

EXHIBIT F


JEO – NFI
Operating Agreement
Letter of Intent

- (1) NFI agrees to sell only Johnson's Emu Oil in any of its current and future trademarked products that contain Emu Oil.
- (2) NFI and JEO will jointly own any current and future trademarks of products that contain Johnson's Emu Oil
- (3) NFI agrees to purchase 250,000 4-oz. bottles (\$3.20 cost) and 50,000 12-oz. Bottles (\$7.50 cost) of Pain Solutions Super Strength Blue EMU™ by 9-1-02.
- (4) NFI agrees to purchase 2,000,000 4-oz. bottles (one 12-oz. Bottles is equivalent to two 4-oz. Bottles) of Super Strength Blue EMU by 6-30-03.
- (5) NFI will make a sum of \$250,000 available to JEO for the purchase of EMU oil from other Emu Oil producers between now and 10-1-02. This money will be paid back to NFI by 12-1-02.
- (6) Johnson Emu Oil will grant NFI Dietary Supplements exclusive worldwide distribution, marketing, and advertising rights of any products containing Johnson's Emu Oil.
 - a. Current distributors of Johnson's Emu Oil based products with existing contracts will continue to distribute the products until their contracts are expired. At that time each distributor will be evaluated and JEO and NFI will jointly decide whether to renew their agreement.
 - b. Any new distributors will be approved jointly by JEO and NFI

Signed By:



John Johnson



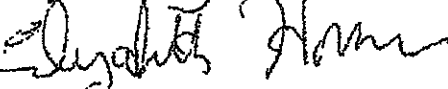
Andrew Martin



Richard Guy



Larry Chriscoe



Elizabeth Horner

Executed on this 10th day of May, 2002.