

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 24, 2014 (March 21, 2014)

Limoneira Company

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-34755
(Commission File Number)

77-0260692
(I.R.S. Employer Identification No.)

1141 Cummings Road
Santa Paula, CA 93060
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(805) 525-5541**

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Section 1 **Registrant's Business and Operations**
Item 1.01. **Entry into a Material Definitive Agreement.**

The information contained in Item 3.02 of this report regarding the Stock Purchase Agreement is incorporated by reference into this Item 1.01.

Section 3 **Securities and Trading Markets**
Item 3.02. **Unregistered Sales of Equity Securities.**

On March 21, 2014, Limoneira Company (the "Company") filed with the Delaware Secretary of State a Certificate of Designation, Preferences and Rights (the "Certificate of Designation") providing for the designation of a new series of preferred stock designated as 4% Voting Preferred Stock, \$100.00 Par Value, Series B-2 (the "Series B-2 Preferred Stock"). The number of shares constituting the whole series of Series B-2 Preferred Stock is 10,000 shares. In addition, on March 21, 2014 the Company completed the sale of 2,300 shares of Series B-2 Preferred Stock to WPI-ACP Holdings, LLC ("WPI"), an entity affiliated with Water Asset Management, LLC ("WAM"), for an aggregate sale price of \$2,300,000 pursuant to an exemption from registration under Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"). WPI is an accredited investor within the meaning of Rule 501 of Regulation D under the Securities Act. The sale of the Shares was made pursuant to a Series B-2 Stock Purchase Agreement (the "Stock Purchase Agreement"), dated March 21, 2014, by and between the Company and WPI. It is anticipated that there will be a second issuance of Series B-2 Preferred Stock on or before April 30, 2014 whereby WPI will purchase an additional 7,000 shares of Series B-2 Preferred Stock for a purchase price of \$7,000,000, resulting in an aggregate issuance of 9,300 shares of Series B-2 Preferred Stock for an aggregate purchase price of \$9,300,000.

The Series B-2 Preferred Stock has the following rights, preferences, privileges, and restrictions:

Conversion. Each share of the Series B-2 Preferred Stock is convertible into common stock at a conversion price equal to the greater of (a) the then-market price of the Company's common stock based upon the closing price of the Company's common stock on the NASDAQ Stock Market, LLC or on such other principal market on which the Company's common stock may then be trading and (b) \$15.00 per share of common stock. Shares of the Series B-2 Preferred Stock may be converted into common stock at (i) any time prior to the redemption thereof, or (ii) in the event the Option Agreement (as defined below) is terminated without all of the shares of Series B-2 Preferred Stock having been redeemed, within 30 calendar days following such termination.

Dividends. The holder of shares of the Series B-2 Preferred Stock is entitled to receive cumulative cash dividends at an annual rate of 4% of the liquidation value of \$1,000 per share. Such dividends are payable quarterly on the first day of January, April, July and October in each year commencing July 1, 2014.

Liquidation Rights. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holder of shares of the Series B-2 Preferred Stock is entitled to be paid out of the assets available for distribution, before any payment is made to the holders of the Company's common stock or any other series or class of the Company's shares ranking junior to the Series B-2 Preferred Stock, an amount equal to the liquidation value of \$1,000 per share, plus an amount equal to all accrued and unpaid dividends.

Voting Rights. Each share of Series B-2 Preferred Stock is entitled to one vote on all matters submitted to a vote of the Company's stockholders.

Redemption. The Company may redeem shares of Series B-2 Preferred Stock only (i) from WPI or its designee and (ii) upon, and to the extent of, WPI's election to exercise its option pursuant to the Option Agreement, at a redemption price equal to the liquidation value of \$1,000 per share plus accrued and unpaid dividends.

In connection with the sale of the Series B-2 Preferred Stock, on March 21, 2014 Associated Citrus Packers, Inc. ("ACP"), a wholly owned subsidiary of the Company, and an affiliate of WAM entered into a series of agreements related to the future ownership and disposition of farmland with associated Colorado River water rights and other real estate that is held by ACP in Yuma, Arizona. The agreements allow the parties to explore strategies that will make the highest and best use of those assets, including but not limited to the sale or lease of assets or the expansion of a fallowing and water savings program in which a portion of ACP's property is currently enrolled. The net proceeds of any monetization event would be shared equally by the parties. The agreements entered into include a water development agreement (the "Water Development Agreement") and an option agreement (the "Option Agreement"). Pursuant to the Water Development Agreement, ACP granted an affiliate of WAM exclusive rights to develop water assets attributable to the real estate owned by ACP for the mutual benefit of ACP and WAM. Pursuant to the Option Agreement, ACP granted an affiliate of WAM an option to purchase an undivided interest of up to one-half of the real estate owned by ACP in Yuma County, Arizona (the "ACP Property") and the water rights associated therewith until January 1, 2026. The purchase price for the ACP Property subject to the Option Agreement will be paid via the redemption by the Company of a proportionate percentage of the Series B-2 Preferred Stock. Unless and until a definitive agreement or definitive agreements with respect to ACP's real estate and water rights is entered into that would cause the cessation of farming operations, ACP expects to continue to undertake farming operations on the ACP Property and retain all proceeds from such operations.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Certificate of Designation, which is filed as Exhibit 3.1 to this Current Report, and the Stock Purchase Agreement, which is filed as Exhibit 10.1 to this Current Report, each of which is incorporated into this Current Report by reference.

Section 5 Corporate Governance and Management

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On March 21, 2014, the Company filed with the Delaware Secretary of State a Certificate of Designation, Preferences and Rights providing for the designation of a new series of preferred stock as 4% Voting Preferred Stock, \$100.00 Par Value, Series B-2. A summary of the rights, preferences, privileges, and restrictions of such series is disclosed in Item 3.03 of this Current Report and is incorporated by reference to this Item 5.03.

Section 9 **Financial Statements and Exhibits**
Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibits

3.1 Certificate of Designation, Preferences and Rights of 4% Voting Preferred Stock, \$100.00 Par Value, Series B-2 of Limoneira Company

10.1 Series B-2 Preferred Stock Purchase Agreement dated March 21, 2014 by and between Limoneira Company and WPI-ACP Holdings, LLC

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: March 24, 2014

LIMONEIRA COMPANY

By: /s/ Harold S. Edwards
Harold S. Edwards
President and Chief Executive Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
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|------|--|
| 3.1 | Certificate of Designation, Preferences and Rights of 4% Voting Preferred Stock, \$100.00 Par Value, Series B-2 of Limoneira Company |
| 10.1 | Series B-2 Preferred Stock Purchase Agreement dated March 21, 2014 by and between Limoneira Company and WPI-ACP Holdings, LLC |
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**CERTIFICATE OF DESIGNATION, PREFERENCES
AND RIGHTS
OF
4% VOTING PREFERRED STOCK, \$100.00 PAR VALUE,
SERIES B-2
OF
LIMONEIRA COMPANY**

Pursuant to Section 151 of the General Corporation Law of the State of Delaware

WE, HAROLD S. EDWARDS, President and Chief Executive Officer, and JOSEPH D. RUMLEY, Secretary of LIMONEIRA COMPANY, a corporation organized and existing under the General Corporation Law of the State of Delaware, in accordance with the previous of Section 103 thereof, DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Restated Certificate of Incorporation, as amended of the said Corporation, the said Board of Directors on March 19, 2014, adopted the following resolution creating a series of 10,000 shares of Preferred Stock designated as 4% Voting Preferred Stock, \$100.00 Par Value, Series B-2.

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Corporation in accordance with the provisions of its Restated Certificate of Incorporation, a series of Preferred Stock of the Corporation be and it hereby is created, and that the designation and amount thereof and the voting powers, preferences and relative, participating, optional and other special rights of the shares of such series, and the qualifications, limitations or restrictive thereof are as follows:

Section 1. Designation and Amount. The shares of such series shall be classified and designated as “4% Voting Preferred Stock, \$100.00 Par Value, Series B-2” (“**Series B-2 Preferred Stock**”) and the number of shares constituting such series shall be 10,000.

Section 2. Par Value. The Series B-2 Preferred Stock shall have a par value of \$100.00 per share.

Section 3. Dividends and Distributions.

(A) The holders of the shares of Series B-2 Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors out of funds legally available for that purpose, cumulative cash dividends at the annual rate of 4% of the liquidation value of \$1,000 per share, subject to adjustment as provided herein (“**Liquidation Value**”), and no more, payable quarterly on the first day of January, April, July and October in each year, commencing July 1, 2014, to holders of record on such dates as may be determined by the Board of Directors in advance of the payment of each particular dividend. No dividends shall be declared on any other series or class of shares ranking on a parity with the Series B-2 Preferred Stock as to dividends in respect of any quarterly dividend period unless there shall likewise be or have been declared on all shares of the Series B-2 Preferred Stock at the time outstanding like dividends for all quarterly periods coinciding with or ending before such quarterly period for which dividends are or shall have been declared on such other series or class, ratably in proportion to the respective annual dividend rates fixed therefor. Dividends shall be cumulative and will accrue on each share of the Series B-2 Preferred Stock from March 20, 2014, except that dividends on the shares of the Series B-2 Preferred Stock issued after March 20, 2014 shall accrue from their first day of issue, or from the most recent dividend payment date in the case of shares issued after the initial dividend payment date. No interest or sum or money in lieu of interest shall be payable in respect of any dividend payment or payments which may be in arrears. Dividends payable on the Series B-2 Preferred Stock for any period less than a full quarter shall be computed on the basis of a 360-day year.

(B) If, in any quarterly dividend period, dividends at an annual rate of 4% of the Liquidation Value per share shall not have been declared and paid or set apart for payment on all outstanding shares of the Series B-2 Preferred Stock for such quarterly dividend period and all preceding quarterly dividend periods from and after the first day from which dividends are cumulative, then, until the aggregate deficiency shall be declared and fully paid or set apart for payment, the Corporation shall not (i) declare or pay or set apart for payment any dividends or make any other distributions on the Common Stock or any other capital stock of the Corporation ranking junior to the Series B-2 Preferred Stock with respect to the payment of dividends or distribution of assets on liquidation, dissolution or winding up of the Corporation (the Common Stock and such other stock being herein referred to as “**Junior Stock**”), other than dividends or distributions paid in shares of Junior Stock, or (ii) make any payment on account of the purchase, redemption or other retirement of any Junior Stock or stock on parity with the Series B Preferred Stock.

Section 4. Ranking. The Series B-2 Preferred Stock shall rank on parity as to dividends and distributions of assets with the \$8.75 Voting Preferred Stock, \$100.00 Par Value, Series B previously issued by the Corporation.

Section 5. Voting Rights. The holders of shares of Series B-2 Preferred Stock shall have the following voting rights:

(A) Subject to the provision for adjustment hereinafter set forth, each share of Series B-2 Preferred Stock shall entitle the holder thereof to one vote on all matters submitted to a vote of the holders of Common Stock of the Corporation. In the event the Corporation shall at any time after March 20, 2014 (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the number of votes per share to which holders of shares of Series B-2 Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein or by law, the holders of shares of Series B-2 Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) Except as set forth herein, holders of Series B-2 Preferred Stock shall have no special voting rights, and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 6. Redemption.

(A) The Corporation may redeem shares of the Series B-2 Preferred Stock only (i) from WPI-ACP Holdings, LLC or its designee (“**WPI**”) and (ii) upon, and to the extent of, WPI’s election to exercise its option pursuant to that certain Option Agreement by and between the Corporation’s wholly owned subsidiary, Associated Citrus Packers, Inc., and an affiliate of WPI dated March 21, 2014 (the “**Option Agreement**”), under which such affiliate of WPI may elect to acquire certain property of the Corporation (the “**Option Property**”). Shares redeemed pursuant to redemption of Series B-2 Preferred Stock as described in the preceding sentence, shall be redeemed by the Corporation at a price equal to the Liquidation Value thereof, plus accrued and unpaid dividends thereon to the date fixed for redemption. In the event the Corporation shall at any time after March 20, 2014 (i) declare any dividend on Series B-2 Preferred Stock payable in shares of Series B-2 Preferred Stock, (ii) subdivide the outstanding Series B-2 Preferred Stock, or (iii) combine the outstanding Series B-2 Preferred Stock into a smaller number of shares, then in each case the Liquidation Value of the Series B-2 Preferred Stock, and the redemption price thereon shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Series B-2 Preferred Stock outstanding immediately after such event and the denominator of which is the number of shares of Series B-2 Preferred Stock that were outstanding immediately before such event.

(B) All proceeds from a redemption of Series B-2 Preferred Stock as described in subsection (A) above shall be used by WPI to pay the purchase price for the Option Property specified in the Option Agreement, as adjusted to reflect the percentage of the Option Property actually acquired by WPI pursuant to the Option Agreement.

(C) If the number of shares of Series B-2 Preferred Stock to be redeemed pursuant to subsection (A) above is less than a whole number of shares, then that number of shares shall be increased to the next higher number of whole shares and the exercise price specified in the Option Agreement shall be increased to an amount equal to such whole number of shares times the redemption price specified in subsection (A) above.

(D) Other than as specified in this Section 6, the Series B-2 Preferred Stock shall not be redeemable.

Section 7. Conversion. The holders of the shares of the Series B-2 Preferred Stock shall have the right, at their option, to convert such shares into shares of Common Stock of the Corporation (i) at any time prior to redemption, or (ii) in the event that the Option Agreement is terminated without all of the shares of Series B-2 Preferred Stock having been redeemed, within 30 calendar days following such termination, in either case on and subject to the following terms and conditions:

(A) The shares of the Series B-2 Preferred Stock shall be convertible at the office of the Corporation and at such other office or offices, if any, as the Board of Directors may designate, into that number of fully paid and nonassessable shares (calculated as to each conversion to the nearest 1/100 of a share) of Common Stock of the Corporation, equal to the Liquidation Value per share divided by the Conversion Price, determined as hereinafter provided, in effect at the time of conversion. The price (herein called the “**Conversion Price**”) shall be the greater of (a) the then-market price of the Common Stock based upon the closing price of the Common Stock on the NASDAQ Stock Market, LLC or on such other principal market on which the Common Stock may then be trading and (b) \$15.00 per share of Common Stock. The Conversion Price shall be adjusted in certain instances as provided in subsections (C), (D) and (E) below.

(B) In order to convert shares of the Series B-2 Preferred Stock into Common Stock the holder thereof shall surrender at the office hereinabove mentioned the certificate or certificates therefor (duly endorsed or assigned to the Corporation or in blank and with signatures guaranteed, in each case if the Board of Directors shall so require), and give written notice to the Corporation at said office that such holder elects to convert such shares. Shares of the Series B-2 Preferred Stock surrendered for conversion during the period from the close of business on any record date for the payment of a dividend on the Series B-2 Preferred Stock to the opening of business on the date of payment of such dividend shall (except in the case of shares which have been called for redemption on a redemption date within such period) be accompanied by payment of an amount equal to the dividend payable on such dividend payment date on the shares of the Series B Preferred Stock being surrendered for conversion, plus any amounts payable pursuant to subsection (J) below. Except as provided in the preceding sentence, no payment or adjustment shall be made upon any conversion on account of any dividends accrued on the shares of the Series B-2 Preferred Stock surrendered for conversion or on account of any dividends on the Common Stock issued upon conversion.

Shares of the Series B-2 Preferred Stock shall be deemed to have been converted immediately prior to the close of business on the day of the surrender of such shares for conversion in accordance with the foregoing provision, and the person or person entitled to receive the Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Common Stock at such time. As promptly as practicable on or after the conversion date, the Corporation shall issue and deliver at said office a certificate or certificates for the number of shares of Common Stock issuable upon such conversion to the person or persons entitled to receive the same. In case shares of the Series B-2 Preferred Stock are called for redemption, the right to convert such shares shall cease and terminate at the close of business on the date fixed for redemption, unless default shall be made in payment of the redemption price.

(C) In case the Corporation shall pay or make a dividend or other distribution on any class of capital stock of the Corporation in Common Stock, the Conversion Price in effect on the day following the date fixed for the determination of shareholders entitled to receive such dividend or other distribution shall be reduced by multiplying such Conversion Price by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and the denominator shall be the sum of such number of shares and the total number of shares constituting such dividend or other distribution, such reduction to become effective immediately after the opening of business on the day following the dated fixed for such determination.

(D) In the case outstanding shares of Common Stock shall be subdivided into a greater number of shares of Common Stock, the Conversion Price in effect on the day following the day upon which such subdivision becomes effective shall be proportionately reduced, and, conversely, in case outstanding shares of Common Stock shall each be combined into a smaller number of shares of Common Stock, the Conversion Price in effect on the day following the day upon which such combination becomes effective shall be proportionately increased, such reduction or increase, as the case may be, to become effective on the day following the day upon which such subdivision or combination becomes effective.

(E) The Corporation may make such reductions in the Conversion Price, on the advice of legal counsel, in addition to those required by subsections (C) and (D) above, as it considers to be advisable in order that the number of shares of Common Stock into which the Series B-2 Preferred Stock is convertible does not become unfairly diluted or increased as a result of changes in the Corporation's capital structure.

(F) Whenever the Conversion Price is adjusted as herein provided:

(i) the Corporation shall compute the adjusted Conversion Price in accordance with this Section 7 and shall prepare a certificate signed by the Chief Financial Officer of the Corporation setting forth the adjusted Conversion Price and showing in reasonable detail the facts upon which such adjustment is based; and

(ii) a notice stating that the Conversion Price has been adjusted and setting forth the adjusted Conversion Price shall forthwith be required, and as soon as practicable after it is required, such notice shall be mailed to the holders of record of the outstanding shares of the Series B-2 Preferred Stock; *provided, however*, that if, within 10 days after the completion of mailing such a notice, an additional notice is required, such additional notice shall be deemed to be required pursuant to this clause (ii) as of the opening of business on the tenth day after such completion of mailing and shall set forth the Conversion Price as adjusted at such opening of business, and, upon the completion of mailing of such additional notice, no other notice need be given of any adjustment in the Conversion Price occurring at or prior to such opening of business and after the time that the next preceding notice given by mail became required.

(G) In case:

(i) the Corporation shall declare a dividend (or any other distribution) on its Common Stock payable otherwise than in cash out of the funds of the Corporation legally available therefor;

(ii) the Corporation shall authorize the granting to the holders of its Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any other rights;

(iii) of any reclassification of the capital stock of the Corporation (other than a subdivision or combination of its outstanding shares of Common Stock), or of any consolidation or merger to which the Corporation is a party and for which approval of any shareholders of the Corporation is required, or of the sale or transfer of all or substantially all of the assets of the Corporation; or

(iv) of the voluntary or involuntary dissolution, liquidation or winding up of the Corporation;

then the Corporation shall cause to be mailed to the holders of record of the outstanding shares of the Series B-2 Preferred Stock, at least 20 days (or 10 days in any case specified in clause (i) or (ii) above) prior to the applicable record date hereinafter specified, a notice stating (x) the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution, rights or warrants are to be determined, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up is expected to become effective, and the date as of which it is expected that the holders of Common Stock of record shall be entitled to exchange their shares of Common stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up.

(H) The Corporation shall at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock, for the purpose of effecting the conversion of the shares of the Series B-2 Preferred Stock, the full number of shares of Common Stock then deliverable upon the conversion of all shares of the Series B-2 Preferred Stock then outstanding.

(I) No fractional shares of Common Stock shall be issued upon conversion, but instead the holder of Series B-2 Preferred Stock shall pay to the Corporation for that fraction of a share necessary to round up to the next higher number of whole shares of Common Stock an amount equal to the same fraction of the market price per share of Common Stock (as determined by the Board of Directors) at the close of business on the day of conversion.

(J) The Corporation will pay any and all taxes that may be due and payable by the Corporation in respect of the issue or delivery of shares of Common Stock on conversion of shares of the Series B-2 Preferred Stock pursuant hereto.

(K) For the purpose of this Section7, the term "Common Stock" shall include any stock of any class of the Corporation which has no preference in respect of payment of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation and which is not subject to redemption by the Corporation. However, shares issuable on conversion or shares of the Series B-2 Preferred Stock shall include only shares of the class designated as Common Stock of the Corporation as of March 20, 2014, or shares of any class or classes resulting from any reclassification or reclassifications thereof and which have no preference in respect of payment of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation and which are not subject to redemption by the Corporation; *provided that*, if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion which the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

Section 8. Reacquired Shares. So long as WPI owns any shares of Series B-2 Preferred Stock, the Corporation shall not authorize, issue or reissue any shares of Series B-2 Preferred Stock, other than to WPI pursuant to the Option Agreement or as otherwise required herein. Any shares of Series B-2 Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein.

Section 9. Liquidation Preference.

(A) In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any payment or distribution of the assets of the Corporation available for distribution to the shareholders shall be made to or set apart for the holders of the Common Stock or any other series or class of shares of the Corporation ranking junior to the Series B-2 Preferred Stock upon liquidation, dissolution or winding up, the holders of the shares of the Series B-2 Preferred Stock shall be entitled to receive a liquidation preference equal to the Liquidation Value per share plus an amount equal to all dividends (whether or not earned or declared) accrued and unpaid thereon to the date of final distribution to such holders, but such holders shall not be entitled to any further payment. If, upon any liquidation, dissolution or winding up of the Corporation, the assets of the Corporation, or proceeds thereof, distributable among the holders of the shares of the Series B-2 Preferred Stock shall be insufficient to pay in full the preferential amount aforesaid and full liquidating payments on any other Preferred Stock ranking as to liquidation, dissolution or winding up on a parity with the Series B-2 Preferred Stock, then such assets, or the proceeds thereof, shall be distributed among the holders of the Series B-2 Preferred Stock and any such other Preferred Stock ratably in accordance with the respective amounts which would be payable upon liquidation, dissolution or winding up on such shares of the Series B-2 Preferred Stock and any such other Preferred Stock if all amounts payable thereon were paid in full. For the purposes of this Section 9, a consolidation or merger of the Corporation with one or more corporations shall not be deemed to be a liquidation, dissolution or winding up, voluntary or involuntary.

(B) Subject to the rights of the holders of shares of any series or class of shares ranking on a parity with the Series B-2 Preferred Stock upon liquidation, dissolution or winding up, upon any liquidation, dissolution or winding up of the Corporation, after payment shall have been made in full to the holders of the Series B-2 Preferred Stock as provided in this Section 9, but not prior thereto, the holders of the Common Stock or any other series or class of stock ranking junior to the Series B-2 Preferred Stock upon liquidation shall, subject to the respective terms and provisions (if any) applying thereto, be entitled to receive any and all assets remaining to be paid or distributed, and the Series B-2 Preferred Stock shall not be entitled to share therein.

Section 10. Transfer Restriction. The shares of Series B-2 Preferred Stock may not be transferred without the consent of the Corporation, which shall not be unreasonably withheld.

Section 11. Amendment. At any time when any shares of Series B-2 Preferred Stock are outstanding, the Restated Certificate of Incorporation of the Corporation, including the terms of this Certificate of Designation, shall not be amended in any manner which would materially alter or change the powers, preferences or special rights of the Series B-2 Preferred Stock so as to affect them adversely without the affirmative vote of the holders of a majority or more of the outstanding shares of Series B-2 Preferred Stock, voting separately as a class.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, we have executed and subscribed this Certificate and so affirm the foregoing as true under the penalties of perjury this 20th day of March, 2014.

/s/ Harold S. Edwards
Harold S. Edwards
President and Chief Executive Officer

ATTEST:

/s/ Joseph D. Rumley
Joseph D. Rumley
Secretary

SERIES B-2 PREFERRED STOCK PURCHASE AGREEMENT

This SERIES B-2 PREFERRED STOCK PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of the 21st day of March, 2014 by and between Limoneira Company, a Delaware corporation (“**Company**”) and WPI-ACP Holdings, LLC, a Delaware limited liability company, or its assignee (the “**Purchaser**”).

Background:

A. The Company wishes to sell, and Purchaser wishes to purchase, 9,300 shares of the Company’s 4% Voting Preferred Stock, \$100.00 Par Value, Series B-2 as set forth in the Certificate of Designations in substantially the form attached hereto as Exhibit A (the “**Series B-2 Preferred Stock**”) upon the terms and subject to the conditions set forth in this Agreement;

B. The Preferred Stock will be sold pursuant to an exemption from registration under the Securities Act of 1933, as amended (the “**Securities Act**”), and the rules and regulations promulgated thereunder by the United States Securities and Exchange Commission (the “**SEC**”); and

C. Concurrently with the First Closing (as defined below) the Purchaser will enter into an option agreement entitling Purchaser with the right to purchase up to one-half of that certain 1,284 gross acres of land commonly referred to as Associated Citrus Packers Property (“**ACP Property**”) and certain other agreements relating to the development of certain water rights relating to the ACP Property (the “**Transaction**”).

Statement of Agreement:

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURCHASE AND SALE OF PREFERRED STOCK.

1.1 Sale and Issuance of Series B-2 Preferred Stock.

(a) Company shall adopt and file with the Secretary of State of the State of Delaware on or before the First Closing, the Certificate of Designation, Preferences and Rights in the form of Exhibit A attached hereto (the “**Certificate**”).

(b) Subject to the terms and conditions of this Agreement, the Purchaser agrees to purchase and Company agrees to sell and issue to the Purchaser (i) at the First Closing, 2,300 shares of Series B-2 Preferred Stock for an aggregate purchase price of \$2,300,000, and (ii) at the Second Closing (as defined below), 7,000 shares of Series B-2 Preferred Stock for an aggregate purchase price of \$7,000,000. The shares of Series B-2 Preferred Stock issued to the Purchaser pursuant to the First Closing shall be referred to in this Agreement as the “**Initial Shares**,” the shares of Series B-2 Preferred Stock issued to the Purchaser Pursuant to the Second Closing shall be referred to in this Agreement as the “**Subsequent Shares**” and the Initial Shares and Subsequent Shares shall be collectively referred to in this Agreement as the “**Shares**.”

(c) In the event that Purchaser fails to purchase all or part of the Subsequent Shares on or before the Second Closing, Purchaser and the Company agree to enter into an amendment to the Option Agreement (defined below) reflecting that the portion of the ACP Property which the Purchaser shall have the right to purchase pursuant to the Option Agreement shall be reduced by multiplying one-half times a fraction the numerator of which shall be \$2,300,000 and the denominator of which shall be \$9,000,000 and the number of Shares which the Company shall be obligated to sell to the Purchaser shall be reduced to 2,300. Other than the amendment of the Option Agreement noted above, there shall be no other conditions to or recourse for Purchaser for failing to make all or part of the Subsequent Payment.

1.2 Closing: Delivery.

(a) The initial purchase and sale of the Shares shall take place remotely via the exchange of documents and signatures, at 10:00 a.m., on March 20, 2014, or at such other time and place as Company and the Purchaser mutually agree, orally or in writing (which time and place are designated as the “**First Closing**”). The second purchase and sale of the Shares shall take place remotely at 10:00 a.m. on or before April 30, 2014, or at such other time and place as Company and the Purchaser mutually agree, orally or in writing (the “**Second Closing**,” and together with the First Closing (the “**Closings**”). At no point between the First Closing and the Second Closing shall the Company issue additional Shares or transfer ownership of the Shares without Purchaser’s prior written consent.

(b) At each Closing, Company shall deliver to the Purchaser a certificate representing the Shares being purchased by such Purchaser at such Closing against payment of the consideration therefor by check payable to Company or by wire transfer to a bank account designated by Company.

1 . 3 Defined Terms Used in this Agreement. In addition to the terms defined above, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

(a) “**Option Agreement**” means the Option Agreement from the Company’s wholly owned subsidiary, Associated Citrus Packers, Inc., to an affiliate of the Purchaser entered into on the date hereof.

(b) “**Tenancy in Common Agreement**” means the Tenancy in Common Agreement between the Company and an affiliate of the Purchaser to be attached to the Option Agreement.

(c) “**Water Development Agreement**” means the Water Development Agreement between the Company and an affiliate of the Purchaser entered into on the date hereof.

(d) “**Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(e) “**Transaction Agreements**” means this Agreement, the Option Agreement, the Tenancy in Common Agreement, the Water Development Agreement and any other agreements, instruments or documents entered into in connection with this Agreement.

2 . REPRESENTATIONS AND WARRANTIES OF COMPANY . Company hereby represents and warrants to the Purchaser that, the following representations are true and complete as of the date of the Closings, except as otherwise indicated.

2.1 Organization, Good Standing, Corporate Power and Qualification. Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted.

2.2 Capitalization. The authorized capital of Company consists, on or before the First Closing, of:

(a) 19,900,000 shares of common stock, par value \$0.01 per share (the “**Common Stock**”), 14,036,803 shares of which are issued and outstanding as of December 31, 2013.

(b) 50,000 shares of Preferred Stock, par value \$.01 per share (the “**Class A Preferred Stock**”) of which 20,000 shares have been designated Series A Junior Participating Preferred Stock, \$.01 per value, none of which are issued and outstanding as of the date hereof.

(c) 50,000 shares of Preferred Stock, par value \$100.00 per share (the “**Class B Preferred Stock**”) of which (i) 30,000 shares have been designated \$8.75 Voting Preferred Stock, \$100.00 par value per share (the “**Series B Preferred Stock**”), 30,000 shares of which are issued and outstanding as of December 31, 2013, and (ii) 10,000 shares of 4% Voting Preferred Stock, \$100.00 par value (the “**Series B-2 Preferred Stock**”) none of which are issued and outstanding as of the date hereof.

2 . 3 Authorization. All corporate action required to be taken by Company’s Board of Directors in order to authorize Company and/or its subsidiaries to enter into the Transaction Agreements, and to issue the Shares at the Closings and the Common Stock issuable upon conversion of the Shares, has been taken or will be taken prior to the First Closing. All action on the part of the officers of Company and/or its subsidiaries necessary for the execution and delivery of the Transaction Agreements, the performance of all obligations of Company and/or its subsidiaries under the Transaction Agreements to be performed as of each Closing, and the issuance and delivery of the Shares has been taken or will be taken prior to the First Closing. The Transaction Agreements, when executed and delivered by Company and/or its subsidiaries, shall constitute valid and legally binding obligations of Company, enforceable against Company in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors’ rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.4 Valid Issuance of Shares. The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. Assuming the accuracy of the representations of the Purchaser in Section 3 of this Agreement and subject to the filings described in Section 2.5(ii) below, the Shares will be issued in compliance with all applicable federal and state securities laws. The Common Stock issuable upon conversion of the Shares has been duly reserved for issuance, and upon issuance in accordance with the terms of the Certificate, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Transaction Agreements, applicable federal and state securities laws and liens or encumbrances created by or imposed by a Purchaser. Based in part upon the representations of the Purchaser in Section 3 of this Agreement, and subject to Section 2.5 below, the Common Stock issuable upon conversion of the Shares will be issued in compliance with all applicable federal and state securities laws.

2.5 Governmental Consents and Filings. Assuming the accuracy of the representations made by the Purchaser in Section 3 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of Company in connection with the consummation of the transactions contemplated by this Agreement, except for (i) the filing of the Certificate, which will have been filed as of the Closing, and (ii) filings pursuant to Regulation D of the Securities Act, and (iii) [insert any other filings that may be required with respect to the Transaction Agreements], which have been made or will be made in a timely manner.

3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER. The Purchaser hereby represents and warrants to Company that:

3.1 Authorization. The Purchaser has full power and authority to enter into the Transaction Agreements. The Transaction Agreements to which the Purchaser is a party, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3 . 2 Purchase Entirely for Own Account. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Shares to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the Shares. The Purchaser has not been formed for the specific purpose of acquiring the Shares.

3 . 3 Purchaser Due Diligence. The Purchaser has had an opportunity to discuss Company's business, management, financial affairs and the terms and conditions of the offering of the Shares with Company's management and has had an opportunity to review Company's facilities. The foregoing, however, does not limit or modify the representations and warranties of Company in Section 2 of this Agreement or the right of the Purchaser to rely thereon.

3 . 4 Restricted Securities. The Purchaser understands that the Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that Company has no obligation to register or qualify the Shares, or the Common Stock into which it may be converted, for resale. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to Company which are outside of the Purchaser's control, and which Company is under no obligation and may not be able to satisfy.

3 . 5 No Public Market. The Purchaser understands that no public market now exists for the Shares, and that Company has made no assurances that a public market will ever exist for the Shares.

3.6 Legends. The Purchaser understands that the Shares and any securities issued in respect of or exchange for the Shares, may bear one or all of the following legends:

- (a) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933." THE SERIES B-2 PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE MAY NOT BE TRANSFERRED WITHOUT THE CONSENT OF THE COMPANY.

(b) Any legend set forth in, or required by, the other Transaction Agreements.

(c) Any legend required by the securities laws of any state to the extent such laws are applicable to the Shares represented by the certificate so legended.

3 . 7 Accredited Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3 . 8 No General Solicitation. Neither the Purchaser, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Shares.

3 . 9 Principal Place of Business. The office or offices of the Purchaser in which its principal place of business is identified in the address or addresses of the Purchaser set forth on the signature page to this Agreement.

4 . **CONDITIONS TO THE PURCHASER'S OBLIGATIONS AT THE CLOSINGS.** The obligations of the Purchaser to purchase the Shares at the Closings are subject to the fulfillment, on or before each Closing, of each of the following conditions, unless otherwise waived:

4 . 1 Representations and Warranties. The representations and warranties of Company contained in Section 2 shall be true and correct in all respects as of each Closing.

4 . 2 Performance. Company shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by Company on or before each Closing.

4.3 Compliance Certificate. The President of Company shall deliver to the Purchaser at each Closing a certificate certifying that the conditions specified in Sections 4.1 and 4.2 have been fulfilled.

4.4 Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement and the completion of the transactions contemplated by the Transaction Agreements shall be obtained and effective as of each Closing.

4 . 5 Transaction Agreements. Company (and its subsidiaries as applicable) and the Purchaser shall have executed and delivered each of the Transaction Agreements.

4 . 6 Certificate. Company shall have filed the Certificate with the Secretary of State of Delaware on or prior to the First Closing, which shall continue to be in full force and effect as of the Closings.

4 . 7 Consents. All consents of third parties that are required in connection with the completion of the transactions contemplated by the Transaction Agreements shall be obtained and effective as of each Closing.

4.8 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closings and all documents incident thereto shall be reasonably satisfactory in form and substance to the Purchaser, and the Purchaser (or its counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested. Such documents may include good standing certificates.

5. CONDITIONS OF COMPANY'S OBLIGATIONS AT CLOSING. The obligations of Company to sell the Shares to the Purchaser at the Closings are subject to the fulfillment, on or before each Closing, of each of the following conditions and no other conditions unless expressly outlined herein and unless otherwise waived:

5.1 Representations and Warranties. The representations and warranties of the Purchaser contained in Section 3 shall be true and correct in all respects as of each Closing.

5.2 Performance. The Purchaser shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by them on or before such Closing.

5.3 Compliance Certificate. The President of the Purchaser shall deliver to Company at each Closing a certificate certifying that the conditions specified in Sections 5.1 and 5.2 have been fulfilled.

5.4 Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement and the completion of the transactions contemplated by the Transaction Agreements shall be obtained and effective as of each Closing.

5 . 5 Transaction Agreements. Each of Company and the Purchaser shall have executed and delivered each of the Transaction Agreements to which it is a party.

5 . 6 Consents. All consents of third parties that are required in connection with the completion of the transactions contemplated by the Transaction Agreements shall be obtained and effective as of each Closing.

5.7 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closings and all documents incident thereto shall be reasonably satisfactory in form and substance to each party, and each party (or its counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested. Such documents may include good standing certificates.

6. MISCELLANEOUS.

6 . 1 Survival of Warranties. Unless otherwise set forth in this Agreement, the representations and warranties of Company and the Purchaser contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closings and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Purchaser or Company.

6 . 2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6 . 3 Governing Law. This Agreement shall be governed by the internal laws of the State of Delaware, without regard to its conflict of laws principles.

6 . 4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6 . 5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6 . 6 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 6.6. If notice is given to the Company, a copy shall also be sent to: Squire Sanders (US) LLP, 221 E. Fourth St., Suite 2900, Cincinnati, Ohio 45202 Attn: Toby D. Merchant, Esq.

6.7 No Finder's Fees. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. The Purchaser agrees to indemnify and to hold harmless Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Purchaser or any of its officers, employees, or representatives is responsible. Company agrees to indemnify and hold harmless the Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which Company or any of its officers, employees or representatives is responsible.

6.8 Fees and Expenses. Each party shall be responsible for payments of their own fees and expenses with regards to the transactions described in this Agreement.

6.9 Amendments and Waivers. Any term of this Agreement may be amended, terminated or waived only with the written consent of Company and the Purchaser. Any amendment or waiver effected in accordance with this Section 6.9 shall be binding upon the Purchaser and each transferee of the Shares (or the Common Stock issuable upon conversion thereof), each future holder of all such securities, and Company.

6.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.11 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.12 Entire Agreement. This Agreement (including the Exhibits hereto), the Certificate and the other Transaction Agreements constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Series B-2 Preferred Stock Purchase Agreement as of the date first written above.

COMPANY:

LIMONEIRA COMPANY

By: /s/ Harold S. Edwards

Name: Harold S. Edwards
(print)

Title: President and CEO

Address: 1141 Cummings Road, Santa Paula, CA 93060

PURCHASER:

WPI-ACP HOLDINGS, LLC

By: **WATER PROPERTY INVESTOR, LP**

Name: /s/ Marc Robert
(print)

Title: Member

Address: 509 Madison Avenue, Suite 804 New York, NY 10022

SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT

EXHIBIT A

FORM OF CERTIFICATE OF DESIGNATION, PREFERENCES AND RIGHTS

[See Exhibit 3.1 to this Current Report]
