

**Agreement
Strategic Partnership
ThreePeaks Brands and
GCI Worldwide**

This document memorializes an agreement between ThreePeaks Brands, Inc. (TPB), a C Corporation being registered in the State of Nevada, and Greater Continents Worldwide, Inc. (GCW), a Nevada corporation, to form a Strategic Partnership under the following terms:

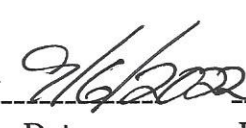
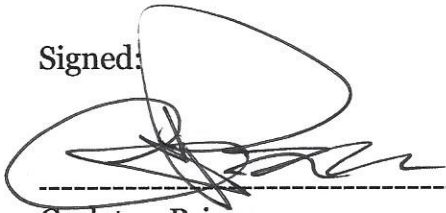
1. GCW and/or its affiliates shall make a capital investment in TPB of \$100,000.
2. In exchange for that investment, GCW shall be entitled to 510,000 shares of common voting stock in ThreePeaks Brands, Inc., which constitutes an initial ownership interest of 51%.
3. Rick Merriam or his designee shall serve as Chairman of the Board.
4. GCW shall pay all closing costs associated with TPB's acquisition of the Benesweet® and Healthy Dairy® Businesses from SBS Food Group, LLC, including legal and administrative fees for registering TPB as a Nevada C Corporation and legal fees for a Shareholder Agreement, a Stock Option Plan, and a Non-Compete Agreement and all other costs, including business licenses, associated with organizing TPB as an operating business entity.
5. GCW shall pay all out-of-pocket expenses associated with TPB's conduct of business in pursuit of sales opportunities, including marketing expenses, travel costs, and administrative overhead exclusive of executive salaries and payments, until such time as TPB is self-sufficient in covering such costs.
6. Any monies advanced under Sections 4 and 5 above shall be treated as a loan from GCW to TPB and will be repayable within two (2) years from the start of TPB's business with any unpaid balance earning a simple flat interest rate of 5% per annum with no pre-payment penalty.
 - a. Collateral. The loan identified in Section 6 above shall be secured by the common voting stock held by the other Founding members of TPB amounting to 49% ownership.
 - b. Default. The loan identified in Section 6 above shall be considered in default if TPB fails to pay the full accumulated obligation to GCW within forty-five (45) calendar days of its due date, such due date estimated to be September 6, 2024 (therefore default due date being October 21, 2024).



- c. Cure Period. If Buyer defaults as defined under Section 6(b) above, TPB shall have ninety (90) days from the date it is declared in default by written notice from GCW to pay the amount due.
 - d. Collateral Recapture. If TPB fails to perform under Section 6(c) above, GCW shall have to option to (a) extend the deadline for payment of the full loan amount, (b) arrange with TPB for an payment plan reduction in the debt at a specified rate over a specified period of time, or (c) require TPB or its assigns or successors to relinquish shares of common stock, valued on a pro rata basis, sufficient to pay the full obligation to GCW.
 - e. If TPB experiences a complete business failure and it is no longer able to conduct normal operations, partly as indicated by Default as noted in Section 6(b) above, GCW shall have the first right of refusal to acquire all outstanding common voting shares of TPB, at a reasonable market valuation, including all ownership rights to the Benesweet® and Healthy Dairy® Businesses as detailed in the Definitive Asset Purchase Agreement between TPB and SBSFG as executed on or around September 6, 2022, including any outstanding debt obligation still owed to SBSFG under the terms of said Agreement.
7. TPB shall give GCI USA first right of refusal as a supplier for all ingredients used to manufacture its products, including Benesweet.
8. TPB shall also advertise, promote, and support GCI USA as its strategic partner for ingredients, including the sales and promotion of Benesweet for industrial manufacturing use.
9. As GCW will be a 51% owner of TPB, and thus a 51% owner of Benesweet, 51% of the net profit on any sale effectively is attributed to GCW. Within thirty (30) days of the mutual execution of this Agreement, TPB shall work with GCW/GCI to develop a revenue-sharing agreement for the following circumstances:
- a. Benesweet sold as an industrial product to an existing GCI customer,
 - b. Benesweet sold as an industrial product to a new GCI customer,
 - c. Benesweet sold as a finished product to a new or existing TPB customer.
11. Within sixty (60) days of the mutual execution of this agreement, legal counsel shall prepare, and all shareholders shall sign:
- a. Shareholder's Agreement
 - b. Stock-Option Plan
 - c. Non-Compete/Confidentiality Agreement



Signed:



Carleton Prince
ThreePeaks Brands, Inc.

Date

Richard Merriam
Greater Continents Worldwide, Inc.

Date