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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-KSB

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended September 30, 2008

TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ___ to ___
Commission file number 0-3338

ORGANIC SALES AND MARKETING, INC.

(Name of small business issuer in its charter)

Delaware 33-1069593

(State or other jurisdiction of (I.R.S. Employer Identification No.)
incorporation or organization)

114 Broadway Raynham, MA 02767

(Address of Principal executive offices) (Zip Code)

Issuer's telephone number (508) 823-1117

Securities registered under Section 12(b) of the Exchange Act:

Title of each class -----	Name of each exchange on which to be registered -----
Common Stock \$.0001 par value	Over the Counter Bulletin Board

Securities registered under Section 12(g) of the Exchange Act:

None

(Title of class)

(Title of class)

Check whether the issuer is not required to file reports pursuant to
Section 13 or 15(d) of the Exchange Act.

Note - Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Exchange Act from their obligations under those Sections.

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Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Check if there is no disclosure of delinquent filers in response to Item 405 of Regulation S-B contained in this form, and no disclosure will be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-KSB or any amendment to this Form 10-KSB.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

State issuer's gross revenues for its most recent fiscal year.
\$383,725

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was sold, or the average bid and asked price of such common equity, as of a specified date within the past 60. (See definition of affiliate in Rule 12b02 of the Exchange Act.) \$3,555,569 as of December 23, 2008.

Note: If determining whether a person is an affiliate will involve an unreasonable effort and expense, the issuer may calculate the aggregate market value of the common equity held by non-affiliates on the basis of reasonable assumptions, if the assumptions are stated.

(ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Check whether the issuer has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Exchange Act after the distribution of securities under a plan confirmed by a court. Yes No

(APPLICABLE ONLY TO CORPORATE REGISTRANTS)

State the number of shares outstanding of each of the issuer's classes of common equity, as of the latest practicable date.

8,539,863 shares of common stock as of December 23, 2008

DOCUMENTS INCORPORATED BY REFERENCE

If the following documents are incorporated by reference, briefly describe them and identify the part of the Form 10-KSB (e.g., Part I, Part II, etc.) into which the document is incorporated: (1) any annual report to security holders; (2) any proxy or information statement; and (3) any prospectus filed pursuant to Rule 424(b) or (c) of the Securities Act of 1933 ("Securities Act"). The listed documents should be clearly described for identification purposes (e.g. annual report to security holders for fiscal year ended December 24, 1990). None

Transitional Small Business Disclosure Format (Check one): Yes No

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ORGANIC SALES AND MARKETING, INC.
FORM 10-KSB
September 30, 2008

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PART I

ITEM 1. DESCRIPTION OF BUSINESS

(a) Business Development

1. Form and Year of Organization.

Organic Sales and Marketing, Inc. (the "Company" or the "Registrant" or the "Issuer") was incorporated in the State of Delaware as Garden Connections, Inc. on August 23, 2003. On April 20, 2005, Garden Connections, Inc. changed its name to Organic Sales and Marketing, Inc. Since inception, the Company has been engaged in product development, in the sales and marketing of privately labeled non-food organic products and in obtaining operational financing. The Company purchased the assets of Garden Connections LLC, a Massachusetts limited liability company in September 2003. The acquisition of the assets of Garden Connections LLC took the form of an exchange agreement whereby all of the outstanding common stock of the Company was exchanged for all of the interests of the respective partners of Garden Connections, LLC. The major reasons for the exchange were that the management of Garden Connections, LLC was desirous of adopting a name that would better describe the business plan and that the Company could not function as an LLC if its securities were to be publicly held. The exchange rate whereby the partners of the LLC received shares of the Company's common stock was arbitrary and not at arms length. It should be noted that the officers and directors of the Company as a group beneficially own 40.5% of the Company's outstanding common stock and as a result, control the operations of the Company.

2. Any bankruptcy, Receivership or Similar Proceeding. Not Applicable

3. Any Material Reclassification, Merger, Consolidation, or Purchase or Sale of a Significant Amount of Assets Not in the Ordinary Course of Business. Not Applicable

(b) Business of Issuer

The Company is a sales and marketing company that specializes in private labeling of all natural non-food organic products developed and manufactured by other companies who do not have the marketing skills or means to market and sell their products. We believe that we are able to bring their products to multiple markets through the internet, radio and our established distribution network consisting of independent representatives and distributors. Through our two hour weekly radio garden talk show and affiliation with recognized national communication networks, including Clear Channel, Citadel, and Entercom, we believe that we can generate market interest and sales in organic and natural product alternatives, interest in and knowledge of the importance of organics, and information regarding where to purchase these related products.

The Company uses the services of well established and experienced sales organizations and distributors to introduce, promote, and sell its line of all natural cleaning and gardening products on a commission basis. The Company also continues to sell its all natural funeral industry product line to funeral homes through magazine and industry specific newspaper advertising. The Company has begun to advertise, promote and sell its Nevr-Dull brand of all natural cleaners to Nevr-Dull's worldwide clientele pursuant to a royalty agreement.

The Company is a franchised vendor with Fisher Scientific Company LLC ("Fisher") for sales of our industrial, all natural cleaners through Fisher's website and their well respected national sales organization. Fisher is a major international medical instrument distributor. On October 31, 2007 the Company and Fisher signed an agreement that designates Fisher as our sole United States "National Laboratory Distributor" for our commercially branded product line through December 31, 2008. This exclusivity will be reviewed annually and awarded based on meeting mutually agreed upon non-binding targets. The target for the second year of the contract will be \$250,000 in sales at cost. Fisher will order products by placing purchase orders, and the Company will fill those orders as set forth in the agreement. In ordering the products, Fisher will have no minimum order requirement; nor does it make any annual minimum purchasing commitment. Following the initial term, the agreement will automatically renew for successive twelve month periods unless either party gives ninety days written notice of intent not to renew. Fisher Scientific already carries nine of the Company's industrial cleaners in three different sizes in their international catalog and

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will now actively sell them through their national sales organization. Notice of intent not to renew has not been received by either party and, therefore, the contract has been automatically renewed for 2009.

Orders continue to be received from the Funeral Industry as word of the effectiveness of our odor eliminator product continues to spread throughout the country. In addition to postcard mailers and magazine advertising, we have an insert going into the center section of the Industry specific newspaper starting in January, 2009.

The Company is currently selling its all natural cleaning and gardening products through Kehe Foods, a major organic food distributor based in Romeoville, IL and UNFI (United Natural Foods Inc), the leading organic products distributor in the country, based in Dayville, CT. Some of the major grocery store chains that we sell to via these distributors are Shaw's, Stop & Shop, Shop Rite, Grestides, Whole Foods, Tops and Giant. In addition, we also sell to Bozzuto Bros Distributors in Cheshire, Connecticut which sells to many of the smaller and independent grocery store chains in the Northeast. There can be no absolute assurance that meaningful orders from any these outlets will continue or increase.

The Company's soft launch of its line of organic fertilizers in the Spring of 2008 was well received by Shaw's, Agway and many smaller independent garden centers. We are purchasing our proprietary organic fertilizer products from Land O'Lakes Purina Feed Organization ("LOL"), a division of Land O'Lakes, Inc. which is private labeled under the brand name of Mother Natures Cuisine, which contain bilingual instructions. Organic fertilizer orders and commitments for the Spring 2009 have been very strong to date and we anticipate that demand will get stronger as we get closer to the Spring. The intrigue and attraction of these items is that they are plant based fertilizers, rather than animal waste.

The discussion of possible other marketing arrangements with Land O'Lakes reflects strategies that have, so far been talked about and to some extent have been the subject of correspondence between both companies. To date, however, terms of such a business relationship are still being discussed.

A new rubberized mulch product, made from recycled tires has been shown to have multiple applications in various industries, such as pre-school playgrounds, green buildings, commercial and residential landscapes. The Company started marketing this new product in the Spring of 2008 primarily through Agway garden center stores through our independent rep organization that focuses specifically on the garden center channel. There is no assurance however, that significant orders from retail outlets will commence in the Spring of 2009. That will ultimately depend on customer demand.

The Company plans to concentrate its marketing efforts solely in the rapidly growing all natural non-food organic arena. The Company believes that consumers are being drawn to organic products by a growing desire for fewer chemicals and additives in their everyday lives. However, there can be no assurance that this trend will translate into sales and profits for the Company.

The Company believes that the organic industry, consisting of food and non-food products continues to be one of the fastest growing segments of our economy and that recent decisions by major corporations to make "going green" part of their mission statements could lead to more rapid growth than anticipated.

A 2007 Manufacturer Survey prepared by Nutrition Business Journal on behalf of the Organic Trade Association showed that in 2006 \$17.7 billion was spent on food and non-food organic products, an increase of 21% over the previous year. Based on reported consumer usage patterns, future shopping and other trended data, the survey projects that industry sales could reach \$28.3 billion by 2009. Organic non-foods had consumer sales of \$938 million in 2006, a growth of 26% for that year. Compared to organic foods, which is one of the fast growing market segments within the food industry, organic non-food products are still emerging as a category and sales are anticipated to grow anywhere from 16% - 40% each year through 2010, according to Organic Trade Association Forecasting Survey 2007.

Despite a tougher year ahead, according to a recent study by Mambo Sprouts Marketing, the leader in natural and organic product marketing and promotions, consumers are still willing to pay more for green environmentally friendly products. More than nine out of ten consumers studied reported buying the same or more environmentally

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friendly products than they did six months ago. They see green as a priority and their interest in healthy, organic and sustainable products is on the rise. According to the Hartman Group report, "The Many Faces of Organic 2008" published in the summer of 2008, two-thirds of adult consumers buy organic products at least occasionally and about 19% of adults are weekly organic users.

The Company believes non-food organic products will participate in the anticipated industry growth. The Company specializes in the more rapidly growing non-food organic areas, such as private label premium fertilizers and consumer and industrial cleaners, where profit margins can be substantially greater. We understand, however, that there can be no assurance that these trends will continue or that our products will follow the same overall upward trend currently underway in the organic industry.

The Company has established important outsourcing manufacturing and marketing relationships with Land O'Lakes; CA Fortune Co, a major midwestern food broker based in Bloomingdale, IL; North Eastern Sales Solutions, a major independent grocery store sales representative organization in the New England area; EC Desmond Sales and Marketing, Inc. a major grocery store sales representative organization covering the NY, NJ and Pennsylvania areas and Northeast Garden Group, an independent garden center sales representative based in Connecticut. The Company also currently has a verbal working agreement with Land O'Lakes Purina Feed Organization.

We have a five year agreement with North Eastern Sales Solutions plus an automatic year to year renewal, unless terminated by either party. The commission rate for products sold is 5% percent in the New England area and 2% percent if sold outside that area. There is also a provision to mutually agree upon granting stock options to North Eastern Sales Solution based on volume sold.

The Company also has a five year agreement with automatic year to year renewals with North East Garden Group LLC covering sales of Garden Guys Products including plants, fertilizers, cleaning products and other products mutually agreed upon in the New England area. The commission rate is 5% percent plus a provision to mutually agree to stock option grants based on the volume of sales.

The Company also has a one year agreement with automatic year to year renewals with EC Desmond Inc. covering sales of cleaning products and other products mutually agreed upon in the NY, NJ and PA areas. The commission rate is 5% percent.

The broker agreement with CA Fortune Specialty Foods, Inc. is open ended until either party terminates the agreement with 30 days written notice. The territory covered by this agreement is primarily the Midwest and commission is earned at the rate of 5%.

The Company's successful weekly radio show, the "Garden Guys" broadcasts over eleven stations (WHJJ, WXLN, WBSM, WGIR, WGIN, WGIP, WHYN, WBAE, WVAE, WRKO and WADK). The Company's President and host of the "Garden Guys" show, Sam Jeffries, is now heard weekly on WRKO, in Boston, MA, covering a large radio audience throughout New England. On January 3, 2008, the Company signed a two-year agreement with WRKO to broadcast the "Garden Guys" show live every Sunday to commence on February 3, 2008 through February 6, 2010. The Company has plans to expand the two-hour weekly radio show into other regional markets through its current relationships with Clear Channel, Citadel, and Entercom networks. All of these contracts are automatically renewable and the respective stations have agreed to promote the program with promotional announcements, print ads and billboard placement on their respective websites.

The Company's optimism regarding its relationships with the networks listed above is based on several factors:

- o To satisfy the broad-based appeal of the show, we have added a Garden Gal to our line-up of on-air personalities.
- o The "Garden Guys" show continues to receive positive feedback and its format is easily replicated in other regions.
- o As a brokered program, we pay for our air time, which would likely make the networks receptive to attempts to expand.

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o We maintain creative control, so that the show continues to be informative, educational and fun.

o We have existing working relationships with Clear Channel, Citadel and Entercom, and Sam Jeffries, in particular, is well respected and known to many decision makers in the radio community. The "Garden Guys" ratings and following continue to increase and radio stations like to air a winner.

The timing and location of future stations will depend on whether the defined territories are or will become available and at what cost to the Company. There are no assurances that additional stations can or will be secured. At present there are no binding agreements providing for such expansion.

The Company generates brand awareness and consumer loyalty for a growing array of selective non-food organic products by educating the consumer, and acts as a distributor and marketer for the retailers that carry our products. The Company intends to capitalize on the growing interest in all natural non-food organics in several different markets with the intention of using the radio to increase awareness that organic products offer healthy alternatives without sacrificing expected results.

The Company's business strategy is to develop strategic marketing relationships with manufacturers that make quality all natural non-food organic based products that have multiple applications in multiple industries but which lack the marketing acumen needed to sell and take advantage of their own products. This type of marketing relationship begins with making the public aware of the product and/or the brand through the radio or other media outlets such as our own websites and then arranging with independent distributors or representatives to sell and promote the products with their established retail customer outlets.

It must be emphasized that although the Company is very excited about its product lines and its prospects for entry into a rapidly growing industry, the purchase of the Company's securities carries a significant risk. The Company has not had substantial revenues from operations and has not yet been profitable. While it has built important and valuable relationships with such major companies as Fisher Scientific, Land O'Lakes, Citadel, Clear Communications, Entercom, Kehe Food Products and United Natural Foods, Inc., the outlook remains uncertain in the absence of the receipt of substantial orders or substantial funding. Although the Company believes its overhead to be low based on its business plan, there can be no assurance that it will continue to find sources of working capital even after it attains a breakeven level. It should also be noted that the Company's auditors have included a "going concern" qualification in their opinion (see "Financial Statements").

1. Principal Products and Services and Their Markets

Currently the major all natural products that the Company is selling are all natural cleaners, which include stain remover, odor control, glass cleaner, floor cleaner, degreaser, concrete cleaner, eyeglass cleaner, jewelry cleaner, surface prep and glue cleaner, solely utilizing outside independent sales professionals, as well as an all natural insecticide-fungicide, organic soy candles and organic fertilizers. Since the Company sells only non-food all natural products, the shelf-life of its products can be in excess of one year or more, depending upon storage and climatic conditions. The Company uses a proprietary blend of organic compounds in its all natural products which are non-toxic, biodegradable and safe for use around children and pets. In addition, the Company will introduce an all natural detergent in January, 2009 which will also be sold by our independent sales professionals through major supermarket chains throughout the country.

The Company receives revenues from sales of product on our various websites, products sold directly by us or by our independent reps to distributors who then sell to retail stores, products sold to retail stores directly by us or our independent reps, re-selling our organic products to other companies and industries who wish to private label or license our products, lectures to garden clubs, civic organizations and other associations, and the sale of advertising inventory (commercial spots) available to the Company through the various radio stations that carry the Garden Guys radio talk show.

Organic Fertilizer Market:

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The Company is focusing marketing efforts on organic fertilizers, a rapidly growing segment of the fertilizer industry. In our opinion, industry-wide organic fertilizer sales have risen so rapidly in the last three years that they have commanded a premium price in the marketplace. Accordingly, we foresee some of our greatest growth over the next 3-5 years to potentially be in this arena.

By letter dated November 14, 2006 we were notified that we have been selected by Land O'Lakes Purina Feed Organization to act as their private label fertilizer marketer, starting in the Spring of 2008. A strong marketing focus will be on the major home and garden retail chains such as Home Depot, Lowe's and Agway, which Land O'Lakes Purina Feed Organization does not presently supply internally. The Company will be receiving from Land O'Lakes Purina Feed Organization a complete line of fertilizers, as jointly formulated, designed and marketed by us under our newly applied for Mother Natures Cuisine trademark and existing trademark Garden Guys brands. Under the arrangement, Land O'Lakes Purina Feed Organization will also assist in product registration for each state, manufacturing, logistics, and distribution. They will also provide sales and marketing expertise for the Company, when needed. Under the Company's trademarks, the organic fertilizers will be sold retail, with the estimated sales price range of eight to twenty-five dollars. Other size bags may also be available. The Company believes this will potentially lead to major sales, as it is to be introduced into the 35 billion dollar lawn and garden market reported by the National Gardening Association in its Garden Market Research newsletter. There is no assurance however, that actual orders will commence. It will depend entirely on customer demand.

Land O'Lakes Purina Feed Organization is also a prime advertiser on our weekly radio show and a planned radio campaign for the spring of 2009 is already in place. In addition to our Dragonfly Organix brand, Land O'Lakes Purina Feed Organization will also advertise their own brand of Bradfield Organics fertilizers, whose market is strictly geared to their existing independent channel and does not compete in the markets we will be pursuing. There is no written commitment for Land O'Lakes to buy time on our radio show other than that which has already been committed too for the spring of 2009. Continuing as a prime advertiser throughout 2009 and beyond, while distinctly possible, is in the discussion stage and may not actually come to pass.

Organic Based Household Cleaner Market:

Other areas which the Company believes hold considerable promise are the residential and commercial cleaner markets. We believe that the momentum in the rise in organic food sales, due primarily to the growing education of how toxic chemicals can have a direct or indirect impact on human health, will carry over to that of non-food organic products which may pose similar health hazards and risks. Our weekly radio show allows us the opportunity to educate consumers about these potential hidden risks and those products, including our own, that offer healthy alternatives to chemical cleaners and then identify those stores that share the same philosophy. While currently at 938 million dollars annually, according to the Organic Trade Association this category grew by 26% in 2006.

Jewelry, Modeling, and Bead Markets:

We currently supply one of the major industry distributors, Fire Mountain Gems & Beads, Inc., in Grant Pass, Oregon. Fire Mountain does over 100 million dollars in annual sales and has an extensive customer base. Their customers are some of the major retail jewelry and bead shops in the industry, including Zales and other distributors within the trade. In addition to post card mailers, the Company has maintained an advertising presence in industry-related magazines to help to create brand awareness for our Glitz Jewelry Shiner and ODX Surface Cleaner products in these markets. There is no assurance, however, that these markets will develop for our products.

Funeral Industry & Medical Examiners Market:

The Company is currently supplying its Funeral Organix product line to Funeral Homes across the country. The Company expects that this class of trade has strong upside potential because there is a great need for cleaners and deodorizers due to the large amounts of chemicals used by this profession on a daily basis. The Company is currently represented by an independent salesman covering Illinois, Ohio and Michigan, to promote and sell our Funeral Organix, "From the Earth, To the Earth" brand, which the Company has developed and trademarked. Preliminary data indicates a strong willingness by the industry to replace their chemical products with ones that are all natural, chemical free and environmentally friendly. Marketing plans include advertising in industry related magazines, post card mailers, an insert in a weekly industry specific newspaper and an expanded network of

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independent sales representatives and distributors. There is no assurance that these markets will develop significantly for our products. This depends entirely upon product quality, the ability to reach the target market and consumer acceptance.

According to Funeral Directors Association (FDA) statistics, there are 21,528 funeral homes nationwide, and 51% of new funeral directors entering the profession today are women. An adjunct industry to this one would be the ambulance industry, which has similar issues and problems with the use of chemicals.

Municipalities and Waste Disposal Markets:

Due to the various odor problems that these markets encounter on a daily basis, the Company's Odor Eliminator product has been independently tested by customers and the results have been excellent. Previously, the Massachusetts Bay Transit Authority ("MBTA") has made small purchases of our product and has had success in treating the urine odor problem in the transit system. In our existing and growing portfolio of all natural products, we see this and other related products as having numerous applications in multiple industries such as nursing homes, waste management, fishing industry, industrial kitchens, daycare centers, Montessori schools, hospice-home care, pet shops, kennels and veterinarian locations. There is no assurance that these markets will develop for our products. This will depend upon product quality, the ability to reach the target market and consumer acceptance.

The Company is capitalizing on the growing interest and desire among consumers for environment-friendly products. To do this, we have developed strategic marketing relationships with manufacturers that offer "green" alternatives to some of the traditional, chemical-based products that are currently being used in various industries. The Company hopes to be the dominant leader in the all natural, non-food organic industry so we are aggressively working with several manufacturing companies to further develop and perfect our growing line of all natural, non-food product offerings. In conjunction with a strategic partner, we have also developed a rubber tire mulch product that can be used in playgrounds, flower beds and gardens and has a definite ecological benefit by keeping old, used tires out of landfills.

The last five plus years have been spent establishing what the Company believes to be a strong, solid foundation needed to support the next phase in our business plan. All natural, non-food organic products are growing in demand. The Company's products are targeted to sophisticated, environmentally aware companies and consumers in various markets. The Company believes that strategic affiliations which have been developed with well-established manufacturers and sales and marketing companies, including the marketing expertise and reach of Land O'Lakes Purina Feed Organization; could possibly pave the way for our all natural, non-food organic products to eventually become available in many retail outlets throughout the country.

These strategic marketing affiliations have resulted in contracts with North Eastern Sales Solutions, Northeast Garden Group LLC, EC Desmond Sales and Marketing and CA Fortune Company. They have led to contract negotiations with Land O'Lakes Purina Feed Organization and a licensing agreement with George Basch Co., a worldwide distributor of Nevr-Dull Metal Polish. In addition, nine of our industrial cleaning products are now listed in the Fisher Scientific international catalog through which orders can be placed directly by customers of Fisher Scientific pursuant to the agreement described above. There can be no guarantees that this will continue or that it will result in meaningful sales.

2. Distribution

Our sales, marketing and promotional efforts are accomplished through the following:

- o Radio Show
- o Radio Advertising
- o E-Commerce Websites
- o Interactive Website with on-line forum room for gardeners
- o Industry-related Magazines and Newspapers

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- o Face-to-face Client and Prospect Meetings
- o Sales Brochures and Product Samples
- o Point-of-Sale and End Cap Displays
- o Trade Shows
- o Membership in Trade Organizations
- o Garden Clubs
- o E-mail and Direct Mailings
- o Telemarketing
- o Strategic Marketing Alliances
- o Cooperative Advertising

We are now able to bring our products from manufacturer to consumer with limited financial exposure. We have the added advantage of being able to market our products not only through our independent marketing associates, but through our own radio programs, with a recognized growing interest in organics. The Garden Guys(R) ensure that brand awareness reaches the consumer through the radio. This creates a multi-faceted, multi-revenue channel model for the Company. Moreover, we hope to add new strategically selected radio personalities and stations to our Garden Guys(R) radio family over the next several years with a reach that goes beyond the New England area. Because of the knowledge we have obtained of how the communications industry works, as a result of the Garden Guys(R) radio talk show, we believe that this is a very attainable goal. Currently, we are on eleven radio stations, five of which are Clear Channel stations, one of the largest networks in the country with over 1000 stations nationwide. We intend to enroll additional radio stations as sales opportunities dictate. There is no set schedule for this expansion at this time. Although there can be no assurance, we believe enrolling additional stations will be made easier due to our current relationships with Clear Channel, Citadel, and Entercom.

We have contracts with North Eastern Sales Solutions, a major independent sales and marketing organization to represent our all natural products to retail pharmaceutical and supermarket chains such as CVS, Rite-Aid, Shaw's Supermarkets, Hannaford Supermarkets, Stop & Shop, Tops, Giant, Roche Brothers and other fine supermarket chains in the Northeast, and with North East Garden Group, another major independent sales and marketing company to represent our all natural products to retail outlets like Agway and other independent garden centers also in the Northeast. In addition, we are currently negotiating several other distribution contracts with manufacturers, distributors and retailers in the horticulture, jewelry, funeral and quilting industries.

3. Status of Any Publicly Announced New Products or Services

Currently the Company has a portfolio of approximately forty items, all of which are private label products, and six license name brands which are presently available from the manufacturers. The Company will be able to market its products not only through its distributors and independent sales organizations but through the Garden Guys(R) radio show which provides a viable channel through the creation of brand awareness on the part of the consumer and a growing interest in organics. Management believes these all natural non-food products will attract both male and female consumers looking to avoid the health risks and implications that have been found in non-organic or synthetic compounds. Management believes this is a promising trend which is supported by numerous independent articles and surveys which have been conducted.

All of these products are manufactured for the Company to its our own specifications without any research and development costs being incurred since the manufacturers with whom we have existing relationships have already done the R&D. We achieve the benefits of their research by finding niche markets for these products, creating our own labels, and implementing a sales program by which to bring these products to market. We hope to continue to expand revenues without the need for an in-house sales force. The foregoing arrangement greatly limits the Company's financial exposure:

- o No research and development costs

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- o No manufacturing facilities and related costs
 - o Lower inventory costs and warehousing costs
 - o Limited employees and staff
4. Competition

According to the Organic Trade Association, a leading organic association publication, organic non-foods had consumer sales of \$938 million in 2006, a growth of 26% for that year. Organic non-food products are still emerging as a category and sales are anticipated to grow anywhere from 16% - 40% each year through 2010, according to Organic Trade Association Forecasting Survey 2007. The Company believes its' largest competitors are privately-owned Seventh Generation, located in New Hampshire, Clorox, Mrs. Meyers and Imus' Greening the Cleaning.

Because the organic cleaner market is relatively small in comparison to the total organic market, it is a fragmented market, ready for development. We believe that Seventh Generation, Inc., Clorox, Mrs. Meyers and Imus' Greening the Cleaning, are our major competitors in the organic cleaner market. Management believes, and early indications support its belief, that the Company's products will be accepted into the marketplace due to their unique qualities and eye catching packaging, coupled with extensive radio support.

Competition in lawn and garden organic product sales in New England and the East Coast, however, is much more intense. These markets are large and can support many companies offering these and similar organic products. We are unique in that we offer a service (the radio program) in addition to a product. We do not know of another company that does this. However, many of the companies that make up the competition in this market are better financed, more experienced, have more recognizable or established brand names, have better control over their manufacturing and distribution process, have a longer history of servicing the retail industry and may be better positioned to control sales to large retail outlets and, as a result, realize a dominant or substantial market share.

The market for cleaning and garden products is highly competitive. Although our products are natural and therefore distinguishable from most other more established brands, which do contain chemicals, it is possible that many consumers neither care about that fact, nor understand its significance. There are a number of other established providers that have greater resources, including more extensive research and development, marketing and capital than we do and also have greater name recognition and market presence. These competitors could reduce their prices and thereby decrease the demand for our products and technologies. We expect competition to intensify in the future, which could also result in price reductions, fewer customers and lower gross profit margins.

Access to retail outlets may be restricted due to pre-existing agreements that prohibit retailers from selling our products, or retailers may require substantial payments (slotting fees) for shelf space which is beyond the Company's financial capabilities. Such payments are common in the retail industry, but historically, the Company has been successful in mitigating these costs due to the uniqueness of our products. In the future our existing retailers may require such payments in order for us to continue to sell through them and new retail outlets may require payments to sell our product. It must be emphasized that our lack of revenues and somewhat limited financial resources may also have a serious impact on our ability to sell our products in these retail outlets and prevent us from executing our business plan.

5. The Sources and Availability of Raw Materials

The Company is not necessarily dependent on any one vendor for its raw materials. All products which are sold and marketed by the Company are fulfilled by our fulfillment company. Although we believe we can secure other suppliers should the need arise, we would expect that the deterioration or cessation of any relationship would have a temporarily adverse effect, until new relationships are satisfactorily in place.

We also run the risk of manufacturer price increases and component shortages. Competition for products or materials in short supply can be intense, and we may not be able to compete effectively against other purchasers

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who have higher volume requirements or more established relationships. Even if manufacturers have adequate supplies of components, they may be unreliable in meeting delivery schedules, experience their own financial difficulties, provide components of inadequate quality or provide them at prices which reduce our profit. Any problems with our third-party suppliers can be expected to temporarily have a material adverse effect on our financial condition, business, results of operations and continued growth prospects. Our principal suppliers are:

Abott-Action, Inc.	-	Shipping Materials
Enzyme Solutions, Inc.	-	Organic Liquid Concentrates
Key Container, Corp.	-	Shipping Materials
Lightning Labels Inc.	-	Bottle Labels
Macaran Printed Products, Inc.	-	Bottle Labels
Microbial Technologies, Ltd.	-	Organic Liquid Concentrates
Webco Chemical Corp.	-	Liquid Fulfillment
Zuckerman-Honickman, Inc.	-	Bottles and Sprayers

6. Dependence on a Single or Few Customers

The Company currently has several customers. It has developed and continues to develop multiple strategic alliances with several distributors and independent sales organizations. The Company does not anticipate that it will ultimately be dependent on a single customer or small group of customers.

7. The Importance of Patents, Trademarks, Licenses, Franchises and Concessions Held

To protect its rights to its intellectual property, the Company relies on a combination of trademark and copyright law, patents, trade secret protection, confidentiality agreements, and other contractual arrangements with its employees, affiliates, clients, strategic partners, and others. The protective steps it has taken may be inadequate to deter misappropriation of the Company's proprietary information. The Company may be unable to detect the unauthorized use of, or take appropriate steps to enforce its intellectual property rights. The Company has registered certain of its trademarks in the United States and has pending U.S. applications for other trademarks and patents.

Effective trademark, copyright, patent, and trade secret protection may not be available in every country in which it offers or intends to offer its products or services. In addition, although The Company believes that its proprietary rights do not infringe on the intellectual property rights of others, other parties may assert infringement claims against the Company or claims that we have violated a patent or infringed a copyright, trademark, or other proprietary right belonging to them. Such claims, even if not meritorious, could result in the expenditure of significant time and money on our part which could materially adversely affect the Company's business, results of operations, and financial condition.

The Company incorporates certain licensed third-party technology in some of its services. In these license agreements, the licensors have generally agreed to defend, indemnify, and hold the Company harmless with respect to any claim by a third party that the licensed software infringes any patent or other proprietary right. The Company cannot assure that these provisions will be adequate to protect it from infringement claims. The loss or inability to obtain or maintain any of these technology licenses could result in delays in introduction of new services.

The Company has trademark protection for its "Garden Guys Down to Earth Up to Date" (TM) trademark. In addition, the Company has applied to the US Patent and Trademark Office for trade mark protection for its "Dragonfly Organix from the Earth to the World" (TM) brand-name trade mark, "Mother Natures Cuisine (TM) Feed your Land from Mother Nature" brand name trade mark, and the picture of the "Plate with Garden Hand Fork and Hand Trowel with Gingham Placemat" trade dress. Final action on these applications is pending subject to publication in the Official Gazette.

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8. Government Approval

Government approval is required for some of the Company's current products. The initial approval process is generally handled by the manufacturer. The Company does not believe that the approval process will have a material impact on its business growth.

9. Effect of Any Existing or Proposed Government Regulations

Other than normal government regulation that any business encounters, the Company's business is not significantly affected by any government regulations. As a publicly held company, we do have extensive responsibilities and expenses to assure compliance with federal and state securities regulation.

10. Research and Development Costs

The cost of Research and Development is borne initially by the manufacturer and built into our manufacturing expense. Since the Company began operations in August 2003 it has spent over one million dollars on market research and development of its markets. The revenues of the Company will be primarily from strategic alliances as described above. Revenues generated, while paying indirectly for research and technology costs accrued to date, will fund the operations of the Company, which includes funding any ongoing research and development.

11. Cost and Effects of Compliance With Environmental Laws and Regulations

The Company is not involved in a business which involves the use of materials in a manufacturing stage where such materials are likely to result in the violation of any potential environmental rules and/or regulations. Further, the Company does not own any real property which would lead to potential liability as a land owner. Therefore, the Company does not anticipate that there will be any costs associated with compliance with environmental laws and regulations.

12. Employees

As of the date hereof, the Company employs 5 full-time employees and 2 part-time employees. The Company hires independent contractors on an "as needed" basis only. It has no collective bargaining agreements with its employees. The Company believes that its employee relationships are satisfactory. In the long term, we will hire additional employees, as needed, based on the growth of the Company.

We will be dependent on our current management team for the foreseeable future. The loss of the services of any member of this management group could have a material adverse effect on our operations and prospects. Our success will be dependent to a substantial degree on Sam Jeffries and other key management personnel. CEO Sam Jeffries' continued involvement is particularly critical. In the event he becomes unavailable, it would have a material adverse effect on operations. At this time, we have no employment agreements in place and we have a "key man" insurance policy on Sam Jeffries, but no one else. The expansion of our business may be hampered by our inability to attract and retain additional qualified personnel, as needed, for the management team. There is no assurance that we can find suitable management personnel or that we will have the financial resources to hire or retain them once found.

13. Cautionary Statement on Forward Looking Statements

Certain statements in this Report constitute "forward - looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities and Exchange Act of 1934. Management believes such statements to be relevant to an assessment and understanding of our results of operations and financial condition, which are based upon our financial statements prepared in accordance with generally accepted accounting principles in the USA. The discussion should be read in conjunction with our financial statements and notes thereto, appearing in this report.

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The preparation of these financial statements requires us to make estimates and judgments that may affect the reported amount of assets and liabilities, revenues and expenses, and the related disclosure of such contingent assets and liabilities at the date of our financial statements. Actual results may substantially differ from these estimates under different assumptions and conditions.

This report also contains forward-looking statements that involve risks and uncertainties, which may include statements about our:

- o Business strategy
- o Expansion of our manufacturing capabilities
- o Plans for entering into collaborative agreements
- o Anticipated sources of funds to finance our operations following the date of this report
- o Plans, objectives, expectations and intentions contained in this report that are not historical fact

The following words and financial projections contain figures related to plans, expectations, future hoped-for results, performance, events or other matters that are "forward-looking statements". When used in the section describing our Plan of Operations, words such as "estimate", "project", "intend", "expect", "anticipate", and other similar expressions are intended to be forward-looking statements. Such statements involve numerous risks and uncertainties, including, but not limited to, the science of organics, the development of the Company's products, markets for those products, timing and level of customer orders, competitive products and pricing, changes in economic conditions and other risks and uncertainties. Actual results, performance and events are likely to differ and may differ materially and adversely. Investors are cautioned not to place undue reliance on these forward looking statements which are often no more than Management's expression of its expectations. The Company undertakes no obligation to release or deliver to investors, revisions to these forward-looking statements to reflect events or circumstances after the date of this report, the occurrence of unanticipated events or other matters that may occur in the future.

ITEM 2. DESCRIPTION OF PROPERTY

The Company is in a "tenant at will" agreement with Leo S. Arcand (Lessor) of 114 Broadway, Raynham, MA. The premises encompass the North side of a one story, commercial, wood building with approximately 500 square feet of office space. The monthly lease payment is \$600.00 per month. It is located in an area that has easy access to major highways. Products are received and shipped by contract carriers.

The Company also maintains storage space at two locations. The cleaning and gardening products raw material and finished goods inventories are stored at our fulfillment house, Webco Chemical in Dudley, Massachusetts. The storage and picking is performed as a function of fulfillment and the Company is not separately charged for storage. We utilize about 10,000 sq. ft. of space. We do not have a warehouse agreement with Webco.

In addition, the Company rents a small storage unit on a month-to-month basis with Extra Space Storage located at 266 Broadway, Raynham, MA, The storage unit is approximately 20' X 20' and is used for storing office records, sales support materials and small amounts of corrugated materials used for shipping. The monthly payment for this space is \$129.00.

ITEM 3. LEGAL PROCEEDINGS

We are not presently a party to any material litigation.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of our shareholders during the fourth quarter of fiscal 2008.

PART II

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ITEM 5. MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

- (a) Market Information. The Company's common stock has been listed on NASDAQ's Over The Counter Bulletin Board since May 5, 2008 and is traded under the symbol OGSM.
- (b) Holders. As of December 23, 2008, there are 172 record holders of 8,539,863 shares of the Company's common stock.
- (c) Dividends. The Company has not paid any cash dividends to date and does not anticipate or contemplate paying dividends in the foreseeable future. It is the present intention of management to utilize all available funds for the development of the Company's business.
- (d) Recent sales of unregistered securities.

Effective January 3, 2006, the Company commenced a stock offering, whereby it issued an aggregate of 999,500 shares of its common stock for cash of \$999,500 as of December 31, 2007. Included in this, is an aggregate of 576,993 shares of common stock for cash of \$576,993 issued during the fiscal year ended September 30, 2007.

On February 18, 2008, the Company conducted a private stock offering whereby it authorized the issuance of 100,000 shares of common stock in exchange for cash of \$50,000. The offering was closed as of March 31, 2008 and 50,000 shares of common stock were ultimately issued in this stock offering in exchange for cash of \$25,000.

On February 20, 2008, the Company conducted a private stock offering whereby it authorized the issuance of 50,000 shares of common stock in exchange for cash of \$50,000. The offering was closed as of March 31, 2008 and 33,123 shares of common stock were ultimately issued in this stock offering in exchange for cash of \$33,123.

On February 28, 2008, the Company's Board of Directors' approved the issuance of 139,562 shares of common stock at \$1.00 per share in settlement of equal amounts of Notes and Accounts Payable.

On April 11, 2008 the Company conducted a private stock offering whereby it authorized the issuance of 820,000 shares of common stock in exchange for cash of \$410,000. The offering was closed as of April 30, and 820,000 shares of common stock were ultimately issued in this stock offering in exchange for cash of \$410,000.

On May 30, 2008, the Company extended a Conversion offer to nine bridge loan note holders who had loaned the Company funds during the 3rd Quarter of 2007. In exchange for their notes, the note holders were offered two shares of stock for each dollar of debt and accrued interest they were owed through June 30, 2008. Debt settlement expense associated with these transactions was \$685,421 for the twelve months ending September 30, 2008. Note holders were also offered one common stock warrant for each dollar of debt and accrued interest at an exercise price of \$2.00 per share and a two year exercise period. Warrant expense associated with these transactions was \$239,549 for the twelve months ending September 30, 2008.

For a more complete list of previous sales of unregistered securities by the Company, please refer to Part 5 of Form 10KSB for the year ended September 30, 2007, which is incorporated by reference herein.

- (e) Description of Securities.
 - (i) Common Stock

The Company is authorized by its Certificate of Incorporation to issue an aggregate of 100,000,000 shares of capital stock, of which 100,000,000 are shares of Common Stock, par value \$.0001 per share (the "Common Stock").

The following is a summary description of our capital stock and certain provisions of our certificate of incorporation and by-laws, copies of which have been included as exhibits to this report. The following discussion is qualified in its entirety by reference to such exhibits.

All common shares are equal to each other with respect to voting and dividend rights and are equal to each other with respect to liquidation rights. Special meetings may be called by the Board of Directors or by any officer instructed by the directors to call the meeting. The shareholders have no right to call

special meetings. Holders of

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common shares are entitled to one vote at any meeting of the shareholders for each common share they own as of the record date fixed by the Board of Directors. At any meeting of shareholders, a majority of the outstanding common shares represented at the meeting will govern, even if this is substantially less than a majority of the common shares outstanding. Directors are elected by a plurality of votes. Holders of shares are entitled to receive such dividends as may be declared by the Board of Directors out of funds legally available therefore, and on liquidation are entitled to participate pro rata in a distribution of assets available for such a distribution to shareholders. There are no conversion, pre-emptive or other subscription of assets available for such a distribution to shareholders. The shares do not have cumulative voting rights which mean that the holders of more than fifty percent of the common shares voting for election of directors may elect all the directors, if they choose to do so. In such event, the holders of the remaining shares aggregating less than fifty will not be able to elect directors.

This description of certain matters relating to the securities of the Company is a summary and is qualified in its entirety by the provisions of the Company's Certificate of Incorporation and By-Laws, copies of which have been filed as exhibits to the Form 10-KSB for the year ended September 30, 2007, which is incorporated by reference herein.

- (ii) Debt Securities. None
- (iii) Securities To Be Registered. None
- (iv) Market Value Table

	CLOSING BID		CLOSING ASK	
	HIGH	LOW	HIGH	LOW
2008				
----	----	---	----	---
Apr 11 thru Jun 30	\$2.85	\$1.00	\$3.00	\$1.25
Jul 1 thru Sep 30	\$1.20	\$.35	\$1.55	\$.45
Oct 1 thru Dec 19	\$.45	\$.08	\$.95	\$.25

The market value information above was compiled by Pink OTC Markets, Inc. from sources they believed to be reliable, however, they do not guarantee the accuracy, nor warranty its use for any purpose.

The above quotations represent prices between dealers and do not include retail markup, markdown or commission. They may not represent actual transactions and have not been adjusted for stock dividends or splits of which there were none.

ITEM 6. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

A. Plan Of Operations

This section contains forward-looking statements that involve risks and uncertainties, such as statements of the Company's plans, objectives, expectations and intentions. The cautionary statements made in this document should be read as being applicable to all related forward-looking statements wherever they appear.

Since its inception in August 2003, the Company has been involved in the development and acquisition of a wide variety of non-food organic-based products to be initially sold to retail supermarkets, convenience stores, colleges, universities, laboratories, local, regional and national government agencies, national pharmacies, lawn and garden centers and the funeral industry. In addition, new markets continue to be pursued include costume jewelry, sporting goods, sports teams, computer, optical, hobby and craft, health and beauty, footwear, automotive, cigar catalog houses, the quilting industry and boating.

The Company searches out small companies that have excellent non-food organic and natural products, and through our own private label, brings them to market at the retail, wholesale or internet level. Currently we private label products from Bayscience Formulators, Microbial Technologies and Nev'r-Dull.

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The Company has a limited operating history on which to evaluate its prospects. The risks, expenses and difficulties encountered by an expanding company must be considered when evaluating the Company's prospects. Management believes that existing funds, in conjunction with minimum funds sought to be raised during 2009 and projected revenues from operations will be sufficient to reach self-sufficiency by the end of 2009. Expansion of the business into 2010 and beyond will likely require additional investment through private placement offers most likely in late 2009 or early 2010. There can be no guarantee, however, that the Company will be able to raise either the minimum capital it needs to sustain its 2009 operations or the larger amount of capital it will need to expand and grow the business into 2010 and beyond which would likely have an adverse effect on the Company's ability to continue its operations.

In addition, estimates of costs to develop products, to market them and to seek strategic alliances with manufacturers and distributors might be low. Operating expenses cannot be predicted with any real degree of certainty. They will depend on several factors, including, but not limited to, marketing expenses, continued acceptance of the Company's products and competition for such products.

Management has no firm basis for projecting the increase in revenue required to sustain operations, as anticipated above. Such assumptions are based almost entirely on the strategic relationships the Company has forged which it believes will ultimately translate into operating revenues. It is important to stress, however, that these assumptions are not at all based on firm commitments from customers or on other tangible evidence.

The Company currently has 100+ SKU's in its product line offering and it continues to develop and introduce new and better non-food organic products as they present themselves. Its' Dragonfly Organix(TM) cleaner product line is currently sold in Shaws, Stop & Shop, Tops, Giant, Roche Bros, Albertson's of Florida, Shop-Rite/Wakefern, Gristedes, Key Stores and many other smaller independent supermarkets.

The Company continues to maintain strong, strategic relationships with United Natural Foods (UNFI), a leading natural food distributor based in Chesterfield, NH servicing over 17,000 customers nationwide and Kehe Foods, another leading natural food distributor based in Romeoville, IL which services over 9,000 customers nationwide.

The Company launched its organic fertilizer products in the spring of 2008 under its Mother Natures Cuisine(TM) with Shaw's Supermarkets and many Agway Stores. Due to unanticipated production issues the rollout was delayed and sales were less than anticipated. The spring of 2009 is expected to be very strong. Purchase orders or commitments to carry our fertilizer products have been received from Shaw's, Stop & Shop, Whole Foods, Benny's Hardware, Rocky's Ace Hardware, Aubuchon Hardware, Agway, Kehe Foods and many independent garden centers. In addition, our organically certified insecticide/fungicide product, Garden NEEM, which was first introduced in the spring of 2007, will be shipping many, if not all of the above named customers in conjunction with the fertilizer products. Sales of Garden NEEM in 2009 are on a course to more than triple 2008 sales.

While Kehe Distributors, Inc., has, to date, only sold our Dragonfly Organix line of cleaning products, it has just recently added the Company's entire line of branded Mother Nature's Cuisine line of products which includes, All-Purpose, Flower, and Veggie & Herb five pound bagged granular fertilizers, Oh No Deer repellent, Fish & Seaweed liquid concentrate fertilizer, four varieties of suet cakes, & Garden Guys Garden Neem. Kehe Foods has also elected to carry the Company's newest line of Dragonfly Organix 2x scented and unscented Laundry Detergent. In addition, the Company is currently working with Leggett & Platt, on private labeling for their needs, the Company's laundry and cleaner products.

Recently, the Company structured a deal between Northeast Garden Group, Agway, and Land O'Lakes/Purina Feeds. The Company will act as the broker for all sales of Agway's newly launched All-Natural 4-Stage lawn fertilizer. This is the first time Agway has ever launched their own branded natural lawn fertilizer in a 4-Stage offering. The Company also has a sales representative agreement with K&S Sales and Associates to concentrate on sales to other independent garden centers throughout the New England region.

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The Company has started to generate sales of its Nev'r Dull commercial brand of cleaning products with the anticipation of additional sales to commence, where applicable, in some of the aforementioned markets

The Company continues to maintain an e-commerce internet presence hosting three different sites, www.garden-guys.com, www.mothernaturescuisine.com, and www.dragonflyorganix.com. The latter is also under the direction of Eye Level Solutions, a division of Kehe Distributors, Inc., which offers the Dragonfly Organix products for sale in over 12,000 e-commerce capable grocery stores nationwide. Acting as distributor, Kehe will process and fulfill orders placed. This enables the Company's products to gain shelf presence within stores who otherwise may not currently stock these items.

The Company will continue its active participation in various related trade publications and trade shows, starting in January 2009 with the Kehe Summer selling show in Houston, TX, Fisher Scientific National Sales Meeting in Houston, TX, New England Grows Lawn & Garden show in Boston, MA in February and Northeast Region College Book Store show in March, among a few to start the 2009 season.

The Company continues to receive orders from Fisher Scientific, our National Laboratory Distributor that sells into the colleges and universities, Hospital and Healthcare Laboratory industries. In addition, the Educational K-12 and Government services divisions of Fisher Scientific were recently added, and are now offering the Company's OSM branded line of all natural products to their customer base.

Over the course of 2009, sales will continue to ratchet themselves up as new customers come on board and reorders start to come in. In 2009, the Company projects a small loss, however, if sales come in stronger than anticipated, a small profit and positive cash flow from operations are a distinct possibility. If, however, the Company is unsuccessful in raising additional capital by the late summer of 2009, the probability of hitting its short term financial goals will be seriously impacted.

We will continue to use the radio as the primary source for marketing and creating brand awareness of our non-food, all natural product offerings. Sam Jeffries, the Company's President, hosts a live, weekly four hour Sunday morning garden talk radio show which is currently heard on 11 radio stations throughout the Northeast. Using this network of 11 radio stations allows us to keep listeners informed about the importance of considering all natural, organic chemical-free alternatives, how they should use these products and where they can buy them. Since the Company pays for the air time, it also receives an inventory of commercials which are used as a follow up during the work week to educate consumers about organics and where they can purchase the products. This also creates a medium for the Company to offset some of its radio and related expenses by selling the air time to potential sponsors and or advertisers of the radio show. Essentially, the Company has created its own media network, The Garden Guys, within the New England region. Based in Boston, MA it currently holds the eleventh spot for largest market in the country.

As previously noted, the Company has strategic relationships established with key sales representative and distributor organizations in the markets that we service and has developed very strong relationships with several vendors for the fulfillment of our organic liquid and fertilizer product lines. The Company plans to vigorously pursue all strategic relationships that enhance its ability to deliver quality non-food, all natural products at reasonable prices.

The Company's projected Plan of Operations for 2009 consist of the following:
(000's omitted)

	CALENDAR Year 2009 -----
Revenues	\$2,400
Margin	840
Selling, General and Administrative Expense	996
Net Profit/(Loss) from Operations	(\$ 156)

The Company continues to rely on invested capital and short-term debt. The Company continues to seek additional minimum financing of \$250,000 to maintain operations in 2009. If operating revenues increase as expected and we attain break even in 2009, operations would most likely be able self-sustaining in 2010; however, additional investor funds would still be needed to continue to expand in 2010 and beyond. On the other hand, if we are unable to raise the

minimum financing needed in 2009, the Company would likely exhaust its resources in late 2009.

1. Revenue Projections

In some cases, grocery store slotting fees have been paid which guarantees us space on their shelves for a year. Despite its heavy financial commitment to heavily advertise and promote its products to enhance brand awareness, foster customer loyalty and encourage reorders, there can be no guarantee that its products will sell as we believe they will or that the consumer will reorder the products once they have used them.

Our 2009 projections were conservatively made on an industry-by-industry basis with 70% of our projected revenues coming from a combination of Grocery, Convenience and College Book Stores; 25% from our exclusive National Laboratory Distributor, Fisher Scientific and the remaining 10% from a combination of website, radio ads and funeral home industry sales. In preparing our projections we identified customers that we are currently shipping, those to whom we are about to start shipping and those who have indicated a desire to carry our products at some point during 2009. Based upon these assumptions, we estimate how much product would be sold each month and how much the projected dollar revenue would represent on a monthly, quarterly and annual basis.

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2. Expense Projections

Costs of sales were projected based upon the amount of product being sold using the extensive by product costs we had developed for each of our products. As volume increases it is expected that costs will go down as a function of better quantity purchases. Our projections do not, however, take these cost reductions into consideration.

General and Administrative costs were projected at 12.5% of revenues, in line with our corporate objective of keeping G&A expenses level as sales increase.

Selling expenses were projected at 29% of revenues. If revenues are higher than projected, more of the additional revenues will be reinvested in further marketing and selling activities. If revenues come in lower than projected, analysis will be done to determine why and, if appropriate, marketing and selling expenses will be reduced or redirected. These expenses include, but are not limited to, radio show costs, display cases, trade shows, slotting fees commissions, samples, payroll and print media advertising.

We believe that we have developed a careful, well-thought out business plan based upon educated assumptions using the most current data available to us. There is, of course, no guarantee as to how much or how often existing or new customers will buy from us. We believe that our business plan contains, however, enough flexibility to weather unforeseen delays in the generation of revenues by being able to modify expenses and other spending, as required, assuming minimum financing is obtained by late 2009.

There can be no assurance that the Company's actual operations will reflect the above projections. Market conditions, competition, supplier delays, the ability to raise capital and all other risks associated with the operation of a business could adversely impact the Company's ability to reach the above projections.

The Company anticipates that in order to fulfill its plan of operations, it will need to attract additional key supermarket chains to sell its natural cleaning and gardening products. The Company has continued to receive orders and re-orders from recognized major supermarket chains and leading national organic food distributors.

The Company has entered into agreements with additional established sales representative organizations; C.A. Fortune (21 reps) based in Bloomingdale, IL to present its gardening and cleaning products to Mid-Western area (IL, MI, MO, MN, WI, IA, IN, OH, SC, FL, AL, GA, NC, SC, NE, ND, SD, TN, KY, PA) distributors, supermarkets, independent health food stores, drug stores, convenience stores and mass merchant trade retail outlets. In addition, agreements exist with other established sales representative organizations, E.C. Desmond, Inc. based in New York, who is currently selling our gardening and cleaning products to supermarket chains such as Shop-Rite/Wakefern and Gristedes, NE Sales based in MA selling to major hardware chains, automotive, and grocery outlets, and Valk Sales (12 reps) covering ME to FL and focusing on all grocery accounts distributed by UNFI both to independent and large chain stores.

To fulfill orders in a timely fashion, the Company must have the capability of producing and delivering its cleaning and gardening products in sufficient volume and quantity to achieve its projections. To satisfy this requirement, for the past two years the Company has outsourced its fulfillment operation to Webco Chemical Co., located in Dudley, Massachusetts. We believe that Webco has the capacity and ability to handle any and all requirements we may have and more, over the next five years.

In addition to the minimum financing needed for 2009, the Company will need to continue to seek financing from outside sources to expand the business into 2010 and beyond. In order to provide this necessary additional financing, the Company intends to offer private placement opportunities to investors in an as yet undetermined amount. We have no basis, however, for predicting the success of such an offering.

3. Risks Related To Our Business And Operations

- o Economic or industry-wide factors relevant to the Company:

Should consumer interest in "organic" or "natural" products diminish or discontinue; should there be a natural disaster that adversely impacts garden center product sales such as extreme weather conditions throughout the United States; should there be a shortage of suppliers in the enzyme technology that is used in some of our products or should there be a slower than anticipated roll-out of products to customers due to such external factors, the Company's

ability to realize a profit and yield a positive cash flow from operations as quickly as we anticipate could be adversely impacted.

o Material opportunities, challenges:

Should our suppliers not be able to deliver in the quantities the Company needs at any given time in order to fulfill orders; should our contract manufacturer not be able to deliver finished goods in a timely manner or suffer any type of physical plant disaster, labor strike or shortage, it would adversely impact the Company's business. Difficult challenges may be incurred as more competitors, who are more heavily financed than we are, enter into the market and create pricing issues which could adversely impact the Company's operations.

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- o Risks in short and long term and the actions we are taking to address them:

Undercapitalization could impose growth restraints on the Company preventing us from entering other markets and regions, as planned. The Company will continue to actively pursue private placement investor funding as allowed by SEC regulations and to satisfy debt and payables with stock, stock options and/or warrants as a means of capitalizing the Company until operations are sufficient enough to be self-sustaining, which could happen by the end of 2009. There can be no assurance, however, that these activities will be successful.

If Sam Jeffries were unable to host and produce the weekly talk show, this could have an adverse impact on the show's educational and promotional programming which is considered an essential part of our advertising and marketing plan. The present co-hosts, Jim Zoppo and Layanee DeMerchant, could produce and conduct the show in Sam Jeffries absence. In addition, Jim Zoppo, is a well respected, well known horticulturist and radio talk show host in his own right.

Although unlikely, interest in organics could diminish which would have an adverse effect on the popularity of the radio show. To mitigate this possibility, "home remedy", "how to" and "natural and organic health-care alternative segments are being added to the shows programming to expand listener interest and extend the seasonality of the show. The Company also has plans to ultimately reach a national audience by franchising the Garden Guys concept throughout the country by having local talk shows discuss organics and lawn and gardening techniques and problems indigenous to each of those regions.

- o Reliance on Investment Funds

We just recently started to receive meaningful cash flow from customer sales. We expect that for the short term future, we will still rely on external funding sources, primarily equity capital, to finance our operations. While we believe that increasing cash flow from customer sales will ultimately provide adequate funds to permit us to become self-sufficient, possibly, by the end of 2009; until then, we will continue to require additional capital from investors. If we were unable to obtain such funding from outside sources, we would likely be forced to reduce the level of our operations and business failure could become a real possibility.

- o Reliance on Management Team

As stated above, the Company relies heavily upon a small team of full-time officers and consultants. It has "key man" life insurance on the CEO, Samuel Jeffries that would compensate us in the event of his demise. Sam Jeffries continued involvement is deemed especially critical to our marketing efforts. The loss of Sam Jeffries or one of several key officers or consultants could have an adverse impact on the Company's chances for success. At present, "key man" insurance coverage is not being pursued on the other full-time officers due to cost.

4. Risks Related to Ownership of Our Stock

- o Trading Market

Our stock officially began trading on Monday, May 5, 2008 on the Over The Counter Electronic Bulletin Board under the trading symbol; OGSMB. Even with our shares being traded publicly, there is a substantial "overhang" of outstanding shares that would be eligible for sale under Rule 144. Such sales, if they were to occur, could tend to suppress the market value of our shares for some time.

- o No Dividends in Foreseeable Future

Our board of directors determines whether to pay cash dividends on our issued and outstanding shares. Such determination will depend upon our future earnings, our capital requirements, our financial condition and other relevant factors. At present, our board is not intending to declare any dividends in the foreseeable future. Earnings, once achieved, are expected to be retained to help finance the growth of our business and for general corporate purposes.

- o Provisions of our Certificate of Incorporation, By-laws and Delaware Law

Provisions of our Certificate of Incorporation, By-laws and Delaware

law may make it more difficult for someone to acquire control of us or for our stockholders to remove existing management, and might discourage a third party from offering to acquire us, even if a change in control or in management would be beneficial to our stockholders. For example, our Certificate of Incorporation allows us to issue different series of shares of common stock without any vote or further action by our stockholders and our Board of Directors has the authority to fix and determine the relative rights and preferences of such series of common stock. As a result, our Board of Directors could authorize the issuance of a series of common stock that would grant to holders the preferred right to our assets upon liquidation, the right to receive dividend payments before dividends are distributed to the holders of other common stock and the right to the redemption of the shares, together with a premium, prior to the redemption of other series of our common stock.

B. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Since its inception, the Company has financed its expenditures primarily through convertible debentures of \$369,800, convertible promissory notes of \$869,540, common stock issued in lieu of debt and payables for \$329,562 and private placement stock offerings totaling \$1,476,216.

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Selected Financial Data

Organic Sales and Marketing, Inc.

For the Years Ended September 30, 2008 and 2007

<TABLE>
<CAPTION>

Statement of Operations

	Twelve Months Ended September 30, 2008	Twelve Months Ended September 30, 2007
<S>	<C>	<C>
Revenues (Net)	\$ 347,111	\$ 190,076
Margin	103,725	96,117
Selling, General and Administrative Expenses	1,370,934	912,569
(Loss) from Operations	\$(1,267,209)	\$ (816,452)
Other Income/(Expense)	(56,089)	(8,101)
Debt Settlement Expense	(685,421)	0
Warrants granted in settlement of debt	(239,549)	0
Profit/(Loss) Before Taxes	\$(2,248,268)	\$ (824,553)
Loss per share-Basic and Diluted	\$ (0.37)	\$ (0.16)
Weighted Average Number of Shares	6,002,421	5,037,031

</TABLE>

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Balance Sheets

	Twelve Months Ended September 30, 2008	Twelve Months Ended September 30, 2007
<S>	<C>	<C>
Cash	\$ 27,838	\$ 193,341
Accounts Receivable	26,710	30,602
Inventories	149,386	111,304
Fixed Assets	14,284	12,752
Other Assets	200	200
Prepaid Expense	53,932	18,893
TOTAL ASSETS	\$ 272,350	\$ 367,092
LIABILITIES		
Accounts Payable	\$ 480,483	\$ 239,811
Accrued Expenses	41,185	123,827
Notes Payable-Current	336,909	209,026
Note Payable-Long Term	-0-	-0-
TOTAL LIABILITIES	\$ 885,500	\$ 572,664
STOCKHOLDERS (DEFICIT)		
Common Stock (Note 1)	\$ 680	\$ 539
Additional Paid in Capital	3,738,959	1,898,410
Accumulated (Deficit)	(4,352,789)	(2,104,521)
TOTAL STOCKHOLDERS (DEFICIT)	\$ (613,150)	\$ (205,572)
TOTAL LIABILITIES AND STOCKHOLDERS (DEFICIT)	\$ 272,350	\$ 367,092

</TABLE>

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Note 1:

Common Stock, \$.0001 par value, 100,000,000 shares authorized, 6,799,494; 5,388,569 shares issued and outstanding respectively.

As of September 30, 2008, the Company has generated significant enough operating revenues to no longer be considered a development stage company. The Company continues to focus its efforts on increasing its customer base and improving and adding quality non-food organic products as opportunities present themselves. While there can be no assurances, the Company anticipates that by developing quality non-food organic products and establishing a broad distribution network for delivering them, it will be in a position to receive substantive revenues in the not-too-distant future.

From its inception, the Company has incurred costs associated with the development and launching of its products, probable markets and business. The Company has established brand names, consumer recognition and interest in non-food organic products made possible through private labels, the internet, radio and an established distribution network. The Company began generating revenues in January, 2007.

Since inception the Company has principally financed its operations through private placements offerings.

On February 18, 2008, the Company conducted a private stock offering whereby it authorized the issuance of 100,000 shares of common stock in exchange for cash of \$50,000. The offering was closed as of March 31, 2008 and 50,000 shares of common stock were ultimately against this stock offering in exchange for cash of \$25,000.

On February 20, 2008, the Company conducted a private stock offering whereby it authorized the issuance of 50,000 shares of common stock in exchange for cash of \$50,000. The offering was closed as of March 31, 2008 and 33,123 shares of common stock were ultimately issued against this stock offering in exchange for cash of \$33,123.

On February 28, 2008, the Company's Board of Directors' approved the issuance of 139,562 shares of common stock at \$1.00 per share in settlement of equal amounts of Notes and Accounts Payable.

On April 11, 2008 the Company conducted a private stock offering whereby it authorized the issuance of 820,000 shares of common stock in exchange for cash of \$410,000. The offering was closed as of April 30, and 820,000 shares of common stock were ultimately against this stock offering in exchange for cash of \$410,000.

On May 30, 2008, the Company extended a Conversion offer to nine bridge loan note holders who had loaned the Company funds during the 3rd Quarter of 2007. In exchange for their notes, the note holders were offered two shares of stock for each dollar of debt and accrued interest they were owed through June 30, 2008. Debt settlement expense associated with these transactions was \$685,421 for the twelve months ending September 30, 2008. Note holders were also offered one common stock warrant for each dollar of debt and accrued interest at an exercise price of \$2.00 per share and a two year exercise period. Warrant expense associated with these transactions was \$239,549 for the twelve months ending September 30, 2008.

For a more complete list of previous sales of unregistered securities by the Company, please refer to Part 5 of Form 10KSB for the year ended September 30, 2007, which is incorporated by reference herein.

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Critical Accounting Policies

Critical accounting policies are defined as those that are reflective of significant judgments and uncertainties, and potentially result in materially different results under different assumptions and conditions. We believe that our critical accounting policies are limited to those described below.

Principles of Accounting

The Company employs the accrual method of accounting for both financial statements and tax purposes. Using the accrual method, revenues and related assets are recognized when earned, and expenses and the related obligations are recognized when incurred. The Company has elected a September 30 year end.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

The Company applies the provisions of SEC Staff Accounting Bulletin No. 104, "Revenue Recognition in Financial Statements" ("SAB 104"), which provides guidance on the recognition, presentation and disclosure of revenue in financial statements filed with the SEC. SAB 104 outlines the basic criteria that must be met to recognize revenue and provides guidance for disclosure related to revenue recognition policies. We earn our revenues from the distribution of garden and cleaning products to retailers and directly to consumers via our internet site and from advertising contracts. Four basic criteria must be met before revenue can be recognized: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services rendered; (3) the fee is fixed and determinable; and (4) collectibility is reasonably assured.

Revenue from garden and cleaning products is recognized upon shipment of the product. The distribution of products is governed by purchase orders or direct sale agreements which fix the price and delivery date. The Company records a provision for product returns and price markdowns as a reduction of gross sales at the time the product passes to these retailers or consumers. The provision for anticipated product returns and price markdowns is primarily based upon the Company's analysis of historical product return and price markdown results. Should product sell-through results at retail store locations fall significantly below anticipated levels this allowance may be insufficient. The Company will review the adequacy of its allowance for product returns and price markdowns and if necessary will make adjustments to this allowance on a quarterly basis. In compliance with Emerging Issues Task Force ("EITF") No. 00-10, "Accounting for Shipping and Handling Fees and Costs," distribution costs charged to customers are recognized as revenue when the related product is shipped. Advance payments are recorded on the Balance Sheet as deferred revenue until the revenue recognition criteria is met.

Revenue from radio advertising is derived from two sources, the sale of commercial spots on the Garden Guys radio talk show and hosting live remote broadcasts. Revenue from radio advertising is recognized after the commercial has been aired and/or a remote broadcast has taken place. Customers will prepay for radio spots or remote broadcasts at the time they contract with the Company to air their commercials or host a remote broadcast. The Company will carry this prepayment as a liability, until such time as economic performance takes place. Money received is refundable prior to the airing of commercials or the airing of the remote broadcast, adjusted by any production or other direct costs incurred up to that point in time. Radio advertising for the years ended September 30, 2008 and 2007 were \$25,260 and \$11,770, respectively.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. During fiscal 2006, the Company maintained cash in bank accounts which, at times, exceeded Federal Deposit Insurance Corporation insured limits. The Company has not experienced any losses on this account and believes the risk to be minimal.

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Accounts Receivable

The Company carries its accounts receivable at cost less an allowance for doubtful accounts. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts, based on a history of past write-offs and collections and current credit conditions. The Company feels that all of its accounts receivable as of September 30, 2008 and September 30, 2007 is collectable and therefore no allowance has been taken.

Inventory

The inventory is stated at the lower of cost (first-in-first-out method) or market. Inventory items consist of raw material and finished goods. Raw materials consist of labels, bottles, sprayers and shipping materials. Finished goods consist of fertilizer bags and bottles of organic cleaning products ready for shipment. The inventory consists of newly purchased items; therefore, there is currently no allowance for excess or obsolete inventory.

Prepaid Expense

Business expenses, including consulting expenses, that are paid for in advance of services being rendered are treated as prepaid. The Company occasionally pays for these expenses with its common stock. When this occurs the offset is shown as a negative component of stockholders' equity.

Fixed Assets

Fixed assets are stated at cost less accumulated depreciation. Expenditures for minor replacements, maintenance and repairs which do not increase the useful lives of the property and equipment are charged to operations as incurred. Major additions and improvements are capitalized. Depreciation and amortization are computed using the straight-line method over estimated useful lives of five to seven years.

Advertising

The Company follows the policy of charging advertising costs to expense as incurred. Advertising expenses primarily consist of the Company's four hour weekly Garden Talk radio call in program with Clear Channel, Citadel and Entercom Communications Companies. Annual advertising expense for the radio contracts with Clear Channel, Citadel and Entercom Communications was \$282,622 and \$70,600 for the years ended September 30, 2008 and 2007, respectively. Total advertising, including radio contracts, for the years ended September 30, 2008 and 2007 was \$457,087 and \$256,267, respectively. Advertising expense also includes display rack costs, slotting fees and print media advertising.

Income Taxes

The Company is a C Corporation registered in the state of Delaware. Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due. Income taxes are accounted for in accordance with SFAS No. 109, "Accounting for Income Taxes" ("SFAS 109"). Under SFAS No. 109 income taxes are recognized for the following: i) amount of taxes payable for the current year, and ii) deferred tax assets and liabilities for the future tax consequences of events that have been recognized differently in the financial statements than for tax purposes. Deferred tax assets and liabilities are established using statutory tax rates and are adjusted for tax rate changes. SFAS 109 also requires that deferred tax assets be reduced by a valuation allowance if it is more likely than not that some portion or all of the deferred tax assets will not be realized.

Net Income (Loss) per Share

Basic net Income (loss) per share is computed by dividing net income (loss) by the weighted average number of common shares outstanding. Diluted net income (loss) per share is computed by dividing net income (loss) by the weighted average number of common shares outstanding and dilutive potential common shares which includes the dilutive effect of stock options and warrants granted. Dilutive potential common shares for all periods presented are computed utilizing the treasury stock method. Common stock options of 1,126,250 were considered, but not included in the computation of loss per share because their effect is anti-dilutive. Common stock warrants of 184,120 were considered, but not included in the computation of loss per share, because their effect is anti-dilutive, as well.

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Recently Issued Accounting Standards

In February, 2007, the FASB issued SFAS No. 159, "THE FAIR VALUE OPTION FOR FINANCIAL ASSETS AND FINANCIAL LIABILITIES-INCLUDING AN AMENDMENT OF FASB NO. 115" ("SFAS 159"). SFAS 159 permits entities to choose to measure many financial instruments and certain other items at fair value. The objective is to improve financial reporting by providing entities with the opportunity to mitigate volatility in reported earnings caused by measuring related assets and liabilities differently without having to apply complex hedge accounting provisions.

SFAS 159 is effective as of the beginning of an entity's first fiscal year that begins after November 15, 2007. Early adoption is permitted as of the beginning of a fiscal year that begins on or before November 15, 2007, providing that the entity also elects to apply the provisions of FASB No. 157, "FAIR VALUE MEASUREMENTS". The Company does not presently anticipate any significant impact on its consolidated financial position, results of operations or cash flows.

Reclassifications

Certain immaterial amounts from prior years have been reclassified to conform to the 2008 presentation.

Fair Value of Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable and accounts payable approximates fair value due to the short-term maturity of these instruments. The carrying value of notes payable approximates fair value because negotiated terms and conditions are consistent with current market rates.

Accounting for Income Taxes

As part of the process of preparing our consolidated financial statements we are required to estimate our income taxes. Management judgment is required in determining our provision of our deferred tax asset. We recorded a valuation for the full deferred tax asset from our net operating losses carried forward due to our not having demonstrated any consistent profitable operations. In the event that the actual results differ from these estimates or

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we adjust these estimates in future periods, we may need to adjust such valuation as recorded.

ITEM 7. FINANCIAL STATEMENTS.

For the Financial Statements required by Item 7 see the Financial Statements included at the end of this Form 10-KSB.

ITEM 8. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURES.

There have been no changes in or disagreements with accountants with respect to accounting and/or financial disclosure.

ITEM 8A. CONTROLS AND PROCEDURES.

The term "disclosure controls and procedures" is defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). This term refers to the controls and procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files under the Exchange Act is recorded, processed, summarized, and reported within the required time periods. Our Chief Executive Officer and our Chief Financial Officer have evaluated the effectiveness of our disclosure controls and have procedures as of the end of the period covered by this quarterly report. They have concluded that, as of that date, our disclosure controls and procedures were effective at ensuring that required information will be disclosed on a timely basis in our reports filed under the Exchange Act.

No change in our internal control over financial reporting occurred during the period covered by this report has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 8B. OTHER INFORMATION.

None.

PART III

ITEM 9. DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS

A. Directors and Executive Officers

The following table sets forth our current directors, officers and significant employees, their ages, and all offices and positions with our company.

NAME	AGE	POSITION
----	---	-----
Samuel F.H. Jeffries	47	President, Chief Executive Officer and Chairman of the Board of Directors
Stephen B. Jeffries	48	Director
Leonard B. Colt, Jr.	72	Director, Secretary
Jerry Adelstein	76	Director
Joanne L.H. Anderson	51	Director, Vice President
Laurie Basch-Levy	55	Director and Member of Audit Committee

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Michael Ernst	57	Director
Mark J. McEvoy	56	Treasurer and Chief Financial Officer

The following is a biographical summary of our directors and officers:

Samuel F.H. Jeffries has been president, Chief Executive Officer, and Chairman of the Board of Directors since inception. He is also a member of the Executive Committee. Prior to such time, he was president and co-managing member of Garden Connections, LLC, from its inception in 2002. From 1999 to 2001, Mr. Jeffries was Eastern Regional Sales Manager and area manager for Etera Corporation, a wholesale garden products distributor based in Mount Vernon, Washington. His responsibilities included sales, management, forecasts, hiring, computer training, new accounts, budgeting, advertising and promotions. From 1992 to 2000, Mr. Jeffries owned and operated Jeffries Horticultural Sales and Jeffries Landscape and Design, based in Franklin, Massachusetts. In 1984, Mr. Jeffries received his Bachelor of Science degree in environmental design from the University of Massachusetts at Amherst. He minored in arboriculture. He was also a certified Occupational Education instructor at the Norfolk County Agricultural High School, Walpole, MA. He is the first cousin of Stephen B. Jeffries, a director.

Joanne L.H. Anderson, Director, Vice President and member of the Executive Committee. She has been a director of the Company since May, 2005 and is utilizing her artistic designing talents in creating our logos, labels, packaging and our websites. She also oversees the Company's advertising and marketing. Since 1980, Joanne has been employed as an artist, designer, and head of the art department of North American Carrousel Company located in Minneapolis, Minnesota. She is experienced in website design and graphic and commercial art. She is trained as an artistic painter, sculptor and art conservationist. She apprenticed for four years with leading portrait artist Jerome Ryan. She majored in art at Hamline University in Saint Paul, Minnesota and has restored paintings and ceilings in the Minnesota State Capital and St. Paul Courthouse.

Len Colt, has been our director since the inception. Since 1993, he has been owner of Pegasus Marketing & Sales based in Little Compton, Rhode Island. Pegasus is in the packaging consultancy firm and sales representative for various packaging manufacturers. In 1958, Mr. Colt received his bachelor of arts degree in history from Middlebury College located in Middlebury, Vermont.

Jerry Adelstein, has been a director since the inception and is a member of the Audit Committee and the Executive Committee. Since 1968, he has been the president of H&J Associates, a textile sales company, based in Long Island, New York. In 1953, he received a bachelor of science in economics from Alfred University, in New York State. In 1957, he received a Masters degree in business administration with a major in economics from New York University.

Stephen B. Jeffries, has been a director since the inception. He is also on the Audit Committee. He has been the owner of S.B. Jeffries Consultants since 1990. S.B. Jeffries Consultants is based in Boston, Massachusetts, and is in the business of equity analysis and financial portfolio and estate management. In 1983, he received a bachelor of arts in economics from the University of Chicago. He has completed the C.F.A. Level 1 Examination and C.F.P. Level 1 Examination.

Laurie Basch-Levy, Director and a member of the Audit Committee. She has been a textile designer, creating designs widely used by major fashion designers in New York City until 1982 when she became treasurer of The George Basch Co. In January 2001 she became President and CEO of The George Basch Co., a privately owned manufacturer and global distributor of the product Nevrr-Dull Metal Polish, which was formed in and has operated since 1929. This may give rise to a potential conflict inasmuch as the Company has a business relationship with Nevrr-Dull and has a licensing agreement with them (see "Business of the Company", above). Ms. Basch-Levy and the Company will endeavor to avoid any such conflict by excluding her from any decision making or Board votes referable to Nevrr-Dull. She received her degree from the Fashion Institute of Technology in New York City.

Michael Ernst, Director, since the inception. He has been Senior Energy Consultant, Tetra Tech Ec Inc., an engineering and consulting firm since 2006; Vice President of Permitting and Siting for TransEnergie U.S. Ltd. 2001-2006 specializing in environmental engineering; Associate Attorney, Rubin & Rudman, Boston, specializing in environmental law; General Counsel and Legislative Director of the Massachusetts Department of

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Telecommunications and Energy, 1992-2001; Hearing Officer for the Massachusetts Energy Facilities Siting Board, 1990-1992; Counsel to the Joint Committee on Energy of the Massachusetts Legislature, 1984-1990; Safe Energy Advocate, MASSPIRG, 1981-1983. He received his degrees from Northeastern University School of Law, J.D., and Davidson College, B.S.

Mark J. McEvoy, was elected Treasurer and Chief Financial Officer on November 15, 2006. He has practiced in the accounting profession for 32 years, during which period he owned and operated an Accounting and Tax practice from 1986 to 1996. He graduated from Bentley College in 1977 with a Bachelor's degree in Accounting. Immediately prior to joining the Company he served 5 years as the CFO of WareRite Distributors, Inc. a fabricator of and distributor of laminate countertop products.

B. Significant Employees.

We intend to enter into employment agreements with our officers and significant employees, but we have not yet done so.

In February, 2008, each member of the Board of Directors received 20,000 stock option shares in lieu of cash compensation for Board of Director fees.

C. Family Relationships. Samuel F.H. Jeffries and Stephen B. Jeffries are first cousins.

D. Involvement in Certain Legal Proceedings. None

E. The Executive Committee and the Audit Committee of the Board are separate committees.

The Executive Committee consists of our independent directors. Its principal functions are to advise and make recommendations to our Board of Directors regarding matters relating to the compensation of officers and senior management.

The Audit Committee consists of Stephen B. Jeffries, Jerry Adelstein and Laurie Basch-Levy. The Board of Directors has determined that all three members are independent directors as (1) defined in Rule 10A-3(b)(i)(ii) under the Securities Exchange Act of 1934 (the "Exchange Act") and (ii) under Section 121 B(2)(a) of the AMEX Company Guide (although our securities are not listed on the American Stock Exchange or any other national exchange). Stephen B. Jeffries serves as the financial expert as defined in Securities and Exchange Commission rules relating to the Audit Committee.

We believe Messrs. Adelstein and Jeffries and Ms. Basch-Levy to be independent of management and free of any relationship that would interfere with their exercise of independent judgment as members of this committee. The principal functions of the Audit Committee are to (i) assist the Board in fulfilling its oversight responsibility relating to the annual independent audit of our consolidated financial statements, the engagement of the independent registered public accounting firm and the evaluation of the independent registered public accounting firm's qualifications, independence and performance (ii) review the reports or statements as may be required by the securities laws, (iii) assist the Board in fulfilling its oversight responsibility relating to the integrity of our financial statements and financial reporting process and our system of internal accounting and financial controls, (iv) discuss the financial statements and reports with management, including any significant adjustments, management judgments and estimates, new accounting policies and disagreements with management, and (v) review disclosures by independent accountants concerning relationships with us and the performance of our independent accountants.

F. Meetings of the Board and Committees.

Our Board of Directors is responsible for the management and direction of our company and for establishing broad corporate policies. A primary responsibility of the Board is to provide effective governance over our affairs for the benefit of our stockholders. In all actions taken by the Board, the Directors are expected to exercise their business judgment in what they reasonably believe to be the best interests of our company. In discharging that obligation, Directors may rely on the honest and integrity of our senior executives and our outside advisors and auditors.

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The Board of Directors and the Audit Committee of the board meet periodically throughout the year to receive and discuss operating and financial reports presented by our executive officers as reports by experts and other advisors. The Board held meetings during the fiscal year ended September 30, 2008 in person and telephonically and acted by unanimous written consent on four occasions. In fiscal 2008, the Audit Committee met on July 9, 2008.

G. Compliance with Section 16(a) of The Securities Exchange Act of 1934.

To our knowledge, during the fiscal year ended September 30, 2008, based solely on a review of such materials as are required by the Securities and Exchange Commission, no officer, director or beneficial holder of more than ten percent of our issued and outstanding shares of Common Stock failed to timely file with the Securities and Exchange Commission any form or report required to be so filed pursuant to Section 16(a) of the Securities Exchange Act of 1934.

ITEM 10. EXECUTIVE COMPENSATION.

The following table sets forth the aggregated compensation awarded to, earned by or paid to our Chief Executive Officer and our other executive officers as a group, or to directors for all services rendered in all capacities.

SUMMARY COMPENSATION TABLE

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Name and Principal Position (a)	Year (b)	Salary (\$) (c)	Bonus (\$) (d)	Stock Awards (\$) (e)	Option Awards (\$) (f)	Non-Equity Incentive plan Compensation (\$) (g)	Change in Pension Value and Nonqualified Deferred Compensation Earnings (\$) (h)	All Other Compensation (\$) (i)	Total (\$) (j)
<S> PEO	<C> 2008	<C> 73,049	<C> -0-	<C> -0-	<C> -0-	<C> -0-	<C> -0-	<C> 6,000	<C> 79,049
Sam Jeffries	2007	66,126	-0-	-0-	-0-	-0-	-0-	6,000	76,126

</TABLE>

All officers and directors as a group were paid in the aggregate \$151,703 for the fiscal year ended September 30, 2008.

ITEM 11. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth, as of December 17, 2008 certain information with respect to the beneficial ownership of the common stock by (1) each person known by us to beneficially own more than 5% of our outstanding shares, (2) each of our directors, (3) each named executive officer and (4) all of our executive officers and directors as a group. Except as otherwise indicated, each person listed below has sole voting and investment power with respect to the shares of common stock set forth opposite such person's name.

NAME AND ADDRESS OF BENEFICIAL OWNER	AMOUNT AND NATURE OF OWNERSHIP		PERCENT OF OUTSTANDING SHARES
	(1)	(2), (3)	
Samuel F.H. Jeffries	1,390,500		16.3%
Stephen B. Jeffries	65,536		.8%

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Leonard B. Colt, Jr.	171,938	2.0%
Jerry Adelstein	1,158,565	13.5%
Joanne L.H. Anderson	256,940	3.0%
Laurie Basch-Levy	355,,000	4.2%
Michael Ernst	62,000	.7%
All Executive Officers and Directors as a Group (7 persons)	3,460,479	62.9%
Estate of Bruno Kordish	500,000 (2)	5.6%

(1) Beneficial ownership so determined in accordance with the rules of the Securities and Exchange Commission. Unless otherwise indicated, this column reflects amounts as to which the beneficial owner has sole voting power and sole investment power.

(2) Bruno Kordish, a consultant, died after the close of the September 30, 2008 fiscal year.

(3) Includes shares that may be acquired within the next 60 days.

Applicable percentage of ownership is based on 8,539,863 shares of our common stock outstanding on December 17, 2008.

The address of each of the executive officers and directors is care of Organic Sales and Marketing, Inc. 114 Broadway, Raynham, MA 02767.

The Company has not granted any of the following during or after its fiscal year ended September 30, 2008:

Grants of Plan-Based Awards

Equity Awards

Pension Benefits

Nonqualified Deferred Compensation

The Company anticipates that its Executive Committee will develop and establish clear compensation policies and procedures for disclosing these policies.

ITEM 12. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS.

We pay \$1,000 per year to Jeffries Landscape & Design (a company owned by, Samuel F.H. Jeffries) for the storage of certain products we sell.

Jerry Adelstein, a director of the company, holds a demand note dated March 1, 2007 with a principal balance due as of September 30, 2008 of \$76,247. This note is payable monthly by the Company in the amount of \$1,000 with interest at the rate of 6% per annum. As of September 30, 2008, interest and principal owed on the Note was \$80,011.

Leonard Colt, a director of the company, holds a demand note dated March 15, 2008 with a principal balance due as of September 30, 2008 of \$10,855. This note is payable monthly by the Company in the amount of \$1,020 with

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interest at the rate of 6% per annum. As of September 30, 2008, interest and principal owed on the Note was \$11,128.

Laurie Basch-Levy, a director of the company, holds a 12 month promissory note dated December 1, 2007 with a principal balance due as of September 30, 2008 of \$175,000. Interest accrues at 12% per annum. Accrued interest and principal was due at maturity, December 1, 2008, however, the note holder has agreed to extend the maturity date for an additional twelve months given the same terms and conditions as the original note. As of September 30, 2008 interest and principal owed on the note was \$197,373.

On October 7, 2008, the Company entered into a consulting agreement with Nu Vision Holding LLC ("Nu Vision"), a financial consulting firm located in Great Neck, NY, pursuant to which Nu Vision will receive 450,000 shares of the Company's common stock over the six month life of the agreement. The services to be rendered by Nu Vision are primarily with regard to the Company's dealings with the brokerage and investment community and are described in detail in the agreement itself, which has been filed as an exhibit to this report. Nu Vision's principals are John and Steven Kevorkian who, together with their Father, owned 907,000 shares of the Company's common stock prior to the agreement between Nu Vision and the Company.

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ITEM 13- EXHIBITS

Exhibit No.	Description of Exhibit
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	Charter and By-Laws
1.1	Certificate of Incorporation of Garden Connections, Inc.
2.2	Amendment of Certificate of Incorporation Changing name from Garden Connections, Inc. to Organic Sales and Marketing, Inc.
2.3	Amended and Restated By-Laws
3.2	2008 Stock Option Plan
3.3	Microbial Technologies Licensing Agreement
10.16	Nu Vision Holdings Consulting Agreement
10.17	EC Desmond Sales Representation Agreement
10.18	CA Fortune Specialty Foods Brokerage Agreement
10.19	WHYN Radio Contract (Springfield, MA)
10.20	WBAE Radio Contract (Portland, ME)
10.21	WGIR Radio Contract (Manchester, NH)
10.22	Kehe Foods Vendor Buying Agreement
31.1	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 from the Company's Chief Executive Officer.
31.2	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 from the Company's Chief Financial Officer.
32.1	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 from the Company's Chief Executive Officer.
32.2	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 from the Company's Chief Financial Officer.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES.

All audit and professional services provided by Certified Public Accountants, will be approved in advance by the Audit Committee to assure such services do not impair the auditor's independence from us. The aggregate fees billed by Chisholm, Bierwolf and Nilson were \$ 9,277 and \$ 16,500 for the fiscal years ended September 30, 2008 and 2007, respectively.

Description of Fees	Amount	
-----	-----	-----
	2008	2007
	----	----
Audit Fees	\$ 9,277	\$16,500
Audit-Related Fees	-0-	-0-
Tax Fees	-0-	-0-
All Other Fees	-0-	-0-
Total	\$ 9,277	\$16,500

Audit Fees

Represents fees for professional services provided for the audit of our annual financial statements, services that are performed to comply with generally accepted auditing standards, and review of our financial statements included in our quarterly reports and services in connection with statutory and regulatory filings.

Audit-Related Fees

Represents the fees for assurance and related services that are reasonably related to the performance of the audit or review of our financial statements. The Board of Directors considers to be well qualified to serve as our independent public accountants.

The Audit Committee will pre-approve all auditing services and the terms thereof (which may include providing comfort letters in connection with securities underwriting) and non-audit services (other than non-audit services prohibited under Section 10A(g) of the Exchange Act or the applicable rules of the SEC or the Public Company Accounting Oversight Board) to be provided to us by the independent auditor; provided, however, the pre-approval requirement is waived with respect to the provisions of non-audit services for us if the "de minimus" provisions of Section 10A(i) (1) (B) of the Exchange Act are satisfied. This authority to pre-approve non-audit services may be delegated to one or more members of the Audit Committee, who shall present all decisions to pre-approve an activity to the full Audit Committee at its first meeting following such decision. The Audit Committee may review and approve the scope and staffing of the independent auditors' annual audit plan.

Tax Fees

This represents professional services rendered for tax compliance, tax advice and tax planning.

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All Other Fees

Chisholm, Bierwolf and Nilson was paid no other fees for professional services during the fiscal years September 30, 2008 and 2007.

SIGNATURES

In accordance with Section 13 or 15(d) of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ORGANIC SALES AND MARKETING, INC.

By /s/ Samuel F.H. Jeffries

Samuel F.H. Jeffries, Chairman,
President and Chief Executive Officer

Date January 12, 2009

In accordance with the Exchange Act, this report has been signed below by the following persons on behalf of the registrant and in the capacities on the dates indicated.

By /s/ Mark J. McEvoy

Mark J. McEvoy, Treasurer and Chief
Financial Officer

Date January 12, 2009

* Print the name and title of each signing officer under his signature.

<PAGE>

Organic Sales and Marketing, Inc.
Financial Statements for the Years Ended
September 30, 2008 and 2007
And Report of Independent Registered
Public Accounting Firm

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Statements of Cash Flows	8
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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To The Audit Committee
Organic Sales and Marketing, Inc.
Raynham, Massachusetts

We have audited the accompanying balance sheets of Organic Sales and Marketing, Inc. as of September 30, 2008 and 2007, and the related statements of operations, stockholders' deficit, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Organic Sales and Marketing, Inc. as of September 30, 2008 and 2007, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 16 to the financial statements, the Company has incurred recurring substantial losses from operations, recurring negative working capital, negative cash flows from operations and has limited sales of its products which raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 16. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Chisholm, Bierwolf & Nilson, LLC
Bountiful, Utah
December 30, 2008

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ORGANIC SALES AND MARKETING, INC.
Balance Sheets

	ASSETS	
	September 30,	September 30,
	2008	2007
	-----	-----
CURRENT ASSETS		
Cash and cash equivalents	\$ 27,838	\$193,341
Accounts receivable, net	26,710	30,602
Inventories	149,386	111,304
Prepaid Expense	53,932	18,893
	-----	-----
Total Current Assets	257,866	354,140
	-----	-----
PROPERTY AND EQUIPMENT, NET	14,284	12,752
	-----	-----
OTHER ASSETS		
Deposits	200	200
	-----	-----
Total Other Assets	200	200
	-----	-----
TOTAL ASSETS	\$272,350	\$367,092
	=====	=====

The accompanying notes are an integral part of these financial statements.

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ORGANIC SALES AND MARKETING, INC.
 Balance Sheets (Continued)

LIABILITIES AND STOCKHOLDERS' (DEFICIT)

	September 30, 2008	September 30, 2007
	-----	-----
CURRENT LIABILITIES		
Accounts payable	\$ 480,483	\$ 239,811
Accrued expenses	41,185	99,386
Accrued interest payable	26,923	24,441
Line of Credit	74,807	--
Notes payable	--	157,000
Notes payable - related parties	262,102	52,026
	-----	-----
Total Current Liabilities	885,500	572,664
	-----	-----
Total Liabilities	885,500	572,664
	-----	-----
COMMITMENTS	--	--
STOCKHOLDERS' (DEFICIT)		
Common stock, \$0.0001 par value; 100,000,000 shares authorized; 6,799,494 and 5,388,569 shares issued and outstanding, respectively	680	539
Additional paid-in capital	3,738,959	1,898,410
Accumulated (Deficit)	(4,352,789)	(2,104,521)
	-----	-----
Total Stockholders' (Deficit)	(613,150)	(205,572)
	-----	-----
TOTAL LIABILITIES AND STOCKHOLDERS' (DEFICIT)	\$ 272,350	\$ 367,092
	=====	=====

The accompanying notes are an integral part of these financial statements.

<PAGE>

ORGANIC SALES AND MARKETING, INC.
Statements of Operations

	For the Years Ended September 30,	
	2008	2007
	-----	-----
REVENUES		
Product sales, net	\$ 321,851	\$ 178,306
Radio Advertising	25,260	11,770
	-----	-----
Total Revenues	347,111	190,076
COST OF SALES	243,386	93,959
	-----	-----
GROSS PROFIT	103,725	96,117
	-----	-----
OPERATING EXPENSES		
Advertising Expense	457,087	256,267
Payroll Expense	323,769	186,895
Selling Expense	195,678	111,456
General and Administrative	159,929	169,958
Compensation Expense	123,916	-
Legal and Accounting	110,555	187,993
	-----	-----
Total Operating Expenses	1,370,934	912,569
	-----	-----
LOSS FROM OPERATIONS	(1,267,209)	(816,452)
	-----	-----
OTHER INCOME (EXPENSE)		
Interest Income	3,019	4,841
Interest Expense	(59,108)	(12,942)
Debt Settlement Expense	(685,421)	-
Warrants granted in settlement of debt	(239,549)	-
	-----	-----
Total Other Income (Expense)	(981,059)	(8,101)
	-----	-----
NET LOSS BEFORE INCOME TAXES	(2,248,268)	(824,553)
INCOME TAX EXPENSE	--	--
	-----	-----
NET LOSS	\$ (2,248,268)	\$ (824,553)
	=====	=====
LOSS PER SHARE-		
Basic and Diluted	\$ (0.37)	\$ (0.16)
	=====	=====
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING-		
Basic and Diluted	6,002,421	5,037,031
	=====	=====

The accompanying notes are an integral part of these financial statements.

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ORGANIC SALES AND MARKETING, INC.
Statements of Stockholders' Equity/(Deficit)
For the period October 1, 2006 through September 30, 2008

<TABLE>
<CAPTION>

	Common Shares	Stock Amount	Additional Paid-In Capital	Accumulated (Deficit)	Prepaid Expenses	Total Stockholders' Equity (Deficit)
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Balance, October 1, 2006	4,811,576	\$481	\$1,321,475	\$(1,279,967)	\$(4,166)	\$ 37,823
Shares issued for cash at \$1.00/share	576,993	58	576,935	--		576,993
Amortization of Prepaid Expenses					4,166	4,166
Net loss for the year ended September 30, 2007	--	--	--	(824,553)		(824,553)
Balance, September 30, 2007	5,388,569	\$539	\$1,898,410	\$(2,104,520)	\$ --	\$ (205,571)
Shares issued for cash at \$.50/share	870,000	87	434,913			435,000
Shares issued for cash at \$1.00/share	33,123	3	33,120			33,123
Shares issued for debt and payables at \$1.00/share	139,562	14	139,548			139,562
Shares issued for conversion of debt at \$.50/share	368,240	37	184,083			184,120
Debt Settlement			685,420			685,420
Valuation of Warrants associated with conversion of debt			239,549			239,549
Valuation of Options granted			123,916			123,916
Net loss for the year ended September 30, 2008				(2,248,268)		(2,248,268)
Balance, September 30, 2008	6,799,494	\$680	\$3,738,958	\$(4,352,788)	\$ --	\$ (613,150)

</TABLE>

The accompanying notes are an integral part of these financial statements.

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ORGANIC SALES AND MARKETING, INC.
Statements of Cash Flows

	For the Years Ended September 30,	
	2008	2007
	-----	-----
<S>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	\$ (2,248,268)	\$ (824,553)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation expense	4,250	2,698
Valuation of warrants granted in settlement of debt	239,549	--
Debt settlement expense	685,421	--
Option Expense associated with employees, debt and payables	123,916	--
Amortization of prepaid expense	--	4,166
Change in operating assets and liabilities:		

Accounts receivable-trade	3,892	(24,521)
Inventories	(38,082)	(82,130)
Prepaid Expense	(35,039)	(18,893)
Accounts payable	257,672	155,858
Accrued expenses	(8,201)	48,396
Accrued interest payable	50,138	7,096
	-----	-----
Net Cash Used in Operating Activities	(964,752)	(731,883)
	-----	-----
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(5,783)	(12,739)
	-----	-----
Net Cash Used in Investing Activities	(5,783)	(12,739)
	-----	-----
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of common stock	468,123	576,993
Proceeds from Line of Credit	82,500	--
Payments on Line of Credit	(7,693)	(15,000)
Proceeds from Bridge Loans	175,000	--
Proceeds from convertible notes payable- related party	--	157,000
Proceeds from notes payable - related party	87,102	--
Payments on notes payable - related party	--	(7,352)
	-----	-----
Net Cash Provided by Financing Activities	805,032	711,641
	-----	-----
NET INCREASE (DECREASE) IN CASH	(165,503)	(32,981)
CASH, BEGINNING OF PERIOD	193,341	226,322
	-----	-----
CASH, END OF PERIOD	\$ 27,838	\$ 193,341
	=====	=====
SUPPLEMENTAL DISCLOSURES:		
Cash paid for interest	\$ 9,026	\$ 5,695
Cash paid for income taxes	\$ --	\$ --
NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Shares issued for conversion of notes payable and accrued interest	\$ 256,682	\$ --
Shares issued for prepaid services	\$ --	\$ 4,166
Shares issued for accounts payable and accrued expenses	\$ 67,000	\$ --
Valuation of Warrants associated with conversion of debt and payables	\$ 239,549	\$ --
Valuation of Options granted	\$ 123,916	\$ --

</TABLE>

The accompanying notes are an integral part of these financial statements.

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ORGANIC SALES AND MARKETING, INC.
Notes to the Financial Statements
September 30, 2008 and 2007

Note 1 - Organization and Principle Activities of the Company

Business Description

Organic Sales and Marketing, Inc. was incorporated in the state of Delaware on August 23, 2003. On September 8, 2003, a security exchange agreement was entered into with Garden Connections, LLC. Garden Connections, LLC partners received all of the issued and outstanding common stock of Organic Sales and Marketing, Inc. in exchange for their interests in Garden Connections, LLC.

The Company is located in Raynham, Massachusetts and is engaged in the sale and marketing of a wide variety of all natural, non-food products for distribution and sale to major distributors and retail outlets throughout the United States. The Company continues to expand their market penetration by acquiring or developing consumer products that have organic origins that can be private labeled. The Company currently has private label all natural, non-food products that have been modified to meet applications in other industries including costume jewelry, sporting goods, grocery, optical, health and beauty, footwear, museum stores, historical preservation groups, funeral homes, quilting and boating.

Additionally, the company was considered a development enterprise in prior periods; however, per SFAS No. 7, "ACCOUNTING AND REPORTING BY DEVELOPMENT STAGE ENTERPRISES" ("SFAS 7)", the company has commenced operations with significant enough revenues in the current period to no longer be considered as being in the development stage.

Note 2 - Summary of Significant Accounting Policies

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States and incorporate the following significant accounting policies:

Principles of Accounting

The Company employs the accrual method of accounting for both financial statements and tax purposes. Using the accrual method, revenues and related assets are recognized when earned, and expenses and the related obligations are recognized when incurred. The Company has elected a September 30 year end.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

The Company applies the provisions of SEC Staff Accounting Bulletin No. 104, "Revenue Recognition in Financial Statements" ("SAB 104"), which provides guidance on the recognition, presentation and disclosure of revenue in financial statements filed with the SEC. SAB 104 outlines the basic criteria that must be met to recognize revenue and provides guidance for disclosure related to revenue recognition policies. We earn our revenues from the distribution of garden and cleaning products to retailers and directly to consumers via our internet site and from advertising contracts. Four basic criteria must be met before revenue can be recognized: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services rendered; (3) the fee is fixed and determinable; and (4) collectibility is reasonably assured.

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ORGANIC SALES AND MARKETING, INC.
Notes to the Financial Statements
September 30, 2008 and 2007

Note 2 - Summary of Significant Accounting Policies (Continued)

Revenue Recognition (continued)

Revenue from garden and cleaning products is recognized upon shipment of the product. The distribution of products is governed by purchase orders or direct sale agreements which fix the price and delivery date. The Company records a provision for product returns and price markdowns as a reduction of gross sales at the time the product passes to these retailers or consumers. The provision for anticipated product returns and price markdowns is primarily based upon the Company's analysis of historical product return and price markdown results. Should product sell-through results at retail store locations fall significantly below anticipated levels this allowance may be insufficient. The Company will review the adequacy of its allowance for product returns and price markdowns and if necessary will make adjustments to this allowance on a quarterly basis. In compliance with Emerging Issues Task Force ("EITF") No. 00-10, "Accounting for Shipping and Handling Fees and Costs," distribution costs charged to customers are recognized as revenue when the related product is shipped. Advance payments are recorded on the Balance Sheet as deferred revenue until the revenue recognition criteria is met.

Revenue from radio advertising is derived from two sources, the sale of commercial spots on the Garden Guys radio talk show and hosting a live broadcast. Revenue from radio advertising is recognized after the commercial has been aired and/or a remote broadcast has taken place. Customers will prepay for radio spots or remote broadcasts at the time they contract with the Company to air their commercials or host a remote broadcast. The Company will carry this prepayment as liability, until such time as economic performance takes place. Money received is refundable prior to the airing of commercials or the airing of the remote broadcast, adjusted by any production or other direct costs incurred up to that point in time.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturity dates of three months or less at the time of purchase to be cash equivalents. During fiscal 2007 and fiscal 2008, the Company maintained cash in bank accounts which, at times, exceeded Federal Deposit Insurance Corporation insured limits. The Company has not experienced any losses on this account and believes their risk to be minimal.

Accounts Receivable

The Company carries its accounts receivable at cost less an allowance for doubtful accounts if needed. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts, based on a history of past write-offs and collections and current credit conditions. The Company feels that the entire balance of accounts receivable as of September 30, 2008 and September 30, 2007 are collectable.

Inventory

The inventory is stated at the lower of cost (first-in-first-out method) or market. Inventory items consist of raw material and finished goods. Raw materials consist of labels, bottles, sprayers, fertilizer and shipping materials. Finished goods consist of filled fertilizer bags and bottles of organic cleaning products ready for shipment. The inventory consists of newly purchased items; therefore, there is currently no allowance for excess or obsolete inventory.

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ORGANIC SALES AND MARKETING, INC.
Notes to the Financial Statements
September 30, 2008 and 2007

Note 2 - Summary of Significant Accounting Policies (Continued)

Prepaid Expense

Business expenses, including consulting expense, that are paid for in advance of services being rendered are treated as prepaid. The Company occasionally pays these expenses with the common stock of the Company. When this occurs, the offset is shown as a negative component of stockholders' equity.

Fixed Assets

Fixed assets are stated at cost less accumulated depreciation. Expenditures for minor replacements, maintenance and repairs which do not increase the useful lives of the property and equipment are charged to operations as incurred. Major additions and improvements are capitalized. Depreciation and amortization are computed using the straight-line method over estimated useful lives of five to seven years.

Advertising

The Company follows the policy of charging the costs of advertising to expense as incurred. Advertising expense primarily consists of the Company's two hour weekly radio Garden Talk call in program with Clear Channel, Citadel and Entercom Communications Companies. The annual advertising expense for the contracts with Clear Channel, Citadel and Entercom Communications was \$282,622 and \$70,600 for the years ended September 30, 2008 and 2007, respectively. Total advertising, including the radio contracts, for the years ended September 30, 2008 and 2007 was \$457,087 and \$256,267, respectively. Also included in advertising expense are display rack costs, slotting fees and print media advertising.

Income Taxes

The Company is a C Corporation registered in the state of Delaware. Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due. Income taxes are accounted for in accordance with SFAS No. 109, "Accounting for Income Taxes" ("SFAS 109"). Under SFAS No. 109 income taxes are recognized for the following: i) amount of taxes payable for the current year, and ii) deferred tax assets and liabilities for the future tax consequences of events that have been recognized differently in the financial statements than for tax purposes. Deferred tax assets and liabilities are established using statutory tax rates and are adjusted for tax rate changes. SFAS 109 also requires that deferred tax assets be reduced by a valuation allowance if it is more likely than not that some portion or all of the deferred tax assets will not be realized.

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ORGANIC SALES AND MARKETING, INC.
Notes to the Financial Statements
September 30, 2008 and 2007

Note 2 - Summary of Significant Accounting Policies (Continued)

Recently Issued Accounting Standards

In February, 2007, the FASB issued SFAS No. 159, "THE FAIR VALUE OPTION FOR FINANCIAL ASSETS AND FINANCIAL LIABILITIES-INCLUDING AN AMENDMENT OF FASB NO. 115" ("SFAS 159"). SFAS 159 permits entities to choose to measure many financial instruments and certain other items at fair value. The objective is to improve financial reporting by providing entities with the opportunity to mitigate volatility in reported earnings caused by measuring related assets and liabilities differently without having to apply complex hedge accounting provisions.

SFAS 159 is effective as of the beginning of an entity's first fiscal year that begins after November 15, 2007. Early adoption is permitted as of the beginning of a fiscal year that begins on or before November 15, 2007, providing that the entity also elects to apply the provisions of FASB No. 157, "FAIR VALUE MEASUREMENTS". The Company does not presently anticipate any significant impact on its consolidated financial position, results of operations or cash flows.

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ORGANIC SALES AND MARKETING, INC.
Notes to the Financial Statements
September 30, 2008 and 2007

Note 2 - Summary of Significant Accounting Policies (Continued)

In December, 2007, the FASB issued SFAS No. 141(R), "Business Combinations", which established the principles and requirements for how an acquirer recognizes and measures in its financial statements identifiable assets acquired, liabilities assumed, any noncontrolling interest in the acquiree and goodwill acquired. SFAS 141R also establishes disclosure requirements to enable evaluation of the nature and financial effects of the business combination. SFAS 141R is effective the first annual reporting period beginning on or after December 15, 2008 and is not expected to have any impact on the Company's financial statements.

In December, 2007, the FASB issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statements", an amendment of ARB No. 51. SFAS 160 will change the accounting and reporting for minority interests which will be characterized as noncontrolling interests and classified as a component of equity. This new consolidation method will significantly change the accounting for transactions with minority interest shareholders. SFAS 160 is effective for fiscal years and interim periods within those fiscal years beginning on or after December 15, 2008. and is not expected to have an impact on the Company's financial statements.

In March, 2008, the FASB issued SFAS No. 161, "Disclosures about Derivative Instruments and Hedging Activities", an amendment of FASB Statement No. 133. SFAS 161 requires entities utilizing derivative instruments to provide qualitative disclosures about their objectives and strategies for using such instruments, as well as details of credit-risk-related contingent features contained within derivatives. SFAS 161 also requires entities to disclose additional information about the amounts and location of derivatives located within the financial statements, how the provisions of SFAS No. 133 have been applied and the impact that hedges have on an entity's financial position, financial performance and cash flows. SFAS No. 161 is effective for fiscal years and interim periods beginning after November 15, 2008. Early application is encouraged. The Company does not have or utilize any derivative instruments and/or hedging activities and therefore SFAS 161 is not expected to have an impact on the Company's financial statements.

In May 2008, the FASB issued Statement of Financial Accounting Standard ("SFAS") No. 162, "The Hierarchy of Generally Accepted Accounting Principles". SFAS 162 identifies the sources of accounting principles and the framework for selecting the principles used in the preparation of financial statements of nongovernmental entities that are presented in conformity with generally accepted accounting principles (GAAP) in the United States. SFAS 162 is effective 60 days following the SEC's approval of the Public Company Accounting Oversight Board amendments to AU Section 411, The Meaning of Present Fairly in Conformity With Generally Accepted Accounting Principles. The Company is currently evaluating the impact of SFAS 162 on its financial statements but does not expect it to have a material effect.

In May 2008, the FASB ("FASB") issued Statement of Financial Accounting Standard ("SFAS") No. 163, "Accounting for Financial Guarantee Insurance Contracts - an interpretation of FASB Statement No. 60" ("SFAS 163"). SFAS 163 interprets Statement 60 and amends existing accounting pronouncements to clarify their application to the financial guarantee insurance contracts included within the scope of that Statement. SFAS 163 is effective for financial statements issued for fiscal years beginning after December 15, 2008, and all interim periods within those fiscal years. As such, the Company is required to adopt these provisions at the beginning of the fiscal year ended March 31, 2009. The Company is currently evaluating the impact of SFAS 162 on its financial statements but does not expect it to have a material effect.

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ORGANIC SALES AND MARKETING, INC.
Notes to the Financial Statements
September 30, 2008 and 2007

Reclassifications

Some prior year immaterial amounts may be reclassified to conform to the 2008 presentation.

Fair Value of Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable and accounts payable approximates fair value due to the short-term maturity of these instruments. The carrying value of notes payable approximates fair value because negotiated terms and conditions are consistent with current market rates.

Note 3 - Net Income/(Loss) per Share

Basic net income (loss) per share is computed by dividing net income (loss) by the weighted average number of common shares outstanding. Diluted net income (loss) per share is computed by dividing net income (loss) by the weighted average number of common shares outstanding and dilutive potential common shares, which includes the dilutive effect of stock options and warrants granted. Dilutive potential common shares for all periods presented are computed utilizing the treasury stock method. Common stock options of 1,126,250 were considered, but not included in the computation of loss per share because their effect is anti-dilutive. Common stock warrants of 184,120 were considered, but not included in the computation of loss per share because their effect is anti-dilutive.

	For the Years Ended September 30,	
	2008	2007
	-----	-----
Basic and Diluted		

Net Loss - Numerator	\$ (2,248,268)	\$ (824,553)
	=====	=====
Weighted Average Shares - Denominator	6,002,421	5,037,031
	=====	=====
Per Share Amount	\$ (0.37)	\$ (0.16)
	=====	=====

Note 4 - Income Taxes

The Company has adopted FASB 109 to account for income taxes. The Company currently has no issues that create timing differences that would mandate deferred tax expense. Net operating losses would create possible tax assets in future years. Due to the uncertainty of the utilization of net operating loss carry forwards, an evaluation allowance has been made to the extent of any tax benefit that net operating losses may generate. No provision for income taxes has been made due to net operating loss carry-forwards of \$2,964,434 and \$1,766,822 as of September 30, 2008 and 30, 2007, respectively, which may be offset against future taxable income through 2028. No tax benefit has been reported in the financial statements.

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ORGANIC SALES AND MARKETING, INC.
 Notes to the Financial Statements
 September 30, 2008 and 2007

Note 4 - Income Taxes (Continued)

Deferred tax assets and the valuation account are as follows:

	For the Years Ended September 30,	
	2008	2007
Deferred tax asset:		
Net operating loss carryforward	\$ 1,156,129	\$ 688,370
Valuation allowance	(1,156,129)	(688,370)
	\$ --	\$ --

The components of income tax expense are as follows:

	For the Years Ended September 30,	
	2008	2007
Current Federal tax	\$ --	\$ --
Current State tax	--	--
Change in NOL benefit	467,759	321,576
Change in valuation allowance	(467,759)	(321,576)
	\$ --	\$ --

Note 5 - Inventories

Inventories consisted of the following as of:

	September 30,	September 30,
	2008	2007
Raw materials	\$105,107	\$ 80,360
Finished goods	44,279	30,944
Totals	\$149,386	\$111,304

At September 30, 2008 and September 30, 2007, no provision for obsolete inventory was recorded by the Company.

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ORGANIC SALES AND MARKETING, INC.
 Notes to the Financial Statements
 September 30, 2008 and 2007

Note 6 - Property and Equipment

Property and Equipment consisted of the following as of:

	September 30, 2008	September 30, 2007
	-----	-----
Property and equipment	\$ 21,900	\$ 16,117
Less: accumulated depreciation	(7,616)	(3,365)
	-----	-----
Property and equipment, net	\$ 14,284	\$ 12,752
	=====	=====

Depreciation expense on property and equipment was \$4,251 and \$2,698 for the years ended September 30, 2008 and 2007, respectively.

Note 7 - Stock Options

On February 28, 2008, our Board of Directors approved the 2008 Stock Option and Purchase Plan. Under the terms of this plan, options may be granted to officers, directors, employees, consultants and independent contractors to purchase up to an aggregate of 1,350,000 shares of common stock at an exercise price of \$1.00 per share. Options are exercisable over a ten year period from date of grant and vest over a four year period at a rate of 25% per year.

As of September 30, 2008, there were 1,126,250 options outstanding under this plan at the exercise price of \$1.00 per share. The issuance of these options was approved by holders of the majority of the companies' outstanding common stock. The amount of option expense recorded for the year ended September 30, 2008 was \$123,916 and was presented in Compensation Expense. The amount of Option Expense to be charged over the next four years is \$783,437.

The Company has determined the estimated value of the stock options granted by using the Black-Scholes pricing model using the following assumptions: expected life of 10 years, a risk free interest rate of 3.71-3.88%, a dividend yield of 0% and volatility of 75% in 2008.

A summary of our outstanding common stock options as of September 30, 2008 is presented below:

<TABLE>
 <CAPTION>

	Number of Shares	Weighted Average Exercise Price
	-----	-----
<S>	<C>	<C>
Stock Options Outstanding, September 30, 2007	--	\$ --
Options Issued	1,126,250	\$1.00
Options Exercised	--	\$ --
Options Canceled	--	\$ --
	-----	-----
Stock Options Outstanding, September 30, 2008	1,126,250	\$1.00
	=====	=====
Stock Options Exercisable, September 30, 2008	148,619	\$1.00
	-----	-----

</TABLE>

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ORGANIC SALES AND MARKETING, INC.
 Notes to the Financial Statements
 September 30, 2008 and 2007

Note 7 - Stock Options (Continued)

The following table summarizes the changes in options outstanding and the related prices for the shares of the Company's common stock options issued to both employees and non-employees of the Company.

Year	Options Outstanding			Options Exercisable	
	Exercise Price	Number Shares Outstanding	Weighted Average Contractual Life (Years)	Number Exercisable	Weighted Average Exercise Price
Feb, 2008	\$1.00	876,250	9.42	127,786	\$1.00
May, 2008	\$1.00	250,000	9.67	20,833	\$1.00

Note 8 - Common Stock Purchase Warrants

On May 30, 2008, the Company extended a Conversion offer to nine bridge loan note holders who had loaned the Company funds during the 3rd Quarter of 2007. In exchange for their notes, the note holders were offered two shares of stock for each dollar of debt and accrued interest they were owed through June 30, 2008 and July 31, 2008. In addition, they were offered one common stock purchase warrant for each dollar of debt and accrued interest at an exercise price of \$2.00 per share and a two year exercise period. The total number of warrants granted was 184,120 which vested entirely upon grant. The amount of warrant expense charged for the 12 months ending September 30, 2008 was \$239,549.

The Company has determined the estimated value of the warrants granted by using the Black-Scholes pricing model using the following assumptions: expected life of 2 years, a risk free interest rate of 2.40%-3.03%, a dividend yield of 0% and volatility of 94% in 2008.

A summary of our outstanding common stock purchase warrants as of September 30, 2008 is presented below:

	Number of Warrants	Weighted Average Exercise Price
Warrants Outstanding, September 30, 2007	--	\$ --
Warrants Granted	184,120	\$2.00
Warrants Exercised	--	\$ --
Warrants Canceled	--	\$ --
Warrants Outstanding and Exercisable, September 30, 2008	184,120	\$2.00

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ORGANIC SALES AND MARKETING, INC.
 Notes to the Financial Statements
 September 30, 2008 and 2007

Note 8 - Common Stock Purchase Warrants (Continued)

The following table summarizes the changes in warrants outstanding and the related prices for the shares of the Company's common stock issued to the note holders referenced above.

Year	Warrants Outstanding			Warrants Exercisable	
	Exercise Price	Number Shares Outstanding	Weighted Average Contractual Life (Years)	Number Exercisable	Weighted Average Exercise Price
2008	\$2.00	184,120	1.75	184,120	\$2.00

Note 9 - Line of Credit

In August 2006, the Company entered into a Line of Credit / Overdraft Protection Agreement ("LOC Agreement") with a financial institution to borrow up to \$75,000. Interest accrues at the Wall Street Journal Prime Rate ("WSJ Prime Rate") less 1% for the first six months and at the WSJ Prime Rate, thereafter. All amounts due on the line of credit are due on demand. The balance outstanding at September 30, 2008 and 2007 was \$74,807 and \$-0-, respectively. Accrued Interest Payable at September 30, 2008 and 2007 was \$512 and \$-0-, respectively. The LOC Agreement is guaranteed by an officer of the Company.

Note 10 - Equity Transactions

Effective January 3, 2006, the Company commenced a stock offering, whereby it has issued an aggregate of 999,500 shares of its common stock for cash of \$999,500 as of December 31, 2007. Included in this, is an aggregate of 576,993 shares of its common stock for cash of \$576,993 issued during the fiscal year ended September 30, 2007.

On February 18, 2008, the Company commenced a private stock offering, whereby it authorized the issuance of 100,000 shares of its common stock for cash of \$50,000. The offering was closed as of March 31, 2008 and 50,000 shares of common stock were actually issued during the period presented in exchange for cash of \$25,000.

On February 20, 2008, the Company commenced a private stock offering, whereby it authorized the issuance of 50,000 shares of its common stock for cash of \$50,000. The offering was closed as of March 31, 2008 and 33,123 shares of common stock were actually issued during the period presented in exchange for cash of \$33,123.

On February 28, 2008, our Board of Directors approved the issuance of 139,562 shares at a price of \$1.00 per share in settlement of \$72,562 in Notes and Accrued Interest and \$67,000 in Accrued Expenses and Accounts Payable.

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ORGANIC SALES AND MARKETING, INC.
Notes to the Financial Statements
September 30, 2008 and 2007

Note 10 - Equity Transactions (Continued)

On April 11, 2008, the Company commenced a private stock offering, whereby it authorized the issuance of 820,000 shares of its common stock for cash of \$410,000. The offering was closed as of April 30, 2008. All 820,000 shares were issued.

On May 30, 2008, the Company extended a Conversion offer to nine bridge loan note holders who had loaned the Company funds during the 3rd Quarter of 2007. In exchange for their notes, the note holders were offered two shares of stock for each dollar of debt and accrued interest they were owed through June 30, 2008. Debt settlement expense associated with these transactions was \$685,421 for the twelve months ending September 30, 2008. Note holders were also offered one common stock warrant for each dollar of debt and accrued interest at an exercise price of \$2.00 per share and a two year exercise period. Warrant expense associated with these transactions was \$239,549 for the twelve months ending September 30, 2008.

Note 11 - Notes Payable- Related Parties

Notes payable-related parties consisted of the following at September 30, 2008:

	September 30, 2008	September 30, 2007
	-----	-----
Note payable with a director of the Company, interest at 6% per annum, payments of \$1,000 due monthly beginning April 1, 2007, matures March 2010, unsecured.	\$ 76,247	\$ 32,026
Note payable with a director of the Company, interest at 6% per annum, payments of \$1,020 due monthly beginning April 15, 2008, matures April, 2009, unsecured.	\$ 10,855	--
Note payable with a director of the Company, interest at 12% per annum. No monthly payments are required. All accrued interest and principal is paid at maturity, December 1, 2008	\$ 175,000	--
Note payable with a related individual, interest at 10% per annum, no current repayment requirements, due on demand, unsecured.	--	20,000
	-----	-----
Total Notes Payable - Related Parties	\$ 262,102	\$ 52,026
Less: Current Portion	(262,102)	(52,026)
	-----	-----
Long-Term Notes Payable - Related Parties	\$ --	\$ --
	=====	=====

Total accrued interest at September 30, 2008 and 2007 was \$26,411 and \$21,319, respectively.

The weighted average interest rate on short term obligations outstanding at September 30, 2008 and 2007 was 10% and 13%, respectively.

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ORGANIC SALES AND MARKETING, INC.
Notes to the Financial Statements
September 30, 2008 and 2007

Note 11 - Notes Payable- Related Parties (Continued)

Annual maturities of notes payable-related parties are as follows:

Years Ending September 30,	
2009	262,102
2010	--
2011	--
2012	--
2013	--
Thereafter	--

Note 12 - Notes Payable- Unrelated Parties

In June, July and August, 2007 promissory notes totaling \$157,000 were issued to nine note holders. Two types of promissory notes were issued carrying maturity dates of eight months and twelve months. Eight month promissory notes totaling \$62,000 were issued to five note holders. Twelve month promissory notes totaling \$95,000 were issued to four note holders. All promissory notes carry interest at 15% per annum. The eight month promissory note carries an 8 1/2% interest bonus at maturity and the twelve month promissory note carries a 2 1/2 % interest bonus at maturity. All accrued interest and principal is paid at maturity. Accrued interest payable at September 30, 2008 and 2007 was \$-0- and \$3,122, respectively.

On May 30, 2008, the Company extended a conversion offer to these nine note holders. In exchange for their notes, the note holders were offered two shares of stock for each dollar of debt and accrued interest they were owed. In addition, they were offered one common stock purchase warrant for each dollar of debt and accrued interest at an exercise price of \$2.00 per share and a two year exercise period. The total number of warrants granted was 184,120 which vested entirely upon grant. All nine note holders chose to convert prior to September 30, 2008. At the time of conversion, a total of \$184,120 of debt and accrued interest was converted in exchange for 368,238 shares of common stock.

Note 13 - Commitments and Contingencies

The Company leases facilities for its corporate offices at \$600 per month. The lease expired in fiscal 2007 and was then converted to a month-to-month basis. In addition, the company leased warehouse space at \$500 per month through January, 2008. Rental expense for fiscal 2008 and 2007 was \$6,800 and \$11,700, respectively. The Company also has a 60 month equipment lease on its office copier machine that costs \$240 per month and expires on 8/30/2011 and rents a small storage unit on a month to month basis for \$129 per month.

The future minimum annual lease commitments as of September 30, 2008 are as follows:

Years Ending September 30,	Amount
2009	3,854
2010	3,125
2011	2,860
2012	--
2013	--
Thereafter	--

	\$9,839
	=====

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ORGANIC SALES AND MARKETING, INC.
 Notes to the Financial Statements
 September 30, 2008 and 2007

Note 13 - Commitments and Contingencies (Continued)

The Company has radio station syndication agreements with commitments accounted for as operating leases. The radio station agreements range from three months to one year and the Company intends to renew them at the end of each term. The monthly cost of our radio shows is \$27,564 in a four week month and \$34,455 in a five week month.

On May 3, 2008, the Company entered into a ten year licensing agreement with Microbial Technologies Ltd. ("MTL") for the purposes of obtaining the right to use the proprietary formulations owned by MTL. The cost of the licensing agreement will be \$100,000 per year and a 5% royalty on net sales of any MTL product formulations sold, If the Company does not use MTL formulations, the licensing fee and royalties are not required to be paid. As of the year ended September 30, 2008 no royalties were paid and none were due. Royalties for the year ended September 30, 2009 are projected to be \$60,000.

The future minimum annual contractual obligations as of September 30, 2008 are as follows:

Years Ending September 30,	Amount
2009	239,611
2010	63,000
2011	--
2012	--
2013	--
Thereafter	--
	\$302,611

Note 14 - Concentration of Credit Risk

Major Customers

The Company had three customers who represented 10% or more of total sales for the year ended September 30, 2008.

	September 30, 2008	September 30, 2007
Customer A	33%	30%
Customer B	18%	24%
Customer C	10%	11%

As of September 30, 2008 approximately 92.9% of the Company's accounts receivable was due from these three customers. The loss of these customers, although not anticipated, could have a material impact on the Companies present and future operations.

Major Suppliers

The Company had three vendors who represented 10% or more of the total material purchases for the year ended September 30, 2008.

	September 30, 2008	September 30, 2007
Vendor A	40%	22%
Vendor B	15%	19%
Vendor C	14%	16%

Due to capabilities, pricing and geographic location, these vendors are considered sole source vendors by the Company. The loss of these sole source vendors could have a temporary impact on operations; however, alternate suppliers are readily available that the Company feels could quickly fill the void, should it ever need to.

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ORGANIC SALES AND MARKETING, INC.
Notes to the Financial Statements
September 30, 2008 and 2007

Note 15 - Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. The Company is poorly capitalized and has had recurring net operating losses, negative cash flows from operations and recurring negative working capital for the past several years and is still dependent upon financing to continue operations. These factors create "substantial doubt" that the Company can continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. It is management's plan to continue to implement their strategy of acquiring new customers and accepting reorders from existing customers. As the Company's revenues become more established, management expects to report net income, possibly within the next year. With the expansion of sales, management believes that the Company will eventually, possibly within the next year, generate positive cash flow from operations. In the interim, management believes that shortfalls in cash flow will be satisfied with funds raised from loans, lines of credit and private stock offerings that are in compliance with Security and Exchange Commission integration rules and regulations governing the same.

Note 16 - Subsequent Events

On October 3, 2008, the Company commenced a private stock offering, whereby it authorized the issuance of 1,400,000 Units consisting of one share of its common stock and one common stock purchase warrant for a total raise of \$350,000. The common stock purchase warrants are exercisable at \$1.00 per share and carry a five year exercise period. The offering was closed as of November 30, 2008. All 1,400,000 units were issued and \$350,000 in cash was received.

On October 7, 2008, the Company signed a six month consulting agreement with Nu Vision Holdings, LLC ("Nu Vision") of Great Neck, NY to aid the Company in investor relations work, act as a liaison between the Company and the investment community and assist the company in evaluating and retaining an appropriate financial public relations firm to work with the company. Nu Vision has also introduced the Company to a number of prospective investors. In lieu of cash, Nu Vision is to receive 450,000 shares of "restricted stock" for their services with 300,000 shares to be issued upon signing and 150,000 shares to be issued three months after signing.

Filename: e33907ex1-1.txt
Type: EX-1.1
Comment/Description: Certificate of Incorporation
(this header is not part of the document)

EXHIBIT 1.1

CERTIFICATE OF INCORPORATION
OF
GARDEN CONNECTIONS, INC.

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State of Delaware
Secretary of State
Division of Corporations
Delivered 06:39 PM 08/26/2003
FILED 04:13 PM 08/26/2003
SRV 030554894 - 3696163 FILE

CERTIFICATE OF INCORPORATION

FIRST: The name of this corporation shall be GARDEN CONNECTIONS, INC.

SECOND: Its registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle and its registered agent at such address is THE COMPANY CORPORATION

THIRD: The purpose or purposes of the corporation shall be:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

SIXTH: The Board of Directors shall have the power to adopt, amend or repeal the by-laws.

SEVENTH: No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law, (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

IN WITNESS WHEREOF, the undersigned, being the incorporator herein before named has executed signed and acknowledged this certificate of incorporation this 26th day of August, 2003.

s:/

Name: Denise L. Robinson
Incorporator

Filename: e33907ex2-2.txt
Type: EX-2.2
Comment/Description: Amendment of Cert. of
Incorporation
(this header is not part of the document)

EXHIBIT 2.2

AMENDMENT OF CERTIFICATE OF
INCORPORATION CHANGING NAME
FROM GARDEN CONNECTIONS, INC.
TO ORGANIC SALES AND MARKETING, INC.

<PAGE>

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:38 PM 04/20/2005
FILED 01:38 PM 04/20/2005
SRV 050319172 - 3696163 FILE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
GARDEN CONNECTIONS, INC.

Garden Connections, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: By unanimous written consent of the directors of Garden Connections, Inc., resolutions were duly adopted setting forth a proposed amendment to the Certification of Incorporation of said corporation, declaring said amendment to be advisable and seeking the approval and adoption of such amendment to the Certificate of Incorporation by Stockholders of the Corporation, pursuant to the Delaware General Corporation Law. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that Article First to the Certificate of Incorporation of the Corporation be deleted in its entirety and the following added in its place and stead:

"FIRST: The name of the Corporation is Organic Sales and Marketing, Inc."

SECOND: That thereafter, by consent of the Stockholders of said Corporation in lieu of meeting in accordance with Section 228 of the General Corporation Law of the State of Delaware, the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware and shall be effective upon the date and at the time of the filing of this Certificate of Amendment.

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IN WITNESS WHEREOF, said Garden Connections, Inc. has caused this Certificate to be signed by Samuel F. H. Jeffries, its President, and attested to by Len Colt, Director, this ____ day of April, 2005.

GARDEN CONNECTIONS, INC.

By: s:/

Samuel F. H. Jeffries, President

ATTEST:

s:/

Len Colt, Secretary

Filename: e33907ex2-3.txt
Type: EX-2.3
Comment/Description: Amended & Restated Bylaws
(this header is not part of the document)

EXHIBIT 2.3

AMENDED AND
RESTATED BY-LAWS

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AMENDED AND RESTATED
BYLAWS
OF
ORGANIC SALES & MARKETING, INC.

A Delaware Corporation

ARTICLE I
STOCKHOLDERS

Section 1.1. Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place, either within or without the State of Delaware, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority include the power to call such meetings, but such special meetings may not be called by any other person or persons.

Section 1.3. Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

Section 1.4. Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

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Section 1.5. Quorum. At each meeting of stockholders, except where otherwise provided by law or the Certificate of Incorporation or these Bylaws, the holders of a majority of the outstanding shares of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these Bylaws until a quorum shall attend. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of any corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his absence by the Vice Chairman of the Board, if any, or in his absence by the President, or in his absence by a Vice President, or in the absence of the foregoing persons, by a chairman designated by the Board of Directors, or in the absence of such designation, by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting; Proxies. Except as otherwise provided by the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the Corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors unless the Board of Directors, or holders of a majority of the outstanding shares of all classes of stock entitled to vote thereon present in person or by proxy at such meeting shall so determine. At all meetings of stockholders for the election of directors a plurality of the votes cast shall be sufficient to elect. All other elections and questions shall, unless otherwise provided by law or by the Certificate of Incorporation or these Bylaws, be decided by the vote of the holders of a majority of the outstanding shares of stock entitled to vote thereon present in person or by proxy at the meeting.

Section 1.8. Fixing Date for Determination of Stockholders of Record.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to

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receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not precede the date such record date is fixed and shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given. The record date for any other purpose other than stockholder action by written consent shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. Any stockholder of record seeking to have the stockholders authorize or take corporate action by written consent shall, by written notice to the Secretary, request the Board of Directors to fix a record date. The Board of Directors shall promptly, but in all events within ten (10) days after the date on which such a request is received, adopt a resolution fixing the record date. If no record date has been fixed by the Board of Directors within ten (10) days of the date on which such a request is received, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or any officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board of Directors adopts the resolution taking such prior action.

Section 1.9. List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing contained in this Section shall require the corporation to include electronic mail addresses or other electronic contact information on such list. Such list

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shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting during business hours, at the principal place of business of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 1.10. Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders. (1) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders (a) pursuant to the Corporation's notice of meeting delivered pursuant to these Bylaws, (b) by or at the direction of the Chairman of the Board or the Board of Directors or (c) by any stockholder of the Corporation who is entitled to vote at the meeting, who complied with the notice procedures set forth in Regulation 14A under the Securities and Exchange Act of 1934, as amended (the "Exchange Act") and who was a stockholder of record at the time such notice is delivered to the Secretary of the Corporation.

(B) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting pursuant to these Bylaws. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board of Directors or (2) by any stockholder of the Corporation who is entitled to vote at the meeting, who complies with the notice procedures set forth in this Bylaw and who is a stockholder of record at the time such notice is delivered to the Secretary of the Corporation. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder may nominate a person or persons (as the case may be), for election to such position(s) as are specified in the Corporation's Notice of Meeting, if the stockholder's notice as required by paragraph shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the ninetieth day prior to such special meeting and not later than the close of business on the later of the seventieth day prior to such special meeting or the tenth day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment of a special meeting commence a new time period for the giving of a stockholder's notice as described above.

(C) General. (1) Only persons who are nominated in accordance with the procedures set forth in this Bylaw shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Bylaw. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made in accordance with the

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procedures set forth in this Bylaw and, if any proposed nomination or business is not in compliance with this Bylaw, to declare that such defective proposal or nomination shall be disregarded.

(2) For purposes of this Bylaw, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

Section 1.11. Inspectors of Elections; Opening and Closing the Polls.

(A) The Board of Directors, in advance of any meeting, may, but need not, appoint one or more inspectors of election to act at the meeting or any adjournment thereof. If an inspector or inspectors are not appointed, the person presiding at the meeting may, but need not, appoint one or more Inspectors. In case any person who may be appointed as an Inspector fails to appear or act, the vacancy may be filled by appointment made by the directors in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, if any, before entering upon the discharge of his duties, shall take and design an oath faithfully to execute the duties of inspectors at such meeting with strict impartiality and according to best of his ability. The inspectors, if any, shall determine the number of shares of stock represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots, or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots, or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting, the inspector or inspectors, if any, shall make a report in writing of any challenge, question, or matter determined by him or them and execute a certificate of any fact found by him or them.

(B) The chairman of the meeting shall fix and announce at the meeting the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting.

Section 1.12. Action by Consent of Stockholders. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

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ARTICLE II

BOARD OF DIRECTORS

Section 2.1. Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors of the Corporation

Section 2.2. Number; Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by a resolution adopted by a majority of the Board of Directors. Directors need not be stockholders.

Section 2.3. Election; Resignation; Removal; Vacancies. (a) The Board of Directors shall initially consist of the persons elected as such by the incorporator, who shall determine the class, if any, to which each Director is elected.

(b) Subject to the rights of the holders of voting stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled only by a majority vote of the Directors then in office, though less than a quorum, and directors so chosen shall hold office for a term expiring at the annual meeting of stockholders. No decrease in the number of authorized directors constituting the entire Board of Directors shall shorten the term on any incumbent director.

(c) Subject to the rights of the holders of voting stock then outstanding, any director, or the entire Board of Directors may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least 80% of the voting power of all of the then outstanding shares of the voting stock, voting together as a single class.

(d) A resignation from the Board of Directors shall be deemed to take effect immediately upon its being received by any incumbent corporate officer other than an officer who is also the resigning director, unless some other time is specified therein.

Section 2.4. Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined notices thereof need not be given.

Section 2.5. Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Reasonable notice thereof shall be given by the person or persons calling the meeting, not later than the second day before the date of the special meeting.

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Section 2.6. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Bylaw shall constitute presence in person at such meeting.

Section 2.7. Quorum; Vote Required for Action. At all meetings of the Board of Directors a majority of the whole Board shall constitute a quorum for the transaction of business. Except in cases in which the Certificate of Incorporation or these Bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place.

Section 2.8. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his absence by the Vice Chairman of the Board, if any, or in his absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.9. Informal Action by Directors. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 2.10. Notwithstanding any other provisions of these Bylaws or any provision of law which might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of a particular class or series of the capital stock of the Corporation required by law, these Bylaws, the affirmative vote of the holders of at least 80% of the voting power of all of the then outstanding shares of the voting stock, voting together as a single class shall be required to alter, amend or repeal Section 2.3 of this Article II of these Bylaws.

ARTICLE III

COMMITTEES

Section 3.1. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee,

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who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in a place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it.

Section 3.2 Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules, each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these Bylaws.

ARTICLE IV

OFFICERS

Section 4.1. Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall choose a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding this election, and until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 4.2. Powers and Duties of Executive Officers. The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his duties.

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ARTICLE V

STOCK

Section 5.1. Certificates. Every holder of stock shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation, certifying the number of shares owned by him in the Corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 5.3 Uncertificated Shares. Subject to any conditions imposed by the General Corporation Law, the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of the stock of the Corporation shall be uncertificated shares. Within a reasonable time after the issuance or transfer of any uncertificated shares, the Corporation shall send to the registered owner thereof any written notice prescribed by the General Corporation Law.

Section 5.4 Fractional Share Interests. The Corporation may, but shall not be required to, issue fractions of a share. If the Corporation does not issue fractions of a share, it shall (1) arrange for the disposition of fractional interests by those entitled thereto, (2) pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions as determined, or (3) issue scrip or warrants in registered form (represented by a certificate) or bearer form (represented by a certificate) which shall entitle the holder to receive a full share upon the surrender of such scrip or warrants aggregating a full share. A certificate for a fractional share, but scrip or warrants shall not unless otherwise provided therein, shall entitle the holder to exercise voting rights, to receive dividends thereon, and to participate in any of the assets of the Corporation in the event of liquidation. The Board of Directors may cause scrip or warrants to be issued subject to the conditions that they shall become void if not exchanged for certificates representing the full shares before a specified date, or warrants which are exchangeable may be sold by the Corporation and the proceeds thereof distributed to the holders of scrip or warrants, or subject to any other conditions which the Board of Directors may impose.

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Section 5.5. Stock Transfers. Upon compliance with provisions restricting the transfer or registration of transfer of shares of stock, if any, transfers or registration of transfers of shares of stock of the Corporation shall be made only on the stock ledger of the Corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation or with a transfer agent or a registrar, if any, and in the case of shares represented by a certificate or certificates on surrender of the certificate or certificates for such shares of stock properly endorsed and the payment of all taxes due thereon.

ARTICLE VI

INDEMNIFICATION

Section 6.1 Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnitee") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnitee. Notwithstanding the preceding sentence, except as otherwise provided in Section 6.3, the Corporation shall be required to indemnify an Indemnitee in connection with a proceeding (or part thereof) commenced by such Indemnitee only if the commencement of such proceeding (or part thereof) by the Indemnitee was authorized by the Board of Directors of the Corporation.

Section 6.2 Prepayment of Expenses. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnitee in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Indemnitee to repay all amounts advanced if it should ultimately be determined that the Indemnitee is not entitled to be indemnified under this Article VI or otherwise.

Section 6.3. Claims. If a claim for indemnification or payment of expenses under this Article VI is not paid in full within sixty (60) days after a written claim therefor by the Indemnitee has been received by the Corporation, the Indemnitee may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the

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Corporation shall have the burden of proving that the Indemnitee is not entitled to the requested indemnification or payment of expenses under applicable law.

Section 6.4. Nonexclusivity of Rights. The rights conferred on any Indemnitee by this Article VI shall not be exclusive of any other rights which such Indemnitee may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.5. Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Indemnitee who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Indemnitee may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or nonprofit enterprise.

Section 6.6. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any Indemnitee in respect of any act or omission occurring prior to the time of such repeal or modification.

Section 6.7. Other Indemnification and Prepayment of Expenses. This Article VI shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Indemnitees when and as authorized by appropriate corporate action.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

Section 7.2. Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.3. Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any written waiver of notice, signed by the person entitled to notice or a waiver by electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice or any waiver by electronic transmission.

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Section 7.4. Interested Directors; Quorum. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (1) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

Section 7.5. Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on or by means of, or be in the form of any information storage device or method, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to any provision of this chapter..

Section 7.6. Amendment of Bylaws. These Bylaws may be altered or repealed, and new Bylaws made, by the Board of Directors, but the stockholders may make additional Bylaws and may alter and repeal any Bylaws whether adopted by them or otherwise.

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SECRETARY'S CERTIFICATE
OF
ADOPTION OF AMENDMENT TO BY-LAWS
OF
ORGANIC SALES AND MARKETING, INC.

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Organic Sales And Marketing, Inc a Delaware corporation.

2. That the foregoing Amended And Restated By-laws constitute the By-laws of said corporation as adopted by the Directors of said corporation at a duly called and held meeting of the Board of Directors on November 15, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ___ day of January, 2007.

Leonard B. Colt

Secretary

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Exhibit 3.2

Organic Sales and Marketing, Inc.

2008 STOCK OPTION AND PURCHASE PLAN

Adopted by the Board of Directors - February 28, 2008

Approved by the Stockholders - [May 7], 2008

1. PURPOSE. The purpose of this Plan is to provide incentives to attract, retain and motivate eligible directors, employees, consultants and advisers whose present and potential contributions are important to the success of Organic Sales and Marketing, Inc. (the "Company"), by offering them an opportunity to participate in the Company's future performance through the grant of awards ("Awards") in the form of Options, the sale of Shares or combinations thereof. Capitalized terms not defined in the text are defined in Section 22. This Plan is intended to be a written compensatory benefit plan within the meaning of Rule 701 promulgated under the Securities Act. The Plan is intended to comply with the American Jobs Creation Act of 2004 and Section 409A of the Code.

2. SHARES SUBJECT TO THE PLAN.

2.1 Number of Shares Available. Subject to Sections 2.2 and 17, the total number of Shares reserved and available for grant and issuance pursuant to this Plan will be one million three hundred fifty thousand (1,350,000) Shares of Common Stock. Subject to Sections 2.2 and 17, if any Award granted under the Plan terminates without having been exercised in full or if Common Stock received pursuant to the exercise or grant of an Award is repurchased by the Company or forfeited, the number of shares of Common Stock as to which such Award was not exercised, is repurchased or forfeited will again be available for grant and issuance in connection with future Awards under this Plan. At all times the Company will reserve and keep available a sufficient number of Shares as will be required to satisfy the requirements of all outstanding Options granted under this Plan. Shares of Common Stock to be issued upon exercise of the Options or Shares to be sold directly hereunder may be either authorized and unissued shares, treasury shares, or a combination thereof, as the Board shall determine.

2.2 Adjustment of Shares. In the event that the number of outstanding shares of the Company's Common Stock is changed by a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company without consideration, or any other distribution of stock to holders of Common Stock, then (a) the number of Shares reserved for issuance under this Plan, (b) the Exercise Prices of and number of Shares subject to outstanding Options and (c) any other provision of outstanding Awards affected by such change, may be proportionately adjusted and/or amended, to the extent the Committee will determine, in good faith, is necessary and appropriate, subject to any required action by the Board or the shareholders of the Company and compliance with applicable securities laws;

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provided, however, that fractions of a Share will not be issued but will either be paid in cash at the Fair Market Value of such fraction of a Share or will be rounded down to the nearest whole Share, as determined by the Committee.

3. ELIGIBILITY. ISOs (as defined in Section 5 below) may be granted only to employees (including officers and directors who are also employees) of the Company or of subsidiaries or the parent of the Company. Shares or Nonqualified Stock Options (as defined in Section 5 below) may be granted to employees, officers, directors, consultants and advisers of the Company or of subsidiaries or the parent of the Company; provided such consultant or adviser renders bona fide services not in connection with the offer and sale of securities in a capital-raising transaction. A person may be granted more than one Award under this Plan.

4. ADMINISTRATION.

4.1 Committee Authority. This Plan will be administered by the Committee or the Board acting as the Committee; provided, that the administration of this Plan with respect to employees subject to the limitation of Section 162(m) of the Code will be managed by a subcommittee of the Committee which will satisfy the requirements of Section 162(m) of the Code. Subject to the general purposes, terms and conditions of this Plan, and to the direction of the Board (whose authority is paramount), the Committee will have full power to implement and carry out this Plan. Without limitation, the Committee will have the authority to:

(a) construe and interpret this Plan, any Stock Option Agreement (as defined in Section 5 below), any Stock Purchase Agreement (as defined in Section 6 below) and any other agreement or document executed pursuant to this Plan;

(b) prescribe, amend and rescind rules and regulations relating to this Plan;

(c) select persons to receive Awards;

(d) determine the form and terms of Options, Stock Option Agreements and Stock Purchase Agreements;

(e) determine the number of Shares or other consideration subject to Awards;

(f) determine whether Awards will be granted singly, in combination with, in tandem with, in replacement of, or as alternatives to, any other incentive or compensation plan of the Company;

(g) grant waivers of Plan or Award conditions;

(h) determine the vesting and exercisability of Awards and the Company's rights of first refusal or repurchase with respect to Shares;

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(i) correct any defect, supply any omission, or reconcile any inconsistency in this Plan, any Option, any Stock Option Agreement or any Stock Purchase Agreement;

(j) determine whether an Award has been earned or vested;

(k) at any time prior to or in connection with any Termination, provide for a longer post-termination exercise or survival period with respect to any Award (not to exceed three (3) years) or modify any such forfeiture provision or other restrictions with respect to any Award;

(l) make all other determinations necessary or advisable for the administration of this Plan;

(m) amend the Plan in any respect the Committee deems necessary or advisable, including, without limitation, relating to ISOs and certain nonqualified deferred compensation under Section 409A of the Code and/or to bring the Plan or Options granted under the Plan into compliance therewith, subject to the limitations, if any, of applicable law; and

(n) without the affected Participant's consent, amend the terms of any Option if necessary to maintain the qualified status of the Option as an ISO or to bring the Option into compliance with Section 409A of the Code and the related guidance thereunder.

4.2 Committee Discretion. Any determination made by the Committee with respect to any Award will be final and binding on the Company and on all persons having an interest in any Award under this Plan.

4.3 Participation Outside of the United States. The Committee will have the authority to amend the Plan and/or the terms or conditions relating to an Award to the extent necessary to permit participation in the Plan by employees and non-employees who are located outside of the United States on terms and conditions comparable to those afforded to Participants located within the United States; provided, any such action taken with respect to an employee who is subject to the limitations under Section 162(m) of the Code will be taken in compliance with Section 162(m) of the Code.

5. OPTIONS. The Committee may grant Options to eligible persons and will determine whether such Options will be Incentive Stock Options within the meaning of the Code ("ISOs") or Nonqualified Stock Options, the number of Shares subject to the Option, the Exercise Price of the Option, the period during which the Option may be exercised, and all other terms and conditions of the Option, subject to the following:

5.1 Form of Option Grant. Each Option granted under this Plan will be evidenced by an agreement which will expressly identify the Option as an ISO or a Nonqualified Stock Option ("Stock Option Agreement"), and will be in such form and contain such provisions (which need not be the same for each Participant) as the

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Committee may from time to time approve, and which will comply with and be subject to the terms and conditions of this Plan.

5.2 Date of Grant. The date of grant of an Option will be the date on which the Committee makes the determination to grant such Option, unless otherwise specified by the Committee. The Stock Option Agreement and a copy of this Plan will be delivered to the Participant within a reasonable time after the granting of the Option.

5.3 Exercise Period. Options may be exercisable immediately or may vest and be exercisable within the times or upon the events determined by the Committee as set forth in the Stock Option Agreement governing such Option; provided that: (i) no Option will be exercisable after the expiration of ten (10) years from the date the Option is granted; (ii) no ISO granted to an employee who, at the time of grant, owns directly or is deemed to own by reason of the attribution rules set forth in Section 424(d) of the Code, more than ten percent (10%) of the total combined voting power of all classes of stock of the Company ("Ten Percent Shareholder") will be exercisable after the expiration of five (5) years from the date the ISO is granted; and (iii) Nonqualified Stock Options granted to employees or director with an Exercise Price less than 100% of the Fair Market Value of the Shares on the date of grant ("Discounted Options") will be subject to the further restrictions set forth in Section 5.8. The Committee also may provide from time to time, periodically or otherwise, for the vesting and exercisability of Options to accelerate with respect to such number of Shares or percentage of Shares as the Committee determines.

5.4 Exercise Price. The Exercise Price of an Option will be determined by the Committee when the Option is granted; provided that (i) the Exercise Price of an ISO will not be less than 100% of the Fair Market Value of the Shares on the date of grant and (ii) the Exercise Price of any ISO granted to a Ten Percent Shareholder will not be less than 110% of the Fair Market Value of the Shares on the date of grant. Payment for the Shares purchased must be made in accordance with Section 7 of this Plan. In no case may the Exercise Price of an Option be less than the par value per share of the Common Stock.

5.5 Method of Exercise. Options will be exercised by delivery to the Company of a written exercise notice or exercise agreement, in a form approved by the Committee (which need not be the same for each Participant), or in such other manner as is specified in the Stock Option Agreement, together with payment in full of the Exercise Price, and any applicable taxes, for the number of Shares being purchased.

5.6 Termination. Subject to earlier termination pursuant to Sections 17 or 20 and, with respect to Discounted Options, the further restrictions set forth in Section 5.8, and except as otherwise determined by the Committee and set forth in the Stock Option Agreement, the following provisions will apply to Options upon the Termination of a Participant's employment, service, contractual, consulting, advisory or other similar relationship with the Company or any Subsidiary:

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(a) Death or Disability. If a Participant dies while an employee of the Company or a Subsidiary, all vested Options then held by such Participant will remain vested and fully exercisable until their Expiration Date and all unvested Options then held by such Participant may, at the discretion of the Committee, become vested and fully exercisable up to the amount of the total number of shares subject to the Option (the "Total Option Shares"), or such lesser amount as the Committee may determine, in each case by the person or persons to whom the Participant's rights under the Options pass by will or the applicable laws of descent and distribution. If a Participant becomes subject to any Disability while an employee of the Company or a Subsidiary, all vested Options then held by the Participant will remain vested and fully exercisable until the earlier of nine (9) months following the Participant's Termination Date or their Expiration Date, and all unvested Options then held by such Participant may, at the discretion of the Committee, become vested and fully exercisable until the earlier of nine (9) months following the Participant's Termination Date or their Expiration Date, up to the amount of the Total Option Shares, or such lesser amount as the Committee may determine. All unvested Options then held by such Participant which are not accelerated by the Committee will expire on the Participant's Termination Date.

(b) Retirement. If a Participant retires (with the approval of the Committee or the Board) from employment with the Company or a Subsidiary, all unvested Options then held by such Participant will expire on the Participant's Termination Date and all vested Options then held by the Participant will remain vested and fully exercisable and will expire (i) in the case of a Nonqualified Stock Option, on the date determined by the Committee at the time(s) of the grant(s) of such Options, but no later than the Expiration Date and (ii) in the case of an ISO, on the date determined by the Committee at the time(s) of the grant(s) of such Options, but no later than the earlier of (x) the Expiration Date and (y) the date that is three (3) months after the Participant's Termination Date.

(c) Other Termination of Employment. Unless otherwise determined by the Committee, if the Participant's Termination is for reasons other than death, Disability, retirement (with the approval of the Committee or the Board), resignation or discharge for Cause, all unvested Options then held by such Participant will expire on the Participant's Termination Date and all vested Options then held by the Participant will remain vested and fully exercisable and will expire on the earlier of the Expiration Date and the date that is three (3) months after the date of such Termination. If a Participant's Termination is the result of resignation or discharge for Cause, all Options then held by such Participant, whether vested or unvested, will expire immediately upon such termination.

5.7 Limitations on ISOs. The aggregate Fair Market Value (determined as of the date of grant) of Shares with respect to which ISOs become exercisable for the first time by a Participant during any calendar year (under this Plan or under any other incentive stock option plan of the Company) will not exceed \$100,000. If the Fair Market Value of Shares on the date of grant with respect to which ISOs become exercisable for the first time by a Participant during any calendar year exceeds \$100,000, then the

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Options for the first \$100,000 worth of Shares to become exercisable in such calendar year will be ISOs and the Options for the amount in excess of \$100,000 that become exercisable in that calendar year will be Nonqualified Stock Options. In the event that the Code or the regulations promulgated thereunder are amended after the Effective Date (as defined in Section 18 below) to provide for a different limit on the Fair Market Value of Shares permitted to be subject to ISOs, then such different limit will be automatically incorporated herein and will apply to any Options granted after the effective date of such amendment.

5.8 Limitations on Discounted Options. Discounted Options will, except and to the extent that such Options otherwise comply with Section 409A of the Code, be subject to the following additional restrictions:

(a) Discounted Options must be exercised with respect to vested Shares by March 15th of the calendar year immediately following the calendar year in which such vested Shares become exercisable for the first time and, to the extent not exercised, will terminate on such date with respect to such vested Shares; and

(b) upon the death or Disability of a Participant holding unvested Discounted Options, such unvested Discounted Options shall become fully vested and exercisable only to the extent expressly set forth in the Stock Option Agreement.

5.9 Modification, Extension or Renewal. The Committee may modify, extend or renew outstanding Options and authorize the grant of new Options in substitution therefor, provided that any such action may not, without the written consent of a Participant, impair any of such Participant's rights under any Option previously granted. Any outstanding ISO that is modified, extended, renewed or otherwise altered will be treated in accordance with Section 424(h) of the Code. Any Discounted Option that is modified, extended, renewed or otherwise altered will be treated in accordance with Section 409A of the Code. The Committee may reduce the Exercise Price of outstanding Options without the consent of Participants affected by a written notice to them; provided, however, that the Exercise Price may not be reduced below the minimum Exercise Price that would be permitted under Section 5.4 of this Plan for Options granted on the date the action is taken to reduce the Exercise Price.

5.10 No Disqualification. Notwithstanding any other provision in this Plan, no term of this Plan will be interpreted, amended or altered, nor will any discretion or authority granted under this Plan be exercised, so as to disqualify this Plan under Section 409A or 422 of the Code or, without the consent of the Participant affected, to disqualify any ISO under Section 422 of the Code.

6. SALE OF SHARES. The Committee will have the power and authority to sell Shares to any Participant at any time prior to the termination of this Plan in such quantity, at such price, on such terms and subject to such conditions that are consistent with this Plan and established by the Committee. Common Stock sold under this Plan will be

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subject to such terms and evidenced by agreements as will be determined from time to time by the Committee. Each sale of Shares under this Plan will be evidenced by an Agreement ("Stock Purchase Agreement") which will be in such form and contain such provisions (which need not be the same for each Participant) as the Committee may from time to time approve, and which will comply with and be subject to the terms and conditions of this Plan.

7. PAYMENT FOR SHARE PURCHASES.

7.1 Payment. Payment for Shares purchased pursuant to this Plan may be made in cash (by check) or, where expressly approved for the Participant by the Committee and where permitted by law:

(a) by cancellation of indebtedness of the Company to the Participant;

(b) by surrender of shares of the same class of stock as that then subject to the Award, which shares have been held by the Participant for at least six (6) months, delivered in lieu of cash concurrently with such exercise (such shares to be valued on the basis of the Fair Market Value of the stock, on the day preceding the date of exercise, as determined in a manner specified in the Stock Option Agreement), and provided the Company is not prohibited from purchasing or acquiring such stock;

(c) by waiver of compensation due or accrued to the Participant for services rendered;

(d) by foregoing the receipt of that number of Shares subject to the Option then exercised, the Fair Market Value of which is, at that time, equal to the aggregate Exercise Price of the Option then exercised;

(e) by delivery of the Participant's personal full recourse note bearing interest payable not less than annually at not less than one hundred percent (100%) of the applicable Federal rate, as defined in the Code, with the other terms of such promissory note to be determined by the Committee;

(f) provided that a public market for the Company's stock exists:

(1) through a "same day sale" commitment from the Participant and a broker-dealer that is a member of the National Association of Securities Dealers (an "NASD Dealer") whereby the Participant irrevocably elects to exercise the Option and to sell a portion of the Shares so purchased to pay for the Exercise Price, and whereby the NASD Dealer irrevocably commits upon receipt of such Shares to forward the Exercise Price directly to the Company; or

(2) through a "margin" commitment from the Participant and an NASD Dealer whereby the Participant irrevocably elects to exercise the Option and to pledge the Shares so purchased to the NASD Dealer in a margin account as

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security for a loan from the NASD Dealer in the amount of the Exercise Price, and whereby the NASD Dealer irrevocably commits upon receipt of such Shares to forward the Exercise Price directly to the Company; or

(g) by any combination of the foregoing.

7.2 Loans and Loan Guarantees. The Committee may help the Participant pay for Shares purchased under this Plan by, to the extent permitted by applicable law, (i) making loans available to such Participant on such terms and with such security, if any, as is determined by the Committee, and (ii) guaranteeing a third-party loan to the Participant.

8. TAX WITHHOLDING.

8.1 Withholding Generally. Whenever Shares are to be issued in connection with Awards granted under this Plan, the Company may require the Participant to remit to the Company, or withhold from the Participant's cash compensation, if any, an amount sufficient to satisfy federal, state and local withholding tax requirements prior to the delivery of any certificate or certificates for such Shares. Whenever, under this Plan, payments in satisfaction of Awards are to be made in cash, such payment will be net of an amount sufficient to satisfy federal, state, and local withholding tax requirements.

8.2 Stock Withholding. When, under applicable tax laws, a Participant incurs tax liability in connection with the exercise or vesting of any Award that is subject to tax withholding and the Participant is obligated to pay the Company the amount required to be withheld, the Committee may in its sole discretion allow the Participant to satisfy the minimum withholding tax obligation by electing to have the Company withhold from the Shares to be issued that number of Shares having a Fair Market Value equal to the minimum amount required to be withheld, determined on the date that the amount of tax to be withheld is to be determined. All elections by a Participant to have Shares withheld for this purpose will be made in accordance with the requirements established by the Committee and be in writing in a form acceptable to the Committee.

9. PRIVILEGES OF STOCK OWNERSHIP. No Participant will have any of the rights of a shareholder with respect to any Shares until the Shares are issued to the Participant, and then, only for so long as such Shares are held by such Participant.

10. TRANSFERABILITY. Options granted under this Plan, and any interest therein, will not be transferable or assignable by a Participant, and may not be encumbered or made subject to execution, attachment or similar process, otherwise than by will or by the laws of descent and distribution. During the lifetime of the Participant an Option will be exercisable only by the Participant, and any elections with respect to an Option, may be made only by the Participant.

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11. RESTRICTIONS ON SHARES. At the discretion of the Committee, the Company may reserve to itself, its assignee(s) and/or certain shareholders of the Company in any Stock Option Agreement or Stock Purchase Agreement any and all such restrictions and limitations on Shares, and conditions of forfeiture, as the Committee will determine, including, without limitation: (a) a right of first refusal to purchase within a specified time all Shares that a Participant (or a subsequent transferee) may propose to transfer to a third party and/or (b) a right to repurchase Shares held by a Participant following such Participant's Termination, for any reason, within the time specified in the Stock Option Agreement or Stock Purchase Agreement after Participant's Termination Date (or in the case of securities issued upon exercise of an Option after the Participant's Termination Date, within the time specified in the Stock Option Agreement or Stock Purchase Agreement after the date of such exercise) for cash and/or such other consideration as is agreed to by the Committee and the Participant, at (i) with respect to Shares proposed to be transferred to a third party, the price proposed to be paid by a third party and (ii) with respect to Shares purchased upon a Termination, upon the terms set forth in the pertinent Stock Option Agreement or Stock Purchase Agreement.

12. CERTIFICATES. All certificates for Shares or other securities delivered under this Plan will be subject to such stock transfer orders, legends and other restrictions as the Committee may deem necessary or advisable, including restrictions under any applicable federal, state or foreign securities law, or any rules, regulations and other requirements of the SEC or any stock exchange or automated quotation system upon which the Shares may be listed or quoted.

13. ESCROW; PLEDGE OF SHARES. To enforce any restrictions on a Participant's Shares, the Committee may require the Participant to deposit all certificates representing Shares, together with stock powers or other instruments of transfer approved by the Committee, appropriately endorsed in blank, with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated, and the Committee may cause a legend or legends referencing such restrictions to be placed on the certificates. Any Participant who is permitted to execute a promissory note as partial or full consideration for the purchase of Shares under this Plan, in the discretion of the Committee, may be required to pledge and deposit with the Company all or part of the Shares so purchased as collateral to secure the payment of Participant's obligation to the Company under the promissory note; provided, however, that the Committee may require or accept other or additional forms of collateral to secure the payment of such obligation and, in any event, the Company will have full recourse against the Participant under the promissory note notwithstanding any pledge of the Participant's Shares or other collateral. In connection with any pledge of the Shares, at the request of the Committee, the Participant may be required to execute and deliver a written pledge agreement in such form as the Committee will from time to time approve. The Shares purchased with the promissory note may be released from the pledge on a pro rata basis as the promissory note is paid.

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14. EXCHANGE AND BUYOUT OF OPTIONS. The Committee may, at any time or from time to time, authorize the Company, with the consent of the respective Participants, to issue new Options in exchange for the surrender and cancellation of any or all outstanding Options. The Committee may at any time buy from a Participant an Option previously granted with payment in cash, shares of Common Stock of the Company (including restricted stock) or other consideration, based on such terms and conditions as the Committee and the Participant may agree.

15. COMPLIANCE WITH APPLICABLE LAW AND AGREEMENTS. An Award will not be effective, and the Company will not be obligated to issue or deliver certificates for Shares under this Plan, or to remove restrictions from Shares previously delivered unless such Award is in compliance with all applicable federal and state securities laws, rules and regulations of any governmental body, and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed or quoted, as they are in effect on the date of grant of the Award and also on the date of exercise or other issuance. Notwithstanding any other provision in this Plan, the Company will have no obligation to issue or deliver certificates for Shares under this Plan, or to remove restrictions from Shares previously delivered, prior to (a) all conditions of the Stock Option Agreement or Stock Purchase Agreement having been met or fulfilled to the satisfaction of the Committee, and (b) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable, and/or (c) compliance with any exemption, completion of any registration or other qualification of such Shares under any state or federal law or ruling of any governmental body that the Company determines to be necessary or advisable. The Company will be under no obligation to register the Shares with the SEC or to effect compliance with the exemption, registration, qualification or listing requirements of any state securities laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so. In the case of officers and other persons subject to Section 16(b) of the Securities Exchange Act of 1934, as amended, the Committee may at any time impose any limitations upon the exercise of an Award which, in the Committee's discretion, are necessary or desirable in order to comply with Section 16(b) and the rules and regulations thereunder.

16. NO OBLIGATION TO EMPLOY. Nothing in this Plan or any Award under this Plan will confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or limit in any way the right of the Company to terminate Participant's employment or other relationship at any time, with or without cause.

17. CORPORATE TRANSACTIONS.

17.1 Liquidation; Dissolution. In the event of a proposed liquidation or dissolution of the Company, the Committee may, upon written notice to the Participants, provide that all of the then unexercised Options will (a) become exercisable in full as of a specified time prior to the effective date of such liquidation or dissolution, and (b) terminate

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effective upon such liquidation or dissolution, except to the extent exercised before such effective date. The Committee may specify the effect of a liquidation or dissolution on any Award in the Stock Option Agreement or Stock Purchase Agreement as applicable.

17.2 Consolidation. If the Company is to be consolidated with or acquired by another entity in a merger, sale of all or substantially all of the Company's assets, sale of a majority of the voting power of the stock of the Company then outstanding, or otherwise (an "Acquisition"), the Committee may, except as the Board may otherwise determine, as to outstanding Options, either (a) make appropriate provisions for the continuation of all such Options (or substitution of equivalent options of the acquiring or surviving corporation), with appropriate adjustments, on an equitable basis, to the number and kind of shares and prices for such Options; (b) upon written notice to the Participants, provide that all Options must be exercised, to the extent then exercisable, within a specified number of days of the date of such notice, at the end of which period the Options will terminate; or (c) terminate all Options in exchange for a cash payment (or payment in such other form of consideration to be received by the holders of Common Stock in such merger) equal to the excess of the Fair Market Value of the Shares subject to such Options (to the extent then exercisable or, at the discretion of the Committee, all Options being made fully exercisable for purposes of this subsection) over the Exercise Price thereof.

17.3 Assumption of Options by the Company. The Company, from time to time, also may substitute or assume outstanding options granted by another company, whether in connection with an acquisition of such other company or otherwise, by either (a) granting an Option under this Plan in substitution of such other company's option, or (b) assuming such option as if it had been granted under this Plan if the terms of such assumed option could be applied to an Option granted under this Plan. Such substitution or assumption will be permissible if the holder of the substituted or assumed option would have been eligible to be granted an Option under this Plan if the other company had applied the rules of this Plan to such grant. In the event the Company assumes an option granted by another company, the terms and conditions of such option will remain unchanged (except that the Exercise Price and the number and nature of shares issuable upon exercise of any such option will be adjusted appropriately pursuant to Section 424(a) of the Code). In the event the Company elects to grant a new Option rather than assuming an existing option, such new Option may be granted with a similarly adjusted Exercise Price.

18. ADOPTION AND SHAREHOLDER APPROVAL. This Plan will become effective on the date that it is adopted by the Board (the "Effective Date"). This Plan will be approved by the shareholders of the Company (excluding Shares issued pursuant to this Plan), consistent with applicable laws, within twelve (12) months before or after the Effective Date. Upon the Effective Date, the Board may grant Options pursuant to this Plan; provided, however, that no Option may be exercised prior to shareholder approval of this Plan.

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19. TERM OF PLAN/GOVERNING LAW. No Options will be granted or Shares sold under the Plan after the completion of ten (10) years from the earlier of (a) the Effective Date or (b) the date the Plan was approved by the Company's shareholders, but Options previously granted may extend beyond that date. This Plan and all agreements hereunder will be governed by and construed in accordance with the laws of the State of Delaware.

20. AMENDMENT OR TERMINATION OF PLAN. Subject to Section 5.9, the Board may at any time terminate, suspend or amend this Plan in any respect, including without limitation amendment of any form of Stock Option Agreement, Stock Purchase Agreement or other instrument to be executed pursuant to this Plan; provided, however, that the Board will not, without the approval of the shareholders of the Company, amend this Plan in any manner that requires such shareholder approval pursuant to the Code or the regulations promulgated thereunder as such provisions apply to ISO plans.

21. NONEXCLUSIVITY OF THE PLAN.

21.1 Other Stock-Based Awards under the Plan. The Board will have the right to grant other stock-based awards under this Plan, based upon the Common Stock or other capital stock of the Company, having such terms and conditions as the Board may determine, including, the grant of shares based upon certain conditions and the grant of securities convertible into Common Stock.

21.2 Additional Arrangements. Neither the adoption of this Plan by the Board, the submission of this Plan to the shareholders of the Company for approval, nor any provision of this Plan will be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including, without limitation, the granting of stock options or any other equity awards outside of this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

22. DEFINITIONS. As used in this Plan, the following terms will have the following meanings:

"Board" means the Board of Directors of the Company.

"Cause" means Termination because of (i) any willful material violation by the Participant of any law or regulation applicable to the business of the Company, the Participant's conviction for or guilty plea to, a felony or a crime involving moral turpitude or any willful perpetration by the Participant of a common law fraud, (ii) the Participant's commission of an act of personal dishonesty which involves a personal profit in connection with the Company or any other entity having a business relationship with the Company, (iii) any material breach by the Participant of any material provision of any agreement or understanding between the Company and the Participant regarding the terms

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of the Participant's service as an employee, director or consultant to the Company, including without limitation, the willful and continued failure or refusal of the Participant to perform the material duties required of such Participant as an employee, director or consultant of the Company, other than as a result of having a Disability, or a breach of any applicable invention assignment and confidentiality agreement or similar agreement between the Company and the Participant, (iv) Participant's intentional disregard of the policies of the Company so as to cause loss, damage or injury to the property, reputation or employees of the Company, (v) determination by the Board that the employee has failed to properly discharge duties reasonably requested of him or her or (vi) any other misconduct by the Participant which is materially injurious to the financial condition or business reputation of, or is otherwise materially injurious to, the Company. Prior to any final determination under subparagraph (v), the Board will give employee thirty (30) days written notice of the exact reasons the Board has made an initial determination that the employee has failed to properly discharge duties reasonably requested of him or her and give the employee an opportunity to correct and respond to such reasons; provided, however, that the Board will not be required to give such notice and opportunity if the Board's determination is based upon the employee's failure to sales, financial or other quotas previously set for the employee by the Board.

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

"Committee" means the committee appointed by the Board to administer this Plan, or if no committee is appointed, the Board.

"Common Stock" means the Common Stock, \$.0001 par value, of the Company.

"Company" means Organic Sales and Marketing, Inc. or any successor corporation.

"Disability" means a disability as defined in Section 22(e)(3) of the Code.

"Exercise Price" means the price at which a holder of an Option may purchase the Shares issuable upon exercise of the Option.

"Fair Market Value" means, as of any date, the value of a share of the Company's Common Stock determined as follows:

(a) if such Common Stock is then quoted on the NASDAQ National Market, its closing price on the NASDAQ National Market on the date of determination as reported in The Wall Street Journal (or, if such publication is no longer published, another similar such publication or source chosen by the Committee);

(b) if such Common Stock is publicly traded and is then listed on a national securities exchange, its closing price on the date of determination on the

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principal national securities exchange on which the Common Stock is listed or admitted to trading as reported in The Wall Street Journal (or, if such publication is no longer published, another similar such publication or source chosen by the Committee);

(c) if such Common Stock is publicly traded but is not quoted on the NASDAQ National Market nor listed or admitted to trading on a national securities exchange, the average of the closing bid and asked prices on the date of determination as reported by The Wall Street Journal (or, if such publication is no longer published, another similar such publication or source chosen by the Committee); or

(d) if none of the foregoing is applicable, by the Committee in good faith and in accordance with Section 409A(b)(5)(iv) of the Code.

"Option" means an award of an option to purchase Shares pursuant to Section 5.

"Participant" means a person who receives an Option under this Plan.

"Plan" means this Organic Sales and Marketing, Inc. 2008 Stock Option and Purchase Plan, as amended from time to time.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Shares" means shares of the Company's Common Stock reserved for issuance under this Plan, as adjusted pursuant to Sections 2 and 17, and any successor security.

"Subsidiary" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

"Termination" or "Terminated" means, for purposes of this Plan with respect to a Participant, that the Participant has for any reason ceased to provide services as an employee, officer, director, consultant or advisor to the Company or a Subsidiary, as the case may be. In the case of (a) sick leave, (b) military leave, or (c) any other leave of absence approved by the Committee, the Committee may make such provisions respecting suspension of vesting or expiration of the Option as it may deem appropriate, except that in no event may an Option be exercised after the expiration of the term set forth in the Stock Option Agreement. The Committee will have sole discretion to determine whether a Participant has ceased to provide services and the effective date on which the Participant ceased to provide services (the "Termination Date").

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23. STOCKHOLDERS AGREEMENT. As a condition to receiving Shares, if requested by the Company, Participants shall execute any stockholders agreement with respect to the Company in effect at the time of exercise of any Option or purchase of Shares.

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Exhibit 3.3

EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement") is made and effective as of May 3, 2008 (the "Effective Date") by and between Microbial Technologies Limited, a company registered in the United Kingdom with an address of 4 Sovereign Way, Dock Road, Birkenhead, Merseyside ("Licensor"), and Organic Sales and Marketing, Inc., a Delaware corporation with an address of 114 Broadway, Raynham, Massachusetts 02767 ("Licensee").

WHEREAS, Licensor is the owner of certain proprietary technology as more fully described on Exhibit A (the "Licensed Technology");

WHEREAS, Licensor and Licensee wish to enter into this Agreement to grant to Licensee to make, have made, distribute, market and sell products based on, derived from or incorporating the Licensed Technology in the field of organic based and/or natural cleaning products as more fully described on Exhibit A (the "Covered Products");

NOW THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License
 - 1.1 License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive license to make, have made, distribute, market and sell Covered Products in the Territory.
 - 1.2 Restrictions. Except as expressly provided in this Agreement, Licensee will not: (a) transfer, sell, license, sublicense, distribute or commercially exploit the Licensed Technology or (b) modify, reproduce, create derivative or collective works from, or in any way otherwise exploit the Licensed Technology, in whole or in part.
 - 1.3 Licensor's Retained Right to Market and Sell. Licensor reserves the right, without obligation or liability to Licensee for payment of compensation or otherwise, to market Covered Products. .
 - 1.4 Licensee Marketing Efforts. Licensee will use its commercially reasonable to develop and sell Covered Products throughout the term of this Agreement.
 - 1.5 Licensor Assistance. In consideration of Licensee's payment of the Annual Fee (as defined in Section 2.1 below), Licensor will provide Licensee with the following assistance in marketing and selling Covered Products:

DUTIES OF MICROBIAL TECHNOLOGIES LIMITED:

MICROBIAL TECHNOLOGIES LIMITED during the continuance of the Agreement hereby agrees with the LICENSEE that it will at all times during the continuance in force of this agreement, observe and perform the terms and conditions set out in this Agreement and in particular MICROBIAL TECHNOLOGIES LIMITED agrees:

1.5.1 To Safeguard the LICENSEE'S Rights:

To safeguard the rights hereby granted to the LICENSEE in particular to prevent :

MT will also assist in the proper labeling of product(s) in conformity with US and State and local laws.

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1.5.2 To Assist Sales in the Territory:

Shall by personal agreement take such steps as necessary or expedient to promote or assist the sale of the Products in the Territory. To notify the LICENSEE of any person, firm, company or other body in the Territory who appear to be a potential purchaser of the Products as agreed between the parties.

1.5.3 MICROBIAL TECHNOLOGIES LIMITED undertakes to the LICENSEE that it will attempt at all times keep sufficient stock of the product on hand to satisfy two (2) month's forward sales cover. In addition, MICROBIAL TECHNOLOGIES LIMITED warrants to the LICENSEE that it shall generally maintain a sufficient supply of stock levels or the Product adequate to allow the LICENSEE to achieve forecast sales. Technical assistance for registrations regarding any types of certifications (e.g. Green Seal, EPA, "me too" registrations, Environmental Choice, or others that may apply).

2. Fees and Reporting

2.1 Fees. Subject to the terms of this Agreement, Licensee will compensate Licensor license fees, as allowed by the laws of FINRA and the state of Delaware, equal to:

(a) one hundred thousand dollars (\$100,000) per year (the "Annual Fee") to be dispersed as follows: 1st Qtr \$15,000.00, 2nd Qtr \$15,000.00, 3rd Qtr \$30,000.00, 4th Qtr \$40,000.00.

(b) five percent (5%) royalty on net sales of any MT product formulations sold. The Royalty Fee will be paid as follows: Quarterly, on all paid invoices._____. Fees will be paid in cash and will become due and payable in the month following the calendar quarter in which Licensee collects the revenues on which such Fees accrue.

(c) at such time as Licensee has collected total revenue from sales of Covered Products in excess of 5 million dollars (\$_5,000,000.00), Licensee will grant to Licensor a non-qualified stock option agreement in the form attached as Exhibit B, which will (a) have an exercise price equal to _____ percent (___%) of the fair market value as warranted by law and duly voted by OSM, Inc. Board of Directors, of Licensee's Common Stock on the date of grant and (b) vest and become exercisable over a four year period at the rate of 25% of the shares on the first anniversary of the date of grant and thereafter at the rate of 25% on the last day of each successive one year period, in each instance only if this Agreement remains in effect on such date.

(d) Licensee will grant Licensor two hundred fifty thousand (250,000) in stock options at an exercise price of one (1.00) dollar per share to become exercisable over a four year period at the rate of 25% of the shares on the first anniversary of the date of grant and thereafter at the rate of 25% on the last day of each

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successive one year period, in each instance only if this Agreement remains in effect on such date.

2.2 Reporting. Licensee will provide Licensor with a highly confidential quarterly report on or before the thirtieth (30th) day after the end of each calendar quarter setting forth in reasonable detail the sales of Covered Products during such quarter, including customer name, volume and sales price by product number, and all other information necessary for Licensor to calculate the Fees that have accrued for such quarter, accompanied by payment in full of all such Fees. All reports shall be returned to licensee upon termination of this agreement.

2.3 Audit Rights. Licensor or Licensor's designated agent will have the right, upon reasonable prior notice, to audit Licensee's relevant books and records at Licensee's principal place of business during normal working hours to verify Licensee's compliance with the provisions of this Agreement.

3. Term and Termination

3.1. Initial Term. This Agreement will commence on the Effective Date and continue until May 3, 2018, unless earlier terminated in accordance with this Agreement (the "Term").

3.2 Termination for Breach. Either party will have the right to terminate this Agreement in the event that the other party has materially breached this Agreement; provided, however, that no such termination will be effective unless (i) the terminating party provides written notice to the other party setting forth the facts and circumstances constituting the breach, and (ii) the party alleged to be in breach does not cure such breach within ten (10) business days following receipt of such notice. If a breach, other than a breach for failure to make any payment due, is curable, but such cure cannot be reasonably made within ten (10) business days following receipt of such notice, the terminating party will not be entitled to terminate the Agreement, if the party allegedly in breach, within such ten (10) day period, presents a schedule to cure the breach, commences curing such breach and thereafter diligently execute the same to completion in accordance with the schedule.

3.3 Post Termination Obligations.

(a) Upon termination of this Agreement: (i) all fees due from Licensee as of the date of termination will immediately be paid in full; (ii) Licensee will destroy advertising or promotional materials, if any, containing any reference to Licensor or the Licensed Technology; and (iii) except as set forth in Section 3.4(b) below, Licensee will cease any use of the Licensed Technology.

(b) Notwithstanding any other provision of this Agreement, following the termination of this Agreement, Licensee will be permitted to sell any Covered Products then in its inventory and to fulfill the terms of customer agreements entered into prior to the effective date of such termination.

4. Warranty; Disclaimers and Limitations of Warranties and Liability; Indemnification,

4.1 Warranty. Licensor warrants that the Licensed Technology will not infringe the patent, copyright, trade secret or other intellectual property right of any third party. In case of a breach of the warranty set forth in this Section 4.1, Licensor will, as its sole obligation to Licensee (other than the indemnification obligations set forth in Section 4.5): (a) procure for Licensee the right

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Exclusive License Agreement - Page 4

to continue to use the affected Licensed Technology or (c) if Licensor is unable to do either of the foregoing on a commercially reasonable basis, terminate the License with respect to the affected Licensed Technology.

4.2 Disclaimer of Warranties.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) THE LICENSED TECHNOLOGY IS PROVIDED AS IS AND AS AVAILABLE AND (B) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ANY AND ALL WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LICENSED TECHNOLOGY.

4.3 Exclusion of Liability.

EXCEPT FOR EACH PARTY'S OBLIGATIONS PURSUANT TO THE INDEMNIFICATION PROVISIONS SET FORTH IN SECTION 4.5 TO REIMBURSE THE OTHER PARTY FOR THIRD PARTY CLAIMS FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY INCLUDING NEGLIGENCE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.4 Limitation of Liability.

EXCEPT WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THE INDEMNIFICATION PROVISIONS SET FORTH IN SECTION 4.5, EACH PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES ACTUALLY PAID TO LICENSOR UNDER THIS AGREEMENT.

4.5 Indemnification Obligations.

Each party will indemnify, defend and hold the other party and its stockholders, directors, employees and agents harmless from and against all damages and expenses of any kind (including reasonable attorneys' fees) ("Damages") incurred for third party claims arising out of or in connection with (a) infringement by the indemnifying party of third party intellectual property rights, except in each case to the extent that any such damages arise out of any action by any indemnified party or (b) the indemnifying party's breach of this Agreement or negligent or unlawful act in its performance of this Agreement.

5. Intellectual Property

5.1 Ownership. Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title and interest in all intellectual property with respect to the Licensed Technology. Licensee understands and agrees that its use of or access to any of the Licensed Technology in connection with this Agreement will not create in it any right, title or interest, in or to such property, and that all such use or access and goodwill associated with any such use or access will inure to the benefit of and be on behalf of Licensor.

5.2 Prosecution of Infringement. Licensor will have the initial right, under its own control and at its own expense, and will use commercially reasonable efforts, to prosecute any third party infringement of the Licensed Technology. Each party will inform the other in writing promptly upon becoming aware of any alleged infringement of the Licensed Technology, setting forth in

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reasonable detail the nature of such alleged infringement and any evidence of such alleged infringement. If within sixty (60) days after having been notified or becoming aware of any alleged infringement, Licensor has failed to commence prosecution of such infringement, Licensee will have the right, under its own control and at its own expense, to prosecute such infringement, and Licensee may, for such purposes, use the name of Licensor as party plaintiff. Each party agrees to provide such reasonable assistance requested by the other party in any action under this Section 5.2. Any recovery of damages by a party prosecuting any such infringement will be applied first in satisfaction of any unreimbursed expenses and legal fees of such party relating to such prosecution, and next toward reimbursement of the other party for any legal fees and unreimbursed expenses relating to such prosecution. The balance remaining from any such recovery will be divided equally between Licensee and Licensor.

6. Confidentiality.

Each party understands and acknowledges that any proprietary or confidential data or information, oral or written, relating to the other party's research, development or business activities which is disclosed or otherwise made available by the other party (collectively, "Confidential Information") represent valuable confidential information entitled to protection as trade secrets.

Each party will, with respect to the other party's Confidential Information:

- (a) Keep confidential, not disclose and protect from unauthorized disclosure by its employees and agents
- (b) Secure and protect all copies of such Confidential Information in its possession in a manner consistent with the steps taken to protect its own trade secrets and Confidential Information, but not less than a reasonable degree of care;
- (c) Limit access to such Confidential Information to its employees who require such access in connection with this Agreement and take appropriate steps to assure such employees comply with its obligations hereunder.; and
- (d) Not use such Confidential Information except for the purposes expressly set forth in this Agreement.

7. Miscellaneous

- 7.1 Injunctive Relief. Licensee acknowledges and agrees that an impending or existing violation of Sections 1.2 or 6 of this Agreement would cause irreparable harm to Licensor, for which there is no adequate remedy at law, and that Licensor will be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any and all other remedies and rights available at law or equity.
- 7.2 Mutual Representations and Warranties. Each Party represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the necessary power and authority to enter into and perform its obligations under this Agreement, (b) this Agreement has been duly authorized, executed and delivered by it and (c) its execution and delivery of this Agreement, and the performance of its obligations hereunder, will not conflict with or result in a violation, breach or default of any other agreement to which it is a party or by which it is bound.
- 7.3 Independent Contractor. Licensor and Licensee are and will remain independent contractors. The Agreement does not constitute a partnership. Neither party is a franchisee, agent or legal representative of the other for any purpose, and neither party has the authority to act for, bind or make commitments on behalf of the other.

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Exclusive License Agreement - Page 6

- 7.4 No Assignment. Neither party may sell, transfer, assign, or subcontract its rights or obligations under this Agreement without the express written consent of the other party.
- 7.5 Amendments. No amendment, modification, or waiver of any provision of this Agreement will be effective unless set forth in a writing executed by each party. No failure or delay by any party in exercising any right or remedy hereunder will operate as a waiver of any such right or remedy.
- 7.6 Force Majeure. Neither party will be liable nor deemed to be in breach of its obligations hereunder for any delay or failure in performance under this Agreement or other interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, act of war, accidents, electronic, computer or communications failures, natural disasters or catastrophes, strikes, or other work stoppages or any other cause beyond the reasonable control of the party affected thereby.
- 7.7 Notices. Any notice to be given under this Agreement will be in writing, will be deemed given upon receipt, and will be delivered in person, by registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery service with proof of delivery, and addressed as follows:
- To Licensor: [Name]
 Microbial Technologies Limited
 4 Sovereign Way, Dock Road
 Birkenhead, Merseyside
- To Licensee: Samuel F. H. Jeffries
 President
 Organic Sales and Marketing, Inc.
 114 Broadway
 Raynham, Massachusetts 02767
- 7.8 Governing Law; Dispute Forum. This Agreement will be governed by and construed in accordance with the laws of the American Arbitration Association, will. have exclusive jurisdiction of any dispute arising under this Agreement. The parties specifically agree that the body of law known as the United Nations Convention on the International Sale of Goods shall be inapplicable to this Agreement.
- 7.9 Entire Agreement; Severability. This Agreement, together with the schedules, amendments, and other attachments, contains a full and complete expression of the rights and obligations of the parties and supersedes any and all other previous agreements, written or oral, made by the parties concerning its subject matter. If any provision of this Agreement is held by a court or arbitration panel of competent jurisdiction to be unlawful, the remaining provisions of this Agreement will remain in full force and effect to the extent that the parties' intent can be lawfully enforced.
- 7.10 Headings. The headings herein have been included solely for reference and are to have no force or effect in interpreting the provisions of the Agreement.
- 7.11 Survival. Sections 3.4, 4, 5 and 6 will survive any termination of this Agreement.

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Exclusive License Agreement - Page 7

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement under seal as of and effective the date first written above:

Microbial Technologies Limited

Organic Sales and Marketing, Inc.

By: /S/ _____

By: /S/ _____

Name: Anthony Davis

Name: Samuel Jeffries

Title: Managing Director

Title: President

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EXHIBIT A: LICENSED TECHNOLOGY/COVERED PRODUCTS

MICROBIAL TECHNOLOGIES

CLEANING RANGE

List of Products currently available:

1. All Purpose Cleaner
2. Bathroom cleaner (and limescale remover) for baths and showers
3. Kitchen and Hob Cleaner
4. Glass Cleaner
5. Air freshener (Odour Control)
6. Washing Up Liquid
7. Toilet cleaner (for toilet bowls, sanitises and clears iron and limescale)
8. Laundry liquid
9. Laundry Powder
10. Fabric Conditioner
11. Stain Remover
12. Pre-Laundry Stain Remover
13. All Purpose Wipes
14. Disposal tablets
15. Biological Urinal cleaners
16. Biological Urinal blocks

In development:

1. 2-in-1 Laundry and Fabric Conditioner
2. Super Gentle Fabric Conditioner
3. Super Gentle Laundry Liquid
4. Baby Wipes
5. Stainless Steel Cleaner

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EXHIBIT B: FORM OF NON-QUALIFIED STOCK OPTION

2.1 c

Stock Options against total MT product formulations' annual sales

Targeted Sales	Options
5 Million	25,000
10 Million	35,000

After 10 million we will re-negotiate.

Filename: e33907ex10-16.txt
Type: EX-10.16
Comment/Description: Consulting Agreement with
NuVision Holdings
(this header is not part of the document)

EXHIBIT 10.16

CONSULTING AGREEMENT
DATED OCTOBER 7, 2008
WITH NUVISION HOLDINGS, LLC

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CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") dated as of the 7th day of October, 2008 by and between Nu Vision Holdings LLC ("Consultant") and Organic Sales And Marketing, Inc., a Delaware corporation (the "Company").

WHEREAS, the Company, sells and markets a wide variety of organic products primarily in the lawn and garden industry and other types of products with organic origin.

WHEREAS, Consultant is an LLC duly formed under the laws of the State of New York.

WHEREAS, Consultant has been performing services for the Company for more than one year prior to the date of this Agreement without compensation.

WHEREAS, the Company desires to obtain Consultant's business and financial consulting services in connection with the Company's affairs, and Consultant is willing to undertake to provide such services as hereinafter fully set forth:

WHEREAS, the Company and Consultant desire to enter into this Agreement to reflect the services, obligations, rights and responsibilities of the parties in connection with the operation of the Company and its dealings with the investment community.

NOW THEREFORE, the Company and Consultant agree as follows:

1. Services: Consultant shall provide to the Company consulting services in connection with the Company's business as more particularly described below:

a) Aid the Company in identifying and retaining an appropriate investor relations firm to work with the Company. This would include meeting with, interviewing via phone or in person and assessing the merits of all potential candidates. Consultant will field all calls received by current shareholders or potential shareholders until such a firm is retained. Consultant will educate and update individuals and institutions regarding the Company and current events impacting the Company.

b) Act as a liaison between the Company and the investment community (Wall Street). Introduce the company to Market Makers, Brokerage Firms and Registered Representatives.

c) Aid the Company in identifying and retaining an appropriate public relations firm to work with the Company. This would include meeting with, interviewing via telephone or in person and assessing the merits of all potential candidates. Consultant will aid the Company in preparing press releases until a firm is retained. All releases will be submitted to counsel by the Company for approval prior to release.

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d) Aid the Company in assessing its capital requirements. Advise as to the financing options available and the market perception of such options as they pertain to the Company. Advise to the timing and potential source of any such financing.

e) Identify and review potential business opportunities. This would include the review of opportunities identified by the Company.

f) Advise the Company regarding the hiring of key personnel. This would include interviewing potential candidates and aiding the company in the creation of the appropriate compensation packages.

g) Offer general business advice to the Company regarding business strategies, posturing, review and negotiation of contracts etc.

2. Provision of Service by Consultant's Affiliates: Consultant may cause certain of the Services to be provided by "Affiliates" (as hereinafter defined). That the Services may be provided by Affiliates and their personnel shall not increase the "Service Fee" (as hereinafter defined) and Consultant shall remain liable for the performance of its Services by its Affiliates as if Consultant performed such Services directly. "Affiliate" shall mean as to any person or entity, any other person or entity that directly or indirectly controls, or is under common control with, or is controlled by, such person or entity.

3. Service Fee: Consultant shall receive payment for the Services, rendered by it during the term hereof in the form of a maximum of 450,000 shares (the "Shares") of restricted stock. The Shares shall be restricted but Consultant may register said Shares on any appropriate filing form at Consultant's expense at any time, pursuant to the Securities Act of 1933, as amended. At the Company's discretion, Consultant may register said Shares when and if the Company files a future registration statement. Consultant shall not be obligated in any way or under any circumstances to advance funds for the costs or expenses of the Company's operations or obligations. Out of pocket costs exceeding one hundred dollars, including travel expenses, incurred by consultant on the Company's behalf shall be reimbursed by the Company provided consultant obtains the prior consent of the Company.

Consultant's compensation shall be payable as follows:

a) For the Company's fiscal year ended September 30, 2009, Consultant shall receive 300,000 shares of the Company's common stock on commencement date.

b) For the Company's fiscal year ended September 30, 2009, Consultant shall receive 150,000 shares of the Company's common stock on January 1, 2009.

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c) The Company agrees not to take any action to dilute the Consultant's ownership interest in the Company represented by the shares to be paid to it hereunder unless the other current shareholders and/or officers are similarly diluted. However, stock, stock options, and/or warrants may be allocated if earned to any individual or entity and this provision shall not be applicable to such securities.

4. Standard of Care: Consultant shall provide the Services during the term of this Agreement in a diligent, professional manner. Consultant shall make available to the Company the full benefit of its judgment, experience and advice. It shall be the responsibility of both parties to make certain not to engage in conduct violative of Federal or state securities laws. Nothing herein shall be construed to require the Consultant to work exclusively for the Company or to perform its services for the Company on a full time basis. The Company acknowledges and is aware that the Consultant has, or may have, various other clients and/or consulting arrangements with such clients. Consultant agrees that it will not, during the term of this agreement, perform consulting services for any entity which directly competes with the Company.

5. Personnel: Consultant shall employ personnel of Consultant or its Affiliates as may be necessary in order for Consultant to perform the Services. Such employment, if applicable, shall be at the expense of Consultant.

6. Term: a) Although Consultant has been performing some services prior to this Agreement the Company engages the services of the Consultant and the Consultant accepts such engagement upon the terms and conditions herein set forth for a term commencing as of October 7, 2008 and terminating on April 7, 2009 ("Termination Date").

b) Unless otherwise mutually agreed upon in writing, any continuance of Consultant's services after the Termination Date of this Agreement shall constitute an engagement at will and may be terminated at any time by either party upon the delivery of written notice thereof to the other party. Any such continuing services by the Consultant shall be upon the terms and conditions as set forth herein except as to the service fee and the payment thereof which will have to be mutually agreed upon between the parties.

7. Indemnity: a) The Company shall indemnify and hold Consultant free and harmless from any liability, loss, cost, expense, damage, or injury that Consultant may suffer as a result of its performance or failure of performance or any of the Company's obligations under this Agreement.

b) Consultant shall indemnify and hold the Company free and harmless from any liability, loss, cost, expense, damage, or injury that the Company may suffer as a result of

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the performance or failure of performance of any of Consultant's obligations under this Agreement.

8. Confidentiality: Consultant acknowledges and agrees that this Agreement creates a confidential relationship between Consultant and the Company during the term of this Agreement and further agrees as follows:

a) Confidential Information shall mean: any information, materials, agreements and documents regarding the business and operations of the Company, including but not limited to financial statements and supporting data, business plans, forecasts and projections, and information concerning concepts, current and proposed products and product lines, advertising, promotion, customers, suppliers, licenses, affiliates, distributors, contractors, employees and management, which may be provided, in writing or orally, by the Company to the Consultant in the course of the discussions or dealings between the parties. The term "Confidential Information," however, does not include information (i) which is generally available to the public through no wrongful act of the Consultant receiving Confidential Information, (ii) which is already lawfully in the possession' of the Consultant and not subject to an existing agreement of confidentiality between the parties or (iii) which is received from a third party without restriction and without breach of this Agreement.

b) Consultant recognizes and acknowledges that in the course of the discussions and negotiations relating to this Agreement, it may have obtained or may obtain Confidential Information pertaining to the Company. Consultant recognizes that such information is unavailable to the others and that the disclosure thereof to persons not authorized by the Company to receive such information would seriously and adversely affect the business and operations of the Company. Consultant therefore, covenants and agrees: (i) to keep the Confidential Information of the Company strictly confidential and secret and to hold all such information now possessed or hereafter obtained by it in a fiduciary capacity solely for the benefit of the Company; (ii) to not use any Confidential Information for any purpose except for the purpose of evaluating the Company or for dissuasions with the Company regarding the Company, and not for the purpose of any competitive advantage; (iii) not to disclose to others any such Confidential Information except as provided herein; and (iv) to use its best efforts and exercise utmost diligence to protect and safeguard the confidentiality and secrecy of all such Confidential Information.

c) (i) Dissemination of the Confidential Information by the Consultant shall be limited to those employees and other representative or agents of the Consultant whose duties justify their need to know such information, and where the circumstances are such that such dissemination would not violate securities law.

(ii) In the event that the Consultant is required or becomes legally compelled to disclose any of the Confidential Information of the Company or that discussions or negotiations are taking place between the parties, the Consultant agrees that it will furnish only that portion of such Confidential Information and other information which it is

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legally required to disclose, and shall use its best efforts to obligate any person or entity to whom or which such Confidential Information is furnished to maintain the confidentiality thereof.

(iii) Promptly upon any request by the Company, the Consultant shall return to the Company all written material furnished to the Consultant by or on behalf of the Company pursuant hereto including, without limitation all financial statements, memoranda, notes, records and/or any other documents whatsoever, and the Consultant will not retain any copies, extracts or other reproduction of same, in whole or in part. All documents, notes, memoranda and other writings whatsoever prepared by or for the Company based on the Confidential Information shall be destroyed and the Consultant will certify in writing to the Company that such destruction has occurred.

d) In the event of a breach by the Consultant of any of the obligations herein contained the Consultant acknowledges that the Company will not have adequate remedy at law and shall be entitled to seek equitable and injunctive relief to restrain violation of the provisions herein. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to it from such breach, including the recovery of damages.

9. Miscellaneous:

a) No Waivers. No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

b) No Assignment. Neither party to this Agreement may assign its rights or obligations hereunder without the written consent of the other party hereto.

c) Amendments. Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provisions to this Agreement shall be made in writing, signed by the parties hereto, and shall be effective only in the specific instance and for the specific purpose of which made or given.

d.) Notices. All notices, demands, statements and communications required or desired to be made hereunder shall be in writing and shall be hand delivered or sent by responsible overnight carrier or registered or certified mail, return receipt requested, if intended for the Company, addressed to the Company at:

Organic Sales and Marketing, Inc.
114 Broadway
Raynham, MA 02767
Attention: Samuel F. H. Jeffries

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and if intended for Consultant, addressed to Consultant:

Nu Vision Holdings LLC
1010 Northern Boulevard
Great Neck, N.Y. 11021

The date of the giving of any such notice shall be the date of its receipt by its recipient.

e) Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and do not define, limit or prescribe the scope or intent of this Agreement or any part thereof.

f) Governing Law. This Agreement shall be governed, and construed in accordance with, the laws of the State of Massachusetts except that body of law relating to choice of law.

g) Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

h) Entire Agreement. This Agreement integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and proper writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement and any such agreement, document or instrument, the terms, conditions and provisions of this Agreement shall prevail.

10. Relationship: The relationship between the Company and the Consultant created by the Agreement is that of independent contractor and nothing herein shall be construed as creating a relationship of employer or employee or principal or agent between the parties. Consultant agrees that it shall neither act nor make any representation that it is authorized to act as an agent or officer of the Company.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Nu Vision Holdings LLC

By: /s/ John M. Kevorkian, Partner

By: /s/ Steven V. Kevorkian, Partner

Organic Sales and Marketing, Inc.

By: /s/ Samuel F. H. Jeffries, CEO

Filename: e33907ex10-17.txt
Type: EX-10.17
Comment/Description: Representation Agreement
with EC Desmond
(this header is not part of the document)

EXHIBIT 10.17

REPRESENTATION AGREEMENT
WITH EC DESMOND
SALES AND MARKETING

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REPRESENTATION AGREEMENT

REPRESENTATIVE: E C Desmond Sales and Marketing
20 Silverbrooke Circle
Howell, NJ 07731

COMPANY: Organic Sales and Marketing
114 Broadway
Raynham, MA 02767

TERRITORY: See attached account list

PRODUCTS: all retail products offered by Company as shown on price list attached

DATE OF AGREEMENT: October 1, 2007

Initial of Representative's
Officer
/s/

Initial of Company's
Officer
/s/

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REPRESENTATION AGREEMENT

The Company hereby engages the Representative commencing with the date of this Agreement as its exclusive sales representative in the Territory under the following terms and conditions:

1. The Representative shall diligently promote the sale of the Company's products and act as the Company's sales Representative for mass marketing accounts doing business in the Territory.
2. The Representative will serve as an independent contractor and shall be responsible for and shall pay all applicable social security, withholding and other employment taxes, workman's compensation insurance and otherwise comply with all applicable laws concerning the employment by it of its employees used in the performance of services for the Company. The Representative will bear all expenses incurred in the course of the performance of its duties under this Agreement except those which the Company agrees in advance to pay.
3. The Representative will inform customers of the Company's terms, prices and credit policies and will assist the Company in the collection of delinquent accounts in the territory if, when and where necessary. The Representative will make no representations, warranties or commitments purporting to be binding on the Company or which vary the Company's established policies and practices without the prior written consent of the Company.
4. The Company shall pay to the Representative as compensation for its services under this Agreement a commission of five percent (5%) of the net payments made for product sold by the Company in the Territory. Commissions shall be paid by the fifteenth (15th) day of each month for payments made in the previous calendar month.
5. The Company shall provide to the Representative, without charge, all necessary supplies, samples, promotional materials, advertisements and such other items as the Company deems necessary or desirable for the promotion of its business.
6. The Company hereby agrees to indemnify and hold harmless the Representative against any and all losses, legal fees and reasonable expenses arising from claims for infringement of any patent rights by products offered by the Company and for property damage or personal injury arising from products manufactured or sold by the Company. The Company shall list the Representative as an additional named insured on its product liability insurance policy and provide to the Representative a certificate of such insurance.
7. This Agreement shall have an initial term of one (1) years and shall then be automatically extended from year to year unless thirty (30) days before the end of the term either party gives written notice of termination to the other. Either party may terminate this Agreement at any time for failure of the other party to adequately perform its duties and obligations. The party wishing to terminate the Agreement shall provide written notice to the other party stating the reason for termination. If the other party has not cured the problems set forth in the notice within ninety (90) days after receipt of such notice, then the party that sent the notice may, by further written notice, terminate this Agreement. Upon termination, commissions for sales made before termination will be paid in accordance with the provisions of Section 4, above.
8. This Agreement shall be governed and interpreted in accordance with the law of the State of Massachusetts and constitutes the entire understanding between the parties.

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9. Any notice pursuant to this Agreement shall be sent to the address set forth for the parties on the first page. Any notice of under Section 7 shall be sent by certified mail, return receipt requested or by recognized national delivery service.

IN WITNESS WHEREOF, the parties have executed this Sales Representation Agreement on the 6th day of November, 2007.

: Organic Sales and Marketing, Inc.

By: /s/ Samuel F. H. Jeffries

E C Desmond Sales and Marketing

By: /s/ Elizabeth Cerenov

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E. C. Desmond Sales and Marketing
Account List

- o WakefernShop-Rite
- o The Great Atlantic & Pacific Tea Company
- o Pathmark Supermarkets
- o Krasdale
- o Key Foods
- o General Trading
- o Restaurant Depot/Jetro
- o White Rose
- o Kings
- o -Foodtown
- o HaddonHouse
- o King Kullen
- o Redners Market
- o Bed Bath and Beyond

Filename: e33907ex10-18.txt
Type: EX-10.18
Comment/Description: Brokerage Agreement with
C.A. Fortune
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EXHIBIT 10.18

BROKERAGE AGREEMENT
WITH C.A. FORTUNE
SPECIALTY FOODS, INC.

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BROKERAGE AGREEMENT

THIS AGREEMENT by and between, OSM, Inc.. with its principal office at 114 Broadway, Raynham, MA 02767 (hereinafter called the Principal), and C.A. Fortune Specialty Foods, Inc. with its principal office at 141 Covington Drive, Bloomingdale, in the state of Illinois 60108 (hereinafter called the Broker), WITNESSETH THAT, for and in consideration of the mutual agreements herein contained, the parties hereto have agreed as follows:

- 1) The Principal appoints the Broker, effective August 6, 2008 as its exclusive "specialty grocery" agent with the Distributors as noted in Attachment A.
- 2) The Broker agrees to use its best efforts to sell and promote the Principal's products to all specialty grocery accounts listed in Attachment A, at prices, discounts and terms set forth by Principal. All new Specialty Grocery customers to Principal, including customers noted in Attachment A, will need prior approval from Principal before presenting Principals products.
- 3) Products to be sold are all items designated by Principal.
- 4) PRINCIPAL agrees to pay the BROKER a commission of 5% for all earned sales. PRINCIPAL agrees to pay BROKER on all earned commissions by the 28th day of each month for all applicable invoices dated in the previous month. PRINCIPAL will prepare and forward a Broker Commission Summary Statement at the time of submitting `commission payment recapping all invoices paid for that period as well as any credit and/or deductions which may apply. Marketing Funds (slotting funds, placement funds, free goods, ad funds or food show costs) will not be deducted against Brokers net sales. Principal may deduct from Broker's commissionable dollar total, for any credits issued to customers for return, refused shipments, damaged, aged or spoiled stock. See Attachment A for split commissions.
- 5) The Broker shall not be held responsible for unauthorized deductions or charge backs for which the Principal or Broker has not approved. The Broker will use its best effort to assist in repayment of unauthorized deductions or charge backs
- 6) In the event the Principal or Broker wishes to terminate this Agreement, written notice shall be given by either party with 30 days notice prior to the termination date via email, fax or registered mail.
- 7) In the event written notice is not received, as noted in bullet (7), the Broker shall continue to receive commissions on all orders placed and shipped until written notice is received.
- 8) At the termination of this agreement, Principal agrees to pay all commissionable dollars, for 30 days, earned and due to Broker within the same parameters stated in number 4) of this agreement.

WITNESS OUR HANDS this 6th day of August 2008

Broker:

Organic Sales and Marketing, Inc.

By: /s/ Donna A. Rzeszutko

By: /s/ Samuel F. H. Jeffries

President

President

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Attachment A (Specialty Accounts):

The Principal (OSM, Inc.) appoints the Broker (C.A. Fortune Specialty Foods, Inc.) effective (August 6, 2008), as its exclusive selling agent in the following Marketing Areas for Distributors listed:

Illinois & All Kehe Marketing Areas

**Except where current Principle (OSM, Inc.) represented Brokers exist in the Northeast; which then CAF would receive 20% commission for HQ call & broker in that market will receive 80% for Retail call.

Alber & Leff Foods Company - Pittsburgh, PA

Amac Arnold (formerly Robert Arnold & Assoc) - Clinton Twp., MI

Carmella Foods Dist, Inc. - Fraser, MI

Design Pac - Northlake, IL

DPI Midwest - Arlington Heights, IL

European Imports - Chicago, IL

General Merchandising Services - Bellefontaine, OH

Greco & Sons, Inc. - Carol Stream, IL

Jerry Wolkenheim Company - Skokie, IL

Ken Young Food Distributors - Blue Island, IL Leo

A. Dick & Sons - Canton, OH

Lipari Foods, Inc. - Warren, MI

Lomar Distributing - Des Moines, IA

Peters Imports, Inc. - Grandville, MI

Prinsen Distributing Company - Plymouth, MN

R. Hirt Jr. Company - Detroit, MI

Roundy's, Inc. - Oconomowoc, WI

Royal Foods, Inc. - Minneapolis, MN

Serv-U-Success - Grandville, MI

Soderholm Wholesale Foods - Sun Prairie, WI

Tree of Life - Milwaukee, WI

Tree of Life MW - Bloomington, IN

Trudeau Distributing - Burnsville, MN

Valu Merchandisers Company - Memphis, TN

Filename: e33907ex10-19.txt
Type: EX-10.19
Comment/Description: WHYN Radio Contract
(this header is not part of the document)

EXHIBIT 10.19

WHYN RADIO (SPRINGFIELD, MA) CONTRACT

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Content Provider Agreement

This agreement is entered into as of March 21, 2008 by and between Clear Channel Broadcasting, Inc (hereinafter referred to as WHYN AM Network), and OSM, Inc. aka Garden Guys.

The terms of this agreement will commence on April 13, 2008 and will continue until April 12, 2009. Garden Guys and WHYN AM Network will have the right to terminate this agreement by giving not less than ninety (90) days written notice of such termination.

WHYN AM Network and Garden Guys agree to the following:

1. OSM, Inc will produce and host a 2 hour weekend program (Garden Guys) every Saturday 7a-9a on WHYN AM Network. The hour will be formatted within the standard Clear Channel LIM clock beginning after the top-of-the-hour news abd including regular commercial breaks.
2. WHYN AM Network will receive feed via WAN from Bill Trifiro, Producer of Garden Guys no later than the Thursday preceding the airing of the show each Saturday morning.
3. WHYN AM Network will promote the Garden Guys program with a minimum of 780 promotional announcements for the contracted dates. A minimum of 15x :30 second commercials per week for 52 weeks.
4. Garden Guys representatives can serve as WHYN AM Network experts on (IE Gardening, gardening products, organic products) stories if called upon.
5. Garden Guys will not offer sponsorships to current or potential WHYN AM advertisers without gaining prior consent from WHYN AM Network. WHYN AM Network will not advertise brand named fertilizers, cleaners, insecticides or any organic product during the Garden Guys Broadcast.
6. WHYN AM Network will retain six (6) 30-second commercial units per hour. Broker will retain twelve (12) 30-second commercial units per hour, or twelve hundred forty eight (1248) 30-second commercials annually. Units may be used either during the show, or in the event that there is not enough inventory to cover Garden Guy's needs, WHYN AM agrees to cover that inventory during the week.

This serves as an agreement between OSM, Inc., aka Garden Guys and WHYN AM Network.

OSM, Inc agrees to purchase Saturday mornings for 7a-9a at \$700 net, for 52 weeks at \$36,400 net for one year. The commitment is as follows:

OSM, Inc. will purchase 52 weeks of programming on WHYN AM Network with a fee of \$700 net for programming every Saturday 7a 9a. The total investment for 52 weeks being \$36,400, with payments received on the 1g of every month with that month's investment on WHYN AM Network. Payments must be sent to:

Clear Channel Broadcasting
1331 Main Street
Springfield, Ma.
01103

Net Investment \$36,400

Agreed to and approved: /s/ Sean Davey 3/21/08

Sean Davey, MM Clear Channel Radio, Date
Springfield, MA

Agreed to and approved: /s/ Samuel F. H. Jeffries 3/21/08

Samuel F.H. Jeffries, President, OSM, Inc. Date

Filename: e33907ex10-20.txt
Type: EX-10.20
Comment/Description: WBAE Radio Contract
(this header is not part of the document)

EXHIBIT 10.20

WBAE RADIO (PORTLAND, ME) CONTRACT

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THE GARDEN GUYS 1400 / 1490 THE BAY BROADCAST AGREEMENT

RADIO STATION AGREEMENT

- 1-Saga Communications of New England, LLC, D/B/A WBAE, 1490 AM and WVAE, 1400 AM/Portland Radio Group will air the Garden Guys ("GG") radio program Sunday mornings Sam-10am for a 52 week period.
- 2-The broadcasts shall be exactly 108 minutes and begin exactly at 8:06 am - 9:00 am. Resume 9:06 -10:00 am
- 3-The "GG" program will be delivered via ISDN which will be covered by the Administrative Fee listed below.
- 4- Any changes to the signal delivery, costs will be covered by "GG."
- 5- The Garden Guys hereby indemnifies and holds Saga Communications of New England, LLC harmless, from and against any and all claims, damages, liabilities, costs, and expenses arising out of the broadcast of the program.
- 6-All information contained within this proposal is proprietary to the Portland Radio Group and must be kept confidential.
- 7- Garden Guys owns all commercial inventory between 8am and 10am Sunday Mornings.

FINANCIAL ARRANGEMENT

- 1-"GG" agree to purchase the complete radio time for the broadcasts on The Bay for \$250 per week for 52 weeks.
- 2-The agreement will remain in effect pending 90 days written cancellation notice by either party. .
- 3-"GG" agrees to a \$41 per week administrative fee for 52 weeks. (When the program moves to satellite and is 100% automated then the administrative fee will be waived.)

TERM,

- 1-52 week period (Start Date 3/9/08 End Date 3/8/09)
- 2-This agreement commences upon signing of both parties and begins upon first air date. 3-This contract does not automatically renew. If it is agreed by all parties to continue the "GG" on the Bay, then a new contract will be created to be signed by all parties.

PROMOTION

- 1-1400 1490 The Bay will air fifteen (30) second promotional announcements each week promoting the "GG" show Monday - Saturday 6am-9pm.
- 2- Advertiser agrees to allow station to make good missed promos during dayparts/times of greater or equal value.
- 3- "GG" 468 x 60 banner ad on The Bay station website

AGREED:

Portland Radio Group

Organic sales and Marketing, Inc.

By: /s/ Warren Maddock 2/27/08

By: /s/ Samuel F. H. Jeffries 2/27/08

Sales Manager Date

President and CEO Date

Filename: e33907ex10-21.txt
Type: EX-10.21
Comment/Description: WGIR Radio Contract
(this header is not part of the document)

EXHIBIT 10.21

WGIR RADIO (MANCHESTER, NH) CONTRACT

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RADIO STATION BROADCAST AGREEMENT

This serves as an agreement between OSM, Inc., aka Garden Guys and WGJR, WGIN, WGIP Network.

OSM, Inc. agrees to purchase Saturday Mornings from 7a-9a at \$700 per 2 hours, for 52 weeks at \$36,400 for one year. The commitment is as follows:

OSM, Inc. will purchase 52 weeks of programming on WGIR, WGIN, WGIP Network with a fee of \$700 per (2) hours of programming every Saturday 7a-9a. The total investment for 52 weeks being \$36,400, with payments received on the 1st of every month with that month's investment on WGIR, WGIN, WGIP Network.

Payments must be sent to:
Clear Channel Broadcasting
P.O. Box 406080
Atlanta, GA
30384

Net investment: \$36,400

Agreed to and approved: /s/ Samuel FH Jeffries 11/19/07

CEO, OSM, Inc. aka Garden Guys Date

Agreed to and approved: /s/ Joe Graham 11/27/07

MM Clear Channel Radio-Manchester Date

Filename: e33907ex10-22.txt
Type: EX-10.22
Comment/Description: KEHE Foods Vendor Agreement
(this header is not part of the document)

EXHIBIT 10.22

KEHE FOODS VENDOR
BUYING AGREEMENT

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Revised January 2007

KEHE FOOD DISTRIBUTOR'S (KF) COOPERATIVE VENDOR
PROCEDURES & GUIDELINES

KF's Mission Statement: We are dedicated to the success of our customers and suppliers by providing exceptional marketing, merchandising, and distribution services.

Purpose for this Document: To provide a roadmap for the mutual success of our vendors and KF, with a desire to partner together so as to exceed our retailer customers' opportunities and needs. These guidelines are to be held in the context of the grocery industry, supporting the mutual requirements, profitability, values, and missions. These goals can only be implemented by a positive collaboration of talent, effort, and focus from all parties!

KF's Commitments

- 1) All services for our customers and suppliers will be performed with integrity, honesty, and the highest ethical standards.
- 2) Strong professional relationships will be built on trust, respect, empathy, fairness and accountability.
- 3) It is KF's desire to pass vendor's off invoice promotions to retailers provided they have been correctly submitted, according to the published promotion schedule and procedures.
- 4) KF commits to offer the retailer extra performance and promotional programs, only when there has been prior vendor approval.
- 5) KF and their representatives commit to respond, engage in discussion, and within their power make resolution to issues or questions vendors have regarding their business with KF in a timely manner.
- 6) KF commits to provide all billing and communications in a timely manner, given retailers cooperation. Specifically Vendor Credit Recaps will be provided to vendors every four to six weeks.
- 7) As KF wants to be accountable and approachable, we have an "open door" policy for all vendors. If after initial attempts have been made to address a specific issue with the proper KF employee without success, we welcome the vendors approaching that employee's manager for the purpose of improved communication and issue resolution.
- 8) KF will provide authorized vendors with Broker Reports and inventory Usage by Vendor Reports (IUV), provided proper lead-time is given.

New Vendor/ Brand Policy

- 9) New Item Support: For over 50 years, beginning with KF's(.) founder Art Kehe, new items have been a vital part of the success of our shared business, as they are today! Although new items are exciting, unfortunately not all new items introduced by vendors succeed at retail.

KF guarantees retailers the sale-ability of all products sold. At the same time, KF has no control over which item vendors choose to produce and bring to retail through KF. As a result, KF depends on the vendor to assume their portion of the financial risk for the successful introduction and viability of their items. KF's owns and shares in several distribution expenses, such as sales-force labor, transportation, warehousing, and other internal expenses. The vendor is required to cover KF's adjusted cost of goods (defined as vendor's list price, plus any freight expense, minus any permanent allowance or distributor discount) for any of the vendor's products that the retailer deems as requiring store level KF's credit.

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KF is committed to the regular reviewing of performance of our products with manufacturers/brokers, beginning with its introduction through Kehe. It is our desire that through partnering with our vendor community we can achieve our mutual success, by addressing issues as necessary. Category and item reviews will occur both internally and externally (including retail store scan data) in order to measure success and failures, against our mutual goals. We are open and welcome feedback to this process from all parties.

If at any point after KF receives inventory on an item we have not achieved our mutual goals, KF's reserves the right to discontinue the item(s) from the KF warehouse. In addition, all unsold merchandise is to be picked up by the vendor with full reimbursement to KF at our adjusted cost of goods. This is a LAST resort; KF never goes into a business relationship with the expectation of this course of action.

- 10) New Vendor/Item Payment terms: The following payment policies will apply for all new items and brands, which do not have proven sales history with KF (see your category manager with any questions).
- a) The new supplier's first orders will be paid at the regular term discount OR when the initial order's inventory has moved through the retailer at a sufficient retail level (50% or better).
 - b) If retail distribution is delayed for conditions not controlled by KF, (i.e. retailer pushed reset scheduling time line) discussion with the KF category manager will be necessary to determine fair payment terms.
- 11) Prepaying Extra Performance for New and Low Volume Vendors: "New" defined as, vendors which have less than one year since their first KF received order. "Low volume" defined as, having three or less orders &/or total orders less than \$5,000 (at KF's cost). Effective immediately, we ask all vendor- approved extra activities with retailer or KF corporate programs, advertising, slotting, and other fees, must be prepaid to KF in the form of a check at the time of activity or vendor request there of. The retailer on behalf of the vendor will provide a specific detail at the time activity is requested/ authorized by vendor or deduction is made, against KF.

In the case of approved extra performance activity (Ex Perf), once the activity is confirmed, an invoice will be sent to the vendor for payment. This Ex Perf must be paid net 10, before any future vendor invoices will be paid. This repayment invoice will be sent to the vendor only if, at that time, there are no open vendor invoices to KF. Otherwise, KF will deduct against the open invoice.

- 12) New Vendor & Item Forms: Vendors must complete both the KF Vendor Packet forms (new vendor and new item) and this Cooperative Vendor Agreement prior to any product being presented to retail, ordered, or received from that vendor. In addition, prior to any new items being accepted into the KF warehouse, completed new item forms must be presented to your KF category manager with at least two "live" sample unit(s) and the outer shipping case. This is necessary in order to provide our retail customers and internal departments with complete and accurate information and confirmation. It is the vendor's responsibility to provide item performance ranking on all items and brands with multiple skus, in all communication to both KF and retailers.

Vendor/Item set up

- 13) "Go to Market" (GTM) Plan: For the purpose of preparation, planning, and maximizing the success in achieving our mutual goals, we ask that the GTM Plan be completed immediately after first providing the completed New Vendor Packet and this signed agreement. The GTM plan is best described as a KF Business/Marketing plan. Included topics of the GTM plan are: product, pricing strategy, promotional programs, and how to best connect (manufacturer, broker, retailer, and KF). This information is needed to assist the Kehe category manager in learning how to best meet the vendors' special needs,

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as well as to serve as a foundation to achieve marketing and sales success (see your category manager with any questions).

- 14) **Liability Insurance:** All vendors must provide a current certificate of primary general liability insurance of a minimum of \$1 million in coverage and a \$2 million umbrella for a total of \$3 million in coverage. However, in the case of vitamins, minerals, herbs and nutritional supplements, \$5 million is the minimum required amount. It is the responsibility of the vendor to provide updated current certificates on an annual basis. Please send future renewed policies (please provide your KF vendor number, contact your category mgr. assist with questions) to the attention of the "Accounting Bill Back Supervisor", as KF will keep all certificates on file. If your insurance expires, no orders can be placed or paid until a current certificate is received. KF must be named as additional insured and a copy provided of your product liability insurance to:

Kehe Foods Distributors Inc.
Accounting Bill Back Supervisor; Randy Shaw
900 Schmidt Road
Romeoville, IL 60446

- 15) **UPC Requirements:** Today's retailers are requiring that all products they carry have an unique dedicated 12-digit unit UPC code number issued from the Uniform Code Council (UCC) for every item regardless of pack, size or category (shippers, trial-size, displays, one-shot promotional items, etc...). There are several reasons for this policy. First, many retailers are unable to set-up an item in their system, or receive it at their back door without a unique dedicated UPC assigned to that item. As a result, it is mandatory that all items carried by KF's must have this unique dedicated UPC number both on the item and on the outer shipping case in order to be set-up or received.

- 16) **Merchandising Allowance Requirement:** In order to provide merchandising excellence to the needs of our retailer customers, KF must meet all their merchandising requirements which may include activities ranging from:

- o Full Store Retail Execution to Include
 - New Planogram Execution
 - Store Refresh
 - New and Re-Grand Opening Stores
- o Speed to Shelf
- o Space Management Solutions

As KF has made the commitment in personnel and equipment to meet these needs, KF requires all manufacturers to share a portion of this expense specifically through a 1.5% merchandising allowance on all purchases to help execute this "Go To Market" plan. We feel this to be the most fair and equitable plan for manufacturers, brokers, and KF. So as to avoid unnecessary deductions and paperwork, we ask that you make it a separate item on every invoice.

- 17) **Cut Cases:** KF is committed to supporting retail with the "correct" pack in order to maximize turns, freshness, pack out at retail (avoiding excess inventory at store level), and variety/selection with retailer's offerings. It is for these reasons that offering a smaller case pack will often increase the likelihood of gaining placement on retailer's shelves. If agreed, KF will cut item packs/cases and charge vendors who are unable to provide items in the necessary pack. "Master Cases" where KF can simply remove smaller "inner" case pack, where the inner case is the needed pack count, will, not be charged.

KF incurs significant costs to cut vendors' case packs: including labor and materials, which are needed to be shared by all parties in order to attain the necessary retail pack. As a result, KF will charge a cut

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case expense per the manufacturer's original case pack. This expense can be covered by either a cut case allowance (preferred) or by KF deducting from vendor's invoice. (Please discuss details with your KF category manager).

18) New Item Set-Up Fee: Kehe Foods believes in the need and importance of new items. As a result, Kehe puts significant resources and time into the setting-up process to maximize the success of our vendor partners new items. This commitment of resources includes; computer inputting time, the item information verification process, item imaging, planogram maintenance, and communication to the Kehe salesforce, along with the physical slotted into the Kehe warehouse(s). As a result, every new item will incur an \$100 set-up fee, payment will incur at the time of the Kehe new-item form is received from the vendor and/or is accepted by the Kehe Category Development Manager (Buyer).

19) Product Code & Quality Standards: As a guardian of food safety and with the objective of providing our retailers and consumers with safe and fresh food products, KF Distributors requires compliance with our policies on temperature control, shelf life and code dating. They are as follows.

Temperature Controls

- a) A former manufacturer document describing the acceptable storage and store display temperature range for your products.
- b) Refrigerated and frozen foods should be delivered to KF's dock consistent with the customary standard temperature range declared for that product.
- c) KF will reject any product whose temperature is outside the stated standard temperature range at the vendor or carrier's expense.
- d) The phrase "Keep Refrigerated/Frozen" or similar type language must be clearly marked on the exterior of case on all refrigerated/frozen goods.

Coded Dating Practice and Controls

- a) A formal manufacturer document describing the entire code dating methodology, providing all specifics for reading the code date, which will support managing the product properly through the supply chain.
- b) Specific guaranteed shelf life, which will be committed to for all products received at KF distribution center, along with consistent coding once regular pattern has been established.
- c) The shelf life/code date must be readable and easy to understand by any associate in the supply chain. In addition, the shelf life/code date must be clearly printed on 1) each exterior carton, 2) the invoice/packing slip, and 3) all retail packages.
- d) Shipments of products to KF must meet the stated shelf life guarantee. Otherwise, KF will reject, return, or donate (if requested by vendor) at the vendor's expense any product whose shelf life is less than the committed minimum guaranteed shelf life. This includes KF pick-ups, as it is the vendors' responsibility that every code date during the time of pick-up meets the agreed terms.
- e) KF will audit the shelf life of inbound product on a routine basis.

20) Local, State, and Federal Regulations

- a) The manufacturer is responsible for and commits to compliance with all local, state, and federal regulations.
- b) In addition we expect our manufacturer to participate and comply with any/all relevant industry standards (i.e. UCCnet, COOL, B10-terrorism, labeling standards, etc.).
- c) We encourage participation in NASFT best practices.

Promotions

21) Importance of KF Promotional Books: Vendor support, promotion, and frequent communication are all vital ingredients to a product's success at retail. A first step of having a successful item at retail

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is participating in the 1st period promotional program and theme books. Towards this goal, all vendors are expected to provide promotional support for their brands via our period promotional books. It is a best practice guideline that vendors would participate in 3 period books and the KF Show event (4th quarter). (Please contact your category manager for specifics).

The promotional book benefits are:

- a) Communicate/publish promotional deals to the trade (both KF sales force and retailers).
- b) Gives exposure of brand and promotional programs to KF sales team and retailer decision-makers.
- c) A requirement for manufacturer's being shown at KF regional tabletop sales meetings.
- d) Vehicle for recapping sales-force presells, which is then used as procurement forecast tool for display activity including shippers, seasonal, and new items.

22) Promotional Offer Structure:

- a) Off invoice allowances are preferred as our method for receiving vendor promotions. Other types of allowances are discouraged, as they will only add unnecessary administrative expenses (to KF, vendor, and retail customers). (See Promotional Allowance Form)
- b) All quoted allowances must be offered on a KF Promotional Allowance Form, listing KF code numbers.
- c) All allowances must be offered relative to KF's sell pack, note-as this often differs from the manufacturer pack.
- d) All allowances must be offered in dollars and cents. (We will not accept percentage deals)
- e) Due dates for promotional deals must be submitted by the date of "promo info to the buyer" as published in the KF Promotional Calendar. Submitting deals on a timely basis is vital. No late deals will be accepted.
- f) All promotional deals must be published (communicated) by Kehe Foods to the trade, as a result KF's incurs printing expenses associated with this publishing. The vendor is asked to share in this expense as all vendor promotional deals are charged a survey fee and are listed on the promotional contract.

It is KF's desire to always pass 100% of all promotions to the retailer, therefore when the buyer promotional due date for deals is missed, the vendor runs the risk of the deal not being included with published deals to the trade. In this case, we will look to the vendor to resubmit the deal to the next available book and issue a new promotional contract. If the deal is unable to make the publishing deadline to the trade or be pushed to the next promotional book, KF will, as a last resort, take it as a "buy only."

- 23) Promotion Ship and Receive Dates: Quoted allowances must be in effect and given to KF on all purchase orders place within the KF promotion periods, referred to as "KF Purchase/Buy Period." Because vendors fluctuate greatly on their necessary lead-time to fill, ship, and/or pick up orders, ship dates will not influence when KF will receive promotions. However, will be taken from the date the PO was written. As is best practice, KF gives retailers set scheduled dates for the purpose of consistency; efficient processing, and providing our retail customers with specialty, ethnic, and natural category leadership and programs which drive store sales.

Terms

- 24) Payment Terms: When mutual conditions have been met, KF Distributors will pay for all products ordered within the agreed upon payment terms. These terms will be effective from the date of receiving product at KF facility or invoice, whichever is later. KF will not make payment if a vendor has a negative A/P balance caused by the vendor. When the balance becomes positive and/or the issue is resolved, payment will be made less the cash discount.
- a) Standard terms: As is industry best practice, KF Distributors requests 2% 10 net 30 days. a) New Vendor Terms: See point 11a & lib; "New Vendor/Item Payment terms".

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- b) Extended Term Offers on Manufacturer's Orders: (i.e. incentive quota, quarter, or year ending deals, etc...) We will partner with manufacturers on specific extended special term orders benefiting both parties. It is,our intention that extended terms will support higher in-stock levels to all parties involved; manufacturers, retailers, and KF. KF will extend inventory levels if the manufacturer extends cash discount payment dates on these special orders (See your KF Category Manager for specifics.)
- c) Special Event Terms: (i.e. Food Show, Passover, or Theme Events) During special event periods, KF requests extended cash discount terms. On an exception basis, KF will build inventory early for special promotional activity, to better serve our mutual customers. We are asking you to allow us to become an extension of your warehouse and turn your inventory into a receivable from us.
- d) Standard Vendor Term Policy: It is KF's goal that all extended special event terms will benefit the supplier through efficiencies gained in logistics. Just a few examples of potential vendor efficiencies include, but are not limited to: shipping and receiving early, as well as maximizing productivity of both your warehousing storage and production scheduling. If you have a standardized company extended term policy (holiday, new building, or event), or any volume incentive offers, please provide the specific conditions at this time to your category manager.

Documentation Back-Up

- 25) Commitment to Provide Back-Up: KF commits to provide back up/support for any and all deductions made from a vendor's payment. Potential types of back up include: computer-generated reports of promotions, spoils, extra performance activity (ad allowances, demos, slotting, etc.), regional activity such as tabletop at divisions and any supporting documentation available. If additional retailer back up is needed, KF will make a good faith effort on behalf of the vendor to obtain additional back up for items, which have been deducted against Kehe.
 - o Special Note to Vendors Who Use "Lock-Box" Services: Some lock box services collect the KF check and then discard all supporting back-up paperwork provided by KF in order to show deductions taken are authorized, it is the vendor's responsibility, to secure all back up included.

Vendor Credit Recap (VCR)

- 26) VCR's Defined: A Vendor Credit Recap (VCR) is the summary for all expenses/credits resulting from the retail customer, which KF has incurred on behalf of a given vendor. Specific types of these expenses include (but are not limited to); spoils, manufacturer recall, store or distribution failures, manufacturer defects, "free goods" given to retailer, demo samples, and damaged at store level. KF will provide a VCR summary every,.-four to six weeks.

VCR's can be grouped into three major types of "activities": -a) spoils, b) product samples and free fills, and c) discontinued by chain.

- a) Spoils Defined: KF defines spoils as any cost/expense that originates from the marketplace, in which a third party customer or retailer requires credit for the vendor's product. This definition includes but goes beyond out-of-code expiration issues, to also include mislabels, loose caps, leaking products, etc. When and if spoils occur, the vendor will only be held responsible for KF's adjusted or landed cost of goods, which have been credited to a retailer. As our mutual retail customers expect KF to cover these expenses, when and if they occur, we in turn request our vendor partners to cover KF's cost of goods. As these expenses negatively impact all parties, KF is committed to minimizing spoils in every way possible.
- b) Product Store Samples and Free Fills Defined: Examples of these expenses are: free goods for new distribution, demo samples, plan-o-gram samples, and other approved vendor/KF sales Samples. As KF is partnered with the vendor in regards to retailer requests for samples, we are committed to the mutual growth of the vendor, retailer, and KF. After careful category development and reviewing, the

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vendor will provide one sample case per sku at KF's adjusted cost of goods, for plan-o-gram development as necessary.

- c) Discontinued by Chain: As the grocery retail environment is an ever changing and competitive market, there is an inherent risk potential that the retailer buyers may choose, based on the item's performance, to discontinue KF supplied items. It is KF's desire, when possible, to include the vendor in participating in the retailer's category review process. If the retailer discontinues items, it is the vendor's responsibility to cover KF's cost of goods from those discontinued items.

Whenever possible Kehe Foods takes steps to reduce VCR's and the amount of product going to retailer's reclamation and/or needing credit, for the purpose of reducing the vendor's financial liability. Specifically, Kehe personnel will remove store authorizations as early as possible in order to limit retailers' excess product. When allowed by retail chain, KF's will transfer inventory between stores and/or sell through discontinued items at retail. Additionally, are KF rep's markdown at store level, the use of in store scan-downs at headquarters and vendor-supplied coupons at store level.

The above mentioned options focus on store level inventory only. For warehouse inventory KF requires the vendor to commit to take back or credit at KF's purchased price any residual inventory remaining in the KF warehouse, which is a result of lost authorization of distribution at and by retail. This is a mandatory expense (not to be covered by any vendor allowance programs) for all vendors doing business with KF and will, when occurring, be listed on the VCR. These expenses are considered failures, and not to be confused with traditional spoils.

Free Goods & Extra Performance Activity

- 27) Extra Performance & Communication: Extra performance is defined as vendor approved promotional programs, activity and monies on the vendor's behalf, requested by and occurring at the retail customer level. A few examples of the more common types of extra performance are; participating in retailer's advertising, scans, in store demos, placement fees, KF trade shows, and divisional tabletops. Included in the vendor's responsibility are any set-up fee's retailers may charge to input OI or activity. KF will make a good faith effort to inform vendors of these retailer fees. Please review the KF Extra Performance Program exhibit, found in the vendor packet for further details. KF requests all presentations be made with the retailers assigned KF account manager, in order to maximize the effectiveness of execution of proposed programs. If the KF account manager has been requested to attend but is unable to, as a professional courtesy, we ask the manufacturer representative or broker to provide in writing to the account manager the offer made prior to meeting, as well as a simple recap and any next steps. This will help improve communication, follow up, and understanding between all parties, while minimizing errors in execution.
- 28) Free Goods: The term "Free Goods" represents offering a retailer the first case at no charge to the retailer for new distribution of that item. If a vendor chooses to offer new placement allowances or "free goods" they are offered to all customers on an equal and proportionate basis as one case for new distribution. If free goods are offered (either in full case or Y2 case quantities), KF will bill-back by store for free good placement via the VCR monthly. A bill-back will be generated to each supplier at KF's adjusted case cost, plus a minimal 18% handling fee to help offset KF's expense to warehouse, pick, palletize, ship, merchandise, and stock the product at store level, Free good offer status is placed into the KF system for electronic billing. This offer will eliminate additional handling costs with KF. If free goods are offered only to special retailers and not for all stores through the KF system for electronic billing, because of retailer's policies the supplier may be billed at KF's selling price to retail (versus KF's adjusted case cost only).

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- 29) New Store Grand Openings and New Retailers Business: The vendor agrees for "ground up", new store openings to allow KF to automatically give one free case (regardless of free fill status in Kehe's system) only if and when that grocery retailer has mandated and initiated this requirement, as well the vendor's item currently has distribution in that chain's other stores. KF will attempt when possible to notify the vendor of when and which retailers this will occur with prior to processing. KF will bill you back for this specific activity expense.

If you currently have distribution in a top chain account and do not under any circumstances allow for new store free fill, in a spirit of communication, we ask on your own initiative to contact the KF account manager in writing of this policy immediately. To once again stress, this policy is only where your item currently has placement in the chain prior to new store grand opening and is limited to one case.

- 30) Retailer Scan Processing Fee: Due to the increasing volume of vendor "scans" J bill-backs at retail level, KF has incurred significant additional administrative and processing expenses. As it is industry common practice, effective January 1, 2006, all retail scan invoices received or deducted from KF's by retail will incur a \$5.00 per activity fee. This expense is a per invoice charge to its corresponding vendor (regardless of when they are generated). As each retailer has their own method for invoicing the activity, KF's criteria for administrating this fee will be initiated per invoice, per retailer deduction occurring against KF.

- 31) KF Corporate Vendor Promotions Given as Bill-back: There are additional expenses incurred when promotions are given to KF from the vendor as a bill-back in place of an off invoice promotion (i.e. "cost of money" float and processing fee, etc). As standard policy KF accepts only one type of bill-back for promotions to trade, against case movement during the promotional period. In special circumstances however, if pre-approved by your KF's category manager, bill-backs against purchases can be accepted.

As mentioned in policy 20a, "off invoice is preferred and all other types of allowances are discouraged as they will only add unnecessary administrative expenses". Effective January 1, 2006, the following processing fee will be in effect. On vendor bill-backs for promotions to retail against KF purchases, a processing fee of \$50.00 per promotion will occur as listed on the KF promotional contract.

- 32) KF Sales Incentives (or Spiffs): Sales incentives often increase vendor returns and spoils at retail. In addition to being costly to track and manage, it is KF's preference that any additional promotional monies be directed to retailer account specific activity or the lowering the cost of goods (see your category manager for details.)

As a result of the above reasons, KF does not recommend account manager or sales representative specific incentives or "spiffs." If you still choose to offer KF a sales incentive, these written offers MUST first be made directly to and approved through your KF category manager. Furthermore, any sales incentives must be made universally and under NO circumstances may be offered directly to any KF sales employee.

Pricing

- 33) Pricing Policy: Complete and timely communication between Vendor, Broker, KF, and Retail customers are essential in order to provide quality service for all partners. As retail customers are continuing to be more progressive with their planning, they are requiring more lead-time for price change notifications.

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Any items having prior notification to KF of promotional programming activity (Off Inv. deal), must be price protected until after such activity expires. Orders placed prior to expiration date will be honored at the protected price, as KF has committed to passing through the vendor's deal, along with publishing sells to the trade.

All notification must be submitted to KF with the proper documents being provided:

- o Must meet within cost change date schedule
- o KF Cost Change Notification Form
- o A formal manufacturer price list on letterhead describing the new FOB and bracket pricing costs.
- o Written communication will be confirmed back to the supplier/agent confirming acceptance dating.

As it is the policy of several retail customers that NO cost change will be honored from KF unless submitted with a manufacturer provided written explanation detailing the cause for the cost change. Consequently, KF can only honor cost changes that are provided with an explanation on manufacturer letterhead.

- a) All Non-Perishable and Frozen Food Items require a minimum of sixty days and up to seventy-five days lead-time, which must be provided, prior to the effective cost change date. Written communication will be documented back to supplier/agent confirming acceptance dating. All supplier information must follow the KF cost change schedule.
- b) All Perishable Dairy, Deli, Meat, Seafood and Commodity Items require at least thirty-days minimum lead-time must be provided, prior to the effective cost change date. KF will purchase inventory to protect customer's needs prior to the cost change effective date. Written communication will be documented back to the supplier/broker confirming acceptance dating. All supplier information must follow the KF cost change schedule. (See "Perishable and Commodity Document" for specific authorized commodities).

Shipping/Receiving

- 34) Shipping and Receiving Terms & Policy: The vendor agrees to all the terms and policies of "Transportation, Shipping, and Returns Policy & Guidelines". Topics such as delivery appointment instructions, stamp and go program, packing list guidelines, detention charges, UPS orders, shorts/damages, and mis-shipped items/returns are just some of the topics covered.
- 35) No Substitutions on PO: KF will not accept any different or new products (i.e. pack, size or UPC) from the items as requested on the PO currently in KF's system. If mis-shipped, manufacturer will need to pick up at their own expense, cover a \$75.00 KF handling fee, and all retailer fines which result from receiving incorrect products.

Miscellaneous

- 36) Reporting: KF is committed to providing vendors broker reports (case movement by state) and inventory usage reports or IUUV (movement through the current last 8 weeks). Your requests for these reports should be made to your category manager's marketing assistant with a minimum of 24 hours notice given. In the spirit of efficiency we ask that you limit your request for each report to once per quarter, per vendor.
- 37) Request for Repayment Procedures: KF's strives in all dealings, to be error free. If you feel you've experienced a discrepancy we want to be available and responsive to your request. In order to expedite processing and gain resolution, all issues or questions pertaining to repayments, bill-backs, or deductions need to follow these guidelines:
 - a) For both the vendor's and KF's benefit, please send your completely detailed request in writing to your assigned KF's category manager's marketing assistant (see the Buyer Categories List found in the

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Vendor Packet for specifics) within 90 days of vendor being notified of the Issue in question. As common practice within the grocery industry, after 90 days of date notified, all bill-backs, repayment requests, or deductions become final.

- b) Within 48 hours your KF's category manager will confirm having received your written request, please clearly list an e-mail address or fax, in which to confirm back to you. This confirmation does not indicate the status or make resolution of request; it only confirms receipt, if you have not received the confirmation of receipt within 48 hours, it is the vendor's responsibility to contact your assigned KF's category manager's marketing assistant: to request a response. This confirmation is vital, as it is your proof the request having been received. KF commits to respond, research, engage in discussion, and make resolution to the issue within 60 days of confirmed request.
- c) It is the vendor's responsibility to provide all necessary back up end/or detail, which is in their possession when sending your written request, "Necessary backup" often may include written (electronically or by hand) communication between the vendor, broker or KF personnel (account manager, buyer, or marketing assistant.) This help is appreciated, as it will minimize any delays, which might occur.
- d) When a KF's deduction against a vendor has been created by a retailer's initiated deduction against Kehe Foods, the vendor being credited, is predicated on KF being refunded first from the retailer,

The information below is requested for the purposes of validating that the KF Guidelines Document has been received, reviewed and agreed upon.

Company Name: Organic Sales and Marketing, Inc. Date: 5/21/08
Name of Official Seller: Valerie Tomolonis Major Brand: Dragonfly Organix
Title of Official of Seller*: Sales Manager

Signature of authorized Official of Seller*: /s/ Samuel FH Jeffries

There may be occasions when KF must change, review or institute new procedures at which future date the vendor will be contacted. As KF has the need to modify policies and procedures, as business requires, KF will send this information to your provided address on file, giving two weeks to review, before being implemented.

KF Vendor Code(s): OSM4 (internal use only)

Buyer Sign Off: /s/ (internal Use Only)

* The "Official of Seller" must be an authorized employee of the manufacturer. A broker or any other outside representative does not qualify as an "Official of Seller".

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Comment/Description: Certification
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EXHIBIT 31.1

Certifications pursuant to Securities and Exchange Act of 1934
Rule 13a-14 as adopted pursuant to Section 302 of Sarbanes-Oxley Act of 2002

I, Samuel F.H. Jeffries, President and Chief Executive Officer of Organic Sales and Marketing, Inc. (the "Registrant"), certify that:

1. I have reviewed this annual report on Form 10-KSB of the Registrant;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Registrant and I have:
 - a. Designed such disclosure controls and procedures to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this annual report is being prepared;
 - b. evaluated the effectiveness of the Registrant's disclosure controls and procedures as of the date within 90 days prior to the filing date of this annual report (the Evaluation Date); and
 - c. presented in this annual report my conclusions about the effectiveness of the disclosure controls and procedures based on my evaluation as of the Evaluation Date;
5. I have disclosed, based on my most recent evaluation, to the Registrant's auditors and the audit committee of Registrant's board of directors (or persons performing the equivalent function);
 - a. all significant deficiencies in the design or operation of internal controls which could adversely affect the Registrant's ability to record, process, summarize and report financial data and have identified for the Registrant's auditors any material weaknesses in internal controls; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal controls; and
6. I have indicated in this annual report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of my most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: January 12, 2009

By: /s/ Samuel F.H. Jeffries

Samuel F.H. Jeffries
President and Chief Executive Officer

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EXHIBIT 31.2

Certifications pursuant to Securities and Exchange Act of 1934
Rule 13a-14 as adopted pursuant to Section 302 of Sarbanes-Oxley Act of 2002

I, Mark J. McEvoy, Chief Financial Officer of Organic Sales and Marketing, Inc.
(the "Registrant"), certify that:

1. I have reviewed this annual report on Form 10-KSB of the Registrant;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Registrant and I have:
 - d. Designed such disclosure controls and procedures to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this annual report is being prepared;
 - e. evaluated the effectiveness of the Registrant's disclosure controls and procedures as of the date within 90 days prior to the filing date of this annual report (the Evaluation Date); and
 - f. presented in this annual report my conclusions about the effectiveness of the disclosure controls and procedures based on my evaluation as of the Evaluation Date;
5. I have disclosed, based on my most recent evaluation, to the Registrant's auditors and the audit committee of Registrant's board of directors (or persons performing the equivalent function);
 - c. all significant deficiencies in the design or operation of internal controls which could adversely affect the Registrant's ability to record, process, summarize and report financial data and have identified for the Registrant's auditors any material weaknesses in internal controls; and
 - d. any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal controls; and
6. I have indicated in this annual report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of my most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: January 12, 2009

By: /s/ Mark J. McEvoy

Mark J. McEvoy
Chief Financial Officer

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EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Organic Sales and Marketing, Inc. (the "Company") on Form 10-KSB for the fiscal year ended September 30, 2008 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Samuel F.H. Jeffries, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: January 12, 2009

/s/ Samuel F.H. Jeffries

Samuel F.H. Jeffries
Chief Financial Officer

Filename: e33907ex32-2.txt
Type: EX-32.2
Comment/Description: Certification
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EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Organic Sales and Marketing, Inc. (the "Company") on Form 10-KSB for the fiscal year ended September 30, 2008 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark J. McEvoy, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: January 12, 2009

/s/ Mark J. McEvoy

Mark J. McEvoy
Chief Financial Officer