0022307957⑈ ⑆121000248⑆4861 505345⑈

B.

In witness whereof, the Purchaser has executed this Subscription Agreement this 15 day of August, 2007

1200	X	$4.25	=	$5,100.00
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
1200		$5,100.00		
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☒ INDIVIDUAL, if purchased as JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as TENANTS IN COMMON, or as ☒ COMMUNITY PROPERTY:

Please Print Names as they are to be listed on the stock certificate

Madge Davis

ACC002523
FILE #8228

B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARE SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215

EXHIBIT
S-34
ADMITTED

Attention: Randall Simonson, President

Subscription. The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 20000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

✓ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

✓ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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Stephen Brockway

In witness whereof, the Purchaser has executed this Subscription Agreement this 15 day of JUNE, 2007

20000 X $ .425 = $ 85000
No. of Shares Subscribed for (Price Per Share) Total Subscription Price

(No. of Shares Paid for) (Balance of shares not paid for)

Check one of the following If the purchaser is an

☒ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

STEPHEN S. BROCKWAY [redacted]
Please Print Names Social Security Number(s)

Signature of Purchaser

[redacted] [redacted]
Street Address City

AZ. [redacted]
State Zip code Date of birth

[redacted] [redacted] brockswift@[redacted]
Phone number Cell phone email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust Federal Taxpayer I.D. No.

By: State of Organization

Name: Address

Title: Zip Code

Date:

SUBSCRIPTION ACCEPTED AND AGREED TO this 15 day of JUNE, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

B-2 DUPLICATE ORIGINAL

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In witness whereof, the Purchaser has executed this Subscription Agreement this 15th day of June, 2007

20000 X $ 4.25 = $ 85000

No. of Shares Subscribed for (Price Per Share) Total Subscription Price

(No. of Shares Paid for) (Balance of shares) not paid for

Check one of the following If the purchaser is an

☒ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

STEPHEN S. BROCKWAY [redacted]

Please Print Names Social Security Number(s)

Signature of Purchaser

[redacted] [redacted]

Street Address City

AZ. [redacted] [redacted]

State Zip code Date of birth

[redacted] [redacted] brocksuit@[redacted]

Phone number Cell phone email address

If the Purchaser is a PARTNERSHIP, CORPORATION

1246

80-568/1012

STEPHEN S BROCKWAY [redacted] AZ [redacted]

Date 6/15/07

$ 2000.00

Pay to the Order of Seed Corporation Dollars

Two thousand dollars and no cents

EXPENSE CODE Fidelity INVESTMENTS UMB Bank Warsaw, National Association

For Founder's Share Subscription [redacted] 2037

⑆101205681⑆1246⑈

©HARLAND 2006

By: Randall Simonson

Randall Simonson, President

B-2 DUPLICATE ORIGINAL

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ACC002532
FILE #8228

SEED CORPORATION

NONDISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT

This Nondisclosure, Non-Circumvention and Non-Competition Agreement (hereinafter referred to as the "Agreement") is made and entered into by and among S.E.E.D. Corporation, an Arizona corporation (hereinafter referred to as "SEED"), and Randall D. Simonson, its president and STEPHEN S BROCKWAY an individual, a business, affiliates, employees, officers, directors, shareholders, principals, brokers, associates, clients and other representatives (hereinafter collectively referred to as "Confidant"). This agreement is entered into and acknowledged this 15th day of JUNE, 2007 by the signatures of the parties hereto as signified by their respective signatures set forth below:

WITNESSETH THAT:

WHEREAS, Confidant does hereby represent and warrant that it has no interest in using any information it might hereby obtain to circumvent or compete against S.E.E.D. Corporation ((SEED); and

WHEREAS, Confidant and SEED do hereby acknowledge, admit and confess that the non-competition aspects of this Agreement are ancillary to the otherwise enforceable nondisclosure and non-circumvention aspects of this Agreement; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that this agreement contains reasonable limits as to time, geographical area and scope of activity to be restrained; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that any restraints imposed upon Confidant are not greater than is necessary to protect the goodwill and/or other interests of SEED; and

WHEREAS, SEED desires to provide Confidant with access to the subject information, but also desires that the information and records remain confidential and that Confidant not use any such information to circumvent or compete against SEED, or disseminate any such information to any third party or entity to enable them to circumvent or compete against SEED; and

WHEREAS, Confidant and SEED are entering into this Nondisclosure, Non-Circumvention and Non-Competition Agreement to evidence their understanding, agreements and covenants with respect to the examination of information which is to be disclosed by SEED; and

WHEREAS, Confidant and SEED do hereby agree that the recitations contained herein are contractual in nature and not mere recitations of fact:

NOW, THEREFORE, for and in consideration of the premises, recitations, agreements and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, admitted and confessed, SEED and Confidant do hereby agree as follows:

1. Confidant hereby acknowledges, admits and confesses that all of such covenants and agreements are necessary for the protection of the business of SEED and their information, and that any violation of the terms hereof by Confidant will result in irreparable harm to SEED and that any losses or damages resulting to SEED and/or its customers and suppliers from any breach of such agreements by Confidant may not be susceptible of determination, and that as a result, SEED may not have an adequate remedy at law for the redress of any such violation, and shall be entitled to injunction or other equitable relief without being required to post any bond. In the event, a court of competent jurisdiction nonetheless requires such a bond, it is expressly agreed that it shall not be required to be in an amount greater than fifty dollars ($50.00).

Initials SSB

2. Confidant hereby acknowledges, admits and confesses that all of the covenants and agreements contained herein are necessary for the protection of their business, contacts, customers, clients, and potential purchasers, and that any violation of the terms hereof may result in losses or damages which may not be readily susceptible of determination. Consequently, Confidant hereby acknowledges, admits and confesses that it shall be liable to SEED, at SEED's sole and exclusive option, to liquidated damages in an amount equal to fifty-one percent (51%) of the consideration (whether in cash, interest(s), property or otherwise) acquired by Confidant in violation of the terms hereof.

3. Confidant and SEED affirm that the association and relationship between SEED and Confidant is one of trust and confidence and that such association and relationship would not have been offered or otherwise continued but for the fact that such trust and confidence had been reposed by SEED in Confidant. In view of said association and relationship, Confidant hereby promises and agrees that during said association and relationship and continuing for a period of twenty-four (24) months from the termination of said association and relationship, Confidant shall not in area of market coverage on behalf of anyone other than SEED, solicit or divert, or take away or attempt to take away from SEED or any of its affiliates, any customer or client of any of them with a competitive product, service or technology.

4. Unless otherwise agreed by SEED in writing, Confidant agrees that upon completion of its review of SEED's information and business records, Confidant will immediately surrender to all originals and all copies made of any of SEED's Information (confidential or otherwise), computer disks, cassettes, video cassettes, compact disks, papers, notes, documents, agreements, writings, software, equipment and other property given to Confidant or coming into Confidant's possession by, through, or as a result of its review of SEED's records. Confidant further expressly agrees, understands and acknowledges that, for purposes of this Agreement, all such materials are at all times the sole and exclusive property of SEED.

5. The failure of SEED to insist upon strict compliance by Confidant with one or more covenants and restrictions contained herein, whether on one or more occasions, shall not be construed as a waiver, nor shall such a course of action deprive SEED of the right thereafter to require strict compliance herewith. If the parties hereto waive any of the conditions, terms or provisions contained herein, or any of the duties or obligations of the other party hereunder, such waiver shall be effective only if in writing and signed by the party waiving any such item.

6. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, including, but not limited to, an action for injunctive relief and/or a suit for damages, SEED shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

7. The rights and remedies set forth in this Agreement are cumulative of all other rights and remedies existing at law or in equity, and shall not be deemed to deprive SEED of any such other legal or equitable right or remedy, by judicial proceedings or otherwise, necessary or appropriate to enforce the terms, provisions, conditions and covenants contained in this agreement, or the employment of any remedy hereunder, or otherwise, and shall not prevent the concurrent or subsequent employment of an other appropriate remedy or remedies.

8. If any agreement or restrictive covenant contained herein should be held by any court or other legal authority to be void or unenforceable in any respect, then this Agreement shall thereby be amended (without the need for any action by the parties) so as to bring it into conformity with applicable law. In other words, the matter which is adjudicated to be void or unenforceable shall be modified or severed out of this Agreement, and the other terms of this Agreement shall continue to be in full force and effect and govern the rights and obligations of the parties hereto.

Initials JSB

9. No waiver, modification or amendment of the terms of this Agreement shall be of any force or effect unless made by an instrument in writing and executed by all parties hereto.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, AS. IN THE EVENT THAT ANY DISPUTE ARISES HEREUNDER, IT IS SPECIFICALLY STIPULATED THAT THE RIGHTS AND DUTIES OF THE PARTIES HERETO, AND THE VALIDITY, CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE INTERPRETED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ARIZONA AND THE UNITED STATES OF AMERICA.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, IN THE EVENT OF A DISPUTE ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE PARTIES HERETO IRREVOCABLY AGREE AND CONSENT IN ADVANCE TO ANY NECESSARY TRANSFERS OF VENUE, SO THAT VENUE FOR ANY SUCH DISPUTE SHALL LIE IN ANY COURT OF COMPETENT JURISDICTION IN ARIZONA.

DATE: 6/15/07

ACCEPTED BY:

Randall D. Simonson, President
S.E.E.D. Corporation

4049 Presidio
Mesa, Arizona 85215

Individual signature

[redacted]
Street Addresses

[redacted] Az, [redacted]
City State Zip

Tel: [redacted]

E-Mail: brockswift@[redacted]

Corporate acknowledgement (Name)

Authorized Signature for the Corporation

Title

Street Address

City State Zip

Tel:

Fax:

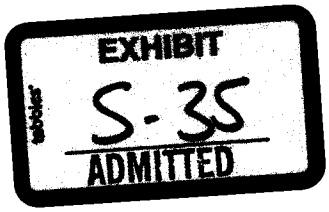
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARE SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription. The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 5000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

_✓_ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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Ruth Doering

In witness whereof, the Purchaser has executed this Subscription Agreement this ___ day of June 11, 2007

5000 X $ 4.25 = $21,250
No. of Shares Subscribed for (Price Per Share) Total Subscription Price

2400 3600
(No. of Shares Paid for) (Balance of shares) not paid for

Check one of the following If the purchaser is an
☒ INDIVIDUAL, if purchased as ☒ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as
☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Ruth
Please Print Names

[redacted]
Social Security Number(s)

Ruth C Doering
Signature of Purchaser

[redacted]
Street Address

[redacted]
City

AZ
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone number

[redacted]
Cell phone

rcdoering@[redacted]
email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

Nan

Titl

Dat

SUI

SEI

By:

B-2

RUTH C DOERING
[redacted] AZ [redacted]

1022

80-568/1012

Date June 11, 2007

Pay to the Order of Seed Corporation $ 10,200.00

Ten thousand Two Hundred & 00/100 Dollars

EXPENSE CODE Fidelity Investments United Missouri Bank Warsaw, Missouri

For Ruth C. Doering

⑆101205681⑆1022⑈[redacted]0461⑈

©HARLAND 2000

DUPLICATE ORIGINAL

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SEED CORPORATION

NONDISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT

This Nondisclosure, Non-Circumvention and Non-Competition Agreement (hereinafter referred to as the "Agreement") is made and entered into by and among S.E.E.D. Corporation, an Arizona corporation (hereinafter referred to as "SEED"), and Randall D. Simonson, its president and Ruth Dooley an individual, a business, affiliates, employees, officers, directors, shareholders, principals, brokers, associates, clients and other representatives (hereinafter collectively referred to as "Confidant"). This agreement is entered into and acknowledged this 11th day of June, 2007 by the signatures of the parties hereto as signified by their respective signatures set forth below:

WITNESSETH THAT:

WHEREAS, Confidant does hereby represent and warrant that it has no interest in using any information it might hereby obtain to circumvent or compete against S.E.E.D. Corporation ((SEED); and

WHEREAS, Confidant and SEED do hereby acknowledge, admit and confess that the non-competition aspects of this Agreement are ancillary to the otherwise enforceable nondisclosure and non-circumvention aspects of this Agreement; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that this agreement contains reasonable limits as to time, geographical area and scope of activity to be restrained; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that any restraints imposed upon Confidant are not greater than is necessary to protect the goodwill and/or other interests of SEED; and

WHEREAS, SEED desires to provide Confidant with access to the subject information, but also desires that the information and records remain confidential and that Confidant not use any such information to circumvent or compete against SEED, or disseminate any such information to any third party or entity to enable them to circumvent or compete against SEED; and

WHEREAS, Confidant and SEED are entering into this Nondisclosure, Non-Circumvention and Non-Competition Agreement to evidence their understanding, agreements and covenants with respect to the examination of information which is to be disclosed by SEED; and

WHEREAS, Confidant and SEED do hereby agree that the recitations contained herein are contractual in nature and not mere recitations of fact:

NOW, THEREFORE, for and in consideration of the premises, recitations, agreements and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, admitted and confessed, SEED and Confidant do hereby agree as follows:

1. Confidant hereby acknowledges, admits and confesses that all of such covenants and agreements are necessary for the protection of the business of SEED and their information, and that any violation of the terms hereof by Confidant will result in irreparable harm to SEED and that any losses or damages resulting to SEED and/or its customers and suppliers from any breach of such agreements by Confidant may not be susceptible of determination, and that as a result, SEED may not have an adequate remedy at law for the redress of any such violation, and shall be entitled to injunction or other equitable relief without being required to post any bond. In the event, a court of competent jurisdiction nonetheless requires such a bond, it is expressly agreed that it shall not be required to be in an amount greater than fifty dollars ($50.00).

Initials RD _____

2. Confidant hereby acknowledges, admits and confesses that all of the covenants and agreements contained herein are necessary for the protection of their business, contacts, customers, clients, and potential purchasers, and that any violation of the terms hereof may result in losses or damages which may not be readily susceptible of determination. Consequently, Confidant hereby acknowledges, admits and confesses that it shall be liable to SEED, at SEED's sole and exclusive option, to liquidated damages in an amount equal to fifty-one percent (51%) of the consideration (whether in cash, interest(s), property or otherwise) acquired by Confidant in violation of the terms hereof.

3. Confidant and SEED affirm that the association and relationship between SEED and Confidant is one of trust and confidence and that such association and relationship would not have been offered or otherwise continued but for the fact that such trust and confidence had been reposed by SEED in Confidant. In view of said association and relationship, Confidant hereby promises and agrees that during said association and relationship and continuing for a period of twenty-four (24) months from the termination of said association and relationship, Confidant shall not in area of market coverage on behalf of anyone other than SEED, solicit or divert, or take away or attempt to take away from SEED or any of its affiliates, any customer or client of any of them with a competitive product, service or technology.

4. Unless otherwise agreed by SEED in writing, Confidant agrees that upon completion of its review of SEED's information and business records, Confidant will immediately surrender to all originals and all copies made of any of SEED's Information (confidential or otherwise), computer disks, cassettes, video cassettes, compact disks, papers, notes, documents, agreements, writings, software, equipment and other property given to Confidant or coming into Confidant's possession by, through, or as a result of its review of SEED's records. Confidant further expressly agrees, understands and acknowledges that, for purposes of this Agreement, all such materials are at all times the sole and exclusive property of SEED.

5. The failure of SEED to insist upon strict compliance by Confidant with one or more covenants and restrictions contained herein, whether on one or more occasions, shall not be construed as a waiver, nor shall such a course of action deprive SEED of the right thereafter to require strict compliance herewith. If the parties hereto waive any of the conditions, terms or provisions contained herein, or any of the duties or obligations of the other party hereunder, such waiver shall be effective only if in writing and signed by the party waiving any such item.

6. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, including, but not limited to, an action for injunctive relief and/or a suit for damages, SEED shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

7. The rights and remedies set forth in this Agreement are cumulative of all other rights and remedies existing at law or in equity, and shall not be deemed to deprive SEED of any such other legal or equitable right or remedy, by judicial proceedings or otherwise, necessary or appropriate to enforce the terms, provisions, conditions and covenants contained in this agreement, or the employment of any remedy hereunder, or otherwise, and shall not prevent the concurrent or subsequent employment of an other appropriate remedy or remedies.

8. If any agreement or restrictive covenant contained herein should be held by any court or other legal authority to be void or unenforceable in any respect, then this Agreement shall thereby be amended (without the need for any action by the parties) so as to bring it into conformity with applicable law. In other words, the matter which is adjudicated to be void or unenforceable shall be modified or severed out of this Agreement, and the other terms of this Agreement shall continue to be in full force and effect and govern the rights and obligations of the parties hereto.

Initials MA _____

9. No waiver, modification or amendment of the terms of this Agreement shall be of any force or effect unless made by an instrument in writing and executed by all parties hereto.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, AS. IN THE EVENT THAT ANY DISPUTE ARISES HEREUNDER, IT IS SPECIFICALLY STIPULATED THAT THE RIGHTS AND DUTIES OF THE PARTIES HERETO, AND THE VALIDITY, CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE INTERPRETED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ARIZONA AND THE UNITED STATES OF AMERICA.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, IN THE EVENT OF A DISPUTE ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE PARTIES HERETO IRREVOCABLY AGREE AND CONSENT IN ADVANCE TO ANY NECESSARY TRANSFERS OF VENUE, SO THAT VENUE FOR ANY SUCH DISPUTE SHALL LIE IN ANY COURT OF COMPETENT JURISDICTION IN ARIZONA.

DATE: 6-11-07

ACCEPTED BY:

Randall D. Simonson, President
S.E.E.D. Corporation

4049 Presidio
Mesa, Arizona 85215

Individual signature

[redacted]
Street Addresses

[redacted] AZ [redacted]
City State Zip

Tel: [redacted]

E-Mail: [redacted]

Corporate acknowledgement (Name)

Authorized Signature for the Corporation

Title

Street Address

City State Zip

Tel: _____

Fax: _____

FENNEMORE CRAIG, P.C.

3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913
(602) 916-5000

Robert A. Pasionek
*Admitted In Michigan Only
Direct Phone: (602) 916-5409
Direct Fax: (602) 916-5609
rpasionek@fclaw.com

Law Offices
Phoenix (602) 916-5000
Tucson (520) 879-6800
Nogales (520) 281-3480
Las Vegas (702) 692-8000
Denver (303) 291-3200

May 8, 2008

Randall Simonson
SEED Corporation
4049 E. Presidio Street
Mesa, Arizona 85215

Re: Ruth Doering

Dear Mr. Simonson,

Per Bob's request, I enclose a letter we received from Ruth Doering's attorney regarding her rescission.

Sincerely,

FENNEMORE CRAIG, P.C.

Holly Johnson
Legal Assistant to Robert A. Pasionek

/hdj

Enclosure

2061540/22796.001

ACC002547
FILE #8228

davis|miles, PLLC

with law offices in Arizona and New Mexico

MAILING ADDRESS
P.O. BOX 15070
MESA, AZ 85211-3070

PHYSICAL ADDRESS
560 W. BROWN RD. STE. 3004
MESA, AZ 85201-3225

May 6, 2008

Robert A. Pasionek, Esq.
Fennemore Craig, P.C.
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913

RE: Demand for Payment in the Amount of $10,000.00 to:

Ruth Doering
[redacted]
Arizona
Phone:
Our File No.: 426556

Dear Mr. Pasionek:

Our office was contacted by Ruth Doering regarding a letter sent from your office dated September 25, 2007. This letter advised Ms. Doering that she was to be offered a right of rescission regarding her investment of $10,000.00 into SEED Corporation. To date, SEED Corporation has failed to return any monies to Ms. Doering. (See attached copy of letter from your office.)

It is requested that you or your client contact Ms. Doering and forward funds in the amount of $10,000.00 no later than July 1, 2008. In addition, please advise Ms. Doering whether she needs to submit additional information to you to release these funds.

Should your client fail to arrange for these funds to be forwarded directly to Ms. Doering, we have advised Ms. Doering of her legal options in which to obtain these funds. Please note that when it was discovered that Ms. Doering was not qualified to invest, she was promised the return of her $10,000.00. In addition, Ms. Doering is suffering severe financial problems due to your client not returning these funds to her.

Please contact Ms. Doering directly in order to resolve this dispute. We assume that you will be able to do so. Your office is authorized, pursuant to Rule 4.2 of the Arizona Rules of Professional Conduct, to contact Ms. Doering directly. Ms. Doering does not wish to incur any unnecessary legal expense and will contact us if necessary.

Sincerely,

DAVIS MILES, PLLC

Sandra N. Tang

Sandra Tang, Esq.
For the Firm

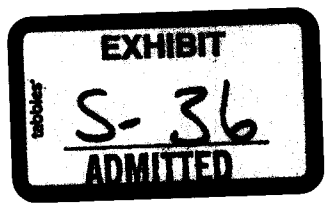
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARES SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 6000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 17 day of July, 2007.

6,000 X $ 4.25 = $25,500 (twenty five thousand five hundred dollars)
No. of Shares Subscribed for (Price Per Share) Total Subscription Price

Check one of the following If the purchaser is an
INDIVIDUAL, if purchased as JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Shana Dressler, Trustee
Shana Dressler Revocable Trust
SS: [redacted]
Shana Dressler 7/17/07
Signature of Purchaser

[redacted]
[redacted] NY [redacted]
[redacted]
Home: [redacted]
Cell: [redacted]
E: wealthbuilding@[redacted]

SUBSCRIPTION ACCEPTED AND AGREED TO this 7/27/07 day of July, 2007
SEED CORPORATION
By: Randall Simonson
Randall Simonson, President
B-2

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In witness whereof, the Purchaser has executed this Subscription Agreement this 17 day of July, 2007.

6,000 X $ 4.25 = $25,500 (twenty five thousand five hundred dollars)
No. of Shares Subscribed for (Price Per Share) Total Subscription Price

Check one of the following If the purchaser is an
INDIVIDUAL, if purchased as JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Shana Dressler, Trustee
Shana Dressler Revocable Trust
SS: [redacted]
Shana Dressler 7/17/07
Signature of Purchaser

[redacted]
[redacted], NY [redacted]
[redacted]
Home: [redacted]
Cell: [redacted]
E: wealthbuilding@[redacted]

SUBSCRIPTION ACCEPTED AND AGREED TO this _____ day of _____, 2007

SEED CORPORATION

SHANA DRESSLER TRUST #2
U/A/D 08/28/67 RESTATED 04/21/89
FURTHER AMENDED 11/04/96
[redacted]
[redacted] NY [redacted]

114

Date 7/15/07 53-292/113

Pay to the order of The Seed Corporation $ 25,500.00

Twenty five thousand five hundred 00/100 Dollars

Mellon Trust of New England, N.A. Boston, MA Minimum of $100

RESOURCE CHECKING™

For Investment Shana Dressler

⑆011302920⑆ [redacted] 0594 0114

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ACKNOWLEDGEMENT OF RECEIPT OF
PRIVATE PLACEMENT MEMORANDUM NO. 2050

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment, (b) understanding of all of the risks of such investment, and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in Shares, and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto, will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby, will not further distribute this Memorandum, and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, market, product, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 2-13-08

[redacted]

Address

[redacted] NY [redacted]

Zip code

Phone Cell Phone E-mail address

(Offeree Signature)

Shana Dressler

(Please print name)

2000717.1/22796.001
DRAFT

ACC002558
FILE #8228

shanadressler

Robert A. Pasionek
Fennemore Craig, P.C.
3003 North Central Avenue, Suite 2600
Phoenix, AZ 85012-2913

VIA MAIL AND FAX

December 10, 2007

Dear Mr. Pasionek,

I was introduced to the SEED, Inc. investment by Tim Hennessy and have been out of town for most of the fall. I have finally gotten a chance to catch up with everything.

I invested $25,000 with SEED, Inc., received the Private Placement Memorandum for the company and have decided to exercise my Right of Rescission.

Enclosed you will find Exhibit B with the 3rd option checked off along with my initials.

Please send my investment back to me at the bank listed below:

Commerce Bank
205 Montague St.
Brooklyn, NY 11201
Routing #: 026013673
Account #: [redacted]5799

Please email me as soon as you receive this to confirm receipt and let me know when I can expect the $25,000 transfer.

Thank you in advance and if you need to speak to me I can be reached at [redacted]

Sincerely,

Shana Dressler

[redacted] NY [redacted] Tel. [redacted] Cell [redacted]
www.shanadressler.com shana@shanadressler.com

EXHIBIT B

INVESTMENT ELECTION

The undersigned by signing below acknowledges that SEED Corporation, an Arizona corporation (the "Company"), has offered to the undersigned, on the terms and subject to the conditions set forth in the Company's Private Placement Memorandum dated October 30, 2007 (the "Memorandum"), the right to elect to: (i) reaffirm the undersigned's initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company to fully pay for such Shares, or (iii) rescind the undersigned's initial investment and receive a return of the full subscription price paid without interest.

The undersigned hereby elects to: **(CHOOSE ONLY ONE)**

_____ Reaffirm the undersigned's initial investment in the Shares in the amount that has already been paid, or if fully paid, in the amount originally subscribed for. **If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents.**

_____ Reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, which the undersigned has not yet fully paid for. **If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents, and must remit funds to the Company sufficient to fulfill the obligation the undersigned originally subscribed for.**

SMO ✓ Rescind the undersigned's initial investment and receive a return of the full subscription price without interest. The undersigned by signing below agrees that, in consideration for the return of the full subscription price without interest, which the undersigned acknowledges is sufficient consideration, the undersigned (for himself, his agents, heirs, executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company, and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's investment in the Shares. The undersigned owns no other shares of the Company's capital stock, and holds no warrants, options or other rights to acquire any of the Company's equity securities in the future. The undersigned by signing below also acknowledges and agrees that this release is a general release, and further expressly waives any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

[SIGNATURES ON FOLLOWING PAGE]

INDIVIDUAL(S):

Signature: Shana Dressler Signature: _____

Name (Print): Shana Dressler Name (Print): _____

Date: 11/30/07 Date: _____

OR

ENTITY:

Name of Entity: Shana Dressler Revocable Trust

Signature: Shana Dressler

Name and Title of Signer (Print): Shana Dressler, Trustee

Date: 11/30/07

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2007.

Signature: _____

Name: _____

ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO. 20 of C

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment, (b) understanding of all of the risks of such investment, and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio; or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of an investment in Shares, and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto, will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby, will not further distribute this Memorandum, and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 1-23-08

(Offeree Signature)

Address

(Please print name)

Zip code

Phone | Cell Phone | E-mail address

2000717.1/22796.001
DRAFT

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FILE #8228

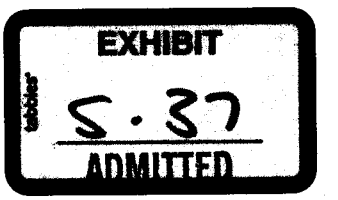
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARES SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 10,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

✓ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 13 day of July, 2007

10,000 X $ 4.25 = $ 42,500
No. of Shares Subscribed for (Price Per Share) Total Subscription Price

(No. of Shares Paid for) (Balance of shares) not paid for

Check one of the following If the purchaser is an

✓ INDIVIDUAL, if purchased as JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

James D. Fletcher
Please Print Names

[redacted]
Social Security Number(s)

James D Fletcher
Signature of Purchaser

[redacted]
Street Address

[redacted]
City,

LA
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone number

[redacted]
Cell phone

JesRFleTch@[redacted]
email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

State of Organization

Name:

Title:

Address

Date:

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 14 day of July, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

B-2

DUPLICATE ORIGINAL

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FILE #8228

ACKNOWLEDGEMENT OF RECEIPT OF
PRIVATE PLACEMENT MEMORANDUM NO. 2055

SEED CORPORATION
(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 2-25-08

(Offeree Signature)

[redacted]

Dr James Fletcher

(Please print name)

Address

[redacted] LA [redacted]

Zip code

[redacted]

jesrfletch@[redacted]

Phone Cell Phone E-mail address

home [redacted]

2000717.1/22796.001
DRAFT

ACC002571
FILE #8228

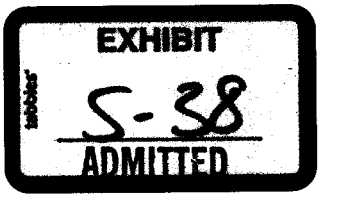
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARES SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 6000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

✓ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

✓ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

✓ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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Jerald Johnson

In witness whereof, the Purchaser has executed this Subscription Agreement this 9th day of July, 2007

6000 No. of Shares Subscribed for X $4.25 (Price Per Share) = $25,500.00 Total Subscription Price

6000 (No. of Shares Paid for) Ø (Balance of shares) not paid for

Check one of the following If the purchaser is an
☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as
☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Please Print Names

Social Security Number(s)

Signature of Purchaser

Street Address

City,

State

Zip code

Date of birth

Phone number

Cell phone

email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:
STRATEGIC CROSSROADS MANAGEMENT COMPANY INC. PROFIT SHARING PLAN
Name or Partnership, Corporation or Trust

[redacted]
Federal Taxpayer I.D. No.

By: Jerald T. Johnson Trustee

Name: JERALD T. JOHNSON

Title: TRUSTEE

Date: JULY 9TH, 2007

NEVADA
State of Organization

3225 McLEOD DR, SUITE 100
Address
LAS VEGAS, NEVADA 89121
Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 12 day of July, 2007

SEED CORPORATION

By:
Randall Simonson, President

DUPLICATE ORIGINAL

B-2

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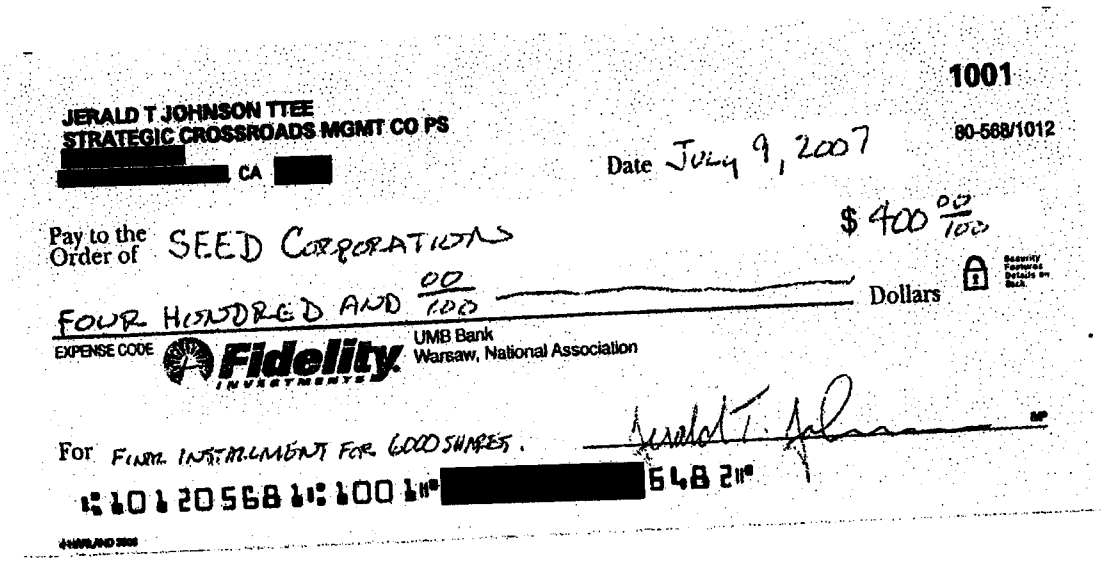

1001

JERALD T JOHNSON TTEE
STRATEGIC CROSSROADS MGMT CO PS
[redacted] CA [redacted]

80-568/1012

Date July 9, 2007

Pay to the Order of SEED CORPORATION $ 400 00/100

FOUR HUNDRED AND 00/100 Dollars

Security Features Details on Back.

EXPENSE CODE Fidelity INVESTMENTS UMB Bank Warsaw, National Association

For FINAL INSTALLMENT FOR 6000 SHARES. Jerald T. Johnson

⑆101205681⑆1001⑈[redacted]6482⑈

ACC002580
FILE #8228

ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO. 2010

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 12-31-07

(Offeree Signature)

Jerald Johnson

(Please print name)

[redacted]

Address

[redacted] CA [redacted]

Zip code

Phone

Cell Phone

E-mail address

ACC002581
FILE #8228

ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO. 2037

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 2-13-08

[redacted]

Address

[redacted] CA [redacted]

Zip code

(Offeree Signature)

Jerald Johnson

(Please print name)

Phone

Cell Phone

E-mail address

ACC002582
FILE #8228

B-2

SEED CORPORATION
SUBSCRIPTION AGREEMENT

DUPLICATE
(PURCHASER'S AGREEMENT)

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215

Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of Class A shares (the "Shares") of Class A Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 1000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement

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or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

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The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened)

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based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

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Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 8 day of August, 2007

1000	X	$4.25	=	4250 00
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
1000		4250 00		-0-
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

INDIVIDUAL, if purchased as JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as TENANTS IN COMMON, or as [X] COMMUNITY PROPERTY:

ROLAND E JOHNSON & SUSAN JOHNSON

Please Print Names as they are to be listed on the stock certificate

Roland E Johnson
Subscriber Signature (one signature only)

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

AZ
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

RoJohnson@[redacted]
Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:_____

State of Organization

Name:_____

Title:_____

Address

Date:_____

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 23 day of AUG, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

ORIGINAL (COMPANY'S COPY)

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In witness whereof the Purchaser has executed this Subscription Agreement this 8 day of August, 2007

000 (No. of Shares Subscribed for)	X	$4.25 (Price Per Share)	=	4250.00 (Total Subscription Price)
1000 (No. of Shares Paid for)		4250.00 (Amount of Paid for Shares)		-0- (Balance of subscribed shares)

Check one of the following if the purchaser is an

INDIVIDUAL, if purchased as JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as TENANTS IN COMMON, or as X COMMUNITY PROPERTY:

ROLAND E JOHNSON & SUSAN JOHNSON

Please Print Names as they are to be listed on the stock certificate

Roland E Johnson
Subscriber Signature (one signature only)

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

Az
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

Rol Johnson @ [redacted]
Email Address

[redacted]

If t

ROLAND JOHNSON
SUSAN JOHNSON
[redacted], AZ [redacted]

1297
91-575/1221

8/8/2007
Date

Na

By Seed Corporation $4250.00

Na Four Thousand Two Hundred Fifty & 00/100 Dollars

Titl

1ST INVESTMENT CHECKING

NATIONAL BANK OF ARIZONA
Tatum & Cactus Branch 12221 N. Tatum Blvd. Phoenix, AZ 85032

Dat Stock Purchase

⑆122105757⑆1297⑈[redacted]9707⑈

SUBSCRIPTION ACCEPTED AND AGREED TO this ____ day of _____, 2007

SEED CORPORATION

By: _____
Randall Simonson, President

ORIGINAL (COMPANY'S COPY)

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ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO. 2069

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 3-3-08

[redacted]
Address

[redacted] AZ [redacted]
Zip code

(Offeree Signature)

Roland Johnson
(Please print name)

Phone | Cell Phone | E-mail address

[redacted] | roljohnson@[redacted]

ACC002592
FILE #8228

JR

Windows Live™

Print Close window

FW: rescission

From: **seed** (seed-corp@seed-corp.com)
Sent: Sat 3/08/08 3:03 PM
To: rmsimonson@[redacted]

From: roland johnson [mailto:roljohnson@[redacted]
Sent: Thursday, March 06, 2008 3:21 PM
To: randall.simonson@seed-corp.com
Subject: rescission

Hi, Several months ago I sent in my rescission request for my 1,000 shares. I have been asked to watch your video presentation and have received your new warrant subscription ideas. All I want is my money back and I don't need to be resold or upgraded please just return my money. Thanks

Rol Johnson

Designated Broker

RE/MAX Excalibur

[redacted]

[redacted] AZ [redacted]

[redacted]

ACC002593
FILE #8228

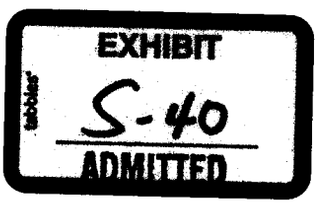
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARES SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 10,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 1 day of August, 2007

10,000 (No. of Shares Subscribed for) x $4.25 (Price Per Share) = $42,500.00 (Total Subscription Price)

(No. of Shares Paid for) 10,000 (Balance of shares not paid for)

Check one of the following If the purchaser is an

☒ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

DAWN MARIE JORDAN
Please Print Names

[redacted]
Social Security Number(s)

Dawn Marie Jordan
Signature of Purchaser

[redacted]
Street Address

[redacted]
City

New York
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone number

[redacted]
Cell phone

body_wisdom@[redacted]
email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

State of Organization

Name:

Title:

Address

Date:

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 1 day of AUG., 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

B-2

DUPLICATE ORIGINAL

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Windows Live™

Print Close window

Recission check

From: **dawn jordan** (body_wisdom@[redacted]
Sent: Wed 2/13/08 9:42 AM
To: Randall Simonson (rmsimonson@[redacted]
Cc: dawnjordan12k@[redacted]

Hi, Randall,

I understand you have been reformulating your business strategies and some people are reconsidering their rescission declarations. I wish you good progress!

I just would like to make it clear I have decided to rescind and would like my investment returned. We are now past ninety days of when I signed the rescission agreement on November 6, 2007 expecting my money would be returned by December 30, 2007 as stated in the agreement.

I would like to know what your plan is for returning my rescinded investment.

Also please note I have a new home phone and address. I have moved to [redacted] Massachusetts. It is [redacted], Mass [redacted] My new email is dawnjordan12k@[redacted]

Cordially,

Dawn

Dawn M. Jordan
President

Bodywisdom P.C.
Massage, Bodywork, Somatic Education
spaBRASIL Travel

[redacted]

[redacted], Massachusetts [redacted]

[redacted]
In Western New York State [redacted]

Connect and share in new ways with Windows Live. Get it now!

ACC002602
FILE #8228

Marilyn Simonson

From: JOHNSON, HOLLY [HJOHNSON@FCLAW.COM]
Sent: Friday, December 14, 2007 8:22 AM
To: rsimonson@azseedcorp.com
Subject: FW: Phone message from SEED investor Dawn Jordan

Dear Mr. Simonson, Mrs. Simonson and Mr. Keller,

SEED investor Dawn Jordan called Bob Pasionek yesterday and requested the status of returning her SEED investment to her. Mr. Pasionek requested I pass her message on to you. Ms. Jordan's phone number is [redacted]

Thank you.

Holly Johnson
Legal Assistant to
Robert A. Pasionek and Jennifer Mammano

Fennemore Craig, P.C.
3003 N. Central Ave., Suite 2600
Phoenix, Arizona 85012
602.916.5110 direct
602.916.5609 facsimile
hjohnson@fclaw.com

www.fennemorecraig.com

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that, to the extent this communication (or any attachment) addresses any tax matter, it was not written to be (and may not be) relied upon to (i) avoid tax-related penalties under the Internal Revenue Code, or (ii) promote, market or recommend to another party any transaction or matter addressed herein (or in any such attachment). For additional information regarding this disclosure please visit our web site.

CONFIDENTIALITY NOTICE: The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it.
Thank you.

No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.5.503 / Virus Database: 269.17.2/1184 - Release Date: 12/14/2007 11:29 AM

ACC002603
FILE #8228

B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARE SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215

EXHIBIT
S-41
ADMITTED

Attention: Randall Simonson, President

Subscription. The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 40,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 14 day of June, 2007

40,000
(No. of Class A Shares Subscribed for)

40,000	X	$ 4.25	=	170,000
No. Class A of Shares		(Price Per Share)		Total Subscription Price

100 (No. of Shares Paid for) 39,900 (Balance of Shares)

If the purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

Jeff Kovac
Please Print Names

[redacted]
Social Security Number(s)

Signature of Purchaser(s)

Address [redacted] AZ [redacted]
Zip code

[redacted]
Date of birth

XCDJ91@[redacted]
email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

State of Organization

Name:

Title:

Address

Date:

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 14 day of June, 2007

SEED CORPORATION

By:
Randall Simonson, President

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ACC002611
FILE #8228

In witness whereof, the Purchaser has executed this Subscription Agreement this 14 day of June, 2007

40,000
(No. of Class A Shares Subscribed for)

40,000 X $ 4.25 = 170,000
No. Class A of Shares (Price Per Share) Total Subscription Price

100 39,900
(No. of Shares Paid for) (Balance of Shares)

If the purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

Jeff Kovac
Please Print Names

[redacted]
Social Security Number(s)

Signature of Purchaser(s)

[redacted]
Address

[redacted] AZ [redacted]
Zip code

[redacted]
Date of birth

XCDJ91@[redacted]
email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

[redacted]

JEFFREY KOVAC 2776
[redacted] AZ [redacted]
91-170/1221 AZ
2482
Date 6/14/2007

Pay to the Order of Seed Corporation $ 425.00
Four hundred twenty-five and 00/100 Dollars
Bank of America
ACH R/T 122101706
For
⑆122101706⑆ [redacted] 0478 2776

SEED CORPORATION

By:
Randall Simonson, President

NEED HOME PHONE

CELL [redacted]

8

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SEED CORPORATION

NONDISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT

This Nondisclosure, Non-Circumvention and Non-Competition Agreement (hereinafter referred to as the "Agreement") is made and entered into by and among S.E.E.D. Corporation, an Arizona corporation (hereinafter referred to as "SEED"), and Randall D. Simonson, its president and Jeff Kovac an individual, a business, affiliates, employees, officers, directors, shareholders, principals, brokers, associates, clients and other representatives (hereinafter collectively referred to as "Confidant"). This agreement is entered into and acknowledged this 6 day of June, 2007 by the signatures of the parties hereto as signified by their respective signatures set forth below:

WITNESSETH THAT:

WHEREAS, Confidant does hereby represent and warrant that it has no interest in using any information it might hereby obtain to circumvent or compete against S.E.E.D. Corporation ((SEED); and

WHEREAS, Confidant and SEED do hereby acknowledge, admit and confess that the non-competition aspects of this Agreement are ancillary to the otherwise enforceable nondisclosure and non-circumvention aspects of this Agreement; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that this agreement contains reasonable limits as to time, geographical area and scope of activity to be restrained; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that any restraints imposed upon Confidant are not greater than is necessary to protect the goodwill and/or other interests of SEED; and

WHEREAS, SEED desires to provide Confidant with access to the subject information, but also desires that the information and records remain confidential and that Confidant not use any such information to circumvent or compete against SEED, or disseminate any such information to any third party or entity to enable them to circumvent or compete against SEED; and

WHEREAS, Confidant and SEED are entering into this Nondisclosure, Non-Circumvention and Non-Competition Agreement to evidence their understanding, agreements and covenants with respect to the examination of information which is to be disclosed by SEED; and

WHEREAS, Confidant and SEED do hereby agree that the recitations contained herein are contractual in nature and not mere recitations of fact:

NOW, THEREFORE, for and in consideration of the premises, recitations, agreements and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, admitted and confessed, SEED and Confidant do hereby agree as follows:

1. Confidant hereby acknowledges, admits and confesses that all of such covenants and agreements are necessary for the protection of the business of SEED and their information, and that any violation of the terms hereof by Confidant will result in irreparable harm to SEED and that any losses or damages resulting to SEED and/or its customers and suppliers from any breach of such agreements by Confidant may not be susceptible of determination, and that as a result, SEED may not have an adequate remedy at law for the redress of any such violation, and shall be entitled to injunction or other equitable relief without being required to post any bond. In the event, a court of competent jurisdiction nonetheless requires such a bond, it is expressly agreed that it shall not be required to be in an amount greater than fifty dollars ($50.00).

Initials JK _____

2. Confidant hereby acknowledges, admits and confesses that all of the covenants and agreements contained herein are necessary for the protection of their business, contacts, customers, clients, and potential purchasers, and that any violation of the terms hereof may result in losses or damages which may not be readily susceptible of determination. Consequently, Confidant hereby acknowledges, admits and confesses that it shall be liable to SEED, at SEED's sole and exclusive option, to liquidated damages in an amount equal to fifty-one percent (51%) of the consideration (whether in cash, interest(s), property or otherwise) acquired by Confidant in violation of the terms hereof.

3. Confidant and SEED affirm that the association and relationship between SEED and Confidant is one of trust and confidence and that such association and relationship would not have been offered or otherwise continued but for the fact that such trust and confidence had been reposed by SEED in Confidant. In view of said association and relationship, Confidant hereby promises and agrees that during said association and relationship and continuing for a period of twenty-four (24) months from the termination of said association and relationship, Confidant shall not in area of market coverage on behalf of anyone other than SEED, solicit or divert, or take away or attempt to take away from SEED or any of its affiliates, any customer or client of any of them with a competitive product, service or technology.

4. Unless otherwise agreed by SEED in writing, Confidant agrees that upon completion of its review of SEED's information and business records, Confidant will immediately surrender to all originals and all copies made of any of SEED's Information (confidential or otherwise), computer disks, cassettes, video cassettes, compact disks, papers, notes, documents, agreements, writings, software, equipment and other property given to Confidant or coming into Confidant's possession by, through, or as a result of its review of SEED's records. Confidant further expressly agrees, understands and acknowledges that, for purposes of this Agreement, all such materials are at all times the sole and exclusive property of SEED.

5. The failure of SEED to insist upon strict compliance by Confidant with one or more covenants and restrictions contained herein, whether on one or more occasions, shall not be construed as a waiver, nor shall such a course of action deprive SEED of the right thereafter to require strict compliance herewith. If the parties hereto waive any of the conditions, terms or provisions contained herein, or any of the duties or obligations of the other party hereunder, such waiver shall be effective only if in writing and signed by the party waiving any such item.

6. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, including, but not limited to, an action for injunctive relief and/or a suit for damages, SEED shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

7. The rights and remedies set forth in this Agreement are cumulative of all other rights and remedies existing at law or in equity, and shall not be deemed to deprive SEED of any such other legal or equitable right or remedy, by judicial proceedings or otherwise, necessary or appropriate to enforce the terms, provisions, conditions and covenants contained in this agreement, or the employment of any remedy hereunder, or otherwise, and shall not prevent the concurrent or subsequent employment of an other appropriate remedy or remedies.

8. If any agreement or restrictive covenant contained herein should be held by any court or other legal authority to be void or unenforceable in any respect, then this Agreement shall thereby be amended (without the need for any action by the parties) so as to bring it into conformity with applicable law. In other words, the matter which is adjudicated to be void or unenforceable shall be modified or severed out of this Agreement, and the other terms of this Agreement shall continue to be in full force and effect and govern the rights and obligations of the parties hereto.

Initials J.K _____

9. No waiver, modification or amendment of the terms of this Agreement shall be of any force or effect unless made by an instrument in writing and executed by all parties hereto.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, AS. IN THE EVENT THAT ANY DISPUTE ARISES HEREUNDER, IT IS SPECIFICALLY STIPULATED THAT THE RIGHTS AND DUTIES OF THE PARTIES HERETO, AND THE VALIDITY, CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE INTERPRETED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ARIZONA AND THE UNITED STATES OF AMERICA.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, IN THE EVENT OF A DISPUTE ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE PARTIES HERETO IRREVOCABLY AGREE AND CONSENT IN ADVANCE TO ANY NECESSARY TRANSFERS OF VENUE, SO THAT VENUE FOR ANY SUCH DISPUTE SHALL LIE IN ANY COURT OF COMPETENT JURISDICTION IN ARIZONA.

DATE: 6/6/07

ACCEPTED BY:

Randall D. Simonson, President
S.E.E.D. Corporation

4049 Presidio
Mesa, Arizona 85215

Individual signature

Street Addresses

City State Zip

Tel: _____

E-Mail: _____

Corporate acknowledgement (Name)

Authorized Signature for the Corporation

Title

Street Address

City State Zip

Tel: _____

Fax: _____

B-1

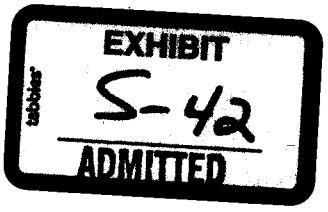
ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215

Attention: Randall Simonson, President



Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of Class A shares (the "Shares") of Class A Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 5,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.
Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

Howard Lein

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In witness whereof, the Purchaser has executed this Subscription Agreement this 9 day of August, 2007

5,000	X	$4.25	=	$21,250.00
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
5,000		$21,250.00		0
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☑ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

HOWARD P. LEIN

Please Print Names as they are to be listed on the stock certificate

Howard P Lein

Subscriber Signature (one signature only)

[redacted]

Social Security Number(s)

[redacted]

Street Address

[redacted]

City,

ARIZONA

State

[redacted]

Zip code

Date of birth

[redacted]

Phone Number

[redacted]

Cell phone

howard2468@[redacted]

Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:_____

State of Organization

Name:_____

Title:_____

Address

Date:_____

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 23 day of Aug., 2007

SEED CORPORATION

By: Randall Simonson

Randall Simonson, President

ORIGINAL (COMPANY'S COPY)

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August, 2007

5,000	X	$4.25	=	$21,250.00
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
5,000		$21,250.00		0
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☑ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

HOWARD P. LEIN

Please Print Names as they are to be listed on the stock certificate

Howard P. Lein

Subscriber Signature (one signature only)

[redacted]

Social Security Number(s)

[redacted]

Street Address

[redacted]

City,

ARIZONA

State

[redacted]

Zip code

Date of birth

[redacted]

Phone Number

[redacted]

Cell phone

howard2468@[redacted]

Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:_____

State of Organization

Name:_____

Title:_____

Address

Date:_____

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 23 day of Aug., 2007

SEED CORPORATION

By: Randall Simonson

Randall Simonson, President

ORIGINAL (COMPANY'S COPY)

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In witness whereof, the Purchaser has executed this Subscription Agreement this 2 day of August, 2007

(No. of Shares Subscribed for)	X	$4.25 (Price Per Share)	=	(Total Subscription Price)
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☒ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Please Print Names as they are to be listed on the stock certificate

Subscriber Signature (one signature only)

[redacted] Social Security Number(s)

[redacted] Street Address

[redacted] City,

State [redacted] Zip code

Date of birth

[redacted] Phone Number

[redacted] Cell phone

[redacted] Email Address

16691

RE/MAX EXCALIBUR REALTY
OPERATING ACCOUNT
[redacted] ARIZONA [redacted]
TEL. [redacted]

STEARNS BANK ARIZONA N.A.
91-560-1221

8/15/2007

$ **17,000.00

PAY TO THE ORDER OF SEED Corporation

Seventeen Thousand and 00/100********** DOLLARS

SEED Corporation

MEMO

AUTHORIZED SIGNATURE

⑈016691⑈ ⑆122105605⑆ [redacted]3187⑈

Details on back. Security Features Included

Randall Simonson, President

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ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO. 2071

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 3-3-08

[redacted]
Address

[redacted] AZ [redacted]
Zip code

[redacted]
Phone

Cell Phone

_____
(Offeree Signature)

Howard Lein
(Please print name)

howard2468@[redacted]
E-mail address

ACC002626
FILE #8228

JR

B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215

EXHIBIT
S-43
ADMITTED

Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to_____ shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and

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deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding

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obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

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Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this

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transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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To: Holly

[redacted]

EXHIBIT B

INVESTMENT ELECTION

The undersigned by signing below acknowledges that SEED Corporation, an Arizona corporation (the "Company"), has offered to the undersigned, on the terms and subject to the conditions set forth in the Company's Private Placement Memorandum dated October 30, 2007 (the "Memorandum"), the right to elect to: (i) reaffirm the undersigned's initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company to fully pay for such Shares, or (iii) rescind the undersigned's initial investment and receive a return of the full subscription price paid without interest.

The undersigned hereby elects to: **(CHOOSE ONLY ONE)**

_____ **Reaffirm the undersigned's initial investment in the Shares in the amount that has already been paid, or if fully paid, in the amount originally subscribed for. If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents.**

_____ **Reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, which the undersigned has not yet fully paid for. If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents, and must remit funds to the Company sufficient to fulfill the obligation the undersigned originally subscribed for.**

X

_____ **Rescind the undersigned's initial investment and receive a return of the full subscription price without interest. The undersigned by signing below agrees that, in consideration for the return of the full subscription price without interest, which the undersigned acknowledges is sufficient consideration, the undersigned (for himself, his agents, heirs, executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company, and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's investment in the Shares. The undersigned owns no other shares of the Company's capital stock, and holds no warrants, options or other rights to acquire any of the Company's equity securities in the future. The undersigned by signing below also acknowledges and agrees that this release is a general release, and further expressly waives any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.**

[SIGNATURES ON FOLLOWING PAGE]

INDIVIDUAL(S):

Signature: _____ Signature: _____

Name (Print): Kim Mclachlan Name (Print): _____

Date: 12/12/07 Date: _____

ENTITY:

Name of Entity: _____

Signature: _____

Name and Title of Signer (Print): _____

Date: _____

CONSENT OF SPOUSE:

I, Robert Mclachlan, spouse of Kim Mclachlan, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the 12 day of Dec, 2007.

Signature: _____

Name: Robert R. Mclachlan, DDS

SEED Corporation
4049 E. Presidio Street
Suite # 101
Mesa, Arizona 85215
Telephone:480-374-7400
Fax:480-374-7445
www.azseedcorp.com

SEED
Sustainable Energy Efficient Development
CORPORATION

Drs. Robert and Kimberly McLachlan
[redacted]
[redacted] CA [redacted]

Dear Drs. McLachlan:

This letter is in reference to your phone call of Wednesday, December 5, 2007 regarding your lack of receipt of additional documentation on your investment with our company, SEED Corporation. Our attorneys at Fennemore Craig sent you a packet through Federal Express containing rescission documents on October 31, 2007 to the address you had previously provided to us, which is as follows:

[redacted]
[redacted] California [redacted]

The Federal Express tracking information shows that this packet was delivered on November 1, 2007 and was signed for by a "R.J. Fallatt," who is listed as "Receptionist/Front Desk." We apologize if you did not receive this packet, but we hope that if you are familiar with this front desk person, you will attempt to ascertain the location of the packet, as it contains information that is sensitive and confidential to our company.

Please find enclosed with this letter an additional investor rescission package, which contains a private placement memorandum with several attached exhibits. Please review the private placement memorandum and decide what action you would like to take with regard to your investment. The dates within will be incorrect, as they were meant for the original mailing. For your purposes, please return the subscription documents to our attorneys, Fennemore Craig, at the following address by January 6, 2008:

Fennemore Craig, P.C.
Attn: Robert Pasionek
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012

Please let me know if you have any questions, and thank you so much for your investment in SEED Corporation!

Sincerely,

Randall Simonson

Randall Simonson
President, SEED Corporation

ACC002636
FILE #8228

TERRY MOORE / J.R. REED

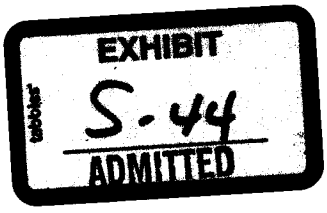
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 7765 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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FILE #8228

subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 13th day of July, 2007

7765	X	$4.25	=	33001.25
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)

7765	7765 = 33001.25	0
(No. of Shares Paid for)	(Amount of Paid for Shares)	(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☑ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as

☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Terry and Beverly Moore

Please Print Names as they are to be listed on the stock certificate

Beverly Moore — [redacted]

Signature of Purchaser — Social Security Number(s)

[redacted] — [redacted]

Street Address — City

OK — [redacted] — Terry [redacted] — Bev [redacted]

State — Zip code — Date of birth

[redacted] — [redacted] — bmoore@[redacted]

Phone Number — Cell phone — Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust — Federal Taxpayer I.D. No.

By: _____ — State of Organization

Name: _____

Title: _____ — Address

Date: _____ — Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 6 day of JULY, 2007

SEED CORPORATION

By: Randall Simonson

Randall Simonson, President

B-2

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(COMPANY'S COPY)

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In witness whereof, the Purchaser has executed this Subscription Agreement this 13th day of July, 2007

7765	X	$4.25	=	33001.25
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
7765		7765 = 33001.25		0
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☑ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Terry and Beverly Moore

Please Print Names as they are to be listed on the stock certificate

Beverly Moore
Signature of Purchaser

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

OK
State

[redacted]
Zip code

Terry [redacted] Bev [redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

bmoore@[redacted]
Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or T...

B...

N...

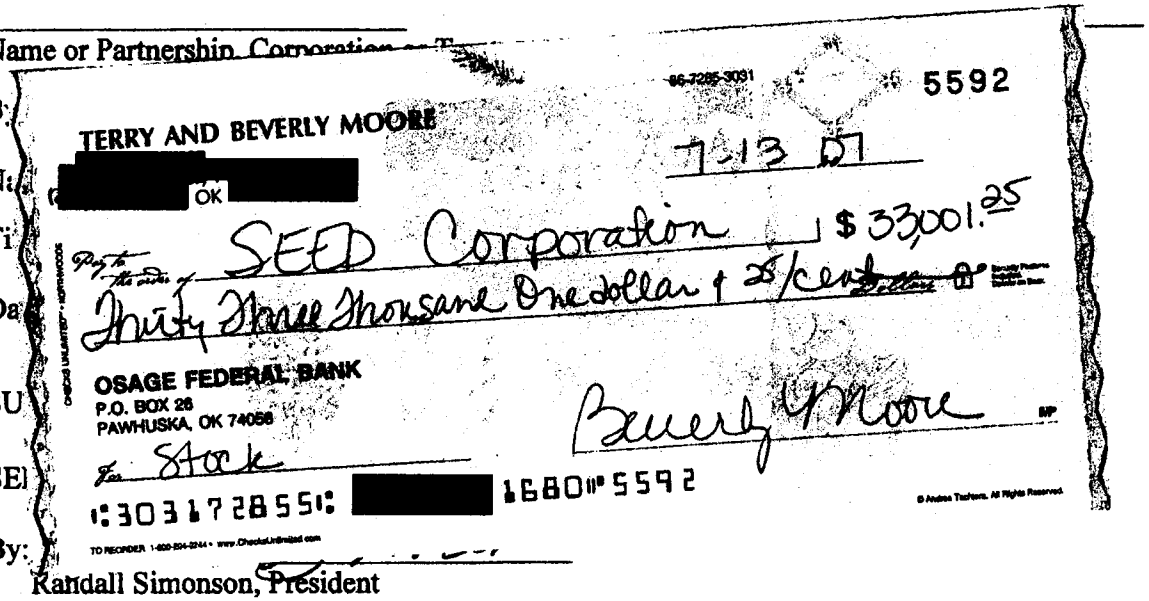
Ti...

Da...

SU...

SE...

By:
Randall Simonson, President



86-7285-3031 5592

TERRY AND BEVERLY MOORE
[redacted] OK [redacted]

7-13 07

Pay to the order of SEED Corporation $ 33,001.25

Thirty Three Thousand One dollar & 25/cent

OSAGE FEDERAL BANK
P.O. BOX 26
PAWHUSKA, OK 74056

Beverly Moore

For Stock

⑆303172855⑆ [redacted] 1680⑈5592

TO REORDER 1-800-204-2244 • www.ChecksUnlimited.com

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FILE #8228

Terry and Beverly Moore
[redacted]
OK [redacted]

April 8, 2008

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215

Attention: Randall Simonson, President

Terry and Beverly Moore, owners of $7,500.00- 1500 expected shares of SEED stock,

Hereby transfer that amount of stock to James Irby Reed, [redacted]

[redacted] Arizona [redacted] as of today's date, April 8, 2008.

The total amount invested is $33001.25. The remaining balance of $25,501.25 is to be returned as requested numerous times from SEED Corporation. Please send method and expected date of arrival to the above listed address.

Terry L. Moore

Beverly A. Moore

Subscribed and sworn to me this 8th day of April, 2008.

Notary Public

My commission expires: 5/22/2008
00007337

(Seal)

Notary Public Oklahoma
OFFICIAL SEAL
MARGIE SHAW
OSAGE COUNTY
Comm. Exp. 5/22/08
Comm. # 00007337

ACC002646
FILE #8228

B-1

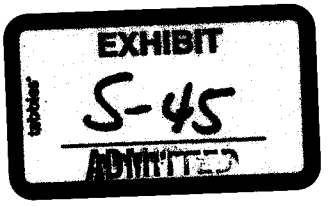
ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215

Attention: Randall Simonson, President



Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of Class A shares (the "Shares") of Class A Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 1000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.
Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

Ken Nishimura 7

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In witness whereof, the Purchaser has executed this Subscription Agreement this 9 day of August, 2007

1000	X	$4.25	=	4250
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)

(No. of Shares Paid for)	(Amount of Paid for Shares)	(Balance of subscribed shares)

Check one of the following if the purchaser is an

☒ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

KURT NISHIMURA

Please Print Names as they are to be listed on the stock certificate

Subscriber Signature (one signature only) — Social Security Number(s)

Street Address — City

State — Zip code — Date of birth

Phone Number — Cell phone — nishimura_kurt@ — Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust — Federal Taxpayer I.D. No.

By: _____ — State of Organization

Name: _____

Title: _____ — Address

Date: _____ — Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 25 day of August, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

ORIGINAL (COMPANY'S COPY)

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In witness whereof, the Purchaser has executed this Subscription Agreement this 7 day of [illegible], 2007

(No. of Shares Subscribed for)	X	$4.25 (Price Per Share)	=	(Total Subscription Price)
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☒ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

[illegible] M. SHIMURA

Please Print Names as they are to be listed on the stock certificate

Subscriber Signature (one signature only) — [redacted] Social Security Number(s)

[redacted] Street Address — [redacted] City

AZ State — [redacted] Zip code — [redacted] Date of birth

Phone Number — [redacted] Cell phone — [redacted] Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

91-527-1221 1097 D. No.

KENNETH K. NISHIMURA
[redacted] AZ [redacted]

DATE 3/[redacted]/07

PAY TO THE ORDER OF Seed Corporation $ 4250.00

Four thousand two hundred fifty dollars DOLLARS

Wells Fargo Bank Arizona, N.A.
100 W. Washington
Phoenix, AZ 85003
www.wellsfargo.com

FOR [illegible] 2007

⑈122105278⑈ [redacted] 3967⑈ 1097

By: _____
Randall Simonson, President

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ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO. 2070

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 3-3-08

[redacted]
Address

[redacted] AZ [redacted]
Zip code

[redacted]
Phone

Cell Phone

nishimura.kurt@[redacted]
E-mail address

(Offeree Signature)

Kurt Nishimura
(Please print name)

ACC002656
FILE #8228

JR

Randy Simonson

From: MAMMANO, JENNIFER [JMAMMANO@FCLAW.COM]
Sent: Friday, November 30, 2007 10:20 AM
To: rsimonson@azseedcorp.com; Marilyn Simonson; skeller CRD
Cc: PASIONEK, ROBERT; KRULISKY, PAUL
Subject: SEED Investor Election

Randy and Marilyn,
We received an investment election from Kenneth Kurt Nishimura, electing rescission. His investment was for $4,250. Please let me know if you have any questions.

Thanks,
Jennifer Mammano

www.fennemorecraig.com

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that, to the extent this communication (or any attachment) addresses any tax matter, it was not written to be (and may not be) relied upon to (i) avoid tax-related penalties under the Internal Revenue Code, or (ii) promote, market or recommend to another party any transaction or matter addressed herein (or in any such attachment). For additional information regarding this disclosure please visit our web site.

CONFIDENTIALITY NOTICE: The information contained in this message may be protected by the attorney-client privilege. If you believe that it has been sent to you in error, do not read it. Please immediately reply to the sender that you have received the message in error. Then delete it. Thank you.

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No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.5.503 / Virus Database: 269.16.15/1173 - Release Date: 12/5/2007 9:29 PM

ACC002657
FILE #8228

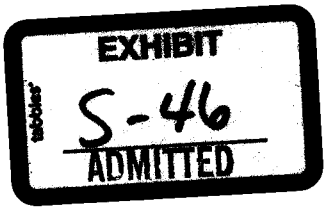
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to_____ shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and

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ACC002658
FILE #8228

deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding

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obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

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Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 14th day of JUNE, 2007

5,880.	X	$ 4.25	=	$24,990.00
No. of Shares Subscribed for		(Price Per Share)		Total Subscription Price

0	5,880.
(No. of Shares Paid for)	(Balance of shares) not paid for

Check one of the following If the purchaser is an
☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Please Print Names — Social Security Number(s)

Signature of Purchaser

Street Address — City,

State — Zip code — Date of birth

Phone number — Cell phone — email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:
FIRST COMMUNITY BANK, N.A. CUSTODIAN FBO CHARLES F. PAYNE JR IRA
Name or Partnership, Corporation or Trust — [redacted] Federal Taxpayer I.D. No.

By: Steven G. Layfield

NV
State of Organization

Name: STEVEN G. LAYFIELD

Title: E.V.P.

[redacted]
Address

Date: JUNE 14, 2007

[redacted], WV [redacted]
Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 15 day of JUNE, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

B-2 DUPLICATE ORIGINAL

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ACKNOWLEDGEMENT OF RECEIPT OF
PRIVATE PLACEMENT MEMORANDUM NO. 2057

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment, (b) understanding of all of the risks of such investment, and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of an investment in Shares, and is capable of bearing the economic risk of this investment.

He/She has received the numbered copy of the Memorandum attached hereto, will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby, will not further distribute this Memorandum, and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 2-25-08

[redacted]
Address

[redacted] WV [redacted]
Zip code

[redacted]
Phone Cell Phone

(Offeree Signature)

Dr. Charles Payne
(Please print name)

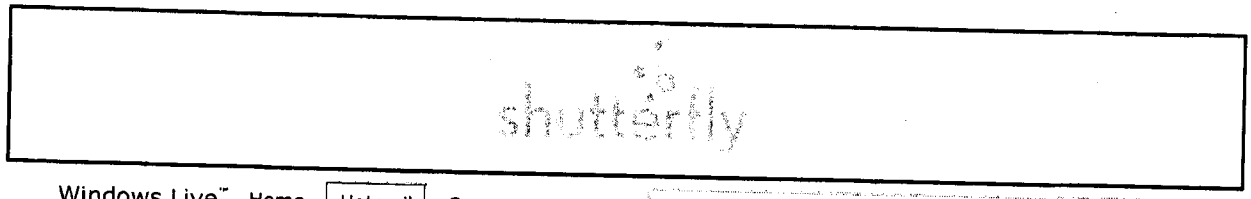
c/o First Community Bank
5444 Leg Road

[redacted]

Charlespayne.dc@ E-mail address

2000717.1/22796.001
DRAFT

ACC002666
FILE #8228



Here's Cuck Payne's numbers:

From: **KINGofAZ@**[redacted]
Sent: Tue 11/27/07 10:33 AM
To: RMSIMONSON@[redacted]
Cc: denise.gholson@azseedcorp.com

Here's Cuck Payne's numbers:
Contact Name: Charles Payne
Screen Name: CharlesPayneDO@[redacted]
City: [redacted]
State: FL
Country: USA
Map It! with MapQuest®
Home: [redacted]
Cellular: [redacted]
Notes: Met at TY-TY at the Borgata 4-18-07
Category: Friends

Robert King
Service First Realty LLC
6333 N Scottsdale Road No 25
Scottsdale AZ 85250
Cell: [redacted]

Robert King
Service First Realty LLC
6333 N Scottsdale Road No 25
Scottsdale AZ 85250
Cell: [redacted]

Check out AOL Money & Finance's list of the hottest products and top money wasters of 2007.

ACC002667
FILE #8228

Marilyn Simonson

From: MAMMANO, JENNIFER [JMAMMANO@FCLAW.COM]
Sent: Wednesday, November 21, 2007 10:09 AM
To: rsimonson@azseedcorp.com; Marilyn.Simonson@azseedcorp.com
Cc: PASIONEK, ROBERT; KRULISKY, PAUL
Subject: SEED Investor Update

Randy and Marilyn:

We received signed investment elections from the following investors. All elected rescission:

First Community Bank, N.A. Custodian
FBO Dr. Charles F. Payne Jr. IRA - $24,990

Prince & Huldah Donaldson - $7,497

Entrust Mid South LLC
FBO Janel Wangsness IRA # [redacted] - $102,000

Please let me know if you have any questions.

Jennifer

www.fennemorecraig.com

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that, to the extent this communication (or any attachment) addresses any tax matter, it was not written to be (and may not be) relied upon to (i) avoid tax-related penalties under the Internal Revenue Code, or (ii) promote, market or recommend to another party any transaction or matter addressed herein (or in any such attachment). For additional information regarding this disclosure please visit our web site.

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No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.5.503 / Virus Database: 269.16.2/1143 - Release Date: 11/21/2007 10:01 AM

ACC002668
FILE #8228

B-1

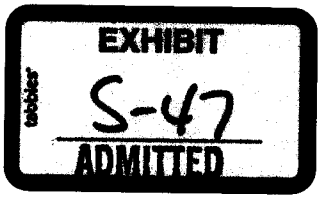
ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215

Attention: Randall Simonson, President



Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of Class A shares (the "Shares") of Class A Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 3,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.
Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

Susan Sica

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In witness whereof, the Purchaser has executed this Subscription Agreement this 9 day of August, 2007

3,000	X	$4.25	=	12,750.00
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
3,000		12,750.00		0
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☒ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

SUSAN L. SICA

Please Print Names as they are to be listed on the stock certificate

Subscriber Signature (one signature only) — [redacted] Social Security Number(s)

[redacted] Street Address — [redacted] City

AZ State — [redacted] Zip code — [redacted] Date of birth

[redacted] Phone Number — n/a Cell phone — SUSAN_SICA@[redacted] Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust — Federal Taxpayer I.D. No.

By:_____ — State of Organization

Name:_____

Title:_____ — Address

Date:_____ — Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 23 day of Aug., 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

ORIGINAL (COMPANY'S COPY)

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In witness whereof, the Purchaser has executed this Subscription Agreement this 9 day of August, 2007

(No. of Shares Subscribed for)	X	$4.25 (Price Per Share)	=	(Total Subscription Price)
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☒ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as

☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Susan K. Sica

Please Print Names as they are to be listed on the stock certificate

Subscriber Signature (one signature only) — Social Security Number(s)

Street Address — City

State — Zip code — Date of birth

Phone Number — Cell phone — Email Address

NAME Susan Sica

ACCOUNT NO. [redacted]2794

91-560/1221

DATE 8/13/07

PAY TO THE ORDER OF SEED Corporation $ 12,750

Twelve thousand seven hundred fifty and no/100 DOLLARS

STEARNS Bank ARIZONA N.A. We Get The Job Done. 480-314-4200

FOR Sale Shares SEED Corp

⑆122105605⑆ [redacted]2794⑈

SEED CORPORATION

By: _____
Randall Simonson, President

ORIGINAL (COMPANY'S COPY)

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January 4, 2008

Marilyn and Randall Simonson
SEED Corporation
4049 E Presidio Street
Mesa, AZ 85215

[redacted]

Dear Marilyn:

A while back we received an 'investor package' from Fennemore Craig, PC asking us to fill it out or request rescission of our investment.

I filled this out and sent it off certified to Fennemore Craig – requesting to have my monies rescinded. I have contacted them and they said it is in your hands but that the monies would be refunded. According to the documents from Fennemore Craig that was to be done by December 31, 2007.

I asked that my monies be sent to my office address – Susan Sica – 10458 E Jomax Road #100, Scottsdale, AZ 85262. I have not received any correspondence or acknowledgement of your intentions. Roland Johnson and Howard Lein had sent in their paperwork as well and have not heard anything.

Could you please give us an update as to when we should anticipate the return of the investment. My email – susan_sica@[redacted]

Thank you – and I wish you the best of luck in your project.

Susan L Sica

ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO.____

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 3-3-08

[redacted]
Address

(Offeree Signature)

Susan Sica
(Please print name)

[redacted] AZ [redacted]
Zip code

[redacted]
Phone

Cell Phone

Susan.Sica @ [redacted]
E-mail address

ACC002679
FILE #8228

JR

Marilyn Simonson

From: MAMMANO, JENNIFER [JMAMMANO@FCLAW.COM]
Sent: Thursday, November 15, 2007 11:11 AM
To: Marilyn Simonson; rsimonson@azseedcorp.com
Cc: KRULISKY, PAUL; PASIONEK, ROBERT
Subject: SEED Investment Elections Received

Randy and Marilyn,

We have received investment elections for the following investors, all of whom are electing to rescind:

Howard Lein ($17,000)
Strategic Crossroads Management/Jerald Johnson ($25,500) Susan Sica ($17,000)

Note that Susan Sica enclosed a letter stating that she invested $12,750, but the records you sent me state that she invested $17,000.

We also received a letter from Prince & Huldah Donaldson stating that they want to rescind ($7,497). Holly contacted them to let them know that they need to send in the investment election stating that before they can officially rescind.

Please let me know if you have any questions.

Jennifer

www.fennemorecraig.com

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that, to the extent this communication (or any attachment) addresses any tax matter, it was not written to be (and may not be) relied upon to (i) avoid tax-related penalties under the Internal Revenue Code, or (ii) promote, market or recommend to another party any transaction or matter addressed herein (or in any such attachment). For additional information regarding this disclosure please visit our web site.

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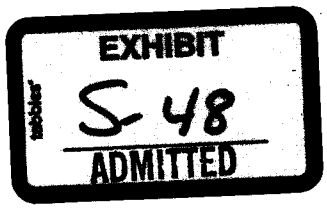
No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.5.503 / Virus Database: 269.15.33/1132 - Release Date: 11/15/2007 9:34 AM

ANTON AIKSNI

EXHIBIT A

SUBSCRIPTION AGREEMENT



SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby subscribes for and agrees to purchase the following securities of the Company pursuant to the terms of the Private Placement Memorandum of the Company dated November 12, 2007, as amended by that certain Supplement dated February ____, 2008 (the "Memorandum"):

> 8400 shares of Class A Stock of the Company (the "Common Shares"), at a price per share of $5.00, such Common Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. For each 10,000 Common Shares purchased by the undersigned, the undersigned will receive warrants to purchase 5,000 additional Common Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Common Share purchase (the "Warrants"). The Common Shares and Warrants shall be referred to herein as the "Shares."

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $42,000.00, representing $5.00 per share multiplied by the number of Common Shares.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

3. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

4. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 28th day of April, 2008.

(Signature of Purchaser)

ENTRUST MID SOUTH LLC FBO:
ANTON ALKSNIN IRA# [redacted]
(Name of Purchaser)

Accepted and agreed to this ____
day of _____, 2008.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), dated November 12, 2007, as amended by that certain Supplement dated February ____, 2008, along with the accompanying Subscription Agreement and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement and Accredited Investor Questionnaire. I am aware that legal, financial and related matters contained in the Subscription Agreement and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2008.

Signature: _____
Name:_____

Name of Prospective Purchaser: ENTRUST MID SOUTH LLC FBO ANTON ALKSNIN IRA [redacted]
(Please Print)

State of Domicile: LOUISIANA

Date: 4-28-08

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN. SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION 4049 East
Presidio Street, Suite 101 Mesa,
Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto as ***"Exhibit A"***, and certifies that either (**check only one**):

A. ☑ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☑ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☐ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____

_____

_____

(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

☐ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement;

_____

_____

_____

(describe entity)

B. ☐ The undersigned is not an "Accredited Investor" but has provided a statement describing his/her knowledge and experience in financial and business matters, which is attached hereto. Kindly provide sufficient detail so that the Company's legal counsel may conclude that the undersigned is capable of evaluating the merits and risks of investment in the Company.

2. **Entity Type.** The undersigned is (check only one):

☐ An individual

☐ A corporation

☐ A partnership

☐ A trust

☑ Other: IRA

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is: [redacted]

4. **Address.** The address of the undersigned is:

[redacted]

[redacted] LA [redacted]

The phone, fax and contact person (if an entity) are as follows:

Phone: [redacted]

Fax: [redacted] E Mail: AALKSNIN @ [redacted]

Contact: _____

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's

investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: 4/28/08

Very truly yours,

ENTRUST NIO SOUTH LLC
FBO ANTON AIKSNIN IRA [redacted]

Print Name of Investor

Signature

authorized representative
Print Title (if applicable)

Print Name of joint investor or other person whose signature is required

Signature

Print Title (if applicable)

ACC002687
FILE #8228

Windows Live™

Request for the SEED Investpr package for Anton Alksnin

From: **henny1@**[redacted]
Sent: Wed 4/23/08 4:14 PM
To: denise.gholson@azseedcorp.com; rmsimonson@[redacted]
Cc: aalksnin@[redacted]

Hi Denise & Randy,

Please email Anton at the email address CC'd here the SEED investor package for him to review.

Thanks, Tim

Here is Anton's other contact info:

Anton Alksnin
[redacted]
[redacted] CA [redacted]
[redacted]

Plan your next roadtrip with MapQuest.com: America's #1 Mapping Site.

ACC002688
FILE #8228

Date

SEED Corp.
4049 E. Presidio Street Suite #101
Mesa, AZ

Re: Anton Alksnin, **Individual Retirement Account**

To Whom It May Concern:

Entrust Mid South has received instructions from the above referenced IRA holder concerning an investment in SEED Corp..

As this asset is to be held within an Individual Retirement Account, the following instructions must be followed to ensure compliance with both IRS requirements and Entrust Mid South, Inc. policy. ***Please initial all items in the spaces provided showing your intent to comply.***

Registration is to be:

Entrust Mid South, LLC FBO: Anton Alksnin IRA# [redacted]
1605 Murray Street, Suite 210
Alexandria, LA 71301

Taxpayer Identification Number: [redacted]

Certificates and/or proof of ownership (showing the proper vesting) are to be held by Entrust Mid South, LLC

All payments, income, distributions and/or payoffs for this holding must be sent to Entrust Mid South, LLC. Under the Internal Revenue code, it is never acceptable to send funds directly to an IRA holder (or an IRA holder's nominee). Should that happen, you agree to indemnify Entrust Mid South, LLC. against any and all liability concerning IRS compliance.

If an IRA holder has any questions concerning the IRA (such as, but not limited to, payments, distributions, or fees), you agree to inform the IRA holder to contact Entrust Mid South, LLC. directly. ***Under no circumstances will third party inquiries be answered.***

You agree to provide Entrust Mid South, LLC with a fair market value (as defined in IRS Publication 590) by January 15th of each year.

RS. You agree to honor all written instructions from Entrust Mid South, LLC concerning changes in asset registration.

RS You understand and agree that there may be no capital calls concerning this investment and that the IRA holder's risk is limited to the actual investment.

RS You agree to make potential investors aware that investments in Limited Partnerships or Limited Liability Companies may generate Unrelated Business Taxable Income, which is the responsibility of the IRA holder.

RS You agree as part of your Investor Suitability Process to determine if an IRA holder may be subject to Required Minimum Distributions and to have a written plan to deal with annual RMD payments.

RS You agree to inform the IRA holder that you have referred Entrust Mid South, LLC. as an accommodation and that Entrust Mid South neither endorses your product nor has received consideration.

RS You agree to provide potential investors with Subscription Documents (or alternately, with Private Placement Memorandums or any offering documents, as may be applicable). The Subscription Document must be signed off as having been "Read and Approved" by the IRA holder prior to receipt by Entrust Mid South, LLC. Until Entrust Mid South receives and reviews such documents, no decision will be made concerning whether an Entrust Mid South account holder may hold such an investment based on our understanding of Internal Revenue Code Section 4975.

RS You agree to inform Entrust Mid South, LLC promptly of any change in address, telephone number, or company status (such as bankruptcy filings, regulatory agency investigations or litigation.)

SEED CORP.
Name of Investment

RANDALL SIMONSON, PRES & CEO
Printed Name of General Partner, Managing Member or Authorized Representative

Randall Simonson
Signature

4/25/08
Date

SEED

Sustainable Energy Efficient Development

"OUR NAME IS OUR MISSION"

CORPORATION

24 April 2008

Mr. Anton Alksnin

[redacted]

[redacted] CA [redacted]

[redacted]

Dear Anton,

Thank you for requesting our Executive Summary and Private Placement Memorandum. We at SEED are promoting what our name spells out: Sustainable Energy Efficient Development. We are a real estate based company that is promoting income producing projects encompassing Self Storage and File and Record Management Services, which are two businesses that yield the highest dollars per square foot.

I'll be giving you a call in a few days to answer any questions you may have, or in the interim, please feel free to call me direct on my cell phone at 602-531-5211.

Respectfully,

Randall Simonson

Randall Simonson

602-531-5211

B-1

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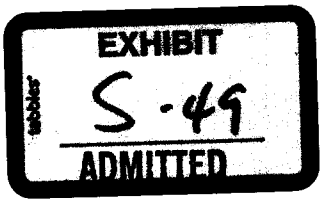
SEED CORPORATION

FOUNDER'S SHARE SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription. The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to_____ shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

X I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 14 day of June, 2007

23,530
(No. of Class A Shares Subscribed for)

23,530 X $ 4.25 = 100002.50
No. Class A of Shares (Price Per Share) Total Subscription Price

1176.47 22,353.53
(No. of Shares Paid for) (Balance of Shares)

If the purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

Mike Angelo
Please Print Names

[redacted]
Social Security Number(s)

Mike Angelo
Signature of Purchaser(s)

[redacted]
Address

[redacted]
Date of birth

Zip code

email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

State of Organization

Name:

Title:

Address

Date:

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 14 day of June, 200_

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

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In witness whereof, the Purchaser has executed this Subscription Agreement this 14 day of JUNE 2007

23,530	x	$ 4.25	=	100002.50
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
1176.47		$5000.00		98826.03
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is ....

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Please Print Names as they are to be listed on the stock certificate

[redacted]
Signature of Purchaser

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

AZ
State

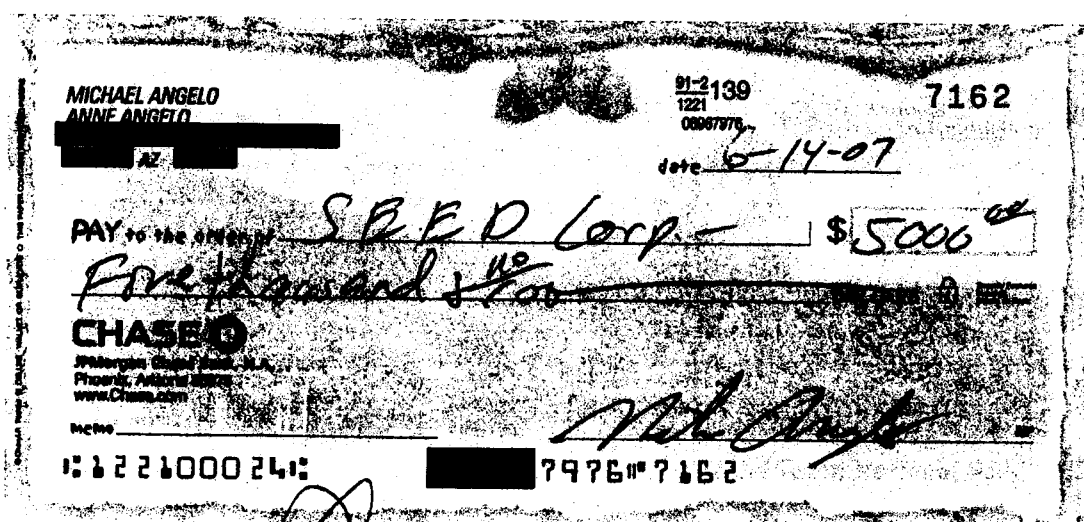
[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

Email Address



SEED CORPORATION

By: _____
Randall Simonson, President

R-2

ORIGINAL
(COMPANY'S COPY)

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In witness whereof, the Purchaser has executed this Subscription Agreement this 5 day of Sept, 2007

10,588.53	X	$4.25	=	$45,001.25
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
10,588.53		45,001.25		-0-
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

5000 + 45,001.25 = 11765. SHARES 9-5-07

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Please Print Names as they are to be listed on the stock certificate

Michael Angelo
Subscriber Signature (one signature only)

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

AZ
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

Email Address

MICHAEL ANGELO
ANNE ANGELO
[redacted]
[redacted] AZ [redacted]

91-2/1221 139
06967976

7260

date 9-5-07

PAY to the order of SEED $ 45001.25

Forty five thousand and one + 25/100 DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
Phoenix, Arizona 85073
www.Chase.com

Memo

⑆122100024⑆ [redacted] 7976⑈7260

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

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SEED CORPORATION

SUPPLEMENT
DATED FEBRUARY 4, 2008
TO PRIVATE PLACEMENT MEMORANDUM DATED NOVEMBER 12, 2007

This Supplement supplements and amends the Private Placement Memorandum dated November 12, 2007 (the "PPM"). All references in this Supplement to the PPM include all exhibits thereto. All section or paragraph references in this Supplement are to the PPM and all capitalized terms used but not otherwise defined in this Supplement have the meanings assigned to them in the PPM. All terms and conditions of the offering that are not amended in this Supplement remain as set forth in the PPM.

Amendments to PPM

1. **The Company amends the third paragraph on page 1 of the PPM to read as follows:**

This is a "best efforts" offering, which will terminate on March 13, 2008. The termination date may be extended by the Company in its discretion for an additional period not to exceed 90 days.

2. **The Company adds the following paragraph immediately following the third paragraph on page 1 of the PPM:**

Following the closing of the offering contemplated in this Memorandum, and subject to the additional conditions described in this Memorandum, the Company will declare a share dividend on the Company's Class A Common Stock that will entitle each holder of the Company's Class A Common Stock to receive one share of Class A Common Stock for each share of Class A Common Stock held on the date of the dividend (the "Class A Dividend"). See, "RISK FACTORS", "DIVIDEND POLICY", "DESCRIPTION OF CAPITAL STOCK", and "TERMS OF THE OFFERING."

3. **The Company amends the second paragraph under the heading "MEMORADUM SUMMARY—The Offering" to read as follows:**

The Warrants are non-detachable, and may be exercised only by the holder of the Shares to which the Warrants are attached. This offering will terminate on March 13, 2008. The termination date may be extended by the Company in its discretion for an additional period not to exceed 90 days.

4. **The Company amends the sixth paragraph under the heading "MEMORADUM SUMMARY—The Offering" to read as follows:**

Anticipated

Closing Date: March 13, 2008

5. **The Company amends the first paragraph under the heading "MEMORADUM SUMMARY—How to Subscribe" to read as follows:**

To subscribe for Shares, you must complete, execute, and deliver an executed Subscription Agreement (attached as Exhibit C), and an Investor Questionnaire (attached as Exhibit D) to Randall Simonson at SEED Corporation, 4049 E. Presidio Street, #101, Mesa, Arizona 85215. Subject to our acceptance, your execution of the Subscription Agreement and Investor Questionnaire will constitute your agreement to the terms and conditions contained therein. We will advise you of our acceptance or rejection of the subscription as soon as practicable upon receipt or, at the latest, 30 business days after we receive the executed Subscription Agreement and Investor Questionnaire. You may not withdraw a Subscription Agreement or Investor Questionnaire once you deliver it to us.

6. **The Company amends the fourth paragraph under the heading "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS—Finance and Budgets" to read as follows:**

The Fiesta Mesa Property was purchased substantially below what the Company's management believes to be the current investment value of $1,870,000, as indicated in a certified commercial property appraisal performed by Lyons Valuation Group, LLC, a certified general real estate appraiser, Arizona license number 30928. The current investment price of $1,870,000 assumes the assignment of all plans, drawings and rights to all development plans of the Fiesta Mesa Facility and the Fiesta Mesa Property. Based on the Lyons Valuation Group's report, the Company believes that the current market price of the Fiesta Mesa Property (land only and excluding the Fiesta Mesa Facility and any development plans thereof) is $1,100,000. The purchase price for the Fiesta Mesa Property was $967,000. To date $237,000 in cash has been paid to CA-Yes Investments, LLC, the seller, leaving a note due to the seller of $250,000. An additional interest only $480,000 first mortgage encumbers the Fiesta Mesa Property, leaving a total indebtedness with respect to the Fiesta Mesa Property of $730,000, plus accrued interest. Additional acquisition costs for the Fiesta Mesa Property include $350 paid in title fees, $25,792 paid in interest on the seller's first mortgage, and $8,227 paid in county property taxes. In connection with the purchase of the Fiesta Mesa Property, the Company issued an option to Edward Soliz, a member of CA-Yes Investments, LLC, to purchase 50,000 shares of the Company's Class A Common Stock for a total of $5,000. Mr. Soliz has not yet exercised this option. See "DESCRIPTION OF CAPITAL STOCK – Certain Effects of Authorized but Unissued Stock."

Fiesta Mesa Land Acquisition Analysis (Assuming construction of the Fiesta Mesa Facility)

Investment Value	$1,870,000
Purchase Price	$967,000
Disbursed	
Paid Seller	$237,000
Title Company Fees	350
Interest on First Mortgage	25,792
County Taxes	8,227

Total Disbursed	$271,369
Notes Due	
Due Seller	$250,000
Due on First Mortgage	480,000
Total Notes Due	$730,000
Current Equity @ Market	$1,140,000

7. **The Company amends the table on page 14 of the PPM under the heading "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS—Finance and Budgets" to read as follows:**

Construction Loan

Total Project Cost	**$12,712,103**
Construction Loan at 85% of Cost	
Loan @ 85% of cost	10,805,288
Fiesta Mesa gross cash portion	$1,906,815
Less amounts paid in	
Construction	$282,318
Land	237,000
Credit – property equity to 75% ***	435,500
Total paid by Fiesta Mesa & credited	$954,818
Cash portion required by Fiesta Mesa	$951,997
***Property equity credit in excess of cost to 75%	
Investment Value	$1,870,000
Loan to Value	x 0.75
Lendable amount	$1,402,500
Less amount due	$730,000
Less amount paid and credited	237,000
Total deductions to gross allowance	$967,000
Net property equity credit to Fiesta Mesa	$435,500

8. **The Company adds the following paragraph immediately following the second paragraph under the heading "RISK FACTORS—Additional Equity Financing Requirements and Dilution of Shareholders":**

Shares may be purchased by affiliates of the Company, or by other persons who may receive fees or other compensation or gain dependent upon the success of this offering. Such purchases may be made at any time prior to the closing of this offering. Because there may be substantial purchases by affiliates of the Company, or by other persons who may receive fees or other compensation or gain dependent upon the success of this offering, no individual investor should place any reliance on the sale of the maximum number of Shares offering by this Memorandum as an indication of the merits of this offering. Each investor must make his or her

own investment decision as to the merits of this offering.

9. **The Company amends the first paragraph under the heading "RISK FACTORS—Dividends not likely" to read as follows:**

Dividends not likely. Except for the Class A Dividend, for the foreseeable future, the Company anticipates that it will use any funds available to finance growth, and that cash or other dividends will not likely be paid to stockholders. There can be no assurance that the conditions precedent to the Class A Dividend will be met.

10. **The Company amends the first paragraph under the heading "RISK FACTORS—Risk due to concentrated control of the company by management" to read as follows:**

Risk due to concentrated control of the company by management. In the event the Company raises $5,000,000 of equity financing, including the amount invested by Prior Investors who reaffirm their investment in the Company, through this offering, immediately upon completion of this offering and assuming that the Prior Investors all remain investors at the level of shares originally subscribed for, and assuming that an aggregate of 542,042 shares of the Company's Class A common stock are sold in this offering and assuming that all Shares are fully paid for, and assuming that the Company declares the Class A Dividend, the outstanding voting stock beneficially owned by minority shareholders will be approximately 29%, based upon the sale of 1,131,816 shares of Class A Common Stock, including the exercise by Mr. Soliz of his option to purchase 50,000 shares and the payment of the Class A Dividend. Thus, Randall and Marilyn Simonson will own 71% percent of the voting shares and will be able to (a) elect, or defeat the election of the members of the Company's Board of Directors, and/or (b) amend or prevent amendment of the Company's Certificate of Incorporation and Bylaws. These calculations do not take into account any warrants that have been issued. See "DESCRIPTION OF CAPITAL STOCK."

11. **The Company amends the first paragraph under the heading "DIVIDEND POLICY" to read as follows:**

The Company has not paid any dividends since our inception and, except for the Class A Dividend, our board of directors does not anticipate declaring any dividends in the foreseeable future. We currently intend to utilize any earnings we may achieve for investment in our business. Therefore, it is unlikely that we will declare any dividends in the foreseeable future.

12. **The Company amends the third paragraph under the heading "DESCRIPTION OF CAPITAL STOCK—Certain Effects of Authorized But Unissued Stock" to read as follows:**

The following table sets forth the potential capitalization of the Company, assuming that the Company declares the Class A Dividend.

	Class A Shares (assuming Class A Dividend)	%	Class B Shares	%	Total Shares	%	Warrants (Maximum Possible)	Total if all warrants are exercised	%
Randall and Marilyn Simonson	2,000	.08	4,500,000	100.0	4,502,000	66.6		4,502,000	60.2
Offering to Prior Investors*	1,077,548	47.6			1,077,548	15.9	404,082	1,481,630	19.8
This Offering [3]	1,084,084	47.7			1,084,084	16.0	270,000	1,354,084	18.1
Edward and Mary Soliz (option)**	100,000	4.62			100,000	1.5	37,500	137,500	1.9
Totals	2,263,632	100.0	4,500,000	100.0	6,763,632	100.0	711,582	7,475,178	100.0

*The total equity the Company seeks to raise is $5,000,000. This chart assumes that all Prior Investors choose to reaffirm their original investment and purchase the total number of shares previously subscribed for.

**Assumes exercise of the options prior to the payment of the Class A Dividend.

13. **The Company amends the second paragraph under the heading "TERMS OF THE OFFERING—General" to read as follows:**

The Warrants are non-detachable, and may be exercised only by the holder of the Shares to which the Warrants are attached. This offering will terminate on March 13, 2008. The termination date may be extended by the Company in its discretion for an additional period not to exceed 90 days.

14. **The Company amends the first paragraph under the heading "TERMS OF THE OFFERING—How to Subscribe" to read as follows:**

To subscribe for Shares, you must complete, execute, and deliver an executed Subscription Agreement (attached as Exhibit C), and an Investor Questionnaire (attached as Exhibit D) to Randall Simonson at SEED Corporation, 4049 E. Presidio Street, #101, Mesa, Arizona 85215. Subject to our acceptance, your execution of the Subscription Agreement and Investor Questionnaire will constitute your agreement to the terms and conditions contained therein. We will advise you of our acceptance or rejection of the subscription as soon as practicable upon receipt or, at the latest, 30 business days after we receive the executed Subscription Agreement and Investor Questionnaire. You may not withdraw a Subscription Agreement or Investor Questionnaire once you deliver it to us.

15. **The Company adds the following subsection immediately following the subsection "—General" under the heading "TERMS OF OFFERING":**

Class A Share Dividend

Following the closing of the offering contemplated in this Memorandum, and subject to the additional conditions described below, the Company will declare a share dividend on the Company's Class A Common Stock that will entitle each holder of the Company's Class A Common Stock to receive one share of the Company's Class A Common Stock for each share of

Class A Common Stock held on the date of the dividend (the "Class A Dividend"). Because the Class A Dividend is subject to the conditions described below, there can be no assurance that the Company will issue the Class A Dividend.

Payment of the Class A Dividend will be subject to the fulfillment of several conditions. First, the Company will not declare the Class A Dividend unless and until all of the Prior Investors that elected rescission have been paid in full. See "TERMS OF OFFERING—Profile of Prior Investors."

Second, the Company will not declare the Class A Dividend until the offering described in this Memorandum has closed and the Company has received payment for the Shares. The Company reserves the right to close the offering described in this Memorandum at anytime regardless of whether the Company has sold the maximum number of Shares offered by this Memorandum.

Third, the Company's articles of incorporation provide that the Class B Shareholders are entitled to receive a corresponding dividend whenever the shareholders of another class receive a dividend. The Company will not declare the Class A Dividend until the Company's Class B Shareholders waive their right to receive a dividend. Currently, Randall and Marilyn Simonson own 100% of the Class B Shares. Randall and Marilyn have expressed their intent to waive their rights under the Company's articles of incorporation, but there can be no assurance that Randall and Marilyn will waive their rights.

Finally, Randall and Marilyn Simonson have committed to return 500,000 of their Class B Shares to the Company. The Company will not declare the Class A Dividend unless and until Randall and Marilyn Simonson retire 500,000 of their Class B Shares.

Subscription Agreement and Investor Questionnaire

Each person desiring to purchase Shares must complete both the revised Subscription Agreement in the form attached hereto and the Investor Questionnaire. Attached to this Supplement please find the revised Subscription Agreement and the Investor Questionnaire as Exhibit A and Exhibit B, respectively.

Name of Prospective Purchaser: Mike Angel
(Please Print)

State of Domicile: AZ.

Date: 3/17/08

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN. SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION 4049 East
Presidio Street, Suite 101 Mesa,
Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto as ***"Exhibit*** A", and certifies that either (**check only one**):

A. ☐ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☒ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☐ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____

_____

_____
(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

Name of Investor Completing Questionnaire:

☐ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement:

_____

_____

_____

(describe entity)

B. ☐ The undersigned is not an "Accredited Investor" but has provided a statement describing his/her knowledge and experience in financial and business matters, which is attached hereto. Kindly provide sufficient detail so that the Company's legal counsel may conclude that the undersigned is capable of evaluating the merits and risks of investment in the Company.

2. **Entity Type.** The undersigned is (check only one):

☐ An individual

☐ A corporation

☐ A partnership

☐ A trust

☐ Other:

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is:

_____

4. **Address.** The address of the undersigned is:

_____

_____

_____

The phone, fax and contact person (if an entity) are as follows:

Phone: _____

Fax: _____ E Mail: _____

Contact: _____

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's

investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: 3-17-08

Very truly yours,

Mike Angelo
Print Name of Investor

Signature

Print Title (if applicable)

Print Name of joint investor or other person whose signature is required

Signature

Print Title (if applicable)

Name of Investor Completing Questionnaire: Randall Iverson SEED.

SEED CORPORATION

NONDISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT

This Nondisclosure, Non-Circumvention and Non-Competition Agreement (hereinafter referred to as the "Agreement") is made and entered into by and among S.E.E.D. Corporation, an Arizona corporation (hereinafter referred to as "SEED"), and Randall D. Simonson, its president and Mike Angelo an individual, a business, affiliates, employees, officers, directors, shareholders, principals, brokers, associates, clients and other representatives (hereinafter collectively referred to as "Confidant"). This agreement is entered into and acknowledged this _____ day of 6-6-07, 2007 by the signatures of the parties hereto as signified by their respective signatures set forth below:

WITNESSETH THAT:

WHEREAS, Confidant does hereby represent and warrant that it has no interest in using any information it might hereby obtain to circumvent or compete against S.E.E.D. Corporation ((SEED); and

WHEREAS, Confidant and SEED do hereby acknowledge, admit and confess that the non-competition aspects of this Agreement are ancillary to the otherwise enforceable nondisclosure and non-circumvention aspects of this Agreement; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that this agreement contains reasonable limits as to time, geographical area and scope of activity to be restrained; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that any restraints imposed upon Confidant are not greater than is necessary to protect the goodwill and/or other interests of SEED; and

WHEREAS, SEED desires to provide Confidant with access to the subject information, but also desires that the information and records remain confidential and that Confidant not use any such information to circumvent or compete against SEED, or disseminate any such information to any third party or entity to enable them to circumvent or compete against SEED; and

WHEREAS, Confidant and SEED are entering into this Nondisclosure, Non-Circumvention and Non-Competition Agreement to evidence their understanding, agreements and covenants with respect to the examination of information which is to be disclosed by SEED; and

WHEREAS, Confidant and SEED do hereby agree that the recitations contained herein are contractual in nature and not mere recitations of fact:

NOW, THEREFORE, for and in consideration of the premises, recitations, agreements and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, admitted and confessed, SEED and Confidant do hereby agree as follows:

1. Confidant hereby acknowledges, admits and confesses that all of such covenants and agreements are necessary for the protection of the business of SEED and their information, and that any violation of the terms hereof by Confidant will result in irreparable harm to SEED and that any losses or damages resulting to SEED and/or its customers and suppliers from any breach of such agreements by Confidant may not be susceptible of determination, and that as a result, SEED may not have an adequate remedy at law for the redress of any such violation, and shall be entitled to injunction or other equitable relief without being required to post any bond. In the event, a court of competent jurisdiction nonetheless requires such a bond, it is expressly agreed that it shall not be required to be in an amount greater than fifty dollars ($50.00).

Initials _____

2. Confidant hereby acknowledges, admits and confesses that all of the covenants and agreements contained herein are necessary for the protection of their business, contacts, customers, clients, and potential purchasers, and that any violation of the terms hereof may result in losses or damages which may not be readily susceptible of determination. Consequently, Confidant hereby acknowledges, admits and confesses that it shall be liable to SEED, at SEED's sole and exclusive option, to liquidated damages in an amount equal to fifty-one percent (51%) of the consideration (whether in cash, interest(s), property or otherwise) acquired by Confidant in violation of the terms hereof.

3. Confidant and SEED affirm that the association and relationship between SEED and Confidant is one of trust and confidence and that such association and relationship would not have been offered or otherwise continued but for the fact that such trust and confidence had been reposed by SEED in Confidant. In view of said association and relationship, Confidant hereby promises and agrees that during said association and relationship and continuing for a period of twenty-four (24) months from the termination of said association and relationship, Confidant shall not in area of market coverage on behalf of anyone other than SEED, solicit or divert, or take away or attempt to take away from SEED or any of its affiliates, any customer or client of any of them with a competitive product, service or technology.

4. Unless otherwise agreed by SEED in writing, Confidant agrees that upon completion of its review of SEED's information and business records, Confidant will immediately surrender to all originals and all copies made of any of SEED's Information (confidential or otherwise), computer disks, cassettes, video cassettes, compact disks, papers, notes, documents, agreements, writings, software, equipment and other property given to Confidant or coming into Confidant's possession by, through, or as a result of its review of SEED's records. Confidant further expressly agrees, understands and acknowledges that, for purposes of this Agreement, all such materials are at all times the sole and exclusive property of SEED.

5. The failure of SEED to insist upon strict compliance by Confidant with one or more covenants and restrictions contained herein, whether on one or more occasions, shall not be construed as a waiver, nor shall such a course of action deprive SEED of the right thereafter to require strict compliance herewith. If the parties hereto waive any of the conditions, terms or provisions contained herein, or any of the duties or obligations of the other party hereunder, such waiver shall be effective only if in writing and signed by the party waiving any such item.

6. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, including, but not limited to, an action for injunctive relief and/or a suit for damages, SEED shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

7. The rights and remedies set forth in this Agreement are cumulative of all other rights and remedies existing at law or in equity, and shall not be deemed to deprive SEED of any such other legal or equitable right or remedy, by judicial proceedings or otherwise, necessary or appropriate to enforce the terms, provisions, conditions and covenants contained in this agreement, or the employment of any remedy hereunder, or otherwise, and shall not prevent the concurrent or subsequent employment of an other appropriate remedy or remedies.

8. If any agreement or restrictive covenant contained herein should be held by any court or other legal authority to be void or unenforceable in any respect, then this Agreement shall thereby be amended (without the need for any action by the parties) so as to bring it into conformity with applicable law. In other words, the matter which is adjudicated to be void or unenforceable shall be modified or severed out of this Agreement, and the other terms of this Agreement shall continue to be in full force and effect and govern the rights and obligations of the parties hereto.

Initials _____ / _____

9. No waiver, modification or amendment of the terms of this Agreement shall be of any force or effect unless made by an instrument in writing and executed by all parties hereto.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, AS. IN THE EVENT THAT ANY DISPUTE ARISES HEREUNDER, IT IS SPECIFICALLY STIPULATED THAT THE RIGHTS AND DUTIES OF THE PARTIES HERETO, AND THE VALIDITY, CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE INTERPRETED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ARIZONA AND THE UNITED STATES OF AMERICA.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, IN THE EVENT OF A DISPUTE ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE PARTIES HERETO IRREVOCABLY AGREE AND CONSENT IN ADVANCE TO ANY NECESSARY TRANSFERS OF VENUE, SO THAT VENUE FOR ANY SUCH DISPUTE SHALL LIE IN ANY COURT OF COMPETENT JURISDICTION IN ARIZONA.

DATE: 6-6-07

ACCEPTED BY:

Randall D. Simonson, President
S.E.E.D. Corporation

4049 Presidio
Mesa, Arizona 85215

Individual signature

[redacted]

Street Addresses

[redacted] AZ [redacted]

City State Zip

Tel: [redacted]

E-Mail: _____

Corporate acknowledgement (Name)

Authorized Signature for the Corporation

Title

Street Address

City State Zip

Tel: _____

Fax: _____

ACC002714
FILE #8228

S E E D
Sustainable Energy Efficient Development
"OUR NAME IS OUR MISSION"
CORPORATION

12 February 2008

Dear Michael Angelo,
As an initial investor in SEED Corporation, you have been issued Investor Warrants to purchase additional Shares as follows (the "Warrants"): a Warrant to purchase .5 (one-half) Shares at an exercise price of $4.50 per Share for a period of nine (9) months from the time of original purchase of the Shares; and (2) a second Warrant to purchase .25 (one-quarter) Shares at an exercise price of $4.75 per Share for a period of eleven (11) months from the original purchase of the Shares.

You purchased 11,765 Shares on June 21, 2007, which gives you the following purchase rights on or before the respective expiration dates:

Warrant Shares	Exercise Price	Expiration Date
5,883 Shares	$4.50 per Share	9 Months
2,941 Shares	$4.75 per Share	11 Months

For your convenience, I have attached a "Notice Of Exercise" form, which you will need to complete in order to exercise your Warrants.

Please read the enclosed PPM Supplement dated February 4, 2008 that supplements and amends the Private Placement Memorandum dated November 12, 2007, also enclosed, regarding the inclusion of any shares exercised being counted to receive Limited Dividend Shares.

The current Offering price is $5.00 per Share. Warrants are, for each 10,000 Shares purchased, the investor will receive warrants to purchase 5,000 additional Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Share purchase.

I have also enclosed your original SEED stock certificate. Please check to make sure we have your name correctly. The entire team at SEED thanks you for your support. We are proud to have you as a shareholder.

Sincerely,

Randall Simonson
President and CEO

SEED Corporation 4049 E. Presidio Street Suite # 101 Mesa, AZ 85215 T: 480-374-7400 F: 480-374-7445 WWW.SEED-CORP.COM

ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO. 2019

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 3-17-08

[redacted]
Address

[redacted] AZ [redacted]
Zip code

[redacted] [redacted]
Phone Cell Phone

(Offeree Signature)

Mike Angelo
(Please print name)

E-mail address

ACC002716
FILE #8228

ACKNOWLEDGEMENT OF RECEIPT OF
PRIVATE PLACEMENT MEMORANDUM NO. 2043

SEED CORPORATION
(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment, (b) understanding of all of the risks of such investment, and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of an investment in Shares, and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto, will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby, will not further distribute this Memorandum, and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 1-18-08

(Offeree Signature)

[redacted]

Address

Michael Angelo
(Please print name)

[redacted] AZ [redacted]

Zip code

Phone | Cell Phone | E-mail address

2000717.1/22796-001
DRAFT

ACC002717
FILE #8228

ROBERT ANDERSON

Confidential

EXHIBIT A

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby subscribes for and agrees to purchase the following securities of the Company pursuant to the terms of the Private Placement Memorandum of the Company dated November 12, 2007, as amended by that certain Supplement dated February 11th, 2008 (the "Memorandum"):

5000 shares of Class A Stock of the Company (the "Common Shares"), at a price per share of $5.00, such Common Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. For each 10,000 Common Shares purchased by the undersigned, the undersigned will receive warrants to purchase 5,000 additional Common Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Common Share purchase (the "Warrants"). The Common Shares and Warrants shall be referred to herein as the "Shares."

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $25000, representing $5.00 per share multiplied by the number of Common Shares.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

3. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

4. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

[SIGNATURE PAGE FOLLOWS]

investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: 6/10/08

Very truly yours,

Robert A. Anderson, Jr.
Print Name of Investor

Print Name of joint investor or other person whose signature is required

Signature

Signature

Print Title (if applicable)

Print Title (if applicable)

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this ___ day of _____, 2008.

_____
(Signature of Purchaser)

_____
(Name of Purchaser)

Accepted and agreed to this 11TH day of JUNE, 2008.

SEED Corporation

By: [signature]
Name: RANDALL SIMONSON
Title: PRESIDENT & CEO

PAID $25,000 [signature]

CONSENT OF SPOUSE:

I, Alice Franco-Anderson, spouse of [signature], acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), dated November 12, 2007, as amended by that certain Supplement dated ~~February~~ June 11, 2008, along with the accompanying Subscription Agreement and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement and Accredited Investor Questionnaire. I am aware that legal, financial and related matters contained in the Subscription Agreement and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the 11 day of June, 2008.

Signature: [signature]
Name: Robert A Anderson Jr

Name of Prospective Purchaser: Robert A. Anderson, Jr.
(Please Print)

State of Domicile: Arizona

Date: 6/6/08

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN. SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION
4049 East Presidio Street, Suite 101
Mesa, Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto *as "Exhibit A"*, and certifies that either (**check only one**):

A. ☐ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☒ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☐ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____

_____

_____

(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

☐ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement;

_____

_____

_____

(describe entity)

B. ☐ The undersigned is not an "Accredited Investor" but has provided a statement describing his/her knowledge and experience in financial and business matters, which is attached hereto. Kindly provide sufficient detail so that the Company's legal counsel may conclude that the undersigned is capable of evaluating the merits and risks of investment in the Company.

2. **Entity Type.** The undersigned is (check only one):

☒ An individual

☐ A corporation

☐ A partnership

☐ A trust

☐ Other:

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is:

[redacted]

4. **Address.** The address of the undersigned is:

[redacted] AZ [redacted]

The phone, fax and contact person (if an entity) are as follows:

Phone: [redacted]

Fax: [redacted] E Mail: [redacted]

Contact: Robert A. Anderson, Jr.

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's

S E E D
Sustainable Energy Efficient Development
"OUR NAME IS OUR MISSION"
CORPORATION

10 June 2008
Mr. Bob Anderson
Finance Specialist
Direct Pointe Financial Services
1879 Hwy 260, Suite C
P.O. Box 176
Heber, AZ 85928

Dear Bob,

Thank you for requesting our Executive Summary and Private Placement Memorandum. We at SEED are promoting what our name spells out: Sustainable Energy Efficient Development. We are a real estate based company that is promoting income producing projects encompassing Self Storage and File and Record Management Services, which are two businesses that yield the highest dollars per square foot.

I'll be giving you a call in a few days to answer any questions you may have, or in the interim, please feel free to call me direct on my cell phone at 602-531-5211.

Respectfully,

Randall Simonson
602-531-5211

ACC002725
FILE #8228

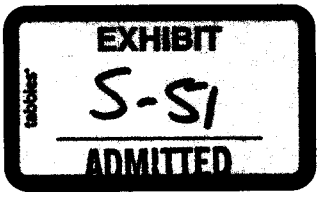
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARES SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 10,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 4th day of Aug, 2007

10,000 X $ 4.35 = $42,500
No. of Shares Subscribed for (Price Per Share) Total Subscription Price

10,000 0
(No. of Shares Paid for) (Balance of shares) not paid for

Check one of the following If the purchaser is an
☑ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as
☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Toni Brooks [redacted]
Please Print Names Social Security Number(s)

Toni Brooks
Signature of Purchaser

[redacted] [redacted]
Street Address City

Illinois [redacted]
State Zip code Date of birth

[redacted] [redacted] Shushed@ [redacted]
Phone number Cell phone email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust Federal Taxpayer I.D. No.

By: State of Organization

Name: Address

Title: Zip Code

Date:

SUBSCRIPTION ACCEPTED AND AGREED TO this 4 day of AUG., 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

B-2 DUPLICATE ORIGINAL

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EXHIBIT B

INVESTMENT ELECTION

The undersigned by signing below acknowledges that SEED Corporation, an Arizona corporation (the "Company"), has offered to the undersigned, on the terms and subject to the conditions set forth in the Company's Private Placement Memorandum dated October 30, 2007 (the "Memorandum"), the right to elect to: (i) reaffirm the undersigned's initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company to fully pay for such Shares, or (iii) rescind the undersigned's initial investment and receive a return of the full subscription price paid without interest.

The undersigned hereby elects to: **(CHOOSE ONLY ONE)**

JB Reaffirm the undersigned's initial investment in the Shares in the amount that has already been paid, or if fully paid, in the amount originally subscribed for. **If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents.**

_____ Reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, which the undersigned has not yet fully paid for. **If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents, and must remit funds to the Company sufficient to fulfill the obligation the undersigned originally subscribed for.**

_____ Rescind the undersigned's initial investment and receive a return of the full subscription price without interest. The undersigned by signing below agrees that, in consideration for the return of the full subscription price without interest, which the undersigned acknowledges is sufficient consideration, the undersigned (for himself, his agents, heirs, executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company, and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's investment in the Shares. The undersigned owns no other shares of the Company's capital stock, and holds no warrants, options or other rights to acquire any of the Company's equity securities in the future. The undersigned by signing below also acknowledges and agrees that this release is a general release, and further expressly waives any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

[SIGNATURES ON FOLLOWING PAGE]

INDIVIDUAL(S):

Signature: Toni Brooks

Name (Print): Toni Brooks

Date: 3-11-08

Signature: _____

Name (Print): _____

Date: _____

ENTITY:

Name of Entity: _____

Signature: _____

Name and Title of Signer (Print): _____

Date: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2007.

Signature: _____

Name: _____

EXHIBIT C

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

Mail to: Fennemore Craig, P.C.
Attention: Robert Pasionek
3003 N. Central Ave., Ste. 2600
Phoenix, Arizona 85012

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby rejects the rescission offer made by the Company in the Private Placement Memorandum dated October 30, 2007 (the "Memorandum") and subscribes for and agrees to purchase the following securities of the Company:

10,000 shares of Class A Stock of the Company (the "Shares"), at a price per share of $ 4.25, such Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price.

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $_____, representing $_____ per share multiplied by the number of Shares, less any amount previously remitted to the Company under the previous offering.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares,

including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

2. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

3. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

4. Release. The undersigned (for himself, his agents, heirs executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or

equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's original investment in the Shares. The undersigned by signing below also acknowledges and agrees that this is a general release, and further expressly waives and assumes the risk of any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this ___ day of _____, 2007.

Toni Brooks
(Signature of Purchaser)

Toni Brooks
(Name of Purchaser)

Accepted and agreed to this ____
day of _____, 2007.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, Terry Brooks, spouse of Toni Brooks, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the 11 day of March, 2008.

Signature: Terry Brooks
Name: Terry Brooks

EXHIBIT D

INVESTOR QUESTIONNAIRES

The undersigned person, desiring to acquire information in connection with a potential investment in SEED Corporation, an Arizona corporation (the "Company"), hereby completes and provides to the Company this Investor Questionnaire. **ALL INFORMATION WILL BE TREATED CONFIDENTIALLY.** Individuals, Entities and Equity Owners of Entities, as applicable, must provide all the information that follows in order to receive information about the Company. Attach additional sheets if necessary.

Special Instructions:

- **Individuals** should complete Sections 1 through 3 and Section 11 and should read Section 10.
- **Entities** should complete Sections 4 through 6 and Section 11 and should read Section 10.
- If necessary, the **Equity Owners of Entities** should complete Sections 7 through 9 and should read Section 10.

INDIVIDUAL INVESTOR INFORMATION (Sections 1 through 3) (to be completed only if the investor is an individual and will be holding the stock of the Company as an individual).

1. **Individual Investor(s).**

(A) Legal Name: Toni Brooks

(B) Mailing Address: [redacted] IL [redacted]

(C) Business Address: _____

(D) Business Telephone: (309 645-7167

(E) Occupation: President Thom. Brook, Inc

(F) Age: 53

(G) Marital Status: M

(H) Home Address (Complete only if different from either address above):

(I) Home Telephone: [redacted]

(J) Level of Education (check highest level completed):

High School _____ Bachelor's Degree ✓ Master's Degree _____

Doctorate _____ Professional Degree _____

Name of Investor Completing Questionnaire: Toni Brooks

- Individual Investors, continued –

(K) In which state(s) or province(s), if any, are you registered to vote?

Illinois

(L) In which state(s) or province(s), if any, do you presently hold a valid driver's license?

Illinois

(M) Please list your driver's license number(s).

[redacted]

2. **"Accredited" Status For Individual(s):**

(A) Does your individual net worth (inclusive of home, furnishings and automobiles) or the joint net worth of you and your spouse (if any), exceed $1,000,000 at the present time?

Yes ✓ No _____

(B) Did your individual income exceed $200,000, or did your joint income with your spouse, if any, exceed $300,000, in each of the past two years, and do you reasonably expect an income in excess of the same level this year?

(For this purpose, individual income is computed by adding the following items to adjusted gross income for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt securities, any losses allocated from a limited liability company, amounts contributed to an IRA or Keogh retirement plan and alimony payments.)

Yes _____ No ✓

Please list your annual income for the following years:

2005 _____

2006 _____

2007 (estimated) _____

(C) Are you a director, executive officer, or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company?

Yes _____ No ✓

3. **Individual Experience Questions.**

(A) Have you ever invested in a passive real estate investment?

Yes ✓ No _____

If yes, how many times? 12+

Name of Investor Completing Questionnaire: Toni Brooks

- Individual Experience Questions, continued -

(B) Have you ever sued a corporation, limited liability company, general partner, managing member or executive officer?

Yes _____ No _____

If yes, please explain in detail: _____

_____

_____

_____

ENTITY INFORMATION (Sections 4 through 6)

TO BE COMPLETED ON BEHALF OF _____ (THE "INVESTOR" OR THE "ENTITY").

4. **General Information**

(A) Name of Investor: _____

(B) Date of formation: _____

(C) Purpose of formation (please note particularly whether the purpose is to make this investment):

_____

_____

(D) State of formation: _____

(E) State of principal place of business: _____

(F) States in which Entity is qualified to do business:

_____

_____

(G) Mailing address:

_____

_____

(H) Business telephone: _____

(I) Number of members:

_____

Name of Investor Completing Questionnaire: _____

5. **Investment Authority**

The Entity may be required by the Company to provide information with respect to investment authority including, without limitation, corporate resolutions and an opinion of counsel.

6. **Accredited Investor Status**

Is the Entity an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act"), by virtue of being any of the following?

(A) A 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?

Yes _____ No _____

(B) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934?

Yes _____ No _____

(C) An insurance company as defined in Section 2(a)(13) of the Act?

Yes _____ No _____

(D) An investment company registered under the Investment Company Act of 1940?

Yes _____ No _____

(E) A business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940?

Yes _____ No _____

(F) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958?

Yes _____ No _____

(G) A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, which plan has total assets in excess of $5,000,000?

Yes _____ No _____

(H) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 and (a) the investment decision relating to the stock of the Company is being 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 (b) the plan has total assets in excess of $5,000,000, or (c) the plan is a self-directed plan with investment decisions made solely by persons who are accredited investors?

Yes _____ No _____

(I) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940?

Yes _____ No _____

Name of Investor Completing Questionnaire: _____

- Accredited Investor Status Continued -

(J) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring stock of the Company, with total assets in excess of $5,000,000?

Yes _____ No _____

(K) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring stock of the Company, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act?

Yes _____ No _____

(L) An entity, all of the equity owners of which are accredited investors because each such owner can answer "yes" to one or more of the foregoing questions or, if a natural person, to one or more of the questions set forth in Section 2(A), (B) or (C) of this Accredited Investor Questionnaire?

Yes _____ No _____

If you checked "Yes" to Section 6 only in subsection (L), please have each equity owner of the Entity (i.e., each member, shareholder, or other interest or unit holder) complete a copy of Sections 7, 8 and 9 of this Accredited Investor Questionnaire entitled "Equity Owner Information" on pages 6 to 9. (Please make additional copies of these sections as necessary.)

Otherwise, if you did not check "Yes" to Section 6 only in subsection (L), proceed to Section 10 and do not complete Sections 7, 8 or 9.

EQUITY OWNER INFORMATION (Sections 7 through 9) (to be completed only if the applicable entity is an accredited investor solely by virtue of the fact that all equity owners of such entity are accredited investors.)

TO BE COMPLETED BY EACH EQUITY OWNER (i.e., PARTNER, SHAREHOLDER, MEMBER, GRANTOR OR BENEFICIARY). (Please make additional copies for each equity owner as necessary.)

7. **General Information on Equity Owner**

Name: _____

Mailing Address: _____

_____

Business Telephone: (____) _____

8. **Personal Data (to be completed by Individuals only)**

Age: _____ Marital Status: _____

Home Address (Complete only if different from address above):

_____

_____

Home Telephone: (____) _____

Name of Investor Completing Questionnaire: _____

9. **"Accredited" Status of Equity Owner**
For Individuals:

(A) Does your individual net worth (inclusive of home, furnishings and automobiles) or the joint net worth of you and your spouse (if any), exceed $1,000,000 at the present time?

Yes _____ No _____

(B) Did your individual income exceed $200,000, or did your joint income with your spouse, if any, exceed $300,000, in each of the past two years, and do you reasonably expect an income in excess of the same level this year?

(For this purpose, individual income is computed by adding the following items to adjusted gross income for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt securities, any losses allocated from a limited liability company, amounts contributed to an IRA or Keogh retirement plan and alimony payments.)

Yes _____ No _____

(C) Are you a director, executive officer, or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company?

Yes _____ No _____

For Entities/Non-Individuals:

Are you:
(D) A 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?

Yes _____ No _____

(E) A broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934?

Yes _____ No _____

(F) An insurance company as defined in Section 2(a)(13) of the Act?

Yes _____ No _____

(G) An investment company registered under the Investment Company Act of 1940?

Yes _____ No _____

(H) A business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940?

Yes _____ No _____

(I) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958?

Yes _____ No _____

Name of Investor Completing Questionnaire: _____

- "Accredited" Status of Equity Owner, continued –

(J) A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, which plan has total assets in excess of $5,000,000?

Yes _____ No _____

(K) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 and (a) the investment decision is being 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 (b) the plan has total assets in excess of $5,000,000 or (c) the plan is a self-directed plan with investment decisions made solely by persons who are accredited investors?

Yes _____ No _____

(L) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940?

Yes _____ No _____

(M) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring stock of the Company, with total assets in excess of $5,000,000?

Yes _____ No _____

(N) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring stock of the Company, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act?

Yes _____ No _____

(O) An entity, all of the equity owners of which are accredited investors because each such owner can answer "yes" to one or more of the foregoing questions or, if a natural person, to one or more of the questions set forth in Section 2(A), (B) or (C) of this Accredited Investor Questionnaire?

Yes _____ No _____

If you checked "Yes" to Section 9 only in subsection (O), please have each equity owner of the applicable entity (i.e., each partner, shareholder, member, grantor or beneficiary) complete a copy of Sections 7, 8 and 9 of this Questionnaire entitled "Equity Owner Information" on pages 7 to 9. (Please make additional copies of these sections as necessary.)

Otherwise, if you did not check "Yes" to Section 9 only in subsection (O), proceed to Section 10 below.

10. **Representation and Warranty**. The undersigned hereby represents and warrants to the Company that (a) the information contained herein is complete and accurate and may be relied upon by the Company and (b) the undersigned will notify the Company immediately, of any material change in any of such information occurring prior to the acceptance or rejection of his, her or its subscription for Securities.

Name of Investor Completing Questionnaire: _____

11. **Number of Shares Subscribed**. In the prior offering by the Company, conducted approximately between June 2007 and August 2007, I subscribed for _____ Class A shares (please fill in number). In addition, in connection with my subscription I received warrants to purchase _____ Class A shares (please fill in number).

IN WITNESS WHEREOF, I have executed this Investor Questionnaire this _____day of _____, 2007.

_____

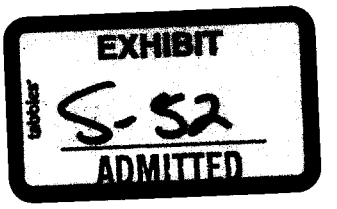
Name of Investor Completing Questionnaire: _____

ACC002746
FILE #8228

JOHN COOPER

EXHIBIT C

SUBSCRIPTION AGREEMENT



SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby subscribes for and agrees to purchase the following securities of the Company pursuant to the terms of the Private Placement Memorandum of the Company dated November 12, 2007 (the "Memorandum"):

10,000 shares of Class A Stock of the Company (the "Common Shares"), at a price per share of $5.00, such Common Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. For each 10,000 Common Shares purchased by the undersigned, the undersigned will receive warrants to purchase 5,000 additional Common Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Common Share purchase (the "Warrants"). The Common Shares and Warrants shall be referred to herein as the "Shares."

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $ 50,000.00, representing $5.00 per share multiplied by the number of Common Shares.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

Name of Investor Completing this Agreement: John A. Cooper

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

3. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

4. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

[SIGNATURE PAGE FOLLOWS]

Name of Investor Completing this Agreement: John A. Cooper

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 11 day of March, 2007. 2008

(Signature of Purchaser)

John A. Cooper
(Name of Purchaser)

Accepted and agreed to this 11
day of March, 2007. 2008

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement and Accredited Investor Questionnaire. I am aware that legal, financial and related matters contained in the Subscription Agreement and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2007.

Signature: _____
Name: _____

Name of Investor Completing this Agreement: _____

Name of Prospective Purchaser: John A. Cooper
(Please Print)

State of Domicile: CA.

Date: 3-11-2008

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN. SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION 4049 East
Presidio Street, Suite 101 Mesa,
Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto *as "Exhibit A"*, and certifies that either (**check only one**):

A. ☐ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☑ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☐ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____

_____

_____

(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

☐ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement;

_____

_____

_____

(describe entity)

B. ☐ The undersigned is not an "Accredited Investor" but has provided a statement describing his/her knowledge and experience in financial and business matters, which is attached hereto. Kindly provide sufficient detail so that the Company's legal counsel may conclude that the undersigned is capable of evaluating the merits and risks of investment in the Company.

2. **Entity Type.** The undersigned is (check only one):

☑ An individual

☐ A corporation

☐ A partnership

☐ A trust

☐ Other:

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is: [redacted]

4. **Address.** The address of the undersigned is:

[redacted]

[redacted] CA. [redacted]

The phone, fax and contact person (if an entity) are as follows:

Phone: [redacted]

Fax: [redacted] E Mail: COOP4728@[redacted]

Contact: John A. Cooper

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's

investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: 3-11-08

Very truly yours,

John A. Cooper
Print Name of Investor

Print Name of joint investor or other person whose signature is required

Signature

Signature

Print Title (if applicable)

Print Title (if applicable)

ACC002754
FILE #8228

ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO. 2059

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio; or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of an investment in Shares, and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 2-26-08

[redacted]

Address

[redacted] CA [redacted]

Zip code

Phone Cell Phone

(Offeree Signature)

John Cooper

(Please print name)

E-mail address

2000717.1/22796.001
DRAFT

EXHIBIT C

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby subscribes for and agrees to purchase the following securities of the Company pursuant to the terms of the Private Placement Memorandum of the Company dated November 12, 2007 (the "Memorandum"):

10,000 shares of Class A Stock of the Company (the "Common Shares"), at a price per share of $5.00, such Common Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. For each 10,000 Common Shares purchased by the undersigned, the undersigned will receive warrants to purchase 5,000 additional Common Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Common Share purchase (the "Warrants"). The Common Shares and Warrants shall be referred to herein as the "Shares."

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $50,000.00 representing $5.00 per share multiplied by the number of Common Shares.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares,

Name of Investor Completing this Agreement: _____

including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

3. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

4. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

[SIGNATURE PAGE FOLLOWS]

Name of Investor Completing this Agreement: _____

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 4th day of April, 2007.

(Signature of Purchaser)

Valerie M. Thompson, Authorized Representive
(Name of Purchaser)

Accepted and agreed to this ____
day of _____, 2007.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement and Accredited Investor Questionnaire. I am aware that legal, financial and related matters contained in the Subscription Agreement and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2007.

Signature: _____
Name: _____

Name of Investor Completing this Agreement: _____

EXHIBIT D

Name of Prospective Purchaser: John Cooper
(Please Print)

State of Domicile: California

Date: April 14, 2008

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN. SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

Name of Investor Completing this Agreement: _____

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION 4049 East
Presidio Street, Suite 101 Mesa,
Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto as *"Exhibit* A", and certifies that either (**check only one**):

A. ☐ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☑ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☐ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____

_____

_____
(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

Name of Investor Completing this Questionnaire: _____

☐ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement:

_____

_____

_____

(describe entity)

B. ☐ The undersigned is not an "Accredited Investor" but has provided a statement describing his/her knowledge and experience in financial and business matters, which is attached hereto. Kindly provide sufficient detail so that the Company's legal counsel may conclude that the undersigned is capable of evaluating the merits and risks of investment in the Company.

2. **Entity Type.** The undersigned is (check only one):

☐ An individual

☐ A corporation

☐ A partnership

☐ A trust

☑ Other: IRA

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is: [redacted]

4. **Address.** The address of the undersigned is:

[redacted]

[redacted] LA [redacted]

The phone, fax and contact person (if an entity) are as follows: Phone: [redacted]

Fax: [redacted] E Mail: _____

Contact: _____

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

Name of Investor Completing this Questionnaire: _____

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: 4-14-08

Very truly yours,

ENTRUST MID SOUTH LLC FBO:
JOHN Cooper IRA #[redacted]
Print Name of Investor

Signature

Authorized Representive
Print Title (if applicable) Entrust Mid South, LLC

Print Name of joint investor or other person whose signature is required

Signature

Print Title (if applicable)

NOTICE OF EXERCISE

TO: SEED CORPORATION

(1) The undersigned hereby elects to purchase 10,000 Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of lawful money of the United States.

(3) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

ENTRUST MID SOUTH LLC FBO:
JOHN COOPER IRA# [redacted]

The Warrant Shares shall be delivered to the following address by physical delivery of a certificate:

[redacted]
[redacted]
[redacted] LA [redacted]

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: ENTRUST MID SOUTH LLC
Signature of Authorized Signatory of Investing Entity: [signature]
Name of Authorized Signatory: Valerie M. Thompson
Title of Authorized Signatory: Authorized Representative
Date: 4/14/08

April 4, 2008

Randall D. Simonson
4049 E. Presidio St.
Suite 101
Mesa, AZ 85215

Re: **John Cooper Individual Retirement Account**

Dear Mr. Simonson:

Entrust Mid South has received instructions from the above referenced IRA holder concerning an investment in SEED Corp.

As this asset is to be held within an Individual Retirement Account, the following instructions must be followed to ensure compliance with both IRS requirements and Entrust Mid South, Inc. policy. ***Please initial all items in the spaces provided showing your intent to comply.***

Registration is to be:

Entrust Mid South, LLC FBO: John Cooper IRA# [redacted]
1605 Murray Street, Suite 210
Alexandria, LA 71301

Taxpayer Identification Number: [redacted]

Certificates and/or proof of ownership (showing the proper vesting) are to be held by Entrust Mid South, LLC

All payments, income, distributions and/or payoffs for this holding must be sent to Entrust Mid South, LLC. Under the Internal Revenue code, it is never acceptable to send funds directly to an IRA holder (or an IRA holder's nominee). Should that happen, you agree to indemnify Entrust Mid South, LLC. against any and all liability concerning IRS compliance.

If an IRA holder has any questions concerning the IRA (such as, but not limited to, payments, distributions, or fees), you agree to inform the IRA holder to contact Entrust Mid South, LLC. directly. ***Under no circumstances will third party inquiries be answered.***

You agree to provide Entrust Mid South, LLC with a fair market value (as defined in IRS Publication 590) by January 15th of each year.

You agree to honor all written instructions from Entrust Mid South, LLC concerning changes in asset registration.

You understand and agree that there may be no capital calls concerning this investment and that the IRA holder's risk is limited to the actual investment.

You agree to make potential investors aware that investments in Limited Partnerships or Limited Liability Companies may generate Unrelated Business Taxable Income, which is the responsibility of the IRA holder.

You agree as part of your Investor Suitability Process to determine if an IRA holder may be subject to Required Minimum Distributions and to have a written plan to deal with annual RMD payments.

You agree to inform the IRA holder that you have referred Entrust Mid South, LLC. as an accommodation and that Entrust Mid South neither endorses your product nor has received consideration.

You agree to provide potential investors with Subscription Documents (or alternately, with Private Placement Memorandums or any offering documents, as may be applicable). The Subscription Document must be signed off as having been "Read and Approved" by the IRA holder prior to receipt by Entrust Mid South, LLC. Until Entrust Mid South receives and reviews such documents, no decision will be made concerning whether an Entrust Mid South account holder may hold such an investment based on our understanding of Internal Revenue Code Section 4975.

You agree to inform Entrust Mid South, LLC promptly of any change in address, telephone number, or company status (such as bankruptcy filings, regulatory agency investigations or litigation.)

SEED CORP

Name of Investment

RANDALL SIMONSON

Printed Name of General Partner, Managing Member or Authorized Representative

Randall Simonson

Signature

4-5-08

Date

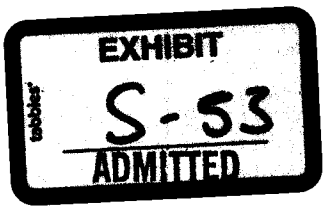
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 10,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and

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deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding

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obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

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Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this

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transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

X I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

Medy Davis 7

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In witness whereof, the Purchaser has executed this Subscription Agreement this 16 day of Aug, 2007

10,000	X	$4.25	=	42,500.00
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
10,000		42,500		0
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

ENTRUST MID South, LLC FBO: MADGE DAVIS IRA #[redacted]

Please Print Names as they are to be listed on the stock certificate

Signature of Purchaser

Social Security Number(s)

Street Address

City,

State

Zip code

Date of birth

Phone Number

Cell phone

Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

ENTRUST MID South LLC FBO: MADGE DAVIS IRA #[redacted]

Name or Partnership, Corporation or Trust

[redacted]

Federal Taxpayer I.D. No.

By: J O'M

LOUISIANA

State of Organization

Name: JERRY O PEARSON JR

Title: CEO/MANAGER

1605 MURRAY ST Ste 210

Address

Date: 8-16-07

ALEXANDRIA LA 71301

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 20 day of Aug., 2007

SEED CORPORATION

By: Randall Simonson

Randall Simonson, President

B-2

ORIGINAL
(COMPANY'S COPY)

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EXHIBIT C

SUBSCRIPTION AGREEMENT

Mail to: Fennemore Craig, P.C.
Attention: Robert Pasionek
3003 N. Central Ave., Ste. 2600
Phoenix, Arizona 85012

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby rejects the rescission offer made by the Company in the Private Placement Memorandum dated October 30, 2007 (the "Memorandum") and subscribes for and agrees to purchase the following securities of the Company:

10,000 shares of Class A Stock of the Company (the "Shares"), at a price per share of $4.25, such Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price.

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $_____, representing $_____ per share multiplied by the number of Shares, less any amount previously remitted to the Company under the previous offering.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

DEC 3, 2007
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(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

2. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

3. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

4. Release. The undersigned (for himself, his agents, heirs executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's original investment in the Shares. The undersigned by signing below also acknowledges and agrees that this is a general release, and further expressly waives and assumes the risk of any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

DEC 31 2007
NOV. 2[illegible] 200[illegible]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 29 day of November, 2007.

Madge Davis
(Signature of Purchaser)

Madge Davis
(Name of Purchaser)

Accepted and agreed to this 29th day of November 2007.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2007.

Signature: _____
Name: _____

DEC 3 NOV 2

EXHIBIT D

INVESTOR QUESTIONNAIRES

The undersigned person, desiring to acquire information in connection with a potential investment in SEED Corporation, an Arizona corporation (the "Company"), hereby completes and provides to the Company this Investor Questionnaire. **ALL INFORMATION WILL BE TREATED CONFIDENTIALLY.** Individuals, Entities and Equity Owners of Entities, as applicable, must provide all the information that follows in order to receive information about the Company. Attach additional sheets if necessary.

Special Instructions:

- **Individuals** should complete Sections 1 through 3 and Section 11 and should read Section 10.
- **Entities** should complete Sections 4 through 6 and Section 11 and should read Section 10.
- If necessary, the **Equity Owners of Entities** should complete Sections 7 through 9 and should read Section 10.

INDIVIDUAL INVESTOR INFORMATION (Sections 1 through 3) (to be completed only if the investor is an individual and will be holding the stock of the Company as an individual).

1. **Individual Investor(s).**

(A) Legal Name: Madge Davis

(B) Mailing Address: [redacted]

[redacted], CA [redacted]

(C) Business Address: _____

_____

(D) Business Telephone: (___) _____

(E) Occupation: _____

(F) Age: _____

(G) Marital Status: _____

(H) Home Address (Complete only if different from either address above):

_____

_____

(I) Home Telephone: [redacted]

(J) Level of Education (check highest level completed):

High School _____ Bachelor's Degree X Master's Degree _____

Doctorate _____ Professional Degree _____

Name of Investor Completing Questionnaire: Madge Davis

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- Individual Investors, continued –

(K) In which state(s) or province(s), if any, are you registered to vote?

California

(L) In which state(s) or province(s), if any, do you presently hold a valid driver's license?

California

(M) Please list your driver's license number(s).

[redacted]

2. **"Accredited" Status For Individual(s):**

(A) Does your individual net worth (inclusive of home, furnishings and automobiles) or the joint net worth of you and your spouse (if any), exceed $1,000,000 at the present time?

Yes X No _____

(B) Did your individual income exceed $200,000, or did your joint income with your spouse, if any, exceed $300,000, in each of the past two years, and do you reasonably expect an income in excess of the same level this year?

(For this purpose, individual income is computed by adding the following items to adjusted gross income for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt securities, any losses allocated from a limited liability company, amounts contributed to an IRA or Keogh retirement plan and alimony payments.)

Yes _____ No _____

Please list your annual income for the following years:

2005 _____

2006 _____

2007 (estimated) _____

(C) Are you a director, executive officer, or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company?

Yes _____ No _____

3. **Individual Experience Questions.**

(A) Have you ever invested in a passive real estate investment?

Yes X No _____

If yes, how many times? 2

Name of Investor Completing Questionnaire: Madge Davis

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DEC 3 2007
NOV. 2 2007

- Individual Experience Questions, continued -

(B) Have you ever sued a corporation, limited liability company, general partner, managing member or executive officer?

Yes _____ No X

If yes, please explain in detail: _____

_____

_____

_____

ENTITY INFORMATION (Sections 4 through 6)

TO BE COMPLETED ON BEHALF OF _____ (THE "INVESTOR" OR THE "ENTITY").

4. **General Information**

(A) Name of Investor: _____

(B) Date of formation: _____

(C) Purpose of formation (please note particularly whether the purpose is to make this investment):

_____

_____

(D) State of formation: _____

(E) State of principal place of business: _____

(F) States in which Entity is qualified to do business:

_____

_____

(G) Mailing address:

_____

_____

(H) Business telephone: _____

(I) Number of members:

_____

5. **Investment Authority**

Name of Investor Completing Questionnaire: Madge Davis

DEC 3 2002

NOV 2 2002

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The Entity may be required by the Company to provide information with respect to investment authority including, without limitation, corporate resolutions and an opinion of counsel.

6. **Accredited Investor Status**

Is the Entity an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act"), by virtue of being any of the following?

(A) A 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?

Yes _____ No _____

(B) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934?

Yes _____ No _____

(C) An insurance company as defined in Section 2(a)(13) of the Act?

Yes _____ No _____

(D) An investment company registered under the Investment Company Act of 1940?

Yes _____ No _____

(E) A business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940?

Yes _____ No _____

(F) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958?

Yes _____ No _____

(G) A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, which plan has total assets in excess of $5,000,000?

Yes _____ No _____

(H) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 and (a) the investment decision relating to the stock of the Company is being 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 (b) the plan has total assets in excess of $5,000,000, or (c) the plan is a self-directed plan with investment decisions made solely by persons who are accredited investors?

Yes _____ No _____

(I) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940?

Yes _____ No _____

- Accredited Investor Status Continued -

Name of Investor Completing Questionnaire: Madge Davis

DEC 3 NOV 2

(J) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring stock of the Company, with total assets in excess of $5,000,000?

Yes _____ No _____

(K) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring stock of the Company, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act?

Yes _____ No _____

(L) An entity, all of the equity owners of which are accredited investors because each such owner can answer "yes" to one or more of the foregoing questions or, if a natural person, to one or more of the questions set forth in Section 2(A), (B) or (C) of this Accredited Investor Questionnaire?

Yes _____ No _____

If you checked "Yes" to Section 6 only in subsection (L), please have each equity owner of the Entity (i.e., each member, shareholder, or other interest or unit holder) complete a copy of Sections 7, 8 and 9 of this Accredited Investor Questionnaire entitled "Equity Owner Information" on pages 6 to 9. (Please make additional copies of these sections as necessary.)

Otherwise, if you did not check "Yes" to Section 6 only in subsection (L), proceed to Section 10 and do not complete Sections 7, 8 or 9.

EQUITY OWNER INFORMATION (Sections 7 through 9) (to be completed only if the applicable entity is an accredited investor solely by virtue of the fact that all equity owners of such entity are accredited investors.)

TO BE COMPLETED BY EACH EQUITY OWNER (i.e., PARTNER, SHAREHOLDER, MEMBER, GRANTOR OR BENEFICIARY). (Please make additional copies for each equity owner as necessary.)

7. **General Information on Equity Owner**

Name: _____

Mailing Address: _____

_____

Business Telephone: (___) _____

8. **Personal Data (to be completed by Individuals only)**

Age: _____ Marital Status: _____

Home Address (Complete only if different from address above):

_____

_____

Home Telephone: (___) _____

9. **"Accredited" Status of Equity Owner**
For Individuals:

Name of Investor Completing Questionnaire: Madge Davis

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(A) Does your individual net worth (inclusive of home, furnishings and automobiles) or the joint net worth of you and your spouse (if any), exceed $1,000,000 at the present time?

Yes _____ No _____

(B) Did your individual income exceed $200,000, or did your joint income with your spouse, if any, exceed $300,000, in each of the past two years, and do you reasonably expect an income in excess of the same level this year?

(For this purpose, individual income is computed by adding the following items to adjusted gross income for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt securities, any losses allocated from a limited liability company, amounts contributed to an IRA or Keogh retirement plan and alimony payments.)

Yes _____ No _____

(C) Are you a director, executive officer, or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company?

Yes _____ No _____

For Entities/Non-Individuals:

Are you:

(D) A 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?

Yes _____ No _____

(E) A broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934?

Yes _____ No _____

(F) An insurance company as defined in Section 2(a)(13) of the Act?

Yes _____ No _____

(G) An investment company registered under the Investment Company Act of 1940?

Yes _____ No _____

(H) A business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940?

Yes _____ No _____

(I) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958?

Yes _____ No _____

- "Accredited" Status of Equity Owner, continued –

Name of Investor Completing Questionnaire: Madge Davis

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NOV 2[illegible]

(J) A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, which plan has total assets in excess of $5,000,000?

Yes _____ No _____

(K) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 and (a) the investment decision is being 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 (b) the plan has total assets in excess of $5,000,000 or (c) the plan is a self-directed plan with investment decisions made solely by persons who are accredited investors?

Yes _____ No _____

(L) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940?

Yes _____ No _____

(M) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring stock of the Company, with total assets in excess of $5,000,000?

Yes _____ No _____

(N) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring stock of the Company, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act?

Yes _____ No _____

(O) An entity, all of the equity owners of which are accredited investors because each such owner can answer "yes" to one or more of the foregoing questions or, if a natural person, to one or more of the questions set forth in Section 2(A), (B) or (C) of this Accredited Investor Questionnaire?

Yes _____ No _____

If you checked "Yes" to Section 9 only in subsection (O), please have each equity owner of the applicable entity (i.e., each partner, shareholder, member, grantor or beneficiary) complete a copy of Sections 7, 8 and 9 of this Questionnaire entitled "Equity Owner Information" on pages 7 to 9. (Please make additional copies of these sections as necessary.)

Otherwise, if you did not check "Yes" to Section 9 only in subsection (O), proceed to Section 10 below.

10. **Representation and Warranty**. The undersigned hereby represents and warrants to the Company that (a) the information contained herein is complete and accurate and may be relied upon by the Company and (b) the undersigned will notify the Company immediately, of any material change in any of such information occurring prior to the acceptance or rejection of his, her or its subscription for Securities.

Name of Investor Completing Questionnaire: Madge Davis

DEC 3 [illegible]

NOV 2[illegible]

11. **Number of Shares Subscribed**. In the prior offering by the Company, conducted approximately between June 2007 and August 2007, I subscribed for 10,000 (IRA) Class A shares (please fill in number). In addition, in connection with my subscription I received warrants to purchase 1200 Class A shares (please fill in number).

IN WITNESS WHEREOF, I have executed this Investor Questionnaire this 29 day of Novemember 2007.

Name of Investor Completing Questionnaire: _____

DEC 3
NOV 2 2007

Marilyn Simonson

From: JOHNSON, HOLLY [HJOHNSON@FCLAW.COM]
Sent: Tuesday, December 11, 2007 3:37 PM
To: rsimonson@azseedcorp.com; Marilyn Simonson; skeller CRD
Subject: SEED investor Madge Davis Investor Election Changes
Attachments: Madge Davis.pdf

Dear Mr. Simonson, Mrs. Simonson and Mr. Keller:

I am writing to make sure that you are aware that on November 30th Madge Davis emailed Bob Pasionek notifying him that she was changing her original 11/6/07 investment election. She has decided to rescind 1,200 shares and reaffirm 10,000 shares through her IRA. The email Mr. Pasionek received from her is below. I have emailed Ms. Davis new investment election forms to sign to memoralize her elections and will forward them on to you once I receive them back.

I hope you are all doing well. If you have any questions, please let us know.

Holly Johnson
Legal Assistant to Robert A. Pasionek
602.916.5110
hjohnson@fclaw.com

From: JOHNSON, HOLLY
Sent: Tuesday, December 11, 2007 3:28 PM
To: 'jamtrinny@[redacted]
Cc: PASIONEK, ROBERT
Subject: New SEED Investment Election Forms Attached

Dear Ms. Davis,

Bob Pasionek requested I contact you regarding the email you sent to him on November 30th regarding the changes to your SEED investment election options. On November 13th, we received an Investment Election form from you reaffirming all of your SEED investments. On November 30th, you elected to change that to only keeping 10,000 of your IRA shares. As such, I have attached the following documents for your signature to memoralize your new elections:

1. Investment Election form rescinding 1,200 shares. Please sign and inital where indicated.

2. Investment Election form reaffirming 10,000 shares.

3. Subscription Agreement for the reaffirmed 10,000 shares.

Please sign and/or intial each document where indicated and return them to me via email, facsimile or regular mail at your earliest convenience.

If you have any questions or concerns, do not hesitate to call.

ACC002784
FILE #8228

Sincerely,

Holly Johnson
Legal Assistant to Robert A. Pasionek
Fennemore Craig, P.C.
3003 N. Central Ave., Suite 2600
Phoenix, AZ 85012
602.916.5110
602.916.5609 facsimile
hjohnson@fclaw.com

From: Madge Davis [mailto:jamtrinny@[redacted]
Sent: Friday, November 30, 2007 1:29 PM
To: PASIONEK, ROBERT
Subject:

Dear Mr Pasionek,

I have decided to rescind my investment shares, the 1200 Class A Stock of SEED Company, that I purchased outside of my IRA. That amount was for a total of $5100.00.

I plan to continue with the other investment of 10,000 shares, which is through my IRA.

Respectfully,

Madge Davis

Never miss a thing. Make Yahoo your homepage.

www.fennemorecraig.com

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that, to the extent this communication (or any attachment) addresses any tax matter, it was not written to be (and may not be) relied upon to (i) avoid tax-related penalties under the Internal Revenue Code, or (ii) promote, market or recommend to another party any transaction or matter addressed herein (or in any such attachment). For additional information regarding this disclosure please visit our web site.

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No virus found in this incoming message.
Checked by AVG Free Edition.
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ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO. 2040

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 1/15/08

[redacted]

Address

[redacted] CA [redacted]

Zip code

[redacted]

Phone

Cell Phone

E-mail address

(Offeree Signature)

Madge Davis

(Please print name)

ACC002787
FILE #8228

HULDAH DONALDSON

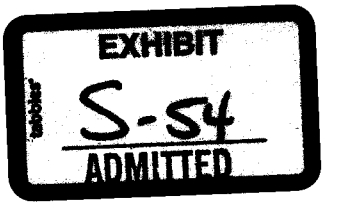
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 1764 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and

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deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding

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obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

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Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this

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transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

HD HLD ✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 15 day of AUGUST, 2007

1,764. (No. of Shares Subscribed for)	X	$4.25 (Price Per Share)	=	$ 7497.00 (Total Subscription Price)
1,764 (No. of Shares Paid for)		(Amount of Paid for Shares)		-0- (Balance of subscribed shares)

Check one of the following if the purchaser is an

INDIVIDUAL, if purchased as JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Please Print Names as they are to be listed on the stock certificate

Prince L Donaldson
Huldah S Donaldson
Signature of Purchaser

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City,

CA.
State

[redacted]
Zip code

Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

[redacted]
Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name

Federal Taxpayer I.D. No.

By:

HULDAH S. DONALDSON
PRINCE L. DONALDSON
[redacted], CA [redacted]

11-4288 4234
1210
1000486801

1468

Date 08-15-08

Name:

Title:

Pay to the Order of SEED CORPORATION $ 7,497 XX/100

Date:

SEVENTY FOUR HUNDRED, NINETY SEVEN & NO/100 Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
California
wellsfargo.com

SUBS

Memo "SEED" / INNESTMENT H-Donaldson

SEED

⑆12104288⑆ [redacted] 86801⑈ 01468

By:

Randall Simonson, President

B-2

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(COMPANY'S COPY)

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ACKNOWLEDGEMENT OF RECEIPT OF
PRIVATE PLACEMENT MEMORANDUM NO. 2049

SEED CORPORATION
(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment, (b) understanding of all of the risks of such investment, and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of an investment in Shares, and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto, will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby, will not further distribute this Memorandum, and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 2-13-08

(Offeree Signature)

[redacted]

Address

Huldah Donaldson

(Please print name)

[redacted] CA [redacted]

Zip code

Phone | Cell Phone | E-mail address

2000717.1/22796.001
DRAFT

ACC002796
FILE #8228

16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

HD HD ✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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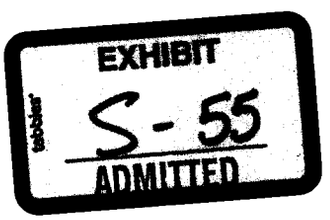
SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 2,400 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and

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deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding

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obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

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Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this

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transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 13 day of Aug, 2007

2,400	X	$4.25	=	10,200.00
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
2,400		425		-0-
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as

☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

ENTRUST MID SOUTH LLC FBO: ROY CORNETT IRA# [redacted]

Please Print Names as they are to be listed on the stock certificate

Signature of Purchaser

Social Security Number(s)

Street Address

City,

State

Zip code

Date of birth

Phone Number

Cell phone

Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

ENTRUST MID SOUTH LLC FBO ROY CORNETT IRA# [redacted]

Name or Partnership, Corporation or Trust

[redacted]

Federal Taxpayer I.D. No.

By: [signature]

LOUISIANA

State of Organization

Name: JERRY O PEARSON JR

Title: CEO/MANAGER

1605 MURRAY ST Ste 210

Address

Date: 8-14-07

ALEXANDRIA LA 71301

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 15 day of Aug., 2007

SEED CORPORATION

By: [signature]

Randall Simonson, President

B-2

ORIGINAL
(COMPANY'S COPY)

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ACKNOWLEDGEMENT OF RECEIPT OF
PRIVATE PLACEMENT MEMORANDUM NO. 2056

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters, is capable of evaluating the merits and risks of an investment in Shares, and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto, will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby, will not further distribute this Memorandum, and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 2-25-08

(Offeree Signature)

[redacted]

Address

Ray Cornett

(Please print name)

Entrust Mid South LLC

[redacted] LA [redacted]

Zip code

#[redacted]

Phone

Cell Phone

E-mail address

2000717.1/22796.001
DRAFT

ACC002806
FILE #8228

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Suite 101
Mesa, Arizona 85215

Mail to:
SEED Corporation
4049 East Presidio Street
Suite 101
Mesa, Arizona 85215

1. Prior Offering. Pursuant to the Private Placement Memorandum dated October 30, 2007 (the "Memorandum") of SEED Corporation, an Arizona corporation (the "Company") the undersigned was offered the right to elect to: (i) reaffirm the undersigned's initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company to fully pay for such Shares, or (iii) rescind the undersigned's initial investment and receive a return of the full subscription price paid without interest. The deadline for making the above described election was November 30, 2007. Investors who did not respond to the offering described in the Memorandum by such deadline were deemed to have made the election described above in Section 1(iii). The undersigned acknowledges that he or she made the election set forth in Section 1(iii) above by either notifying the Company of such election or by failing to respond to the offering by November 30, 2007, thereby being deemed to have made such election. By executing this Subscription Agreement, the undersigned hereby terminates the election described in Section 1(iii) and hereby elects to **(CHOOSE ONLY ONE)**:

✓ Reaffirm the undersigned's initial investment in the Shares in the amount that has already been paid, or if fully paid, in the amount originally subscribed for. **If the undersigned elects this option, the undersigned also must complete and execute this Subscription Agreement, Accredited Investor Questionnaire, and any related documents.**

____ Reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, which the undersigned has not yet fully paid for. **If the undersigned elects this option, the undersigned also must complete and execute this Subscription Agreement, Accredited Investor Questionnaire, and any related documents, and must remit funds to the Company sufficient to fulfill the obligation the undersigned originally subscribed for.**

BY MAKING ONE OF THE ABOVE ELECTIONS, THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT ALL PREVIOUS COMMUNICATIONS AND ELECTIONS WITH RESPECT TO THE FOREGOING ARE HEREBY SUPERSEDED.

2. Subscription. The undersigned, desiring to invest in the Company, hereby rejects the rescission offer made by the Company in the Memorandum and subscribes for and agrees to purchase the following securities of the Company:

2400 shares of Class A Stock of the Company, at a price per share of $_____, such Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. The number of Shares set forth in the preceding sentence must be less than or equal to the number Shares for which the undersigned originally subscribed.

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $_____, representing $_____ per share multiplied by the number of Shares, less any amount previously remitted to the Company under the previous offering.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

3. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

4. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

4. Release. The undersigned (for himself, his agents, heirs executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's original investment in the Shares. The undersigned by signing below also acknowledges and agrees that this is a general release, and further expressly waives and assumes the risk of any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 28 day of MAY, 2008.

(Signature of Purchaser)

Entrust mid South LLC FBO:
Roy Cornett IRA [redacted]

(Name of Purchaser)

Accepted and agreed to this ____
day of _____, 2008.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2008.

Signature: _____
Name: _____

Name of Prospective Purchaser: ENTRUST MID SOUTH LLC FBO: ROY CORNETT IRA# [redacted]
(Please Print)

State of Domicile: LOUISIANA

Date: 5-28-08

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN. SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION 4049 East
Presidio Street, Suite 101 Mesa,
Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto *as* ***"Exhibit A"***, and certifies that either (**check only one**):

A. ☐ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☑ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☐ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____

_____

_____

(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

☐ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement:

_____

_____

_____

(describe entity)

B. ☐ The undersigned is not an "Accredited Investor" but has provided a statement describing his/her knowledge and experience in financial and business matters, which is attached hereto. Kindly provide sufficient detail so that the Company's legal counsel may conclude that the undersigned is capable of evaluating the merits and risks of investment in the Company.

2. **Entity Type.** The undersigned is (check only one):

☐ An individual

☐ A corporation

☐ A partnership

☐ A trust

☑ Other: IRA

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is:

[redacted]

4. **Address.** The address of the undersigned is:

[redacted]

[redacted] LA [redacted]

The phone, fax and contact person (if an entity) are as follows:

Phone: [redacted]

Fax: [redacted] E Mail: _____

Contact: _____

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's

investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: May 28, 2008

Very truly yours,

ENTRUST NTD South LLC FBO:
ROY CORVETT IRA# [redacted]

Print Name of Investor

Signature

Print Title (if applicable)

Print Name of joint investor or other person whose signature is required

Signature

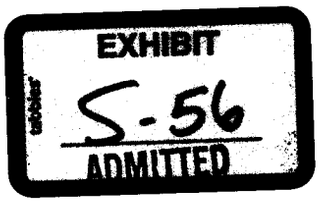
Print Title (if applicable)

READ & APPROVED
Date: 5/19/08

ACC002814
FILE #8228

MIKE DAPRON

ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO. 2072



SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 3-7-08

[redacted] CA

Address

[redacted]

Zip code

[redacted] [redacted]

Phone Cell Phone

(Offeree Signature)

(Please print name)

CLASSICMIKE0C[redacted]

E-mail address

ACC002815
FILE #8228

2000717.1/22796.001
DRAFT

EXHIBIT C

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby subscribes for and agrees to purchase the following securities of the Company pursuant to the terms of the Private Placement Memorandum of the Company dated November 12, 2007 (the "Memorandum"):

10,000 shares of Class "B" NPO Stock of the Company (the "Common Shares"), at a price per share of $5.00, such Common Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. For each 10,000 Common Shares purchased by the undersigned, the undersigned will receive warrants to purchase 5,000 additional Common Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Common Share purchase (the "Warrants"). The Common Shares and Warrants shall be referred to herein as the "Shares."

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $ BOAT, representing $5.00 per share multiplied by the number of Common Shares.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

Name of Investor Completing this Agreement: Michael Olson

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

3. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

4. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

[SIGNATURE PAGE FOLLOWS]

Name of Investor Completing this Agreement: Michael O'Rourke

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 7 day of MARCH, ~~2007.~~ 2008

Michael O'Sullivan
(Signature of Purchaser)

(Name of Purchaser)

Accepted and agreed to this ____
day of _____, 2007.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, NONE, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement and Accredited Investor Questionnaire. I am aware that legal, financial and related matters contained in the Subscription Agreement and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the 7 day of MARCH, ~~2007.~~ 2008

Signature: _____
Name: _____

Name of Investor Completing this Agreement: Michael O'Sullivan

Name of Prospective Purchaser: MICHAEL DAPRON
(Please Print)

State of Domicile: CALIFORNIA

Date: 3-7-08

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN. SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION 4049 East
Presidio Street, Suite 101 Mesa,
Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto *as "Exhibit A"*, and certifies that either (**check only one**):

A. ☐ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☒ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☐ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____
_____
_____
(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

MICHAEL DAPRON

Name of Investor Completing Questionnaire: Michael Dapron

☐ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement;

_____

_____

_____

(describe entity)

B. ☐ The undersigned is not an "Accredited Investor" but has provided a statement describing his/her knowledge and experience in financial and business matters, which is attached hereto. Kindly provide sufficient detail so that the Company's legal counsel may conclude that the undersigned is capable of evaluating the merits and risks of investment in the Company.

2. **Entity Type.** The undersigned is (check only one):

☒ An individual

☐ A corporation

☐ A partnership

☐ A trust

☐ Other:

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is:

[redacted]

4. **Address.** The address of the undersigned is:

[redacted]

[redacted], CALIF

[redacted]

The phone, fax and contact person (if an entity) are as follows:

Phone: [redacted]

Fax: [redacted] E Mail: CLASSICMIKED[redacted]

Contact: _____

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's

MICHAEL DAPRON

Name of Investor Completing Questionnaire: Michael Dapron

investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: 3-7-08

Very truly yours,

MICHAEL DA PRON
Print Name of Investor

Print Name of joint investor or other person whose signature is required

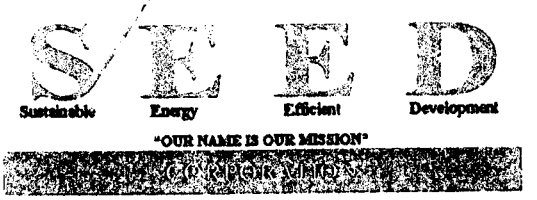
Michael Da Pron
Signature

Signature

Print Title (if applicable)

Print Title (if applicable)

ACC002823
FILE #8228



3 March 2008
Mike DaPron
[redacted]
[redacted] CA [redacted]

Dear Mike,

Thank you for requesting our Executive Summary and Private Placement Memorandum. We at SEED are promoting what our name spells out: Sustainable Energy Efficient Development. We are a real estate based company that is promoting income producing projects encompassing Self Storage and File and Record Management Services, which are two businesses that yield the highest dollars per square foot.

I'll be giving you a call in a few days to answer any questions you may have, or in the interim, please feel free to call me direct on my cell phone at 602-531-5211.

Respectfully,

Randall Simonson

Randall Simonson
602-531-5211

[redacted]

SCOTT DAPRON

Name of Prospective Purchaser: Scott Da Pron
(Please Print)

State of Domicile: CA

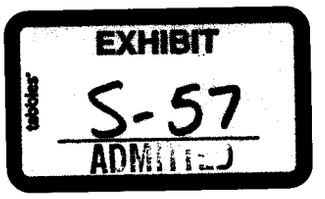
Date: 16 April 2008

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN. SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.



SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION 4049 East
Presidio Street, Suite 101 Mesa,
Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto *as* ***"Exhibit A"***, and certifies that either (**check only one**):

A. ☐ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☒ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☐ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____

_____

_____

(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

☐ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement;

_____

_____

_____

(describe entity)

B. ☒ The undersigned is not an "Accredited Investor" but has provided a statement describing his/her knowledge and experience in financial and business matters, which is attached hereto. Kindly provide sufficient detail so that the Company's legal counsel may conclude that the undersigned is capable of evaluating the merits and risks of investment in the Company.

2. **Entity Type.** The undersigned is (check only one):

☒ An individual

☐ A corporation

☐ A partnership

☐ A trust

☐ Other:

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is:

[redacted]

4. **Address.** The address of the undersigned is:

SCOTT DARRON

[redacted] AZ [redacted]

The phone, fax and contact person (if an entity) are as follows:

Phone: [redacted]

Fax: _____ E Mail: J_DARRON + [redacted]

Contact: _____

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's

investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: _____

Very truly yours,

SCOTT DA PRON
Print Name of Investor

Scott DaPron
Signature

Print Title (if applicable)

Print Name of joint investor or other person whose signature is required

Signature

Print Title (if applicable)

EXHIBIT C

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby subscribes for and agrees to purchase the following securities of the Company pursuant to the terms of the Private Placement Memorandum of the Company dated November 12, 2007 (the "Memorandum"):

_____ shares of Class A Stock of the Company (the "Common Shares"), at a price per share of $5.00, such Common Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. For each 10,000 Common Shares purchased by the undersigned, the undersigned will receive warrants to purchase 5,000 additional Common Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Common Share purchase (the "Warrants"). The Common Shares and Warrants shall be referred to herein as the "Shares."

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $_____, representing $5.00 per share multiplied by the number of Common Shares.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

3. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

4. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

[SIGNATURE PAGE FOLLOWS]

Name of Investor Completing this Agreement: _____

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this ___ day of _____, 2007.

Scott DaPron
(Signature of Purchaser)

SCOTT DAPRON
(Name of Purchaser)

Accepted and agreed to this ____
day of _____, 2007.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE

I, Inger DaPron, spouse of Scott DaPron, ~~ac~~knowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement and Accredited Investor Questionnaire. I am aware that legal, financial and related matters contained in the Subscription Agreement and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the 17 day of April, ~~2007~~. 2008

Signature: Leah M Linnihan
Name: Leah M Linnihan

STATE OF ARIZONA }
COUNTY OF } ss.

This instrument was acknowledged before me this 17 day of April by Inger DaPron

In witness whereof I hereunto set my hand and official seal

Leah M Linnihan NOTARY PUBLIC

Name of Investor Completing this Agreement: _____

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ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARES SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215

EXHIBIT
S-58
ADMITTED

Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of ~~up to~~ 6,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

√ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 17 day of July, 2007

6,000 X $ 4.25 = $25,500.00
No. of Shares Subscribed for (Price Per Share) Total Subscription Price

6,000 (No. of Shares Paid for) (Balance of shares not paid for (A)) 1/3 to Michael P. Filla, (Son) [redacted] WI [redacted]
1/3 to Neal M. Filla, Son, [redacted] MN [redacted]
1/3 to Quinn Filla, Son, [redacted], CO [redacted]

Check one of the following If the purchaser is an (A) By

☒ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Barbara A. Filla
Please Print Names

[redacted]
Social Security Number(s)

Barbara A. Filla
Signature of Purchaser

[redacted]
Street Address

[redacted]
City

WI
State

[redacted]
Zip code

[redacted]
Date of birth

bfilla1@[redacted]
platinumbt@[redacted]
email address

[redacted]
Phone number

[redacted]
Cell phone

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

State of Organization

Name:

Title:

Address

Date:

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 18 day of JULY, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

DUPLICATE ORIGINAL

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EXHIBIT C

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby subscribes for and agrees to purchase the following securities of the Company pursuant to the terms of the Private Placement Memorandum of the Company dated November 12, 2007 (the "Memorandum"):

5100 shares of Class A Stock of the Company (the "Common Shares"), at a price per share of $5.00, such Common Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. For each 10,000 Common Shares purchased by the undersigned, the undersigned will receive warrants to purchase 5,000 additional Common Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Common Share purchase (the "Warrants"). The Common Shares and Warrants shall be referred to herein as the "Shares."

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $_____, representing $5.00 per share multiplied by the number of Common Shares. $25,500 = SEED already has this

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

Name of Investor Completing this Agreement: Barbara Tilla

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

3. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

4. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

[SIGNATURE PAGE FOLLOWS]

Name of Investor Completing this Agreement: Barbara Sella

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this ___ day of _____, 2007.

Barbara Filla
(Signature of Purchaser)

Barbara Filla
(Name of Purchaser)

Accepted and agreed to this 4
day of March, ~~2007.~~ 2008

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, _____, spouse of N/A-deceased, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement and Accredited Investor Questionnaire. I am aware that legal, financial and related matters contained in the Subscription Agreement and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2007.

Signature: _____
Name: _____

P.O.D. - sons
Michael Filla 1/3
Neal Filla 1/3
Quinn Filla 1/3

Name of Investor Completing this Agreement: _____

Name of Prospective Purchaser: Barbara Filla
(Please Print)

State of Domicile: Wisconsin

Date: 3-4-08

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN. SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION 4049 East
Presidio Street, Suite 101 Mesa,
Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto *as* ***"Exhibit A"***, and certifies that either (**check only one**):

A. ☒ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☒ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☐ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____

_____

_____

(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

☐ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement;

_____

_____

_____

(describe entity)

B. ☐ The undersigned is not an "Accredited Investor" but has provided a statement describing his/her knowledge and experience in financial and business matters, which is attached hereto. Kindly provide sufficient detail so that the Company's legal counsel may conclude that the undersigned is capable of evaluating the merits and risks of investment in the Company.

2. **Entity Type.** The undersigned is (check only one):

- ☒ An individual
- ☐ A corporation
- ☐ A partnership
- ☐ A trust
- ☐ Other:

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is:

[redacted]

4. **Address.** The address of the undersigned is:

[redacted]

[redacted] WI [redacted]

The phone, fax and contact person (if an entity) are as follows:

Phone: [redacted]

Fax: — E Mail: platinumbt@[redacted]

Contact: Barbara Tilla

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's

Name of Investor Completing Questionnaire: _____

investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: 3-4-08

Very truly yours,

Barbara Filla
Print Name of Investor

Barbara Filla
Signature

Print Title (if applicable)

NA
Print Name of joint investor or other person whose signature is required

Signature

Print Title (if applicable)

ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO. 2020

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 2-13-08

(Offeree Signature)

Barbara Fiala

(Please print name)

[redacted]

Address

[redacted] WI [redacted]

Zip code

Phone

Cell Phone

E-mail address

ACC002846
FILE #8228

S E E D
Sustainable Energy Efficient Development
"OUR NAME IS OUR MISSION"
CORPORATION

February 12, 2008

Barbara Filla
[redacted]
[redacted] WI [redacted]

Dear Barbara,

Thank you for joining us for our web-based shareholder update. I am very pleased you are choosing to remain a SEED stockholder and share in our success. Our 5 year plan is carefully planned to provide cash flow as well as substantial growth in equity. I have enclosed the most recent copy of our 5 year pro forma financial plan and an executive summary.

I have also enclosed a PPM Supplement dated February 4, 2008 that supplements and amends the Private Placement Memorandum dated November 12, 2007. This supplement describes the Limited Dividend in detail.

Unfortunately, you previously elected to accept the rescission offer and are on the list to have your initial investment returned. We cannot reverse this process; however, there is a simple solution. To get you back on board, you will have to purchase Shares from the current offering dated November 12, 2007 at $5.00 per share. You have a credit balance on our books, the amount we owe you for your rescinded subscription, which we will credit to the purchase you make on the current offering.

Besides the small difference in share price, the warrants for the current offering are different. For each 10,000 Shares purchased by an investor, that investor will receive warrants to purchase 5,000 additional Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Share purchase. See "TERMS OF THE OFFERING." Therefore, in order to receive warrants you must purchase a minimum of 10,000 Shares at $5.00 each ($50,000).

The chart below describes your initial purchase and the shares your credit balance will purchase from the current offering. No additional payment is required.

Shares Purchased Rescinded Subscription	Credit Balance	Will purchase shares from current offering
6000	$25,500	5100

If you elect to purchase additional Shares to qualify for the Warrants (minimum 10,000 shares), you must purchase 4900 additional shares @ $5.00 each and remit $24,500.

I have enclosed the following documents so you may use your credit balance to buy Shares under the current offering:

1. A Private Placement Memorandum dated November 12, 2007 and Supplement dated February 4, 2008
2. An additional Subscription Agreement and Investor Questionnaire
3. A return envelope with postage affixed
4. A Disposition of Refund Due form

I sincerely thank you for your support. We are proud to have you as a SEED shareholder. We will be calling you in a few days to answer any questions you may have and to assist you with filling out the forms.

Sincerely,

Randall Simonson
President and CEO

Contact Numbers:
Randall Simonson 480-374-7428
Email: randall.simonson@seed-corp.com

Denise Gholson 480-374-7426
Email: denise.gholson@azseedcorp.com

REMI FOTA

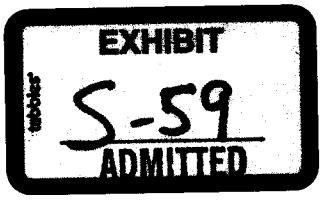
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 10,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and

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deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding

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obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

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Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this

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transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

X I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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Remi Fota

In witness whereof, the Purchaser has executed this Subscription Agreement this 15 day of JULY 15, 2007

10,000	X	$4.25	=	42,500
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
235.29		$1,000		9764.71
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☒ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as

☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

~~ELIZABETH FOTA~~ & REMI FOTA, ~~MARGORZATA & PHILIPPE DELACOLLETTE, JOANNA BRODA~~

Please Print Names as they are to be listed on the stock certificate

Remi A. Fota
Subscriber Signature (one signature only)

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

ARIZONA
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

Remi Fota @ [redacted]
Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

State of Organization

Name:

Title:

Address

Date:

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 16 day of AUG., 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

ORIGINAL (COMPANY'S COPY)

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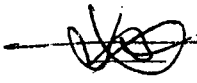
ACC002856
FILE #8228

EXHIBIT B

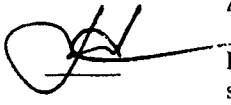
INVESTMENT ELECTION

The undersigned by signing below acknowledges that SEED Corporation, an Arizona corporation (the "Company"), has offered to the undersigned, on the terms and subject to the conditions set forth in the Company's Private Placement Memorandum dated October 30, 2007 (the "Memorandum"), the right to elect to: (i) reaffirm the undersigned's initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company to fully pay for such Shares, or (iii) rescind the undersigned's initial investment and receive a return of the full subscription price paid without interest.

The undersigned hereby elects to: **(CHOOSE ONLY ONE)**



Reaffirm the undersigned's initial investment in the Shares in the amount that has already been paid, or if fully paid, in the amount originally subscribed for. **If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents.**



Reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, which the undersigned has not yet fully paid for. **If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents, and must remit funds to the Company sufficient to fulfill the obligation the undersigned originally subscribed for.**

_____

Rescind the undersigned's initial investment and receive a return of the full subscription price without interest. The undersigned by signing below agrees that, in consideration for the return of the full subscription price without interest, which the undersigned acknowledges is sufficient consideration, the undersigned (for himself, his agents, heirs, executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company, and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's investment in the Shares. The undersigned owns no other shares of the Company's capital stock, and holds no warrants, options or other rights to acquire any of the Company's equity securities in the future. The undersigned by signing below also acknowledges and agrees that this release is a general release, and further expressly waives any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

[SIGNATURES ON FOLLOWING PAGE]

INDIVIDUAL(S):

Signature: Remi Fota

Name (Print): REMI FOTA

Date: 11/30/2007

Signature: Elizabeth Fota

Name (Print): ELIZABETH FOTA

Date: 11/30/2007

ENTITY:

Name of Entity: REMI FOTA

Signature: Remi D. Fota

Name and Title of Signer (Print):

Date: 11/30/2007

CONSENT OF SPOUSE:

I, Elizabeth Fota, spouse of Remi Fota, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the 30th day of November, 2007.

Signature: Elizabeth Fota

Name: ELIZABETH FOTA

EXHIBIT C

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

Mail to: Fennemore Craig, P.C.
Attention: Robert Pasionek
3003 N. Central Ave., Ste. 2600
Phoenix, Arizona 85012

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby rejects the rescission offer made by the Company in the Private Placement Memorandum dated October 30, 2007 (the "Memorandum") and subscribes for and agrees to purchase the following securities of the Company:

5000 shares of Class A Stock of the Company (the "Shares"), at a price per share of $ 4.25, such Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price.

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $20,250.01 representing $ 4.25 per share multiplied by the number of Shares, less any amount previously remitted to the Company under the previous offering. Already paid $1000.00 equal to 235.29 Shares

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

2. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

3. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

4. Release. The undersigned (for himself, his agents, heirs executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's original investment in the Shares. The undersigned by signing below also acknowledges and agrees that this is a general release, and further expressly waives and assumes the risk of any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 30 day of NOVEMBER, 2007.

X _____
(Signature of Purchaser)

X REMI A. FOTA
(Name of Purchaser)

Accepted and agreed to this 30
day of NOVEMBER, 2007.

SEED Corporation

By: _____
Name: RANDALL SIMONSON
Title: PRESIDENT

CONSENT OF SPOUSE:

I, Elizabeth Fota, spouse of Remi Fota, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the 30 day of NOVEMBER, 2007.

Signature: Elizabeth Fota
Name: ELIZABETH FOTA

EXHIBIT D

INVESTOR QUESTIONNAIRES

The undersigned person, desiring to acquire information in connection with a potential investment in SEED Corporation, an Arizona corporation (the "Company"), hereby completes and provides to the Company this Investor Questionnaire. **ALL INFORMATION WILL BE TREATED CONFIDENTIALLY.** Individuals, Entities and Equity Owners of Entities, as applicable, must provide all the information that follows in order to receive information about the Company. Attach additional sheets if necessary.

Special Instructions:

- **Individuals** should complete Sections 1 through 3 and Section 11 and should read Section 10.
- **Entities** should complete Sections 4 through 6 and Section 11 and should read Section 10.
- If necessary, the **Equity Owners of Entities** should complete Sections 7 through 9 and should read Section 10.

INDIVIDUAL INVESTOR INFORMATION (Sections 1 through 3) (to be completed only if the investor is an individual and will be holding the stock of the Company as an individual).

1. **Individual Investor(s).**

(A) Legal Name: RÉMI A. FOTA

(B) Mailing Address: [redacted]

[redacted] A2 [redacted]

(C) Business Address: _____

_____

(D) Business Telephone: (___) _____

(E) Occupation: _____

(F) Age: _____

(G) Marital Status: _____

(H) Home Address (Complete only if different from either address above):

_____

_____

(I) Home Telephone: (___) _____

(J) Level of Education (check highest level completed):

High School _____ Bachelor's Degree _____ Master's Degree _____

Doctorate _____ Professional Degree _____

Name of Investor Completing Questionnaire: Rémi A. Fota Elizabeth Fota

- **Individual Investors, continued –**

(K) In which state(s) or province(s), if any, are you registered to vote?

_____

(L) In which state(s) or province(s), if any, do you presently hold a valid driver's license?

_____

(M) Please list your driver's license number(s).

_____

2. **"Accredited" Status For Individual(s):**

(A) Does your individual net worth (inclusive of home, furnishings and automobiles) or the joint net worth of you and your spouse (if any), exceed $1,000,000 at the present time?

Yes ___X___ No _____

(B) Did your individual income exceed $200,000, or did your joint income with your spouse, if any, exceed $300,000, in each of the past two years, and do you reasonably expect an income in excess of the same level this year?

(For this purpose, individual income is computed by adding the following items to adjusted gross income for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt securities, any losses allocated from a limited liability company, amounts contributed to an IRA or Keogh retirement plan and alimony payments.)

Yes _____ No _____

Please list your annual income for the following years:

2005 _____

2006 _____

2007
(estimated) _____

(C) Are you a director, executive officer, or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company?

Yes _____ No _____

3. **Individual Experience Questions.**

(A) Have you ever invested in a passive real estate investment?

Yes _____ No ___X___

If yes, how many times? _____

Name of Investor Completing Questionnaire: [signature] Elizabeth [signature]

- Individual Experience Questions, continued -

(B) Have you ever sued a corporation, limited liability company, general partner, managing member or executive officer?

Yes _____ No X

If yes, please explain in detail: _____

_____

_____

_____

ENTITY INFORMATION (Sections 4 through 6)

TO BE COMPLETED ON BEHALF OF _____ (THE "INVESTOR" OR THE "ENTITY").

4. **General Information**

(A) Name of Investor: _____

(B) Date of formation: _____

(C) Purpose of formation (please note particularly whether the purpose is to make this investment):

_____

_____

(D) State of formation: _____

(E) State of principal place of business: _____

(F) States in which Entity is qualified to do business:

_____

_____

(G) Mailing address:

_____

_____

(H) Business telephone: _____

(I) Number of members:

_____

5. **Investment Authority**

Name of Investor Completing Questionnaire: _____

The Entity may be required by the Company to provide information with respect to investment authority including, without limitation, corporate resolutions and an opinion of counsel.

6. **Accredited Investor Status**

Is the Entity an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act"), by virtue of being any of the following?

(A) A 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?

Yes _____ No _____

(B) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934?

Yes _____ No _____

(C) An insurance company as defined in Section 2(a)(13) of the Act?

Yes _____ No _____

(D) An investment company registered under the Investment Company Act of 1940?

Yes _____ No _____

(E) A business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940?

Yes _____ No _____

(F) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958?

Yes _____ No _____

(G) A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, which plan has total assets in excess of $5,000,000?

Yes _____ No _____

(H) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 and (a) the investment decision relating to the stock of the Company is being 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 (b) the plan has total assets in excess of $5,000,000, or (c) the plan is a self-directed plan with investment decisions made solely by persons who are accredited investors?

Yes _____ No _____

(I) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940?

Yes _____ No _____

- Accredited Investor Status Continued -

Name of Investor Completing Questionnaire: Dr. & Dr. Elizabeth Tobe

(J) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring stock of the Company, with total assets in excess of $5,000,000?

Yes _____ No _____

(K) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring stock of the Company, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act?

Yes _____ No _____

(L) An entity, all of the equity owners of which are accredited investors because each such owner can answer "yes" to one or more of the foregoing questions or, if a natural person, to one or more of the questions set forth in Section 2(A), (B) or (C) of this Accredited Investor Questionnaire?

Yes _____ No _____

If you checked "Yes" to Section 6 only in subsection (L), please have each equity owner of the Entity (i.e., each member, shareholder, or other interest or unit holder) complete a copy of Sections 7, 8 and 9 of this Accredited Investor Questionnaire entitled "Equity Owner Information" on pages 6 to 9. (Please make additional copies of these sections as necessary.)

Otherwise, if you did not check "Yes" to Section 6 only in subsection (L), proceed to Section 10 and do not complete Sections 7, 8 or 9.

EQUITY OWNER INFORMATION (Sections 7 through 9) (to be completed only if the applicable entity is an accredited investor solely by virtue of the fact that all equity owners of such entity are accredited investors.)

TO BE COMPLETED BY EACH EQUITY OWNER (i.e., PARTNER, SHAREHOLDER, MEMBER, GRANTOR OR BENEFICIARY). (Please make additional copies for each equity owner as necessary.)

7. **General Information on Equity Owner**

Name: _____

Mailing Address: _____

_____

Business Telephone: (___) _____

8. **Personal Data (to be completed by Individuals only)**

Age: _____ Marital Status: _____

Home Address (Complete only if different from address above):

_____

_____

Home Telephone: (___) _____

9. **"Accredited" Status of Equity Owner**
For Individuals:

Name of Investor Completing Questionnaire: Neil A. Tate Elizabeth Tate

(A) Does your individual net worth (inclusive of home, furnishings and automobiles) or the joint net worth of you and your spouse (if any), exceed $1,000,000 at the present time?

Yes X No _____

(B) Did your individual income exceed $200,000, or did your joint income with your spouse, if any, exceed $300,000, in each of the past two years, and do you reasonably expect an income in excess of the same level this year?

(For this purpose, individual income is computed by adding the following items to adjusted gross income for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt securities, any losses allocated from a limited liability company, amounts contributed to an IRA or Keogh retirement plan and alimony payments.)

Yes _____ No _____

(C) Are you a director, executive officer, or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company?

Yes _____ No X

For Entities/Non-Individuals:

Are you:

(D) A 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?

Yes _____ No _____

(E) A broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934?

Yes _____ No _____

(F) An insurance company as defined in Section 2(a)(13) of the Act?

Yes _____ No _____

(G) An investment company registered under the Investment Company Act of 1940?

Yes _____ No _____

(H) A business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940?

Yes _____ No _____

(I) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958?

Yes _____ No _____

- "Accredited" Status of Equity Owner, continued –

Name of Investor Completing Questionnaire: Jerri N. Tod Elizabeth Tod

(J) A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, which plan has total assets in excess of $5,000,000?

Yes _____ No _____

(K) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 and (a) the investment decision is being 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 (b) the plan has total assets in excess of $5,000,000 or (c) the plan is a self-directed plan with investment decisions made solely by persons who are accredited investors?

Yes _____ No _____

(L) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940?

Yes _____ No _____

(M) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring stock of the Company, with total assets in excess of $5,000,000?

Yes _____ No _____

(N) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring stock of the Company, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act?

Yes _____ No _____

(O) An entity, all of the equity owners of which are accredited investors because each such owner can answer "yes" to one or more of the foregoing questions or, if a natural person, to one or more of the questions set forth in Section 2(A), (B) or (C) of this Accredited Investor Questionnaire?

Yes _____ No _____

If you checked "Yes" to Section 9 only in subsection (O), please have each equity owner of the applicable entity (i.e., each partner, shareholder, member, grantor or beneficiary) complete a copy of Sections 7, 8 and 9 of this Questionnaire entitled "Equity Owner Information" on pages 7 to 9. (Please make additional copies of these sections as necessary.)

Otherwise, if you did not check "Yes" to Section 9 only in subsection (O), proceed to Section 10 below.

10. **Representation and Warranty**. The undersigned hereby represents and warrants to the Company that (a) the information contained herein is complete and accurate and may be relied upon by the Company and (b) the undersigned will notify the Company immediately, of any material change in any of such information occurring prior to the acceptance or rejection of his, her or its subscription for Securities.

Name of Investor Completing Questionnaire: Eric A. Foth Elizabeth Foth

11. **Number of Shares Subscribed**. In the prior offering by the Company, conducted approximately between June 2007 and August 2007, I subscribed for 5000 Class A shares (please fill in number). In addition, in connection with my subscription I received warrants to purchase _____ Class A shares (please fill in number).

IN WITNESS WHEREOF, I have executed this Investor Questionnaire this 30 day of NOVEMBER, 2007.

_____

Name of Investor Completing Questionnaire: Eric A. Fok Elizabeth Fok

TOM HAMM

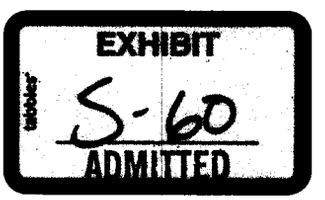
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 1000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and

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deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding

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obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

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Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this

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transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 25th day of July, 2007

10,000	X	$4.25	=	$42,500.00
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
2353		$10,000.25		$32,499.75
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☒ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as

☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Thomas A. Hamm + Linda Hamm JTWROS

Please Print Names as they are to be listed on the stock certificate

Linda Hamm
Signature of Purchaser

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

AZ
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

linda953@[redacted]
tahamm@[redacted]
Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

State of Organization

Name:

Title:

Address

Date:

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 30 day of July, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

B-1

ORIGINAL
(COMPANY'S COPY)

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ACC002877
FILE #8228

In witness whereof, the Purchaser has executed this Subscription Agreement this 25th day of July, 2007

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Check one of the following if the purchaser is an

_ INDIVIDUAL, if purchased as ☒ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as

_ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Thomas A Hamm & Linda Hamm JTWROS

Please Print Names as they are to be listed on the stock certificate

Signature of Purchaser

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

AZ
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

Linda953@[redacted]
Email Address

If the Pu

Name or

By:

Name:

Title:

Date:

SUBSCR

SEED C(

By:
Rand

B-1

LINDA HAMM
[redacted] AZ

Genworth

102
53-283/113

Pay to the order of Seed Corporation $4493.75
Forty nine hundred ninety three and 75/100 Dollars

1175 Shares

GE SECURE ACCESS ACCOUNT
PAYABLE THRU STATE STREET BANK & TRUST
BOSTON, MA 02101
STATE STREET, QUINCY

NOT VALID FOR LESS THAN $100.00

For

Linda Hamm

⑆011300286⑆0102 [redacted] ⑈300

1886

LINDA HAMM
[redacted] AZ

2007

Pay to the order of Seed Corporation $5006.50
Five thousand, six and 50/100 Dollars

675 Shares

ARIZONA CENTRAL CREDIT UNION
6901 W. BELL ROAD
GLENDALE, ARIZONA 85308

For

Linda Hamm

⑆322172441⑆1886⑈[redacted]2138⑈

INSPIRATIONS BY KATHY DAVIS
©KATHY DAVIS DESIGNS

COPYR
CONFIL

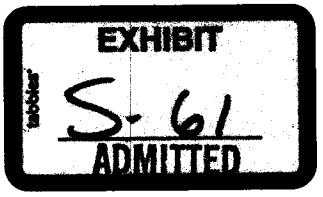
SEED CORPORATION

DUPLICATE
(PURCHASER'S AGREEMENT)

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215

Attention: Randall Simonson, President



Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of Class A shares (the "Shares") of Class A Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 10,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

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Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

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The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

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The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or

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warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

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Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

16. Investor Suitability

Accredited Investor Certification

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(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

MAH ___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 8 day of August, 2007

10,000	–	$4.25	=	$42,500
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
10,000		$42,500		$0
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

_ INDIVIDUAL, if purchased as _ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as _ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Please Print Names as they are to be listed on the stock certificate

Yellow Star Trust, Mary A. Headley, Trustee
Signature of Purchaser

Social Security Number(s)

Street Address

City,

State

Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

mheadley a[redacted]
Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Yellow Star Trust
Name or Partnership, Corporation or Trust

[redacted]
Federal Taxpayer I.D. No.

By: Mary A. Headley, Trustee

Wisconsin
State of Organization

Name: MARY A HEADLEY

Title: Trustee

Date: 8 August 2007

[redacted]

[redacted], WI [redacted]
Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 20 day of Aug., 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

DUPLICATE
(PURCHASER'S AGREEMENT

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When recorded mail to:
THE YELLOW STAR TRUST
5036 Sunrise Ridge Trail
Middleton, WI 53562

Affidavit of Trust

1. The following trust is the subject of this Affidavit:

   THE YELLOW STAR TRUST, under trust agreement dated 2 May, 2006.

2. The name and address of the currently acting Trustee of the trust is as follows:

   MARY ANN HEADLEY
   5036 Sunrise Ridge Trail
   Middleton, WI 53562

3. Upon the death or disability of the Settlor, BENJAMIN JARED CUSHMAN shall serve as first successor trustee. Should BENJAMIN JARED CUSHMAN for any reason at any time be unwilling or unable to serve as successor trustee, TIMOTHY DAVID CUSHMAN shall serve as second successor trustee.

4. The trust is currently in full force and effect.

5. The Trustee of this Trust has broad powers equal to an absolute owner of property with no restrictions.

6. The trust provisions are of a personal nature and set forth the distribution of trust property. They do not modify or restrict the powers of the Trustee.

7. The signatory of this Affidavit is currently the acting Trustee of the trust and declares that the foregoing statements are true and correct, under penalty of perjury.

Dated 2 May, 2006.

Mary Ann Headley Trustee
MARY ANN HEADLEY, Trustee

State of Wisconsin)
:ss
County of Dane)

On May 2, 2006, before me the undersigned Notary Public, personally appeared MARY ANN HEADLEY known to me to be the person whose name is subscribed to same for the purposes therein contained, and executed the same freely and voluntarily.

Kathy J. Schuermacher
Notary Public

My commission expires: July 16, 2006

EXHIBIT A

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby subscribes for and agrees to purchase the following securities of the Company pursuant to the terms of the Private Placement Memorandum of the Company dated November 12, 2007, as amended by that certain Supplement dated February 2, 2008 (the "Memorandum"):

19,000 shares of Class A Stock of the Company (the "Common Shares"), at a price per share of $5.00, such Common Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. For each 10,000 Common Shares purchased by the undersigned, the undersigned will receive warrants to purchase 5,000 additional Common Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Common Share purchase (the "Warrants"). The Common Shares and Warrants shall be referred to herein as the "Shares."

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $50,000, representing $5.00 per share multiplied by the number of Common Shares.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

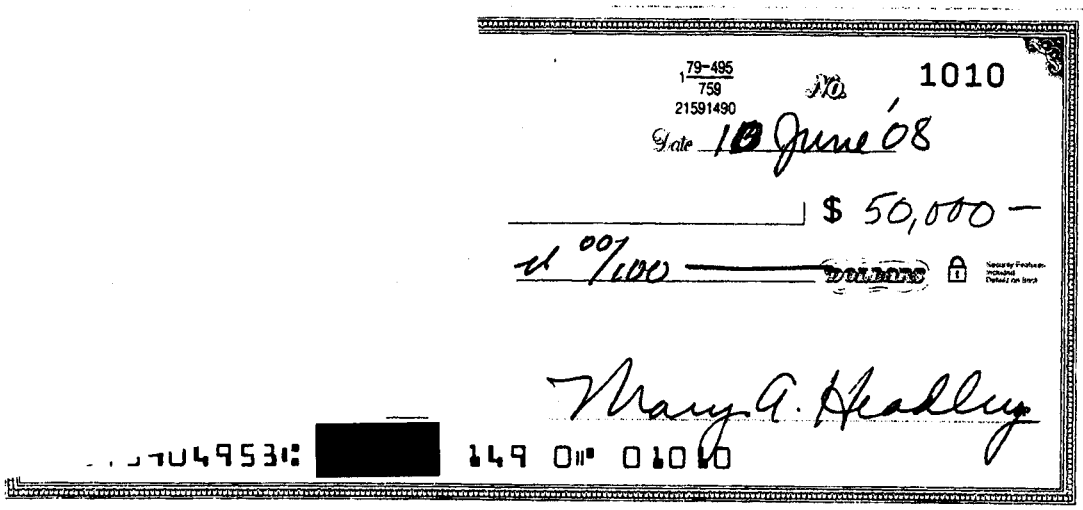
(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;



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FILE #8228

17 March 2008

Attached is a copy of the paperwork from Mary Headley from Yellow Star Trust reaffirming her investment in SEED Corporation for 10,000 shares at $4.25

NOTICE OF EXERCISE

TO: SEED CORPORATION

2500 @ 4.75 = $11,875
5000 @ 4.50 = 22,500
} $34,375

(1) The undersigned hereby elects to purchase 5000 Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of lawful money of the United States.

(3) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

YELLOW STAR TRUST
c/o MARY HEADLEY, TRUSTEE

The Warrant Shares shall be delivered to the following address by physical delivery of a certificate:

YELLOW STAR TRUST
[redacted]
[redacted], WI [redacted]

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: YELLOW STAR TRUST
Signature of Authorized Signatory of Investing Entity: Mary A. Headley, Trustee
Name of Authorized Signatory: MARY A. HEADLEY
Title of Authorized Signatory: TRUSTEE
Date: 2 May 2008

MARY A. HEADLEY
[redacted]
[redacted] WI [redacted]

79-495/759 1009
21591490
Date 5 May 08

PAY TO THE ORDER OF SEED Corporation $ 34,375 00
Thirty-four thousand-three hundred-seventy-five [redacted]

STATE BANK OF CROSS PLAINS
Cross Plains, Wisconsin 53528

Memo Yellow Star Trust
Mary A. Headley

⑆075904953⑆ [redacted] ⑆49 01⑈ 01009

SEED Corporation
Randall Swenson
PRESIDENT 5/1/08

NOTICE OF EXERCISE

TO: SEED CORPORATION

2500 @ 4.75 = $11,875
5000 @ 4.50 = 22,500
} $34,375

(1) The undersigned hereby elects to purchase 5000 Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of lawful money of the United States.

(3) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

YELLOW STAR TRUST
% MARY HEADLEY, TRUSTEE

The Warrant Shares shall be delivered to the following address by physical delivery of a certificate:

YELLOW STAR TRUST
[redacted]
[redacted], WI [redacted]

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: YELLOW STAR TRUST
Signature of Authorized Signatory of Investing Entity: _____
Name of Authorized Signatory: _____
Title of Authorized Signatory: _____
Date: _____

SEED CORP.
Randall Simonson
PRESIDENT 5/1/08

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FILE #8228

NOTICE OF EXERCISE

TO: SEED CORPORATION

2500 @ 4.75 = $11,875
5000 @ 4.50 = 22,500
} # 34,375

(1) The undersigned hereby elects to purchase 5000 Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of lawful money of the United States.

(3) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

YELLOW STAR TRUST
c/o MARY HEADLEY, TRUSTEE

The Warrant Shares shall be delivered to the following address by physical delivery of a certificate:

YELLOW STAR TRUST
[redacted]
[redacted], WI [redacted]

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: YELLOW STAR TRUST
Signature of Authorized Signatory of Investing Entity: Mary A. Headley, Trustee
Name of Authorized Signatory: MARY A. HEADLEY
Title of Authorized Signatory: TRUSTEE
Date: 2 May 2008

SEED CORP
[signature]
PRESIDENT 5/1/08

EXHIBIT B

FORM OF WARRANT

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

COMMON STOCK PURCHASE WARRANT

SEED CORPORATION

Warrant Shares: 2500 @ 4.75 = $11,875 5000 @ 4.50 = $22,500 **Issue Date:** 5/1/2008

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, YELLOW STAR TRUST (the "Holder"), is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or before 6-11-, 2008 (the "Termination Date"), but not thereafter, to subscribe for and purchase from SEED Corporation, an Arizona corporation (the "Company"), up to 7500 shares (the "Warrant Shares") of Class A Common Stock of the Company (the "Common Stock"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Subscription Agreement (the "Subscription Agreement"), by and among the Company and the purchasers signatory thereto.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or before the Termination Date by delivery to the Company of a duly executed facsimile copy of the Notice of Exercise Form annexed hereto (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company), and, within three business days of the date said Notice of Exercise is delivered to the Company, the Company shall have received payment of the aggregate Exercise Price of the shares thereby purchased by wire transfer or cashier's check drawn on a United States bank. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three business days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise Form within two business days of receipt of such notice. In the event of any dispute or discrepancy, the records of the Holder shall be controlling and determinative in the absence of manif error. The Holder and any assignee, by acceptance of this Warrant, acknowledges and agrees that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares

hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.

b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be $6.00, subject to adjustment hereunder (the "Exercise Price").

c) No Automatic Exercise. If neither the Holder nor any assignee has exercised the rights arising hereunder on or before the Termination Date, then all rights arising in connection with this Warrant shall terminate and there shall be no automatic conversion or exercise hereunder.

d) Mechanics of Exercise.

i. Delivery of Certificates Upon Exercise. Certificates for shares purchased hereunder shall be transmitted by the Company or its transfer agent to the Holder by physical delivery to the address specified by the Holder in the Notice of Exercise within ten business days from the delivery to the Company of the Notice of Exercise Form, surrender of this Warrant (if required) and payment of the aggregate Exercise Price as set forth above ("Warrant Share Delivery Date"). This Warrant shall be deemed to have been exercised on the date the Exercise Price is received by the Company. The Warrant Shares shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised by payment to the Company of the Exercise Price (or by cashless exercise, if permitted) and all taxes required to be paid by the Holder, if any, pursuant to Section 2(d) prior to the issuance of such shares, have been paid.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the certificate or certificates representing Warrant Shares, deliver to Holder a new Warrant evidencing the rights of Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause its transfer agent to transmit to the Holder a certificate or certificates representing the Warrant Shares pursuant to Section 2(d)(i) by the fifteenth business day following the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

iv. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which Holder would otherwise be entitled to purchase upon such exercise, the Company shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

v. Charges, Taxes and Expenses. Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder; and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto.

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vi. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (A) pays a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (B) subdivides outstanding shares of Common Stock into a larger number of shares, (C) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (D) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Offerings. There shall be no adjustment to this Warrant in the event the Company offers any security in the future.

c) Distributions. There shall be no adjustment to this Warrant in the event the Company makes a distribution to existing shareholders.

d) Fundamental Transaction. If, at any time while this Warrant is outstanding, (A) the Company effects any merger or consolidation of the Company with or into another person, (B) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (C) any tender offer or exchange offer (whether by the Company or another person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, or (D) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (each "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such merger, consolidation or disposition of assets by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder's right to exercise such warrant into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section

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3(d) and insuring that this Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

e) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

f) Voluntary Adjustment By Company. The Company may at any time during the term of this Warrant reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the Board of Directors of the Company.

g) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly mail to the Holder a notice setting forth the Exercise Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock; (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock; (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights; (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, of any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, except for the Merger; (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company; then, in each case, the Company shall cause to be mailed to the Holder at its last address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder is entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and subject to the assignee or assignees making the representations and warranties to the Company as set forth in Section 2 of the Subscription Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant in a form reasonably acceptable to the Company

duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. A Warrant, if properly assigned, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the original Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of the Subscription Agreement.

Section 5. Miscellaneous.

a) No Rights as Shareholder Until Exercise. This Warrant does not entitle the Holder to any voting rights or other rights as a shareholder of the Company prior to the exercise hereof as set forth in Section 2(d).

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a business day, then such action may be taken or such right may be exercised on the next succeeding business day.

d) Authorized Shares.

The Company covenants that during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant

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FILE #8228

Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the trading market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (a) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (b) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant, and (c) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof as may be necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the laws of the State of Arizona without regard to principles of conflict of laws.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date. If the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered to the Holder at the address of the Holder reflected in Investor Questionnaire provided by the Holder to the Company. All notices, requests, demands and other communications given or made in accordance with the provisions of this Warrant shall be in writing, and shall be sent by certified or registered mail, return receipt requested, or by overnight courier or telecopy (facsimile) with confirmation of receipt, and shall be deemed to be given or made when receipt is so confirmed. Any party may, by written notice to the other, alter its address or respondent, and such notice shall be considered to have been given ten (10) days after the mailing, telexing or telecopying thereof.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or

privileges of Holder, shall give rise to any liability of Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of all Holders from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

****

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

SEED CORPORATION
an Arizona corporation

By: SEED CORP
Name:
Title: PRESIDENT

ACC002901
FILE #8228

Marilyn Simonson

From: Mary Headley [mheadley@[redacted]
Sent: Monday, February 11, 2008 11:50 AM
To: randy.simonson@azseedcorp.com
Subject: My SEED investment

Randy-

Great call and even better opportunity! Please check to make sure my paperwork is up to date. I'm IN!!!!

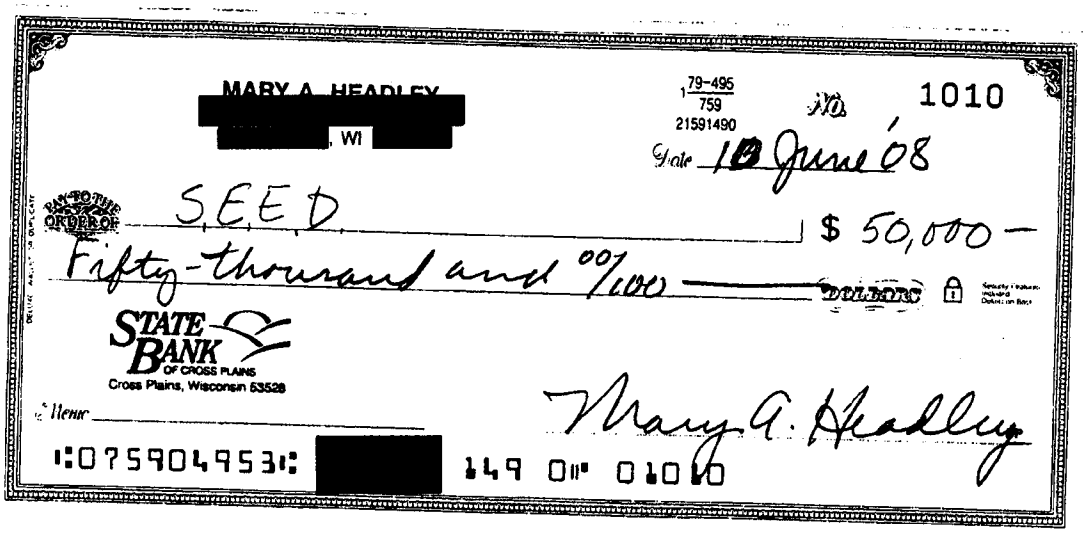
Also please forward the presentation from last night to me.

Thanks,

Mary Headley
[redacted]

No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.5.516 / Virus Database: 269.20.2/1271 - Release Date: 2/11/2008 8:16 AM

ACC002902
FILE #8228



MARY A. HEADLEY
[redacted]
[redacted], WI [redacted]

1 79-495 / 759
21591490

No. 1010

Date 10 June '08

PAY TO THE ORDER OF S.E.E.D. $ 50,000 —

Fifty-thousand and 00/100 DOLLARS

STATE BANK OF CROSS PLAINS
Cross Plains, Wisconsin 53528

Memo

Mary A. Headley

⑆075904953⑆ [redacted] 149 0⑈ 01010

ACC002903
FILE #8228

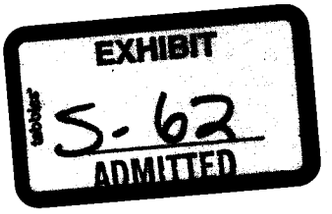
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARES SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 10,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

X I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

Tim Hennessy 6/15/07

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SUBSCRIPTION AGREEMENT SEED CORPORATION

In witness whereof, the Purchaser has executed this Subscription Agreement this 15 day of June, 2007

12,000 X $ 4.25 = $51,000.00
No. of Shares Subscribed for (Price Per Share) Total Subscription Price

(No. of Shares Paid for) (Balance of shares not paid for)

Check one of the following if the purchaser is an
INDIVIDUAL, if purchased as JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Timothy R. Hennessy [redacted]
Please Print Names Social Security Number(s)

Signature of Purchaser

[redacted] [redacted]
Street Address City

CA [redacted]
State Zip code Date of birth

[redacted] [redacted] Henny1@[redacted]
Phone number Cell phone email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust Federal Taxpayer I.D. No.

By: State of Organization

Name:

Title Address

Date Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this ____ day of _____, 200_

SEED CORPORATION

By:
Randall Simonson, President

B-2 DUPLICATE ORIGINAL

8

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SUBSCRIPTION AGREEMENT **SEED CORPORATION**

In witness whereof, the Purchaser has executed this Subscription Agreement this 15 day of June, 2007

12,000 No. of Shares Subscribed for X $ 4.25 (Price Per Share) = $51,000.00 Total Subscription Price

(No. of Shares Paid for) (Balance of shares not paid for)

Check one of the following If the purchaser is an

(INDIVIDUAL,) if purchased as JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Timothy R. Hennessy — Please Print Names

[redacted] — Social Security Number(s)

Signature of Purchaser

[redacted] — Street Address

[redacted] — City,

CA — State

[redacted] — Zip code

[redacted] — Date of birth

[redacted] — Phone number

[redacted] — Cell phone

Henny1@[redacted] — email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By: _____

State of Organization

Name: _____

Title _____

Address

Date _____

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this ____ day of _____, 200_

SEED CORPORATION

By: _____

Randall Simonson, President

B-2

DUPLICATE ORIGINAL

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CONFIDENTIAL PPM - UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED.

EXHIBIT B

INVESTMENT ELECTION

The undersigned by signing below acknowledges that SEED Corporation, an Arizona corporation (the "Company"), has offered to the undersigned, on the terms and subject to the conditions set forth in the Company's Private Placement Memorandum dated October 30, 2007 (the "Memorandum"), the right to elect to: (i) reaffirm the undersigned's initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company to fully pay for such Shares, or (iii) rescind the undersigned's initial investment and receive a return of the full subscription price paid without interest.

The undersigned hereby elects to: **(CHOOSE ONLY ONE)**

✓ Reaffirm the undersigned's initial investment in the Shares in the amount that has already been paid, or if fully paid, in the amount originally subscribed for. **If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents.**

Reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, which the undersigned has not yet fully paid for. **If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents, and must remit funds to the Company sufficient to fulfill the obligation the undersigned originally subscribed for.**

Rescind the undersigned's initial investment and receive a return of the full subscription price without interest. The undersigned by signing below agrees that, in consideration for the return of the full subscription price without interest, which the undersigned acknowledges is sufficient consideration, the undersigned (for himself, his agents, heirs, executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company, and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's investment in the Shares. The undersigned owns no other shares of the Company's capital stock, and holds no warrants, options or other rights to acquire any of the Company's equity securities in the future. The undersigned by signing below also acknowledges and agrees that this release is a general release, and further expressly waives any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

[SIGNATURES ON FOLLOWING PAGE]

INDIVIDUAL(S):

Signature: Timothy R. Hennessy Signature: Debra L. Hennessy

Name (Print): TIMOTHY R. HENNESSY Name (Print): Debra L. Hennessy

Date: 11/29/07 Date: 11/29/07

ENTITY:

Name of Entity: _____

Signature: _____

Name and Title of Signer (Print): _____

Date: _____

CONSENT OF SPOUSE:

I, Debra Hennessy, spouse of Timothy, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the 29 day of November 2007.

Signature: Debra L. Hennessy

Name: Debra Hennessy

EXHIBIT C

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

Mail to: Fennemore Craig, P.C.
Attention: Robert Pasionek
3003 N. Central Ave., Ste. 2600
Phoenix, Arizona 85012

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby rejects the rescission offer made by the Company in the Private Placement Memorandum dated October 30, 2007 (the "Memorandum") and subscribes for and agrees to purchase the following securities of the Company:

12,000 shares of Class A Stock of the Company (the "Shares"), at a price per share of $4.25, such Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price.

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $51,000, representing $4.25 per share multiplied by the number of Shares, less any amount previously remitted to the Company under the previous offering. * AMOUNT ALREADY PAID IN FULL TAD

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

2. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

3. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

4. Release. The undersigned (for himself, his agents, heirs executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's original investment in the Shares. The undersigned by signing below also acknowledges and agrees that this is a general release, and further expressly waives and assumes the risk of any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 29th day of NOV, 2007.

Timothy R. Hennessy
(Signature of Purchaser)

TIMOTHY R. HENNESSY
(Name of Purchaser)

Accepted and agreed to this ____ day of _____, 2007.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, Debra, spouse of Timothy, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the 29th day of NOV., 2007.

Signature: Debra A. Hennessy
Name: Debra L. Hennessy

** NOTE **

PLEASE SEE PREVIOUSLY SENT IN INVESTOR QUESTIONAIRE ABOUT "ACCREDITED" STATUS. NOTHING HAS CHANGED SINCE THIS WAS SENT IN BACK IN SEPTEMBER 2007.

THANKS,
Tim Hennessy
TIM HENNESSY
11/30/07

EXHIBIT C

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

Mail to: Fennemore Craig, P.C.
Attention: Robert Pasionek
3003 N. Central Ave., Ste. 2600
Phoenix, Arizona 85012

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby rejects the rescission offer made by the Company in the Private Placement Memorandum dated October 30, 2007 (the "Memorandum") and subscribes for and agrees to purchase the following securities of the Company:

_____ shares of Class A Stock of the Company (the "Shares"), at a price per share of $_____, such Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price.

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $_____, representing $_____ per share multiplied by the number of Shares, less any amount previously remitted to the Company under the previous offering.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

2. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

3. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

4. Release. The undersigned (for himself, his agents, heirs executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's original investment in the Shares. The undersigned by signing below also acknowledges and agrees that this is a general release, and further expressly waives and assumes the risk of any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 29 day of JAN, 2008

ENTRUST MTO South LLC FBO: Timothy Hennessy IRA [redacted]

(Signature of Purchaser)

Valerie M. Thompson

(Name of Purchaser)

Accepted and agreed to this ____
day of _____, 2007.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2007.

Signature: _____
Name: _____

READ & APPROVED
11/29/07

EXHIBIT D

INVESTOR QUESTIONNAIRES

The undersigned person, desiring to acquire information in connection with a potential investment in SEED Corporation, an Arizona corporation (the "Company"), hereby completes and provides to the Company this Investor Questionnaire. **ALL INFORMATION WILL BE TREATED CONFIDENTIALLY.** Individuals, Entities and Equity Owners of Entities, as applicable, must provide all the information that follows in order to receive information about the Company. Attach additional sheets if necessary.

Special Instructions:

- **Individuals** should complete Sections 1 through 3 and Section 11 and should read Section 10.
- **Entities** should complete Sections 4 through 6 and Section 11 and should read Section 10.
- If necessary, the **Equity Owners of Entities** should complete Sections 7 through 9 and should read Section 10.

INDIVIDUAL INVESTOR INFORMATION (Sections 1 through 3) (to be completed only if the investor is an individual and will be holding the stock of the Company as an individual).

1. **Individual Investor(s).**

(A) Legal Name: TIMOTHY R HENNESSY

(B) Mailing Address: [redacted]

[redacted] AZ. [redacted]

(C) Business Address: _____

_____

(D) Business Telephone: (___) _____

(E) Occupation: E.V.P. OF I.T.

(F) Age: 47

(G) Marital Status: MARRIED

(H) Home Address (Complete only if different from either address above):

_____

_____

(I) Home Telephone: [redacted]

(J) Level of Education (check highest level completed):

High School ✓ Bachelor's Degree _____ Master's Degree _____

Doctorate _____ Professional Degree _____

Name of Investor Completing Questionnaire: _____

- Individual Investors, continued –

(K) In which state(s) or province(s), if any, are you registered to vote?

CALIFORNIA

(L) In which state(s) or province(s), if any, do you presently hold a valid driver's license?

CALIFORNIA

(M) Please list your driver's license number(s).

[redacted]

2. **"Accredited" Status For Individual(s):**

(A) Does your individual net worth (inclusive of home, furnishings and automobiles) or the joint net worth of you and your spouse (if any), exceed $1,000,000 at the present time?

Yes _____ No ✓

(B) Did your individual income exceed $200,000, or did your joint income with your spouse, if any, exceed $300,000, in each of the past two years, and do you reasonably expect an income in excess of the same level this year?

(For this purpose, individual income is computed by adding the following items to adjusted gross income for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt securities, any losses allocated from a limited liability company, amounts contributed to an IRA or Keogh retirement plan and alimony payments.)

Yes ✓ No _____

Please list your annual income for the following years:

2005 235,000

2006 225,000

2007 (estimated) 215,000

(C) Are you a director, executive officer, or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company?

Yes _____ No ✓

3. **Individual Experience Questions.**

(A) Have you ever invested in a passive real estate investment?

Yes _____ No ✓

If yes, how many times? _____

Name of Investor Completing Questionnaire: _____

- Individual Experience Questions, continued -

(B) Have you ever sued a corporation, limited liability company, general partner, managing member or executive officer?

Yes _____ No ✓

If yes, please explain in detail: _____

_____

_____

_____

ENTITY INFORMATION (Sections 4 through 6)

TO BE COMPLETED ON BEHALF OF _____ (THE "INVESTOR" OR THE "ENTITY").

4. **General Information**

(A) Name of Investor: _____

(B) Date of formation: _____

(C) Purpose of formation (please note particularly whether the purpose is to make this investment):

_____

_____

(D) State of formation: _____

(E) State of principal place of business: _____

(F) States in which Entity is qualified to do business:

_____

_____

(G) Mailing address:

_____

_____

(H) Business telephone: _____

(I) Number of members:

_____

5. **Investment Authority**

Name of Investor Completing Questionnaire: _____

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The Entity may be required by the Company to provide information with respect to investment authority including, without limitation, corporate resolutions and an opinion of counsel.

6. **Accredited Investor Status**

Is the Entity an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act"), by virtue of being any of the following?

(A) A 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?

Yes _____ No _____

(B) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934?

Yes _____ No _____

(C) An insurance company as defined in Section 2(a)(13) of the Act?

Yes _____ No _____

(D) An investment company registered under the Investment Company Act of 1940?

Yes _____ No _____

(E) A business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940?

Yes _____ No _____

(F) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958?

Yes _____ No _____

(G) A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, which plan has total assets in excess of $5,000,000?

Yes _____ No _____

(H) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 and (a) the investment decision relating to the stock of the Company is being 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 (b) the plan has total assets in excess of $5,000,000, or (c) the plan is a self-directed plan with investment decisions made solely by persons who are accredited investors?

Yes _____ No _____

(I) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940?

Yes _____ No _____

- Accredited Investor Status Continued -

Name of Investor Completing Questionnaire: _____

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(J) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring stock of the Company, with total assets in excess of $5,000,000?

Yes _____ No _____

(K) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring stock of the Company, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act?

Yes _____ No _____

(L) An entity, all of the equity owners of which are accredited investors because each such owner can answer "yes" to one or more of the foregoing questions or, if a natural person, to one or more of the questions set forth in Section 2(A), (B) or (C) of this Accredited Investor Questionnaire?

Yes _____ No _____

If you checked "Yes" to Section 6 only in subsection (L), please have each equity owner of the Entity (i.e., each member, shareholder, or other interest or unit holder) complete a copy of Sections 7, 8 and 9 of this Accredited Investor Questionnaire entitled "Equity Owner Information" on pages 6 to 9. (Please make additional copies of these sections as necessary.)

Otherwise, if you did not check "Yes" to Section 6 only in subsection (L), proceed to Section 10 and do not complete Sections 7, 8 or 9.

EQUITY OWNER INFORMATION (Sections 7 through 9) (to be completed only if the applicable entity is an accredited investor solely by virtue of the fact that all equity owners of such entity are accredited investors.)

TO BE COMPLETED BY EACH EQUITY OWNER (i.e., PARTNER, SHAREHOLDER, MEMBER, GRANTOR OR BENEFICIARY). (Please make additional copies for each equity owner as necessary.)

7. **General Information on Equity Owner**

Name: _____

Mailing Address: _____

_____

Business Telephone: (___) _____

8. **Personal Data (to be completed by Individuals only)**

Age: _____ Marital Status: _____

Home Address (Complete only if different from address above):

_____

_____

Home Telephone: (___) _____

9. **"Accredited" Status of Equity Owner**
For Individuals:

Name of Investor Completing Questionnaire: _____

(A) Does your individual net worth (inclusive of home, furnishings and automobiles) or the joint net worth of you and your spouse (if any), exceed $1,000,000 at the present time?

Yes _____ No _____

(B) Did your individual income exceed $200,000, or did your joint income with your spouse, if any, exceed $300,000, in each of the past two years, and do you reasonably expect an income in excess of the same level this year?

(For this purpose, individual income is computed by adding the following items to adjusted gross income for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt securities, any losses allocated from a limited liability company, amounts contributed to an IRA or Keogh retirement plan and alimony payments.)

Yes _____ No _____

(C) Are you a director, executive officer, or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company?

Yes _____ No _____

For Entities/Non-Individuals:

Are you:

(D) A 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?

Yes _____ No _____

(E) A broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934?

Yes _____ No _____

(F) An insurance company as defined in Section 2(a)(13) of the Act?

Yes _____ No _____

(G) An investment company registered under the Investment Company Act of 1940?

Yes _____ No _____

(H) A business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940?

Yes _____ No _____

(I) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958?

Yes _____ No _____

- "Accredited" Status of Equity Owner, continued –

Name of Investor Completing Questionnaire: _____

(J) A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, which plan has total assets in excess of $5,000,000?

Yes _____ No _____

(K) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 and (a) the investment decision is being 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 (b) the plan has total assets in excess of $5,000,000 or (c) the plan is a self-directed plan with investment decisions made solely by persons who are accredited investors?

Yes _____ No _____

(L) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940?

Yes _____ No _____

(M) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring stock of the Company, with total assets in excess of $5,000,000?

Yes _____ No _____

(N) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring stock of the Company, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act?

Yes _____ No _____

(O) An entity, all of the equity owners of which are accredited investors because each such owner can answer "yes" to one or more of the foregoing questions or, if a natural person, to one or more of the questions set forth in Section 2(A), (B) or (C) of this Accredited Investor Questionnaire?

Yes _____ No _____

If you checked "Yes" to Section 9 only in subsection (O), please have each equity owner of the applicable entity (i.e., each partner, shareholder, member, grantor or beneficiary) complete a copy of Sections 7, 8 and 9 of this Questionnaire entitled "Equity Owner Information" on pages 7 to 9. (Please make additional copies of these sections as necessary.)

Otherwise, if you did not check "Yes" to Section 9 only in subsection (O), proceed to Section 10 below.

10. **Representation and Warranty**. The undersigned hereby represents and warrants to the Company that (a) the information contained herein is complete and accurate and may be relied upon by the Company and (b) the undersigned will notify the Company immediately, of any material change in any of such information occurring prior to the acceptance or rejection of his, her or its subscription for Securities.

Name of Investor Completing Questionnaire: _____

11. **Number of Shares Subscribed**. In the prior offering by the Company, conducted approximately between June 2007 and August 2007, I subscribed for 12,000 Class A shares (please fill in number). In addition, in connection with my subscription I received warrants to purchase _____ Class A shares (please fill in number).

IN WITNESS WHEREOF, I have executed this Investor Questionnaire this 29 day of November, 2007.

Timothy P Denny

Name of Investor Completing Questionnaire: _____

ACC002928
FILE #8228

NOV 2

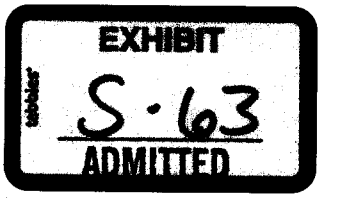
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio Street Suite #101
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 6000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and

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deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding

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obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

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Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this

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transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

_X_ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 7th day of August, 2007

6000	X	$4.25	=	25,500
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)

6000	$25,500	
(No. of Shares Paid for)	(Amount of Paid for Shares)	(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Please Print Names as they are to be listed on the stock certificate

Russell W Hurd — Subscriber Signature (one signature only)

[redacted] — Social Security Number(s)

[redacted] — Street Address

Glendale — City

[redacted], AZ — State

[redacted] — Zip code

[redacted] — Date of birth

[redacted] — Phone Number

[redacted] — Cell phone

Russell.Hurd@[redacted] — Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:_____

State of Organization

Name:_____

Title:_____

Address

Date:_____

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 9 day of Aug, 2007

SEED CORPORATION

By: Randall Simonson

Randall Simonson, President

ORIGINAL (COMPANY'S COPY)

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In witness whereof, the Purchaser has executed this Subscription Agreement this 9th day of August, 2007

6000	X	$4.25	=	25,500
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
6000		$25,500		
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Please Print Names as they are to be listed on the stock certificate

Russell W Hurd
Subscriber Signature (one signature only)

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

[redacted], AZ
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

Russell.Hurd@[redacted]
Email Address

If

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By

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Da

SU

RUSSELL WAYNE HURD
[redacted] AZ [redacted]

F+G Life℠ 103
6-2/110

Date 8/9/2007

Pay to the order of SEED Corporation $ 25,500.00

Twenty Five Thousand and Five Hundred and 00/100 Dollars

F & G Asset Account
PAYABLE THROUGH
STATE STREET BANK AND TRUST COMPANY
BOSTON, MA 02107

NOT VALID FOR LESS THAN $250

For Shares of stock

Russell W Hurd

⑆011000028⑆0103 [redacted] 4⑈207

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

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ACC002937
FILE #8228

SEED CORPORATION

NONDISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT

This Nondisclosure, Non-Circumvention and Non-Competition Agreement (hereinafter referred to as the "Agreement") is made and entered into by and among S.E.E.D. Corporation, an Arizona corporation (hereinafter referred to as "SEED"), and Randall D. Simonson, its president and Russell W. Hurd an individual, a business, affiliates, employees, officers, directors, shareholders, principals, brokers, associates, clients and other representatives (hereinafter collectively referred to as "Confidant"). This agreement is entered into and acknowledged this _____ day of _____, 200__ by the signatures of the parties hereto as signified by their respective signatures set forth below:

WITNESSETH THAT:

WHEREAS, Confidant does hereby represent and warrant that it has no interest in using any information it might hereby obtain to circumvent or compete against S.E.E.D. Corporation ((SEED); and

WHEREAS, Confidant and SEED do hereby acknowledge, admit and confess that the non-competition aspects of this Agreement are ancillary to the otherwise enforceable nondisclosure and non-circumvention aspects of this Agreement; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that this agreement contains reasonable limits as to time, geographical area and scope of activity to be restrained; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that any restraints imposed upon Confidant are not greater than is necessary to protect the goodwill and/or other interests of SEED; and

WHEREAS, SEED desires to provide Confidant with access to the subject information, but also desires that the information and records remain confidential and that Confidant not use any such information to circumvent or compete against SEED, or disseminate any such information to any third party or entity to enable them to circumvent or compete against SEED; and

WHEREAS, Confidant and SEED are entering into this Nondisclosure, Non-Circumvention and Non-Competition Agreement to evidence their understanding, agreements and covenants with respect to the examination of information which is to be disclosed by SEED; and

WHEREAS, Confidant and SEED do hereby agree that the recitations contained herein are contractual in nature and not mere recitations of fact:

NOW, THEREFORE, for and in consideration of the premises, recitations, agreements and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, admitted and confessed, SEED and Confidant do hereby agree as follows:

1. Confidant hereby acknowledges, admits and confesses that all of such covenants and agreements are necessary for the protection of the business of SEED and their information, and that any violation of the terms hereof by Confidant will result in irreparable harm to SEED and that any losses or damages resulting to SEED and/or its customers and suppliers from any breach of such agreements by Confidant may not be susceptible of determination, and that as a result, SEED may not have an adequate remedy at law for the redress of any such violation, and shall be entitled to injunction or other equitable relief without being required to post any bond. In the event, a court of competent jurisdiction nonetheless requires such a bond, it is expressly agreed that it shall not be required to be in an amount greater than fifty dollars ($50.00).

Initials _____ _____

2. Confidant hereby acknowledges, admits and confesses that all of the covenants and agreements contained herein are necessary for the protection of their business, contacts, customers, clients, and potential purchasers, and that any violation of the terms hereof may result in losses or damages which may not be readily susceptible of determination. Consequently, Confidant hereby acknowledges, admits and confesses that it shall be liable to SEED, at SEED's sole and exclusive option, to liquidated damages in an amount equal to fifty-one percent (51%) of the consideration (whether in cash, interest(s), property or otherwise) acquired by Confidant in violation of the terms hereof.

3. Confidant and SEED affirm that the association and relationship between SEED and Confidant is one of trust and confidence and that such association and relationship would not have been offered or otherwise continued but for the fact that such trust and confidence had been reposed by SEED in Confidant. In view of said association and relationship, Confidant hereby promises and agrees that during said association and relationship and continuing for a period of twenty-four (24) months from the termination of said association and relationship, Confidant shall not in area of market coverage on behalf of anyone other than SEED, solicit or divert, or take away or attempt to take away from SEED or any of its affiliates, any customer or client of any of them with a competitive product, service or technology.

4. Unless otherwise agreed by SEED in writing, Confidant agrees that upon completion of its review of SEED's information and business records, Confidant will immediately surrender to all originals and all copies made of any of SEED's Information (confidential or otherwise), computer disks, cassettes, video cassettes, compact disks, papers, notes, documents, agreements, writings, software, equipment and other property given to Confidant or coming into Confidant's possession by, through, or as a result of its review of SEED's records. Confidant further expressly agrees, understands and acknowledges that, for purposes of this Agreement, all such materials are at all times the sole and exclusive property of SEED.

5. The failure of SEED to insist upon strict compliance by Confidant with one or more covenants and restrictions contained herein, whether on one or more occasions, shall not be construed as a waiver, nor shall such a course of action deprive SEED of the right thereafter to require strict compliance herewith. If the parties hereto waive any of the conditions, terms or provisions contained herein, or any of the duties or obligations of the other party hereunder, such waiver shall be effective only if in writing and signed by the party waiving any such item.

6. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, including, but not limited to, an action for injunctive relief and/or a suit for damages, SEED shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

7. The rights and remedies set forth in this Agreement are cumulative of all other rights and remedies existing at law or in equity, and shall not be deemed to deprive SEED of any such other legal or equitable right or remedy, by judicial proceedings or otherwise, necessary or appropriate to enforce the terms, provisions, conditions and covenants contained in this agreement, or the employment of any remedy hereunder, or otherwise, and shall not prevent the concurrent or subsequent employment of an other appropriate remedy or remedies.

8. If any agreement or restrictive covenant contained herein should be held by any court or other legal authority to be void or unenforceable in any respect, then this Agreement shall thereby be amended (without the need for any action by the parties) so as to bring it into conformity with applicable law. In other words, the matter which is adjudicated to be void or unenforceable shall be modified or severed out of this Agreement, and the other terms of this Agreement shall continue to be in full force and effect and govern the rights and obligations of the parties hereto.

Initials _____ _____

In witness whereof, the Purchaser has executed this Subscription Agreement this 9th day of August, 2007

6000	X	$4.25	=	25,500
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
6000		$25,500		
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Please Print Names as they are to be listed on the stock certificate

Russell W Hurd — Subscriber Signature (one signature only)

[redacted] — Social Security Number(s)

[redacted] — Street Address

[redacted] — City

[redacted], AZ — State

[redacted] — Zip code

[redacted] — Date of birth

[redacted] — Phone Number

[redacted] — Cell phone

Russell.Hurd@[redacted] — Email Address

If

Na

By

Na

Tit

Da

SU

RUSSELL WAYNE HURD
[redacted] AZ [redacted]

103

F+G Life℠

6-2/110

Date 8/9/2007

Pay to the order of SEED Corporation $ 25,500.00

Twenty Five Thousand and Five Hundred and 00/100 Dollars

F & G Asset Account
PAYABLE THROUGH
STATE STREET BANK AND TRUST COMPANY
BOSTON, MA 02107

NOT VALID FOR LESS THAN $250

For Shares of stock

Russell W Hurd

:011000028:0103 [redacted] 207

, 2007

SEED CORPORATION

By: Randall Simonson

Randall Simonson, President

ORIGINAL (COMPANY'S COPY)

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9. No waiver, modification or amendment of the terms of this Agreement shall be of any force or effect unless made by an instrument in writing and executed by all parties hereto.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, AS. IN THE EVENT THAT ANY DISPUTE ARISES HEREUNDER, IT IS SPECIFICALLY STIPULATED THAT THE RIGHTS AND DUTIES OF THE PARTIES HERETO, AND THE VALIDITY, CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE INTERPRETED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ARIZONA AND THE UNITED STATES OF AMERICA.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, IN THE EVENT OF A DISPUTE ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE PARTIES HERETO IRREVOCABLY AGREE AND CONSENT IN ADVANCE TO ANY NECESSARY TRANSFERS OF VENUE, SO THAT VENUE FOR ANY SUCH DISPUTE SHALL LIE IN ANY COURT OF COMPETENT JURISDICTION IN ARIZONA.

DATE: _____

ACCEPTED BY:

Randall D. Simonson, President
S.E.E.D. Corporation

4049 Presidio
Mesa, Arizona 85215

Individual signature

[redacted]
Street Addresses

[redacted] Az [redacted]
City State Zip

Tel: [redacted]

E-Mail: Russell.Hurd@[redacted]

Hurd Computer Consulting Service, LLC
Corporate acknowledgement (Name)

Authorized Signature for the Corporation

Owner
Title

[redacted]
Street Address

[redacted] Az [redacted]
City State Zip

Tel: [redacted]

Fax: [redacted]

SEED
Sustainable Energy Efficient Development
"OUR NAME IS OUR MISSION"
CORPORATION

2/12/2008

Dear Russell Hurd,

As an initial investor in SEED Corporation, you have been issued Investor Warrants to purchase additional Shares as follows (the "Warrants"): a Warrant to purchase .5 (one-half) Shares at an exercise price of $4.50 per Share for a period of nine (9) months from the time of original purchase of the Shares; and (2) a second Warrant to purchase .25 (one-quarter) Shares at an exercise price of $4.75 per Share for a period of eleven (11) months from the original purchase of the Shares.

You purchased 6,000 Shares on August 14, 2007, which gives you the following purchase rights on or before the respective expiration dates:

Warrant Shares	Exercise Price	Expiration Date
3,000 Shares	$4.50 per Share	9 Months
1,500 Shares	$4.75 per Share	11 Months

For your convenience, I have attached a "Notice Of Exercise" form, which you will need to complete in order to exercise your Warrants.

Please read the enclosed PPM Supplement dated February 4, 2008 that supplements and amends the Private Placement Memorandum dated November 12, 2007, also enclosed, regarding the inclusion of any shares exercised being counted to receive Limited Dividend Shares:

The current Offering price is $5.00 per Share. Warrants are, for each 10,000 Shares purchased, the investor will receive warrants to purchase 5,000 additional Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Share purchase.

I have also enclosed your original SEED stock certificate. Please check to make sure we have your name correctly. The entire team at SEED thanks you for your support. We are proud to have you as a shareholder.

Sincerely,

Randall Simonson
President and CEO

SEED Corporation 4049 E. Presidio Street Suite # 101 Mesa, AZ 85215 T: 480-374-7400 F: 480-374-7445
WWW.SEED-CORP.COM

ACC002942
FILE #8228

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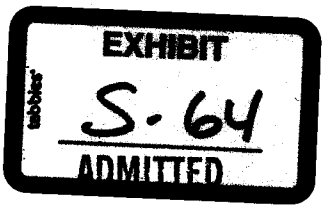
ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription. The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 5000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 5 day of AUGUST, 2007

2353	X	$4.25	=	10,000.30
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
2353		4.25		10,000.30
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

HEIDI JOUTRAS

Please Print Names as they are to be listed on the stock certificate

Denise Joutras
Signature of Purchaser

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

IL
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

5gyedgy32@[redacted]
Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:_____

State of Organization

Name:_____

Title:_____

Address

Date:_____

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this ____ day of _____, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

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(COMPANY'S COPY)

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(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this ___ day of _____, 2007

2353	X	$4.25	=	10,000.30
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
2353		4.25		10,000.30
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

HE101 JoutTAS

Please Print Names as they are to be listed on the stock certificate

Signature of Purchaser

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

IL.
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

Squedgy32@[redacted]
Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:_____

State of Organization

Name:_____

Title:_____

Address

Date:_____

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this ____ day of _____, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

DUPLICATE
(PURCHASER'S AGREEMENT

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In witness whereof, the Purchaser has executed this Subscription Agreement this ___ day of _____, 2007

2353	X	$4.25	=	10,000.30
(No. of Shares Subscribed for)		(Price Per Share)		(Total Subscription Price)
2353		4.25		10,000.30
(No. of Shares Paid for)		(Amount of Paid for Shares)		(Balance of subscribed shares)

Check one of the following if the purchaser is an

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

HEIDI JOUTRAS

Please Print Names as they are to be listed on the stock certificate

Heidi Joutras
Signature of Purchaser

[redacted]
Social Security Number(s)

[redacted]
Street Address

[redacted]
City

Il.
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone Number

[redacted]
Cell phone

Squeogy32@[redacted]
Email Address

If the Purchaser is a PARTNERSHIP, LLC, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

Na

Tit

Dat

SUI

SEE

By:

B-2

1723

2-2566-710

Heidi J. Joutras [redacted]

8-5- 20 07

[redacted] IL [redacted]

Pay to the SEED Corp. $10,000.00

Order of Ten Thousand Dollars no/100 Dollars

"The wolf will live with the lamb..." Isaiah 11:6

HARRIS N.A.

For #2353@4.25

Heidi J Joutras

⑆071025661⑆ [redacted] 9040⑈ 1723

ORIGINAL
(COMPANY'S COPY)

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ACC002953
FILE #8228

stu.keller@azseedcorp.com

From: stu.keller@azseedcorp.com
Sent: Thursday, March 13, 2008 5:22 PM
To: 'reedmejr@[redacted]
Cc: 'marilyn.simonson@azseedcorp.com'
Subject: Per your request from Stu at SEED

JR

Dear Marilyn Simonson, Secretary
SEED Corporation
4049 E. Presidio, Ste 101
Mesa, AZ 85215

Please transfer to, or issue to (if not yet issued), my 2,353 Shares of SEED Corporation stock to James I. Reed, [redacted], AZ [redacted]

Signed and notarized

J. STUART KELLER

SEED CORPORATION

NONDISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT

This Nondisclosure, Non-Circumvention and Non-Competition Agreement (hereinafter referred to as the "Agreement") is made and entered into by and among S.E.E.D. Corporation, an Arizona corporation (hereinafter referred to as "SEED"), and Randall D. Simonson, its president and J. Stuart Keller Executive Vice President an individual, a business, affiliates, employees, officers, directors, shareholders, principals, brokers, associates, clients and other representatives (hereinafter collectively referred to as "Confidant"). This agreement is entered into and acknowledged this 31 day of May, 2007 by the signatures of the parties hereto as signified by their respective signatures set forth below:

WITNESSETH THAT:

WHEREAS, Confidant does hereby represent and warrant that it has no interest in using any information it might hereby obtain to circumvent or compete against S.E.E.D. Corporation ((SEED); and

WHEREAS, Confidant and SEED do hereby acknowledge, admit and confess that the non-competition aspects of this Agreement are ancillary to the otherwise enforceable nondisclosure and non-circumvention aspects of this Agreement; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that this agreement contains reasonable limits as to time, geographical area and scope of activity to be restrained; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that any restraints imposed upon Confidant are not greater than is necessary to protect the goodwill and/or other interests of SEED; and

WHEREAS, SEED desires to provide Confidant with access to the subject information, but also desires that the information and records remain confidential and that Confidant not use any such information to circumvent or compete against SEED, or disseminate any such information to any third party or entity to enable them to circumvent or compete against SEED; and

WHEREAS, Confidant and SEED are entering into this Nondisclosure, Non-Circumvention and Non-Competition Agreement to evidence their understanding, agreements and covenants with respect to the examination of information which is to be disclosed by SEED; and

WHEREAS, Confidant and SEED do hereby agree that the recitations contained herein are contractual in nature and not mere recitations of fact:

NOW, THEREFORE, for and in consideration of the premises, recitations, agreements and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, admitted and confessed, SEED and Confidant do hereby agree as follows:

1. Confidant hereby acknowledges, admits and confesses that all of such covenants and agreements are necessary for the protection of the business of SEED and their information, and that any violation of the terms hereof by Confidant will result in irreparable harm to SEED and that any losses or damages resulting to SEED and/or its customers and suppliers from any breach of such agreements by Confidant may not be susceptible of determination, and that as a result, SEED may not have an adequate remedy at law for the redress of any such violation, and shall be entitled to injunction or other equitable relief without being required to post any bond. In the event, a court of competent jurisdiction nonetheless requires such a bond, it is expressly agreed that it shall not be required to be in an amount greater than fifty dollars ($50.00).

Initials _____ _____

ACC002955
FILE #8228

2. Confidant hereby acknowledges, admits and confesses that all of the covenants and agreements contained herein are necessary for the protection of their business, contacts, customers, clients, and potential purchasers, and that any violation of the terms hereof may result in losses or damages which may not be readily susceptible of determination. Consequently, Confidant hereby acknowledges, admits and confesses that it shall be liable to SEED, at SEED's sole and exclusive option, to liquidated damages in an amount equal to fifty-one percent (51%) of the consideration (whether in cash, interest(s), property or otherwise) acquired by Confidant in violation of the terms hereof.

3. Confidant and SEED affirm that the association and relationship between SEED and Confidant is one of trust and confidence and that such association and relationship would not have been offered or otherwise continued but for the fact that such trust and confidence had been reposed by SEED in Confidant. In view of said association and relationship, Confidant hereby promises and agrees that during said association and relationship and continuing for a period of twenty-four (24) months from the termination of said association and relationship, Confidant shall not in area of market coverage on behalf of anyone other than SEED, solicit or divert, or take away or attempt to take away from SEED or any of its affiliates, any customer or client of any of them with a competitive product, service or technology.

4. Unless otherwise agreed by SEED in writing, Confidant agrees that upon completion of its review of SEED's information and business records, Confidant will immediately surrender to all originals and all copies made of any of SEED's Information (confidential or otherwise), computer disks, cassettes, video cassettes, compact disks, papers, notes, documents, agreements, writings, software, equipment and other property given to Confidant or coming into Confidant's possession by, through, or as a result of its review of SEED's records. Confidant further expressly agrees, understands and acknowledges that, for purposes of this Agreement, all such materials are at all times the sole and exclusive property of SEED.

5. The failure of SEED to insist upon strict compliance by Confidant with one or more covenants and restrictions contained herein, whether on one or more occasions, shall not be construed as a waiver, nor shall such a course of action deprive SEED of the right thereafter to require strict compliance herewith. If the parties hereto waive any of the conditions, terms or provisions contained herein, or any of the duties or obligations of the other party hereunder, such waiver shall be effective only if in writing and signed by the party waiving any such item.

6. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, including, but not limited to, an action for injunctive relief and/or a suit for damages, SEED shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

7. The rights and remedies set forth in this Agreement are cumulative of all other rights and remedies existing at law or in equity, and shall not be deemed to deprive SEED of any such other legal or equitable right or remedy, by judicial proceedings or otherwise, necessary or appropriate to enforce the terms, provisions, conditions and covenants contained in this agreement, or the employment of any remedy hereunder, or otherwise, and shall not prevent the concurrent or subsequent employment of an other appropriate remedy or remedies.

8. If any agreement or restrictive covenant contained herein should be held by any court or other legal authority to be void or unenforceable in any respect, then this Agreement shall thereby be amended (without the need for any action by the parties) so as to bring it into conformity with applicable law. In other words, the matter which is adjudicated to be void or unenforceable shall be modified or severed out of this Agreement, and the other terms of this Agreement shall continue to be in full force and effect and govern the rights and obligations of the parties hereto.

Initials _____ _____

9. No waiver, modification or amendment of the terms of this Agreement shall be of any force or effect unless made by an instrument in writing and executed by all parties hereto.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, AS. IN THE EVENT THAT ANY DISPUTE ARISES HEREUNDER, IT IS SPECIFICALLY STIPULATED THAT THE RIGHTS AND DUTIES OF THE PARTIES HERETO, AND THE VALIDITY, CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE INTERPRETED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ARIZONA AND THE UNITED STATES OF AMERICA.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, IN THE EVENT OF A DISPUTE ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE PARTIES HERETO IRREVOCABLY AGREE AND CONSENT IN ADVANCE TO ANY NECESSARY TRANSFERS OF VENUE, SO THAT VENUE FOR ANY SUCH DISPUTE SHALL LIE IN ANY COURT OF COMPETENT JURISDICTION IN ARIZONA.

DATE: 5/31/07

ACCEPTED BY:

Randall D. Simonson, President
S.E.E.D. Corporation

4049 Presidio
Mesa, Arizona 85215

Individual signature

Street Addresses

City State Zip

Tel:

E-Mail:

Corporate acknowledgement (Name)

Authorized Signature for the Corporation

Title Exec. Manager

Comencc Concepts, Llc

Street Address [redacted]

City [redacted] State AZ Zip [redacted]

Tel:

Fax:

ACC002957
FILE #8228

ACKNOWLEDGEMENT OF RECEIPT OF
PRIVATE PLACEMENT MEMORANDUM NO. 2021

SEED CORPORATION
(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 11-17-07

[redacted], OR [redacted]
Address

[redacted]
Zip code

[redacted]
Phone

Cell Phone

(Offeree Signature)

J. Stuart Keller
(Please print name)

SKELGRO[redacted]
E-mail address

ACC002958
FILE #8228

ROBERT KING.

ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM NO. 2027

SEED CORPORATION

(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 12/22/2007

Robert King
(Offeree Signature)

[redacted]
Address

ROBERT KING
(Please print name)

[redacted] AZ [redacted]
Zip code

[redacted] KING OF AZ@ [redacted]
Phone Cell Phone E-mail address

EXHIBIT
tabbies
5-66
ADMITTED

ACC002959
FILE #8228

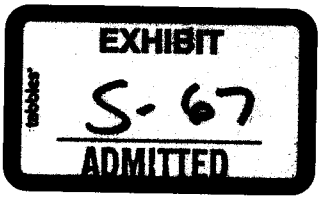
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARE SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription. The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 50,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

___ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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In witness whereof, the Purchaser has executed this Subscription Agreement this 14 day of June, 2007

50,000
(No. of Class A Shares Subscribed for)

50,000	X	$ 1.25	=	212,500
No. Class A of Shares		(Price Per Share)		Total Subscription Price

100 (No. of Shares Paid for)

49,900 (Balance of Shares)

If the purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

JEFF LE BOSS
Please Print Names

[redacted]
Social Security Number(s)

Jeff Le Boss
Signature of Purchaser(s)

[redacted]

[redacted]
Date of birth

Address [redacted] AZ [redacted]
Zip code

JLeBoss@[redacted]
email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

State of Organization

Name:

Title:

Address

Date:

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 14 day of JUNE, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

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SUBSCRIPTION AGREEMENT **SEED CORPORATION**

In witness whereof, the Purchaser has executed this Subscription Agreement this 14 day of JUNE, 2007

50,000
(No. of Class A Shares Subscribed for)

50,000 (No. of Class A of Shares) X $ 1.25 (Price Per Share) = 212,500 (Total Subscription Price)

100 (No. of Shares Paid for) 49,900 (Balance of Shares)

If the purchaser is an INDIVIDUAL, and if purchased as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY:

JEFF LE BOSS
Please Print Names

[redacted]
Social Security Number(s)

Jeff Le Boss
Signature of Purchaser(s)

[redacted]

[redacted]
Date of birth

Address [redacted] AZ, [redacted]
Zip code

JLeBOSS@NY-YANKEES.NET
email address

EMILY R. CAMILLO
JEFFERY K. LE BOSS
[redacted] AZ [redacted]

11-4288/4288
1210
0473430759
3004
Date 7/14/07

Pay to the Order of SEED CORPORATION $ 425.00/cents

FOUR HUNDRED & TWENTY FIVE ---- Dollars

Wells Fargo Bank, N.A.
California
wellsfargo.com

Jeff Le Boss

Memo

[redacted] 0759 3004

SUBSCRIPTION ACCEPTED AND AGREED TO this 14 day of JUNE, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

NEED HOME PHONE SAME

CELL [redacted]

SEED CORPORATION

NONDISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT

This Nondisclosure, Non-Circumvention and Non-Competition Agreement (hereinafter referred to as the "Agreement") is made and entered into by and among S.E.E.D. Corporation, an Arizona corporation (hereinafter referred to as "SEED"), and Randall D. Simonson, its president and JEFF LE BOFF an individual, a business, affiliates, employees, officers, directors, shareholders, principals, brokers, associates, clients and other representatives (hereinafter collectively referred to as "Confidant"). This agreement is entered into and acknowledged this 6 day of JUNE, 2007 by the signatures of the parties hereto as signified by their respective signatures set forth below:

WITNESSETH THAT:

WHEREAS, Confidant does hereby represent and warrant that it has no interest in using any information it might hereby obtain to circumvent or compete against S.E.E.D. Corporation ((SEED); and

WHEREAS, Confidant and SEED do hereby acknowledge, admit and confess that the non-competition aspects of this Agreement are ancillary to the otherwise enforceable nondisclosure and non-circumvention aspects of this Agreement; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that this agreement contains reasonable limits as to time, geographical area and scope of activity to be restrained; and

WHEREAS, Confidant has and does hereby acknowledge, admit and confess that any restraints imposed upon Confidant are not greater than is necessary to protect the goodwill and/or other interests of SEED; and

WHEREAS, SEED desires to provide Confidant with access to the subject information, but also desires that the information and records remain confidential and that Confidant not use any such information to circumvent or compete against SEED, or disseminate any such information to any third party or entity to enable them to circumvent or compete against SEED; and

WHEREAS, Confidant and SEED are entering into this Nondisclosure, Non-Circumvention and Non-Competition Agreement to evidence their understanding, agreements and covenants with respect to the examination of information which is to be disclosed by SEED; and

WHEREAS, Confidant and SEED do hereby agree that the recitations contained herein are contractual in nature and not mere recitations of fact:

NOW, THEREFORE, for and in consideration of the premises, recitations, agreements and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, admitted and confessed, SEED and Confidant do hereby agree as follows:

1. Confidant hereby acknowledges, admits and confesses that all of such covenants and agreements are necessary for the protection of the business of SEED and their information, and that any violation of the terms hereof by Confidant will result in irreparable harm to SEED and that any losses or damages resulting to SEED and/or its customers and suppliers from any breach of such agreements by Confidant may not be susceptible of determination, and that as a result, SEED may not have an adequate remedy at law for the redress of any such violation, and shall be entitled to injunction or other equitable relief without being required to post any bond. In the event, a court of competent jurisdiction nonetheless requires such a bond, it is expressly agreed that it shall not be required to be in an amount greater than fifty dollars ($50.00).

Initials _____ _____

ACC002969
FILE #8228

2. Confidant hereby acknowledges, admits and confesses that all of the covenants and agreements contained herein are necessary for the protection of their business, contacts, customers, clients, and potential purchasers, and that any violation of the terms hereof may result in losses or damages which may not be readily susceptible of determination. Consequently, Confidant hereby acknowledges, admits and confesses that it shall be liable to SEED, at SEED's sole and exclusive option, to liquidated damages in an amount equal to fifty-one percent (51%) of the consideration (whether in cash, interest(s), property or otherwise) acquired by Confidant in violation of the terms hereof.

3. Confidant and SEED affirm that the association and relationship between SEED and Confidant is one of trust and confidence and that such association and relationship would not have been offered or otherwise continued but for the fact that such trust and confidence had been reposed by SEED in Confidant. In view of said association and relationship, Confidant hereby promises and agrees that during said association and relationship and continuing for a period of twenty-four (24) months from the termination of said association and relationship, Confidant shall not in area of market coverage on behalf of anyone other than SEED, solicit or divert, or take away or attempt to take away from SEED or any of its affiliates, any customer or client of any of them with a competitive product, service or technology.

4. Unless otherwise agreed by SEED in writing, Confidant agrees that upon completion of its review of SEED's information and business records, Confidant will immediately surrender to all originals and all copies made of any of SEED's Information (confidential or otherwise), computer disks, cassettes, video cassettes, compact disks, papers, notes, documents, agreements, writings, software, equipment and other property given to Confidant or coming into Confidant's possession by, through, or as a result of its review of SEED's records. Confidant further expressly agrees, understands and acknowledges that, for purposes of this Agreement, all such materials are at all times the sole and exclusive property of SEED.

5. The failure of SEED to insist upon strict compliance by Confidant with one or more covenants and restrictions contained herein, whether on one or more occasions, shall not be construed as a waiver, nor shall such a course of action deprive SEED of the right thereafter to require strict compliance herewith. If the parties hereto waive any of the conditions, terms or provisions contained herein, or any of the duties or obligations of the other party hereunder, such waiver shall be effective only if in writing and signed by the party waiving any such item.

6. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, including, but not limited to, an action for injunctive relief and/or a suit for damages, SEED shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

7. The rights and remedies set forth in this Agreement are cumulative of all other rights and remedies existing at law or in equity, and shall not be deemed to deprive SEED of any such other legal or equitable right or remedy, by judicial proceedings or otherwise, necessary or appropriate to enforce the terms, provisions, conditions and covenants contained in this agreement, or the employment of any remedy hereunder, or otherwise, and shall not prevent the concurrent or subsequent employment of an other appropriate remedy or remedies.

8. If any agreement or restrictive covenant contained herein should be held by any court or other legal authority to be void or unenforceable in any respect, then this Agreement shall thereby be amended (without the need for any action by the parties) so as to bring it into conformity with applicable law. In other words, the matter which is adjudicated to be void or unenforceable shall be modified or severed out of this Agreement, and the other terms of this Agreement shall continue to be in full force and effect and govern the rights and obligations of the parties hereto.

Initials J. C _____ _____

9. No waiver, modification or amendment of the terms of this Agreement shall be of any force or effect unless made by an instrument in writing and executed by all parties hereto.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, AS. IN THE EVENT THAT ANY DISPUTE ARISES HEREUNDER, IT IS SPECIFICALLY STIPULATED THAT THE RIGHTS AND DUTIES OF THE PARTIES HERETO, AND THE VALIDITY, CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT, SHALL BE INTERPRETED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ARIZONA AND THE UNITED STATES OF AMERICA.

THIS AGREEMENT IS MADE AND IS TO BE PERFORMED IN MESA, ARIZONA, IN THE EVENT OF A DISPUTE ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE PARTIES HERETO IRREVOCABLY AGREE AND CONSENT IN ADVANCE TO ANY NECESSARY TRANSFERS OF VENUE, SO THAT VENUE FOR ANY SUCH DISPUTE SHALL LIE IN ANY COURT OF COMPETENT JURISDICTION IN ARIZONA.

DATE: 6-6-07

ACCEPTED BY:

Randall D. Simonson, President
S.E.E.D. Corporation

4049 Presidio
Mesa, Arizona 85215

Individual signature

[redacted]

Street Addresses

[redacted] AL [redacted]

City State Zip

[redacted]

Tel: _____

E-Mail: _____

Corporate acknowledgement (Name)

Authorized Signature for the Corporation

Title

Street Address

City State Zip

Tel: _____

Fax: _____

CHRIS MURRAY
STEVE EVENS

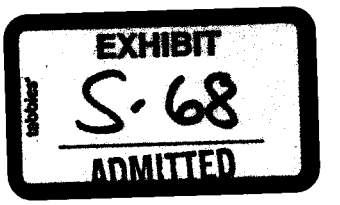
B-1

ORIGINAL
(COMPANY'S COPY)

SEED CORPORATION

FOUNDER'S SHARES SUBSCRIPTION AGREEMENT

SEED CORPORATION
4049 E. Presidio ST
Mesa, Arizona 85215



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of shares (the "Shares") of Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to_____ shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this

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subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

✓ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

✓ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

COPYRIGHT 2007 S. PIERCE, ALL RIGHTS RESERVED.
CONFIDENTIAL PPM - UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED. Chris Murray

In witness whereof, the Purchaser has executed this Subscription Agreement this 10 day of July, 2007

12,000 X $ 4.25 = $51,000
No. of Shares Subscribed for (Price Per Share) Total Subscription Price

12,000 _____
(No. of Shares Paid for) (Balance of shares) not paid for

Check one of the following If the purchaser is an
☐ INDIVIDUAL, if purchased as ☑ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as
☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

Christopher Murray & Steve Evans [redacted]
Please Print Names Social Security Number(s)

Signature of Purchaser

[redacted]
Street Address City

CA [redacted]
State Zip code Date of birth

[redacted] cmmurray225@[redacted]
Phone number Cell phone email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust Federal Taxpayer I.D. No.

By:_____ State of Organization

Name:_____

Title:_____ Address

Date:_____ Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 17 day of July, 2007

SEED CORPORATION

By:_____
Randall Simonson, President

B-2 DUPLICATE ORIGINAL

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Re: SEED Subscription Agreement
From: **Chris Murray** (cmmurray225@[redacted]
Sent: Sat 7/28/07 4:11 PM
To: L P (lisa_106@[redacted]

Hi Lisa,

I'm just back from vacation and wanted to confirm our phone conversation. Sorry if I was a bit disoriented when we spoke, it was a little early in the morning in Italy.

Both Steven Evans and I are accredited investors and would like the shares registered "Joint Tenants with Rights of Survivorship".

Let me know if you have any additional questions. I look forward to updates from SEED on this exciting venture.

Chris Murray

----- Original Message -----
From: L P
To: cmmurray225@[redacted]
Sent: Monday, July 16, 2007 5:11 PM
Subject: SEED Subscription Agreement

SEED Corporation

4049 E. Presidio Street Suite 101

Mesa, Arizona 85215

480 374-7440

Dear Chris Murray,

We received your SEED Founder's Shares Subscription Agreement today. Thank you for getting it back to us so quickly. You have two names down as purchaser(subscriber). If you both are accredited investors it won't matter. If this is not the case, we would like to have you send us back pages 8& 16 with the one signature of the accredited subscriber. I've attached another Subscription Agreement to this email for your convenience. Also, you did not check a box for how you want your stock to be made out. Since it will be in both of your names, you might want to make it Joint Tenants With Rights Of

OEI OKKY

ACKNOWLEDGEMENT OF RECEIPT OF
PRIVATE PLACEMENT MEMORANDUM NO. 2039

SEED CORPORATION
(This form MUST be completed by offeree upon receiving the Private Placement Memorandum)

This Private Placement Memorandum is for your confidential use only, and is not to be copied or distributed.

The person receiving this Private Placement Memorandum (the "Memorandum") of SEED CORPORATION (the "Company") acknowledges that he/she will have an opportunity, prior to acceptance of any subscription for the common shares of stock, of no par value (the "Shares"), described herein, to review all pertinent facts concerning the investment and will have the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire such information without unreasonable effort or expense, necessary to verify the accuracy of the information contained in this Memorandum. The person receiving this Memorandum will further be required to make certain representations including, but not limited to, his/her (a) financial suitability for such investment; (b) understanding of all of the risks of such investment; and (c) understanding that such investment is not liquid or easily transferable.

No offer of Shares is made, nor will any subscription be accepted, prior to receipt by the Company of the Subscription Agreement attached to this Memorandum.

The undersigned, as a condition to the receipt of this Memorandum, represents as follows:

He/She was not solicited by any form of general solicitation or general advertising, including, but not limited to, the following:

Any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or

Any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.

He/She has knowledge and experience in financial and business matters; is capable of evaluating the merits and risks of an investment in Shares; and is capable of bearing the economic risk of the investment.

He/She has received the numbered copy of the Memorandum attached hereto; will use the Memorandum only for his/her purposes in determining the desirability of investment in the Shares offered thereby; will not further distribute this Memorandum; and will not divulge, communicate or disclose or use to the detriment of the Company any of the information disclosed in this Memorandum, including, but not limited to, technical, trade, financial, markets, products, services or other confidential information of the Company.

Execution of this document does not indicate any intent to subscribe to and purchase the shares offered hereby.

Date: 1/23/08

Victorine L. Oei
(Offeree Signature)

[redacted]
Address

VICTORINE L. OEI
(Please print name)

[redacted] AZ [redacted]
Zip code

[redacted]
Phone

Cell Phone

vickioei@[redacted]
E-mail address

EXHIBIT
S-69
ADMITTED

ACC002981
FILE #8228

DIANE PATTON

EXHIBIT A

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby subscribes for and agrees to purchase the following securities of the Company pursuant to the terms of the Private Placement Memorandum of the Company dated November 12, 2007, as amended by that certain Supplement dated February 12, 2008 (the "Memorandum"):

6,000 shares of Class A Stock of the Company (the "Common Shares"), at a price per share of ~~$5.00~~ $4.25 DMP. such Common Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. For each 10,000 Common Shares purchased by the undersigned, the undersigned will receive warrants to purchase 5,000 additional Common Shares at an exercise price of ~~$6.00~~ per share, to be purchased within thirty-six (36) months of the original Common Share purchase (the "Warrants"). The Common Shares and Warrants shall be referred to herein as the "Shares." already in @ 4.25 offering DMP.

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $_____, representing $5.00 per share multiplied by the number of Common Shares.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

EXHIBIT S-70 ADMITTED

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

3. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

4. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 14 day of March, 2008.

Diane M Patton
(Signature of Purchaser)

DIANE M. PATTON
(Name of Purchaser)

Accepted and agreed to this ____
day of _____, 2008.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), dated November 12, 2007, as amended by that certain Supplement dated February ____, 2008, along with the accompanying Subscription Agreement and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement and Accredited Investor Questionnaire. I am aware that legal, financial and related matters contained in the Subscription Agreement and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2008.

Signature: _____
Name: _____

Name of Prospective Purchaser: Diane Patton
(Please Print)

State of Domicile: California

Date: March 14, 2008

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN. SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

EXHIBIT B

INVESTMENT ELECTION

The undersigned by signing below acknowledges that SEED Corporation, an Arizona corporation (the "Company"), has offered to the undersigned, on the terms and subject to the conditions set forth in the Company's Private Placement Memorandum dated October 30, 2007 (the "Memorandum"), the right to elect to: (i) reaffirm the undersigned's initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company to fully pay for such Shares, or (iii) rescind the undersigned's initial investment and receive a return of the full subscription price paid without interest.

The undersigned hereby elects to: **(CHOOSE ONLY ONE)**

X Reaffirm the undersigned's initial investment in the Shares in the amount that has already been paid, or if fully paid, in the amount originally subscribed for. **If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents.**

____ Reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, which the undersigned has not yet fully paid for. **If the undersigned elects this option, the undersigned also must complete and execute the Subscription Agreement, Accredited Investor Questionnaire, and any related documents, and must remit funds to the Company sufficient to fulfill the obligation the undersigned originally subscribed for.**

____ Rescind the undersigned's initial investment and receive a return of the full subscription price without interest. The undersigned by signing below agrees that, in consideration for the return of the full subscription price without interest, which the undersigned acknowledges is sufficient consideration, the undersigned (for himself, his agents, heirs, executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company, and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's investment in the Shares. The undersigned owns no other shares of the Company's capital stock, and holds no warrants, options or other rights to acquire any of the Company's equity securities in the future. The undersigned by signing below also acknowledges and agrees that this release is a general release, and further expressly waives any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

[SIGNATURES ON FOLLOWING PAGE]

ACC002986
FILE #8228

EXHIBIT C

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

Mail to: Fennemore Craig, P.C.
Attention: Robert Pasionek
3003 N. Central Ave., Ste. 2600
Phoenix, Arizona 85012

1. Subscription. The undersigned, desiring to invest in SEED Corporation, an Arizona corporation (the "Company"), hereby rejects the rescission offer made by the Company in the Private Placement Memorandum dated October 30, 2007 (the "Memorandum") and subscribes for and agrees to purchase the following securities of the Company:

6,000 shares of Class A Stock of the Company (the "Shares"), at a price per share of $4.25 Ea, such Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price.

As per check dated July 10th, 2007 in amount of $25,500 check # 2022

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $_____, representing $_____ per share multiplied by the number of Shares, less any amount previously remitted to the Company under the previous offering.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

2. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

3. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

4. Release. The undersigned (for himself, his agents, heirs executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's original investment in the Shares. The undersigned by signing below also acknowledges and agrees that this is a general release, and further expressly waives and assumes the risk of any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 13 day of December 2007.

(Signature of Purchaser)

DIANE M. PATTON
(Name of Purchaser)

Accepted and agreed to this 13
day of December 2007.

SEED Corporation

By:
Name: DIANE M PATTON
Title: Investor Equity Owner

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2007.

Signature: _____
Name: _____

INDIVIDUAL(S):

Signature: Diane M Patton

Name (Print): DIANE M. PATTON

Date: 12/13/07

Signature: _____

Name (Print): _____

Date: _____

ENTITY:

Name of Entity: DIANE M. PATTON

Signature: Diane M Patton

Name and Title of Signer (Print): Investor / INVESTOR / EQUITY OWNER

Date: 12/13/07

CONSENT OF SPOUSE: N/A

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2007.

Signature: _____

Name: _____

EXHIBIT D

INVESTOR QUESTIONNAIRES

The undersigned person, desiring to acquire information in connection with a potential investment in SEED Corporation, an Arizona corporation (the "Company"), hereby completes and provides to the Company this Investor Questionnaire. **ALL INFORMATION WILL BE TREATED CONFIDENTIALLY.** Individuals, Entities and Equity Owners of Entities, as applicable, must provide all the information that follows in order to receive information about the Company. Attach additional sheets if necessary.

Special Instructions:

- **Individuals** should complete Sections 1 through 3 and Section 11 and should read Section 10.
- **Entities** should complete Sections 4 through 6 and Section 11 and should read Section 10.
- If necessary, the **Equity Owners of Entities** should complete Sections 7 through 9 and should read Section 10.

INDIVIDUAL INVESTOR INFORMATION (Sections 1 through 3) (to be completed only if the investor is an individual and will be holding the stock of the Company as an individual).

1. **Individual Investor(s).**

(A) Legal Name: DIANE M. PATTON

(B) Mailing Address: [redacted]

[redacted] CA [redacted]

(C) Business Address: _____

_____

(D) Business Telephone: (___) _____

(E) Occupation: RETIRED TEACHER, REIKI/ RELAXATION PRACTIONER

(F) Age: 57

(G) Marital Status: DIVORCED

(H) Home Address (Complete only if different from either address above):

_____

_____

(I) Home Telephone: [redacted]

(J) Level of Education (check highest level completed):

High School _____ Bachelor's Degree _____ Master's Degree X

Doctorate _____ Professional Degree _____

Name of Investor Completing Questionnaire: Diane M Patton

- Individual Investors, continued –

(K) In which state(s) or province(s), if any, are you registered to vote?

CALIFORNIA

(L) In which state(s) or province(s), if any, do you presently hold a valid driver's license?

CALIFORNIA

(M) Please list your driver's license number(s).

[redacted]

2. **"Accredited" Status For Individual(s):**

(A) Does your individual net worth (inclusive of home, furnishings and automobiles) or the joint net worth of you and your spouse (if any), exceed $1,000,000 at the present time?

Yes X No _____

(B) Did your individual income exceed $200,000, or did your joint income with your spouse, if any, exceed $300,000, in each of the past two years, and do you reasonably expect an income in excess of the same level this year?

(For this purpose, individual income is computed by adding the following items to adjusted gross income for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt securities, any losses allocated from a limited liability company, amounts contributed to an IRA or Keogh retirement plan and alimony payments.)

Yes _____ No X

Please list your annual income for the following years:

2005 $47,791

2006 $51,014

2007 (estimated) $58,538

(C) Are you a director, executive officer, or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company?

Yes _____ No X

3. **Individual Experience Questions.**

(A) Have you ever invested in a passive real estate investment? If you mean ? REIT INVESTOR.

Yes _____ No X

If yes, how many times? _____ Yes @ present & since 2005

Name of Investor Completing Questionnaire: Jane M Patton

- Individual Experience Questions, continued -

(B) Have you ever sued a corporation, limited liability company, general partner, managing member or executive officer?

Yes _____ No X

If yes, please explain in detail: _____

_____

_____

_____

ENTITY INFORMATION (Sections 4 through 6)

TO BE COMPLETED ON BEHALF OF _____ (THE "INVESTOR" OR THE "ENTITY").

4. **General Information**

(A) Name of Investor: _____

(B) Date of formation: _____

(C) Purpose of formation (please note particularly whether the purpose is to make this investment):

_____

_____

(D) State of formation: _____

(E) State of principal place of business: _____

(F) States in which Entity is qualified to do business:

_____

_____

(G) Mailing address:

_____

_____

(H) Business telephone: _____

(I) Number of members:

_____

5. **Investment Authority**

Name of Investor Completing Questionnaire: Jesse McPatton

The Entity may be required by the Company to provide information with respect to investment authority including, without limitation, corporate resolutions and an opinion of counsel.

6. **Accredited Investor Status**

Is the Entity an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act"), by virtue of being any of the following?

(A) A 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?

Yes _____ No _____

(B) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934?

Yes _____ No _____

(C) An insurance company as defined in Section 2(a)(13) of the Act?

Yes _____ No _____

(D) An investment company registered under the Investment Company Act of 1940?

Yes _____ No _____

(E) A business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940?

Yes _____ No _____

(F) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958?

Yes _____ No _____

(G) A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, which plan has total assets in excess of $5,000,000?

Yes _____ No _____

(H) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 and (a) the investment decision relating to the stock of the Company is being 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 (b) the plan has total assets in excess of $5,000,000, or (c) the plan is a self-directed plan with investment decisions made solely by persons who are accredited investors?

Yes _____ No _____

(I) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940?

Yes _____ No _____

- Accredited Investor Status Continued -

Name of Investor Completing Questionnaire: _____

(J) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring stock of the Company, with total assets in excess of $5,000,000?

Yes _____ No _____

(K) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring stock of the Company, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act?

Yes _____ No _____

(L) An entity, all of the equity owners of which are accredited investors because each such owner can answer "yes" to one or more of the foregoing questions or, if a natural person, to one or more of the questions set forth in Section 2(A), (B) or (C) of this Accredited Investor Questionnaire?

Yes _____ No _____

If you checked "Yes" to Section 6 only in subsection (L), please have each equity owner of the Entity (i.e., each member, shareholder, or other interest or unit holder) complete a copy of Sections 7, 8 and 9 of this Accredited Investor Questionnaire entitled "Equity Owner Information" on pages 6 to 9. (Please make additional copies of these sections as necessary.)

Otherwise, if you did not check "Yes" to Section 6 only in subsection (L), proceed to Section 10 and do not complete Sections 7, 8 or 9.

EQUITY OWNER INFORMATION (Sections 7 through 9) (to be completed only if the applicable entity is an accredited investor solely by virtue of the fact that all equity owners of such entity are accredited investors.)

TO BE COMPLETED BY EACH EQUITY OWNER (i.e., PARTNER, SHAREHOLDER, MEMBER, GRANTOR OR BENEFICIARY). (Please make additional copies for each equity owner as necessary.)

7. **General Information on Equity Owner**

Name: _____

Mailing Address: _____

_____

Business Telephone: (___) _____

8. **Personal Data (to be completed by Individuals only)**

Age: _____ Marital Status: _____

Home Address (Complete only if different from address above):

_____

_____

Home Telephone: (___) _____

9. **"Accredited" Status of Equity Owner**
For Individuals:

Name of Investor Completing Questionnaire: _____

(A) Does your individual net worth (inclusive of home, furnishings and automobiles) or the joint net worth of you and your spouse (if any), exceed $1,000,000 at the present time?

Yes _____ No _____

(B) Did your individual income exceed $200,000, or did your joint income with your spouse, if any, exceed $300,000, in each of the past two years, and do you reasonably expect an income in excess of the same level this year?

(For this purpose, individual income is computed by adding the following items to adjusted gross income for federal income tax purposes (but not including any amounts attributable to a spouse or property owned by a spouse): any deductions for long-term capital gain or depletion, any exclusion of interest earned on tax-exempt securities, any losses allocated from a limited liability company, amounts contributed to an IRA or Keogh retirement plan and alimony payments.)

Yes _____ No _____

(C) Are you a director, executive officer, or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company?

Yes _____ No _____

For Entities/Non-Individuals:

Are you:

(D) A 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?

Yes _____ No _____

(E) A broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934?

Yes _____ No _____

(F) An insurance company as defined in Section 2(a)(13) of the Act?

Yes _____ No _____

(G) An investment company registered under the Investment Company Act of 1940?

Yes _____ No _____

(H) A business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940?

Yes _____ No _____

(I) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958?

Yes _____ No _____

- "Accredited" Status of Equity Owner, continued –

Name of Investor Completing Questionnaire: _____

(J) A plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, which plan has total assets in excess of $5,000,000?

Yes _____ No _____

(K) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 and (a) the investment decision is being 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 (b) the plan has total assets in excess of $5,000,000 or (c) the plan is a self-directed plan with investment decisions made solely by persons who are accredited investors?

Yes _____ No _____

(L) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940?

Yes _____ No _____

(M) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring stock of the Company, with total assets in excess of $5,000,000?

Yes _____ No _____

(N) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring stock of the Company, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act?

Yes _____ No _____

(O) An entity, all of the equity owners of which are accredited investors because each such owner can answer "yes" to one or more of the foregoing questions or, if a natural person, to one or more of the questions set forth in Section 2(A), (B) or (C) of this Accredited Investor Questionnaire?

Yes _____ No _____

If you checked "Yes" to Section 9 only in subsection (O), please have each equity owner of the applicable entity (i.e., each partner, shareholder, member, grantor or beneficiary) complete a copy of Sections 7, 8 and 9 of this Questionnaire entitled "Equity Owner Information" on pages 7 to 9. (Please make additional copies of these sections as necessary.)

Otherwise, if you did not check "Yes" to Section 9 only in subsection (O), proceed to Section 10 below.

10. **Representation and Warranty**. The undersigned hereby represents and warrants to the Company that (a) the information contained herein is complete and accurate and may be relied upon by the Company and (b) the undersigned will notify the Company immediately, of any material change in any of such information occurring prior to the acceptance or rejection of his, her or its subscription for Securities.

Name of Investor Completing Questionnaire: _____

11. **Number of Shares Subscribed**. In the prior offering by the Company, conducted approximately between June 2007 and August 2007, I subscribed for 6000 Class A shares (please fill in number). In addition, in connection with my subscription I received warrants to purchase 2000 Class A shares (please fill in number).

6,000 shares subscribed @ 4.25 Total subscription price paid $25,500

IN WITNESS WHEREOF, I have executed this Investor Questionnaire this 13 day of December, 2007.

Name of Investor Completing Questionnaire: _____

ACC002998
FILE #8228

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION 4049 East
Presidio Street, Suite 101 Mesa,
Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto as ***"Exhibit*** A", and certifies that either (**check only one**):

A. ☑ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☑ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☐ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____

_____

_____

(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

❑ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement;

_____

_____

_____

(describe entity)

B. ❑ The undersigned is not an "Accredited Investor" but has provided a statement describing his/her knowledge and experience in financial and business matters, which is attached hereto. Kindly provide sufficient detail so that the Company's legal counsel may conclude that the undersigned is capable of evaluating the merits and risks of investment in the Company.

2. **Entity Type.** The undersigned is (check only one):

❑ An individual

❑ A corporation

❑ A partnership

❑ A trust

❑ Other:

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is:

_____

4. **Address.** The address of the undersigned is:

_____

_____

_____

The phone, fax and contact person (if an entity) are as follows:

Phone: _____

Fax: _____ E Mail: _____

Contact: _____

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's

investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: 3/14/2008

Very truly yours,

DIANE M. PATTON
Print Name of Investor

Diane M Patton
Signature

Print Title (if applicable)

Print Name of joint investor or other person whose signature is required

Signature

Print Title (if applicable)

In witness whereof, the Purchaser has executed this Subscription Agreement this 3 day of July, 2007

6,000 No. of Shares Subscribed for X $ 4.25 (Price Per Share) = $25,500 Total Subscription Price

(No. of Shares Paid for) (Balance of shares) not paid for

Check one of the following If the purchaser is an
(INDIVIDUAL) if purchased as JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY:

DIANE M. PATTON [redacted]
Please Print Names Social Security Number(s)

Diane M. Patton
Signature of Purchaser

[redacted] [redacted]
Street Address City

CA [redacted]
State Zip code

[redacted]
Date of birth

[redacted] [redacted] dianm.lite@ [redacted]
Phone number Cell phone email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust Federal Taxpayer I.D. No.

By: State of Organization

Name: [redacted]

Title: DIANE M PATTON [redacted] CA [redacted] 2022

Date: July 10, 2007 90-7162/3222

Pay to the Order of The SEED CORPORATION $ 25,500

SUBS Twenty-five thousand, five hundred [redacted]

SEED Washington Mutual
Washington Mutual Bank, FA
Westlake Village Financial Center 1583
248 Hampshire Road
Westlake Village, CA 91361
1-800-788-7000
24 Hour Customer Service
PLATINUM CUSTOMER

By: For Diane M Patton

Ri

B-2 ⑆322271627⑆ [redacted] 6091 2022

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ACC003003
FILE #8228

Madiane M. Patton
[redacted] CA [redacted]

12/14/07

Robert A. Pasionek, Esq.
Fennemor Craig, P.C.
3003 North Central Ave. Suite 2600
Phoenix, Arizona 85012-2913

Dear Robert A. Pasionek &
Fennemor Craig, PC

I have been out of state and am just getting to answer paperwork so I am returning my investment Election for SEED Corporation (the "Company") I spoke with Randy Simonson this week and I am electing to remain as an investor. Enclosed is all the paperwork. Please call if you have questions.

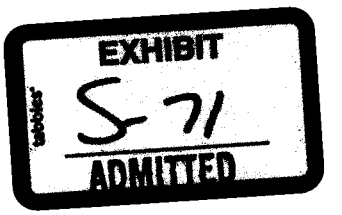
Sincerely,
Jane M Patton
[redacted]

(PURCHASER'S COPY)

SEED CORPORATION

FOUNDER'S SHARES SUBSCRIPTION AGREEMENT

SEED CORPORATION
2010 E. University Drive # 24
Tempe, Arizona 85281



Attention: Randall Simonson, President

Subscription: The undersigned (the "Purchaser"), intending to be legally bound, hereby irrevocably agrees to purchase from SEED CORPORATION (the "Company") the number of Class A shares (the "Shares") of Class A Common Stock, of no par value (the "Common Shares"), set forth on the signature page hereof, at a purchase price of $4.25 per share

This subscription is submitted to the Purchaser in accordance with and subject to the terms and conditions described in this Subscription Agreement and without a SEED CORPORATION'S Confidential Private Placement Memorandum , but is relying mainly on the representations of the Company's management and independent feasibility studies provided by them, as amended or supplemented from time to time, including all attachments, schedules and exhibits thereto, relating to the offering by the Company (the "Company"), of up to 10,000 shares of Class A Common Stock.

The terms of the Offering are more completely described in the offering summary and such terms are incorporated herein in their entirety. Certain terms used but not otherwise defined herein shall have the respective meanings provided in the offering summary.

Payment: The Purchaser encloses herewith a check payable to, or will immediately make a wire transfer payment to SEED CORPORATION, in the full amount of the purchase price of the Shares being subscribed for. To request wire transfer instructions, please contact Randall Simonson, the company's President, at (602) 531 - 5211. Such funds will be held for the Purchaser's benefit, and will be returned promptly, without interest, penalty, expense or deduction if this Subscription Agreement is not accepted by the Company.

Deposit of Funds: The Purchaser acknowledges and understands that minimum subscriptions from investors have been received by the Company prior to acceptance of this Subscription Agreement and the Company's deposit and use of the funds payable by the Purchaser herewith.

Acceptance of Subscription: The Purchaser understands and agrees that the Company in its sole discretion reserves the right to accept or reject this or any other subscription for Shares, notwithstanding prior receipt by the Purchaser of written notice of acceptance of this Subscription Agreement. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Purchaser an executed copy of this Subscription Agreement. Purchaser agrees if this subscription is rejected or the Offering is terminated prior to acceptance of this subscription, all

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funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement shall thereafter be of no further force of effect.

Representations and Warranties: The Purchaser hereby acknowledges, represents, warrants and agrees as follows:

None of the Shares offered hereby are registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Purchaser understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Section 4(6) thereof and the provisions of Regulation D section 506 promulgated thereunder, based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

The Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, the "Advisors"), have received the feasibility studies and all other documents requested by the Purchaser, have carefully reviewed them and understand the information contained therein and conference with the principals with regard to the Company and its business;

Neither the Securities and Exchange Commission nor any state securities commission has approved the Shares, or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the offering summary, and the feasibility studies have not been reviewed by any Federal, state or other regulatory authority:

In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the what was furnished or as contained in documents or answers to questions so furnished to the Purchaser or the Advisors by the Company;

The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Shares through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media, or broadcast over television or radio, in connection with the Offering and is not subscribing for shares and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally;

The Purchaser or the Purchaser's representative, as the case may be, together with the Advisors, have such knowledge and experience in financial and business matters, and, in particular, investments in securities, so as to enable them to utilize the information made available to them in connection with the Offering to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto;

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The Purchaser is acquiring the Shares solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Shares, and the Purchaser has no plans to enter into any such agreement or arrangement;

The Purchaser must bear the substantial economic risks of the investment in the Shares indefinitely because the Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the certificates representing the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in the company's stock books. Stop transfer instructions will be placed with the transfer agent of the Company's securities. It is not anticipated that there will be any market for resale of the Shares and the Shares will not be freely transferable at any time in the foreseeable future;

The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity of the investment in the Shares for an indefinite period of time;

The Purchaser is aware that an investment in the Shares involves a number of very significant risks and has carefully read and considered the matters set forth under the caption "Risk Factors" in the offering summary;

The purchaser meets at least one of the requirements for an "accredited investor" as set forth in Section 16 below;

The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, limited liability company or partnership, association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Shares, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Shares, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; and (iii)if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription agreement and make an investment in the company, and that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate

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or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound;

The purchaser and the Advisors, if any, had the opportunity to obtain any additional information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the offering summary and all documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer any questions and provide such additional information regarding the terms and conditions of this particular investment and the finances, operations, business and prospects of the Company deemed relevant by the Purchaser or the Advisors, if any, and all such questions have been answered and all requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to the Purchaser's full satisfaction; and

Blue Sky Information:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF ANY MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MUST NOT BE RELIED ON.

Non-Accredited Investors: Under Regulation D sub section 506 a total of thirty five (35) non-accredited may subscribe to Shares of SEED CORPORATION provided that they are given information and disclosure documents that is generally the same as that used in registered offerings and/or any information that was provided any accredited investors, it is further understood and agreed by the Purchaser that their purchase of Shares is for investment purposes only and not with a view towards distribution or resale and the issued securities are "restricted" and may not be sold for at least a year without registering the transaction. Purchasers of these securities must have enough knowledge and experience in finance and business matters to evaluate the risks and merits of the investment, or be able to bear the investment's economic risk. Officers and directors of SEED CORPORATION are available to answer any questions a Purchaser may have.

Indemnification: The Purchaser agrees to indemnify and hold harmless the Company and its officers, directors, employees, agents, control persons and affiliates against all losses, liabilities,

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claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgement, representation or warranty, or misrepresentation or omission to state or material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscriptions Agreement.

Irrevocability; Binding Effect: The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Purchaser and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Modification: This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by Certified Mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above, or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section 9). Any notice or other communication given by Certified Mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the shares shall be made only in accordance with all applicable laws.

Applicable Law: This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without regard to its conflicts of laws principles. The Purchaser hereby irrevocably submits to the jurisdiction of any Arizona state court or United States Federal court sitting in Pima County over any action or proceeding arising out of or relating to this Subscription Agreement or any agreement contemplated hereby, and the Purchaser hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Arizona state or Federal court. The Purchaser further waives any objections to venue in such State and any objection to an action or proceeding in such State on the basis of a non-convenient forum. The Purchaser further agrees that any action or proceeding brought against the Company shall be brought only in Arizona State or United States Federal courts sitting in Pima County, Arizona.

Blue Sky Qualification: The purchase of Shares under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Shares from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the

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Company shall be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

Use of Pronouns: All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person(s) referred to may require.

Confidentiality: The Purchaser acknowledges and agrees that any information or data it has acquired from or about the Company, not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any scientific, technical, trade or business secrets of the Company and any scientific, technical, trade or business materials that are treated by the Company as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to the Company and confidential information obtained by or given to the Company about or belonging to third parties.

Miscellaneous

This Subscription Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

The Purchaser's representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares.

Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated herby are consummated.

This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

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CONFIDENTIAL PPM - UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED.

16. Investor Suitability

Accredited Investor Certification
(Check the appropriate box(es))

✓ I am a natural person who had individual income of more than $200,000 in each of the most recent two years or joint income with my spouse in excess of $300,000 in each of the most recent two years and reasonably expect to reach that same income level for the current year ("income", for purposes hereof, should be computed as follows" individual adjusted gross income, as reported (or to be reported) on a federal income tax return, increased by (1) any deductions of long-term capital gains under Section 1202 of the Internal Revenue Code of 1986 (the "Code"), (2) any deduction for depletion under Section 611 et seq. of the Code, (3) any exclusion for interest under Section 103 of the Code, and (4) any losses of a partnership as reported on Schedule E of Form 1040):

___ I am a natural person whose individual net worth (i.e., total assets in excess of total liabilities), or joint net worth with my spouse, will at the time of purchase of the Shares be in excess of $1,000,000;

___ The Purchaser is an investor satisfying the requirements of Section 501 (a)(1), (2) or (3) of Regulation D promulgated under the Securities Act, which includes but is not limited to, a self-directed employee benefit plan where investment decisions are made solely by persons who are "accredited investors" as otherwise defined in Regulation D;

___ The Purchaser is a trust, which trust has total assets in excess of $5,000,000, which is not formed for the specific purpose of acquiring the Shares offered hereby and whose purchase is directed by a sophisticated person as described in Rule 506(b)(ii) of Regulation D and who has such knowledge and experience in financial and business matters that he is capable of evaluation the risks and merits of an investment in the Shares;

___ I am a director or executive officer of SEED CORPORATION; or

___ The Purchaser is an entity (other than a trust) in which all of the equity owners meet the requirements of at least one of the above subparagraphs.

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CONFIDENTIAL PPM - UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED.
Barbara Pritchard

In witness whereof, the Purchaser has executed this Subscription Agreement this 9 day of JULY, 2007

10,000 No. of Shares Subscribed for X $4.25 (Price Per Share) = #42,500 Total Subscription Price

10,000 (No. of Shares Paid for) 0 (Balance of shares not paid for

Check one of the following If the purchaser is an

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY·

BARBARA E. BRITCHARD
Please Print Names

[redacted]
Social Security Number(s)

Barbara E. Britchard
Signature of Purchaser

[redacted]
Street Address

TUCSON
City,

ARIZONA
State

[redacted]
Zip code

[redacted]
Date of birth

[redacted]
Phone number

[redacted]
Cell phone

bpritchard@[redacted]
email address

If the Purchaser is a PARTNERSHIP, CORPORATION OR TRUST:

Name or Partnership, Corporation or Trust

Federal Taxpayer I.D. No.

By:

State of Organization

Name:

Title:

Address

Date:

Zip Code

SUBSCRIPTION ACCEPTED AND AGREED TO this 11 day of JULY, 2007

SEED CORPORATION

By: Randall Simonson
Randall Simonson, President

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CONFIDENTIAL PPM - UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED.

In witness whereof, the Purchaser has executed this Subscription Agreement this 7 day of July, 2007

10,000	X	$ 4.05	=	$ 40,500
No. of Shares Subscribed for		(Price Per Share)		Total Subscription Price

10,000	0
(No. of Shares Paid for)	(Balance of shares) not paid for

Check one of the following If the purchaser is an

☐ INDIVIDUAL, if purchased as ☐ JOINT TENANTS WITH RIGHTS OF SUVIVORSHIP, as ☐ TENANTS IN COMMON, or as ☐ COMMUNITY PROPERTY·

BARBARA E. PRITCHARD	[redacted]
Please Print Names	Social Security Number(s)

Signature of Purchaser

[redacted]	[redacted]
Street Address	City,
ARIZONA [redacted]	[redacted]
State / Zip code	Date of birth

[redacted]	[redacted]	[redacted]
Phone number	Cell phone	email address

If t BARBARA E PRITCHARD [redacted] AZ [redacted] 2903 91-527/1221 899 [redacted]2883

Na 7-10-07 Date

By Pay to the Order of SEED Corporation $40,500.00

Na Forty Thousand Five Hundred and 00 Dollars

Til Wells Fargo Bank, N.A. Arizona wellsfargo.com

De For 10,000 shares

⑆122105278⑆ [redacted]2883⑈ 02903

SUBSCRIPTION ACCEPTED AND AGREED TO this [illegible] day of [illegible], 2007

SEED CORPORATION

By: Randall Simonson

Randall Simonson, President

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SEED
Sustainable Energy Efficient Development
"OUR NAME IS OUR MISSION"
CORPORATION

12 February 2008

Dear Dr Barbara Pritchard,
As an initial investor in SEED Corporation, you have been issued Investor Warrants to purchase additional Shares as follows (the "Warrants"): a Warrant to purchase .5 (one-half) Shares at an exercise price of $4.50 per Share for a period of nine (9) months from the time of original purchase of the Shares; and (2) a second Warrant to purchase .25 (one-quarter) Shares at an exercise price of $4.75 per Share for a period of eleven (11) months from the original purchase of the Shares.

You purchased 10,000 Shares on July 11, 2007, which gives you the following purchase rights on or before the respective expiration dates:

Warrant Shares	Exercise Price	Expiration Date
5,000 Shares	$4.50 per Share	9 Months
2,500 Shares	$4.75 per Share	11 Months

For your convenience, I have attached a "Notice Of Exercise" form, which you will need to complete in order to exercise your Warrants.

Please read the enclosed PPM Supplement dated February 4, 2008 that supplements and amends the Private Placement Memorandum dated November 12, 2007, also enclosed, regarding the inclusion of any shares exercised being counted to receive Limited Dividend Shares.

The current Offering price is $5.00 per Share. Warrants are, for each 10,000 Shares purchased, the investor will receive warrants to purchase 5,000 additional Shares at an exercise price of $6.00 per share, to be purchased within thirty-six (36) months of the original Share purchase.

I have also enclosed your original SEED stock certificate. Please check to make sure we have your name correctly. The entire team at SEED thanks you for your support. We are proud to have you as a shareholder.

Sincerely,

Randall Simonson
President and CEO

SEED Corporation 4049 E. Presidio Street Suite # 101 Mesa, AZ 85215 T: 480-374-7400 F: 480-374-7445 WWW.SEED-CORP.COM

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

Mail to:
SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Prior Offering. Pursuant to the Private Placement Memorandum dated October 30, 2007 (the "Memorandum") of SEED Corporation, an Arizona corporation (the "Company") the undersigned was offered the right to elect to: (i) reaffirm the undersigned's initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company to fully pay for such Shares, or (iii) rescind the undersigned's initial investment and receive a return of the full subscription price paid without interest. The deadline for making the above described election was November 30, 2007. Investors who did not respond to the offering described in the Memorandum by such deadline were deemed to have made the election described above in Section 1(iii). The undersigned acknowledges that he or she made the election set forth in Section 1(iii) above by either notifying the Company of such election or by failing to respond to the offering by November 30, 2007, thereby being deemed to have made such election. By executing this Subscription Agreement, the undersigned hereby terminates the election described in Section 1(iii) and hereby elects to **(CHOOSE ONLY ONE)**:

_X_ Reaffirm the undersigned's initial investment in the Shares in the amount that has already been paid, or if fully paid, in the amount originally subscribed for. **If the undersigned elects this option, the undersigned also must complete and execute this Subscription Agreement, Accredited Investor Questionnaire, and any related documents.**

_____ Reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, which the undersigned has not yet fully paid for. **If the undersigned elects this option, the undersigned also must complete and execute this Subscription Agreement, Accredited Investor Questionnaire, and any related documents, and must remit funds to the Company sufficient to fulfill the obligation the undersigned originally subscribed for.**

BY MAKING ONE OF THE ABOVE ELECTIONS, THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT ALL PREVIOUS COMMUNICATIONS AND ELECTIONS WITH RESPECT TO THE FOREGOING ARE HEREBY SUPERSEDED.

2. Subscription. The undersigned, desiring to invest in the Company, hereby rejects the rescission offer made by the Company in the Memorandum and subscribes for and agrees to purchase the following securities of the Company:

____ shares of Class A Stock of the Company, at a price per share of $_____, such Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. The number of Shares set forth in the preceding sentence must be less than or equal to the number Shares for which the undersigned originally subscribed.

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $_____, representing $_____ per share multiplied by the number of Shares, less any amount previously remitted to the Company under the previous offering.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

3. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

4. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

4. Release. The undersigned (for himself, his agents, heirs executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's original investment in the Shares. The undersigned by signing below also acknowledges and agrees that this is a general release, and further expressly waives and assumes the risk of any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 5 day of March, 2008.

(Signature of Purchaser)

BARBARA E. PRICHARD

(Name of Purchaser)

Accepted and agreed to this ___
day of ___ _____, 2008.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2008.

Signature: _____
Name: _____

Name of Prospective Purchaser: BARBARA E. RICHARD
(Please Print)

State of Domicile: ARIZONA

Date: 3-15-2008

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION
4049 East Presidio Street, Suite 101
Mesa, Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto as ***"Exhibit A"***, and certifies that either (**check only one**):

A. ☐ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☐ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☒ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____
_____
_____
(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

☐ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement;

_____

_____

_____

(describe entity)

B. ☐ The undersigned is not an "Accredited Investor" but has provided a statement describing his/her knowledge and experience in financial and business matters, which is attached hereto. Kindly provide sufficient detail so that the Company's legal counsel may conclude that the undersigned is capable of evaluating the merits and risks of investment in the Company.

2. **Entity Type.** The undersigned is (check only one):

☐ An individual

☐ A corporation

☐ A partnership

☐ A trust

☐ Other:

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is:

_____

4. **Address.** The address of the undersigned is:

_____

_____

_____

The phone, fax and contact person (if an entity) are as follows:

Phone: _____

Fax: _____ E Mail: _____

Contact: _____

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's

investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: 3-15-2008

Very truly yours,

BARBARA K. RICHARD
Print Name of Investor

Print Name of joint investor or other person whose signature is required

Signature

Signature

Print Title (if applicable)

Print Title (if applicable)

Name of Investor Completing Questionnaire: _____ 8

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

Mail to:
SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Prior Offering. Pursuant to the Private Placement Memorandum dated October 30, 2007 (the "Memorandum") of SEED Corporation, an Arizona corporation (the "Company") the undersigned was offered the right to elect to: (i) reaffirm the undersigned's initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company to fully pay for such Shares, or (iii) rescind the undersigned's initial investment and receive a return of the full subscription price paid without interest. The deadline for making the above described election was November 30, 2007. Investors who did not respond to the offering described in the Memorandum by such deadline were deemed to have made the election described above in Section 1(iii). The undersigned acknowledges that he or she made the election set forth in Section 1(iii) above by either notifying the Company of such election or by failing to respond to the offering by November 30, 2007, thereby being deemed to have made such election. By executing this Subscription Agreement, the undersigned hereby terminates the election described in Section 1(iii) and hereby elects to **(CHOOSE ONLY ONE)**:

X Reaffirm the undersigned's initial investment in the Shares in the amount that has already been paid, or if fully paid, in the amount originally subscribed for. **If the undersigned elects this option, the undersigned also must complete and execute this Subscription Agreement, Accredited Investor Questionnaire, and any related documents.**

_____ Reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, which the undersigned has not yet fully paid for. **If the undersigned elects this option, the undersigned also must complete and execute this Subscription Agreement, Accredited Investor Questionnaire, and any related documents, and must remit funds to the Company sufficient to fulfill the obligation the undersigned originally subscribed for.**

BY MAKING ONE OF THE ABOVE ELECTIONS, THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT ALL PREVIOUS COMMUNICATIONS AND ELECTIONS WITH RESPECT TO THE FOREGOING ARE HEREBY SUPERSEDED.

2. Subscription. The undersigned, desiring to invest in the Company, hereby rejects the rescission offer made by the Company in the Memorandum and subscribes for and agrees to purchase the following securities of the Company:

_____ shares of Class A Stock of the Company, at a price per share of $_____, such Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. The number of Shares set forth in the preceding sentence must be less than or equal to the number Shares for which the undersigned originally subscribed.

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $_____, representing $_____ per share multiplied by the number of Shares, less any amount previously remitted to the Company under the previous offering.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

3. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

4. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

4. Release. The undersigned (for himself, his agents, heirs executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's original investment in the Shares. The undersigned by signing below also acknowledges and agrees that this is a general release, and further expressly waives and assumes the risk of any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 5th day of MARCH, 2008.

Barbara E. Pritchard
(Signature of Purchaser)

BARBARA E. PRITCHARD
(Name of Purchaser)

Accepted and agreed to this ____
day of _____, 2008.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2008.

Signature: _____
Name: _____

Name of Prospective Purchaser: BARBARA E. PRITCHARD
(Please Print)

State of Domicile: ARIZONA

Date: 3-15-08

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN. SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION
4049 East Presidio Street, Suite 101
Mesa, Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto *as "Exhibit A"*, and certifies that either (**check only one**):

A. ☐ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☐ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☒ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____

_____

_____

(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

☐ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement;

_____

_____

_____

(describe entity)

B. ☐ The undersigned is not an "Accredited Investor" but has provided a statement describing his/her knowledge and experience in financial and business matters, which is attached hereto. Kindly provide sufficient detail so that the Company's legal counsel may conclude that the undersigned is capable of evaluating the merits and risks of investment in the Company.

2. **Entity Type.** The undersigned is (check only one):

☒ An individual

☐ A corporation

☐ A partnership

☐ A trust

☐ Other:

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is:

[redacted]

4. **Address.** The address of the undersigned is:

[redacted]

[redacted], AZ [redacted]

The phone, fax and contact person (if an entity) are as follows:

Phone: [redacted]

Fax: [redacted] E Mail: bpritchard@[redacted]

Contact: same

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's

investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: 3-15-2008

Very truly yours,

BARBARA E. PRITCHARD
Print Name of Investor

Print Name of joint investor or other person whose signature is required

Barbara E. Pritchard
Signature

Signature

Print Title (if applicable)

Print Title (if applicable)

SUBSCRIPTION AGREEMENT

SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

Mail to:
SEED Corporation
4049 East Presidio Street
Mesa, Arizona 85215

1. Prior Offering. Pursuant to the Private Placement Memorandum dated October 30, 2007 (the "Memorandum") of SEED Corporation, an Arizona corporation (the "Company") the undersigned was offered the right to elect to: (i) reaffirm the undersigned's initial investment in the shares of the Company's Class A Stock (the "Shares") in the amount that has previously been paid, or if fully paid, in the amount originally subscribed for, (ii) reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, and remit additional funds to the Company to fully pay for such Shares, or (iii) rescind the undersigned's initial investment and receive a return of the full subscription price paid without interest. The deadline for making the above described election was November 30, 2007. Investors who did not respond to the offering described in the Memorandum by such deadline were deemed to have made the election described above in Section 1(iii). The undersigned acknowledges that he or she made the election set forth in Section 1(iii) above by either notifying the Company of such election or by failing to respond to the offering by November 30, 2007, thereby being deemed to have made such election. By executing this Subscription Agreement, the undersigned hereby terminates the election described in Section 1(iii) and hereby elects to **(CHOOSE ONLY ONE)**:

X Reaffirm the undersigned's initial investment in the Shares in the amount that has already been paid, or if fully paid, in the amount originally subscribed for. **If the undersigned elects this option, the undersigned also must complete and execute this Subscription Agreement, Accredited Investor Questionnaire, and any related documents.**

_____ Reaffirm the undersigned's initial investment in the Shares in the amount that was originally subscribed for, which the undersigned has not yet fully paid for. **If the undersigned elects this option, the undersigned also must complete and execute this Subscription Agreement, Accredited Investor Questionnaire, and any related documents, and must remit funds to the Company sufficient to fulfill the obligation the undersigned originally subscribed for.**

BY MAKING ONE OF THE ABOVE ELECTIONS, THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT ALL PREVIOUS COMMUNICATIONS AND ELECTIONS WITH RESPECT TO THE FOREGOING ARE HEREBY SUPERSEDED.

2. Subscription. The undersigned, desiring to invest in the Company, hereby rejects the rescission offer made by the Company in the Memorandum and subscribes for and agrees to purchase the following securities of the Company:

_____ shares of Class A Stock of the Company, at a price per share of $_____, such Shares to be fully paid, nonassessable and issuable upon acceptance of this Subscription Agreement by the Company and payment in full of the subscription price. The number of Shares set forth in the preceding sentence must be less than or equal to the number Shares for which the undersigned originally subscribed.

In consideration for the Shares, the undersigned is delivering with this executed Subscription Agreement and Accredited Investor Questionnaire a check in the amount of $_____, representing $_____ per share multiplied by the number of Shares, less any amount previously remitted to the Company under the previous offering.

2. Representations and Warranties. By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

(a) Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware and familiar with the business operations of the Company, and is able to evaluate the merits and risks of an investment in the Shares;

(b) The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

(c) The undersigned has been encouraged to rely upon the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax and other considerations relating to the purchase of the Shares;

(d) The undersigned, in determining to purchase the Shares, has relied solely upon (i) the advice of his or her legal counsel and accountants or other financial advisors with respect to the tax, economic and other consequences involved in purchasing the Shares; (ii) the Memorandum; and (iii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of the Shares;

(e) The undersigned has received and carefully read the Memorandum and understands the contents of the Memorandum;

(f) The undersigned has been advised and understands that this investment is, by its nature, very speculative;

(g) The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in the Shares to satisfy any existing or expected undertaking or indebtedness, and is able to bear the economic risks of an investment in the Shares, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the Shares for an indefinite period of time;

(h) The Shares are not being acquired with a view to any distribution of the Shares, and the undersigned is not, directly or indirectly, participating in an underwriting of any such distribution or transfer;

(i) The undersigned will not sell or otherwise transfer or dispose of any of the Shares (i) except in strict compliance with the provisions of this Subscription Agreement and the restrictions on transfer described herein, and (ii) unless such Shares are registered under the Securities Act of 1933, as amended (the "Act"), and any applicable state securities laws or unless, in the opinion of the undersigned's counsel, in form and substance satisfactory to the Company, registration is not required under the Act or under applicable state securities laws;

(j) The investment in the Shares has been privately proposed to the undersigned without the use of general solicitation or advertising;

(k) The undersigned understands that the Shares have not been registered under the Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the Act and any future sale of the Shares will be regulated by the Act and applicable state securities laws;

(l) No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Shares, passed upon or endorsed the merits of the Shares, or made any finding or determination as to the fairness of the Shares for private investment;

(m) The information set forth herein and on the Accredited Investor Questionnaire concerning the undersigned is true, complete and correct, and the undersigned will notify the Company immediately if any of such information changes after the undersigned has executed this Subscription Agreement;

(n) The investment in the Shares is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein and on the attached Accredited Investor Questionnaire to establish such exemptions;

(o) The undersigned is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act; and

(p) If the undersigned is married, the spouse of the undersigned has executed the attached Consent of Spouse.

3. Indemnification. The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, shareholders, officers, agents, employees and attorneys from and against any and all claims, losses, damages, liabilities, costs or expenses, including attorneys' fees and court costs, due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned, regardless of whether any such claim is brought by the undersigned or by a third party.

4. Successors and Assigns. This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assigns of the undersigned.

4. Release. The undersigned (for himself, his agents, heirs executors, administrators, successors and assigns) hereby knowingly and voluntarily completely releases, holds harmless and discharges forever the Company and its past, present and future shareholders, directors, officers, employees, attorneys, agents, successors and assigns from any and all agreements, debts, claims, demands, obligations, causes of action, damages and losses of every kind and nature, whether known or unknown, contingent or matured, and whether arising pursuant to statute, contract, tort or equity, now existing or hereafter acquired (collectively, "Claims"), which arise out of or relate in any way to the undersigned's original investment in the Shares. The undersigned by signing below also acknowledges and agrees that this is a general release, and further expressly waives and assumes the risk of any and all Claims which exist as of this date but of which the undersigned does not know or suspect to exist.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 5th day of MARCH, 2008.

(Signature of Purchaser)

BARBARA E. PRITCHARD
(Name of Purchaser)

Accepted and agreed to this ____
day of _____, 2008.

SEED Corporation

By: _____
Name: _____
Title: _____

CONSENT OF SPOUSE:

I, _____, spouse of _____, acknowledge that I have received a copy of the Private Placement Memorandum of SEED Corporation (the "Company"), along with the accompanying Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Notwithstanding my right to seek independent professional guidance or counsel as set forth below, I hereby agree that my interest, if any, in the shares of capital stock of the Company and my rights in connection therewith shall be irrevocably bound by the Subscription Agreement, Investment Election and Accredited Investor Questionnaire. Further, I hereby acknowledge the terms of the Investment Election (including the election made thereunder) and agree to be bound thereby. I am aware that legal, financial and related matters contained in the Subscription Agreement, Investment Election and Accredited Investor Questionnaire are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined not to do so.

Dated as of the _____ day of _____, 2008.

Signature: _____
Name:_____

Name of Prospective Purchaser: BARBARA E. PRITCHARD
(Please Print)

State of Domicile: ARIZONA

Date: 3-15-08

SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN SHARES OF SEED CORPORATION, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

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SEED CORPORATION

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: SEED CORPORATION
4049 East Presidio Street, Suite 101
Mesa, Arizona 85215

Ladies and Gentlemen:

In connection with the proposed purchase of Shares of Common Stock (the "Securities") of SEED CORPORATION (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto *as* ***"Exhibit A"***, and certifies that either (**check only one**):

A. ☐ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):

☐ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000;

☒ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with their spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;

☐ The undersigned is a director or executive officer of the Company which is issuing and selling the Securities;

☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000;

_____
_____
_____
(describe entity)

☐ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);

investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the Manager of the Company.

Dated: 3/15/2008

Very truly yours,

BARBARA E. PRITCHARD
Print Name of Investor

Barbara E. Pritchard
Signature

Print Title (if applicable)

Print Name of joint investor or other person whose signature is required

Signature

Print Title (if applicable)