

# EXHIBIT A

## **CROSS-PURCHASE AGREEMENT**

AGREEMENT made as of this \_\_\_\_ day of January, 2009 between RICHARD MARINO, DEAN BERMAN and DOUGLAS DEERIN, collectively referred to herein as the Members and, individually, as a "Member," being all of the Members of OCEAN RICH FOODS, LLC, a New York limited liability company with offices at 3 Expressway Plaza, Suite 115, Roslyn Heights, New York 11577 ("the Company").

WHEREAS, each Member owns thirty-three and one-third ( $33 \frac{1}{3}^{\text{rd}}$ ) per cent interest in the Company.

WHEREAS, the Members believe that it is in their mutual best interests to provide for continuity in the management and policies of the Company by providing each other with prior options to purchase each others interest.

WHEREAS, the Members desire to provide for the purchase by the Company of the Membership interest in the Company of deceased Members and to provide the funds necessary to carry out the aforementioned purchases;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed among the Members as follows:

1. During the term of this Agreement, the Members agree not to sell, assign, encumber or dispose of any portion of their respective interests in the Company, except as provided herein.

2. The Members are to hold the following options:

(a) In the event any Members desires to transfer or sell their stock to any other person, partnership, company or corporation, the remaining Members shall have the prior right and option to purchase such interest.

The remaining Members shall have thirty (30) days to exercise the option granted herein from the date that the written communication of a desire to sell the interest or the offer to purchase by a third party is given by certified mail by the Member.

(b) In the event that the remaining Members shall fail or refuse to exercise their prior option to purchase the interest to which their respective prior option applies within the time period specified for the exercise of the option, the Company shall have the right and option to purchase such stock prior to that of any third party offerer, at the same price and on the same terms as are applicable to remaining Members. The Company may exercise the option within ten (10) days of the expiration of the period applicable to the options held by the remaining Members. If the Company does not make an offer to purchase within the said ten-day period, then the selling Member may freely sell or transfer the stock held by him to any other person, partnership, company or corporation, and on such terms as he deems desirable.

3. Upon the death of a Member, the Company shall purchase, and the legal representative of the deceased Member shall sell, all of the deceased Member's interest in the Company now owned or hereafter acquired to the Company, said purchase and sale to take place at the principal place of business of the Company within thirty (30) days of either (a) the date of the deceased Member's death or (b) the date of the qualification of his personal representative, whichever is later. The purchase price of

such interest shall be computed in accordance with the provisions of Paragraph 4 of this Agreement.

4. The Members hereto agree and stipulate that the value of thirty-three and one-third ( $33 \frac{1}{3}^{\text{rd}}$ ) per cent interest in the Company shall be ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS. Within thirty (30) days following the end of each fiscal year of the Company, the Members shall stipulate the value of each interest and endorse such value on Schedule A, attached hereto.

If, for any reason, the Members shall have failed to stipulate the value for the fiscal year immediately preceding the death of a Member, the last previously stipulated value shall control. In no event, however, shall the value of the Membership interest of the deceased Member be less than the amount of the insurance proceeds of the policy on such deceased Member's life.

5. The Members agree that the Membership certificates held by them shall be endorsed as follows:

"The sale or transfer of this certificate is subject to an Agreement between Richard Marino, Dean Berman and Douglas Deerin, dated as of the \_ day of January, 2009. A copy of this Agreement is on file in the office of the Company.

6. This Agreement shall be binding upon the Members hereto, their heirs, legal representatives and assigns.

7. This Agreement may only be altered or amended by a writing signed by all of the stockholders.

8. In order to provide funds for the purchase of the stock on the death of a Member, as herein contemplated, insurance on the life of each Member has been purchased by the Company from the PRUDENTIAL LIFE INSURANCE COMPANY ("PRUDENTIAL"), Met Life, and JOHN HANCOCK LIFE INSURANCE COMPANY ("John Hancock") as follows:

(a) The Company has made application for and is the owner and beneficiary of Prudential Policy No. L8 223 977 in the amount of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS, insuring the life of Member DEAN BERMAN.

(b) The Company has made application for and is the owner and beneficiary of MetLife Policy No. 208005375 in the amount of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS, insuring the life of Member RICHARD MARINO.

(c) The Company has made application for and is the owner and beneficiary of John Hancock Policy No. 81 602 369 in the amount of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS, insuring the life of Member DOUGLAS DEERIN.

9. The Company shall be the sole owner of the policies purchased by and issued to it and shall pay the premiums when due. The Company shall give proof of payment of the premiums to the Members within twenty (20) days of the due date of each premium. If any premium is not paid within twenty (20) days after its due date, the insured Member shall have the right to pay such premium and be reimbursed therefore by the Company.

10. The Company may purchase additional policies and make the same subject to the terms of this Agreement by listing such additional policies in Schedule B attached hereto.

11. Upon the death of a Member, the Company, as beneficiary under the life insurance policy insuring the life of the deceased Member, shall proceed forthwith to make claim and to file the necessary proof evidencing the death of the deceased Member and shall receive the proceeds of the policies for the purposes of this Agreement. The Company shall pay such life insurance proceeds to the legal representative of the deceased Member as part payment or payment in full, as the case may be, on account of the purchase price of the interest of the deceased Member. The same procedure shall be followed upon the death of the second Member to die. In the event the purchase price of the stock of the deceased Member is in excess of the life insurance proceeds, such excess shall be paid to the deceased Member's legal representative as follows:

(a) The Company shall execute and deliver to the deceased Member's legal representative a series of negotiable promissory notes of equal face amount for the balance of the purchase price, said notes to be payable in twenty-four (24) monthly installments with interest at six (6%) percent per annum on the unpaid balance, the first monthly installment payable four (4) months after the appointment of the deceased Member's legal representative.

(b) Said notes shall provide for the acceleration of the due dates thereof in the event of default in any principal or interest payment by the Company.

(c) The Company shall have the privilege of prepaying all, or any part, of the notes at any time without penalty.

(d) Upon payment of the cash and the delivery of the notes, as the case may be, as provided by this paragraph, the legal representative of the deceased Member shall transfer to the Company the Membership interest purchased by it.

12. Upon the termination of this Agreement during the lifetime of all the Members, each Member shall have the right to purchase the policy of insurance on his own life from the Company for a price equal to the interpolated terminal reserve value thereof as of the date of such termination, less any existing indebtedness, plus the proportionate part of the gross premium last paid before the date of transfer which covers the period extending beyond that date. If such right is not exercised within thirty (30) days of the date of termination, it shall lapse.

13. This Agreement shall terminate on the occurrence of any of the following:

(a) The death of the third Member to die, subject, however, to carrying out the terms and provisions herein made for such event;

(b) The bankruptcy, receivership or dissolution of the Company;

(c) Written agreement of the Members; or

(d) The death of Members simultaneously or within a period of twenty (20) days of each other.

14. Notwithstanding the provisions of this Agreement, Prudential, MetLife and John Hancock are hereby authorized to act in accordance with the terms of the policies issued by them as if this Agreement did not exist, and payment or other performance of their contractual obligations by Prudential, MetLife and John Hancock in accordance

with the terms of such policies shall completely discharge Prudential, MetLife and John Hancock from all claims, suits and demands of all persons whatsoever.

15. This Agreement shall be subject to and governed by the laws of the State of New York, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this \_\_ day of January, 2009.

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RICHARD MARINO

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DEAN BERMAN

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DOUGLAS DEERIN



**SCHEDULE A**

**FISCAL YEAR**

**VALUE OF MEMBERSHIP STOCK**

2009

\$1,500,000.00

**SCHEDULE B**

**ADDITIONAL POLICIES**

**ACTION OF THE MEMBERS OF OCEAN RICH FOODS**  
**BY UNANIMOUS WRITTEN CONTRACT**

The undersigned, being all of the Members of OCEAN RICH FOODS, LLC, a New York limited liability company ("the Company"), hereby consent, without a meeting, pursuant to the Business Corporation Law of the State of New York, and without the notice contemplated by the Operating Agreement of the Company, to the adoption of the following resolution authorizing the actions specified therein:

RESOLVED, that the Cross-Purchase Agreement, dated as of January \_\_\_, 2009, by and among RICHARD MARINO, DEAN BERMAN and DOUGLAS DEERIN, be filed with the Company and that the Company endorse the membership certificates of RICHARD MARINO, DEAN BERMAN and DOUGLAS DEERIN with the legend stated in the Cross-Purchase Agreement.

FURTHER RESOLVED, that all of the actions taken by the Members in the name of or on behalf of the Company prior hereto be, and they hereby are, in each and every respect, approved and ratified.

IN WITNESS WHEREOF, the undersigned have executed this unanimous written consent as of the \_\_\_ day of January, 2009.

\_\_\_\_\_  
RICHARD MARINO

\_\_\_\_\_  
DEAN BERMAN

\_\_\_\_\_  
DOUGLAS DEERIN

**PROMISSORY NOTE**

For value previously received, OCEAN RISH FOODS, LLC, a New York Limited Liability Company with offices at 2 Expressway Plaza, Suite 115, Roslyn Heights, New York 11577, promises to pay DEAN BERMAN, ON DEMAND, the sum of two hundred fifty thousand (\$250,000.00) dollars.

Dated: January \_\_\_\_, 2009

OCEAN RICH FOODS, LLC

By:

\_\_\_\_\_  
Managing Member

**PROMISSORY NOTE**

For value previously received, OCEAN RISH FOODS, LLC, a New York Limited Liability Company with offices at 2 Expressway Plaza, Suite 115, Roslyn Heights, New York 11577, promises to pay RICHARD MARINO, ON DEMAND, the sum of twenty-five thousand (\$25,000.00) dollars.

Dated: January \_\_\_\_, 2009

OCEAN RICH FOODS, LLC

By: \_\_\_\_\_

Managing Member