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1 August 1, 2022

2  
3 Hon. Merrick Garland  
4 Attorney General  
5 Department of Justice  
6 950 Pennsylvania Ave NW  
7 Washington, DC 20530  
8

9 Mr. Damian Williams  
10 US Attorney for the Southern District of New York  
11 One St. Andrews Plaza  
12 New York, NY 10007  
13

14 Mr. George Turner  
15 Attorney  
16 US Attorney for the Southern District of New York  
17 One St. Andrews Plaza  
18 New York, NY 10007  
19  
20

21 RE: Politics and "National Security" - Mass Casualty Events Prior to and During Bush 43 Tenure

22  
23 Good day –  
24

25 It appears that "William Drumm," ostensibly my direct supervisor at Establish, Inc in Fort  
26 Lee, NJ, beginning in August 2007, and the person responsible for hiring me out of a Boston,  
27 MA homeless shelter to a \$140,000 base salary "consulting manager job" may well have been  
28 the now retiring justice reporter at NBC News, Pete Williams." Mr. "Drumm" had male pattern  
29 baldness, Mr. Williams has either hair or a wig when appearing on television, but the facial  
30 structure was quite similar, if not the same, as Mr. Williams.  
31

32 This specific connection is significant because, as I learned in the announcement of his  
33 retirement, he had a close relationship with Dick Cheney, the former Ford White House Chief of  
34 Staff, Wyoming Representative, DOD Secretary, and Bush 43 Vice President. During one of my  
35 trips to DC in 2000-2002, Mr. Cheney's VP limousine passed my halted taxicab as he traveled  
36 away from the Capitol toward the White House or Naval Observatory as I transited to my hotel  
37 near the Capitol during an AeA Board meeting in DC. (American Electronics Association, now  
38 called TechAmerica, represented tech companies including Intel, Motorola, Microsoft, etc.) It's  
39 quite probable this cameo was carefully timed. Two men I encountered the next day specifically  
40 asked me who I had seen in the limo. I misidentified VP Cheney as possibly a South Korean  
41 government official. They corrected me, pointing out it was the VP. I don't recall what cover  
42 legend they were using at the time, but they were likely Secret Service agents posing as AeA  
43 Board meeting attendees.  
44

45 Coincidentally, Secret Service routed the President's "Beast" (empty) past my Cliffside  
46 Park residence on Palisade Avenue sometime between early 2009 and October 2010, during the  
47 Obama administration. This was an unusual routing given the tight "tee" intersection about a  
48 half mile south, and the four wide lanes of River Road, about 1200 feet east of Palisade Avenue  
49 along the Hudson River. The "beast" appeared traveling south along the relatively narrow  
50 Palisade Avenue, a few seconds after I had likely been BRMT brain hacked/hijacked to the  
51 kitchen window on the northwest corner of my apartment. I spent almost all my waking hours,  
52 except while cooking or washing dishes, on the east side, with its southerly and easterly view of  
53 the Hudson River and NYC skyline.

54  
55 Shortly before I was removed from that apartment, I received a clearly audible directive  
56 stating the Secret Service was directing me to go to the basement of my apartment building.  
57 This was a compelling aural "hallucination," sounding much like you would hear in an earpiece,  
58 as described in my civil complaint (DC US 22-cv-996) and again below. Two women standing at  
59 the doorway of the apartment directly below mine witnessed my first descent of the stairs to  
60 the basement. It is probable I met one of them later in another scenario in the state of Idaho  
61 mentioned below, though that is not yet certain.

## 62 63 **Mass Casualty Connections**

64  
65 It was during Bush 43 that the two events with mass casualty potential occurred. The  
66 Conyers, GA Bio-Lab warehouse fire, involving 250,000 pounds of chlorine pellets, broke out  
67 mysteriously in the early morning hours of May 25, 2004. Chlorine gas spread throughout the  
68 area and thousands of local residences and businesses had to be evacuated. This occurred just a  
69 few weeks after my visit to Bio-Lab's ostensible headquarters location in Lawrenceville, GA to  
70 meet with Zoe Schumaker, Great Lakes Chemical's CIO and her Bio-Lab IT team. This potential  
71 mass casualty event occurred a few months before the 2004 reelection of Bush/Cheney.

72  
73 The US Airways 1549 emergency landing in the Hudson River on January 15, 2009,  
74 occurred in my view five days after President Bush left office. As you know, this emergency  
75 landing imperiled the lives of 150 passengers and five crew members. The emergency landing  
76 was likely caused by a precisely timed flight of Canadian Geese as the aircraft left LaGuardia and  
77 headed west toward New Jersey. The Canadian Geese entered the flight path of the aircraft in  
78 sufficient number to cause a dual engine flame-out. The jet was in a nose-up climb, so the pilots  
79 view of objects at the same altitude would have been impaired, so they likely were not able to  
80 see and avoid the birds.

81  
82 As mentioned in my letters dated May 16, and June 13, 2022, two smaller flights of  
83 Canadian Geese had passed directly over my apartment building in Cliffside Park, NJ during the  
84 preceding weeks. These geese flew at about 20 to 30 feet above the parapet height of my  
85 building, so it is very likely they were intended to send a tradecraft message and not merely  
86 coincidental sightings. It is also likely that the carefully constructed visual image (not an actual  
87 aircraft) of an impossibly long open bomb bay on the bottom of a rapidly climbing eastbound

jet a short distance north of my apartment occurred in the weeks leading up to these flights, though I cannot currently place it at that point in the sequence with certainty.

At the time, I had no knowledge of what these seemingly random and sometimes bizarre sequences of signs, symbols, and visual imagery met. They are created, man-made, not visions or prophecies or delusions, and are consistent with intelligence community technology and tradecraft. These types of sightings, and their non-random but ambiguous visual symbolism, which is occasionally aural as well, have seemed to follow me around like a bad luck charm for some time now as part of US intel community tradecraft, and in major powers international messaging in military and intelligence circles. I'm not the reason for this, of course. It is the "national security" connection with POTUS that is at the root of the issue.

This travesty will inevitably become part of the public discourse soon. More recent events also figure in this travesty and tragedy. If the press reports I saw online were accurate, BRMT may figure in the NYC murder trial of the May 2022 Manhattan Bridge Q train killer in the very near future. The reported peculiar behavior of the suspect in the moments before the shooting was discussed in my June 17, 2022 letter. It is even possible BRMT played a role in the recent death of Ivana Trump. The nature of the injuries cited in press reports seemed somewhat unusual given where she was found. The precursor events in Grand Central Terminal were described in my July 18, 2022 letter. The mere possibility this foreshadowed the actual events could spark an extremely adverse political reaction across the United States.

Regardless, these malign activities can no longer be covered up. They must be the subject of thorough and independent investigation by people with sufficient knowledge and expertise and impeccable backgrounds and reputations.

### **Recent Background to These and Other Events**

According to the Executive Director of American Electronics Association (AeA) for Washington state, who then reported to me in my role as the Chair of the volunteer Board for this industry trade association, President Bush 43 expressed interest in visiting the Pacific Northwest in 2002. I considered options for his visit and decided on the spot we were not well positioned to host his visit. He went to a tech company, InFocus, in the Portland, Oregon area instead.

President Bush 41 was previously the Director of CIA in 1976. The Cheney, Bush, Rumsfeld, and Helms families were well known to each other at least back to the Nixon administration. The public rollout of In-Q-Tel, the CIA's venture capital arm, occurred at an AeA Board meeting in DC sometime in May 2001 or 2002, during Bush 43. Two "Fay Ranches" real estate agents, David Halgerson and Curtis Feeney, who accompanied me on an August 8, 2017 tour of a Teton County, Idaho ranch, mentioned a prior tour of the ranch with Don Rumsfeld. They waited while a third agent from Jackson Hole Sotheby's International Real Estate, Joanne LaBelle, conducted a tour of a 240 acre ranch near Tetonia, Idaho. We then returned to my hotel in Idaho Falls, a few miles from Skaar Land and Livestock, a cattle feedlot and farming

operation which I had toured with Sam Sanders, a Salt Lake City based agent of Swan Land Company, while exploring yet another wrecked attempt at private enterprise.

While in DC for one of those Spring 2000-2002 Board meetings, I spent about 90 minutes discussing higher education issues with Representative Jennifer Dunn (R-WA) in a DC House office building in the presence of one staffer in 2001 or 2002. Rep. Dunn was notably close to Bush 43. The room we met in was lit more like a television studio than an office. We sat facing in the same direction, chairs angled toward each other in a configuration like a television interview, though such an event was never my understanding of the purpose for my visit. The reason for this unusual set-up and the extraordinary amount of time she spent in a meeting with me as one constituent remains unclear to me.

I also note that I spent some time with Representative Adam Smith, both in the Seattle area and in Washington, DC, during my tenure with AeA. I explained my problems with FBI to him briefly in the middle of 2005. I had mailed a series of FTCA claim letters, some of which did not result in evidence of receipt and let him know of these problems. I later traveled to DC in September 2005 to hand deliver FTCA complaint letters to DOJ, FBI, IRS, and EOP.

There may be further references to these types of events in my handwritten notes and records from my Kirkland, WA residence through late 2005. These records were likely photographed at some point during the shipping process between my parent's home in Pierce County, WA and my residences in Cliffside Park, NJ and Ramsey, NJ. I am uncertain which agency would have photographed the documents, but it is highly likely some federal agency did so given the intensity of the interest in my situation. Electronic records may also be available from the hard drive of a computer used during that time. A complete copy of the contents was provided to Mr. Drumm shortly after my fake employment at Establish, Fort Lee, NJ began in August 2007.

## Historical Background

Political partisans in the Executive and in Congress, as well as the courts acting under *U.S. v Reynolds* (1953), perpetuate this blindness to the two branches functional (or fictional) support of the "rule of law" and "national security." The surreptitious lawlessness grows ever more bold, intrusive, and destructive to the People, their liberty and personal safety. As technological developments accelerate and the costs of computing power and communications technologies grow ever cheaper, this lawless approach to police powers and national security will continue to grow just as any unchecked criminal enterprise does. And it's a more direct threat to the People than the Mob or MS-13 because it masquerades as the "law" while engaging in lawless activities.

I note that MKUltra (CIA) and Cointelpro (FBI) both reported to the respective Directors. They continued from the early 1950s into the 1970s and were never noted by the Inspectors General responsible for these agencies. Frank Olsen, a CIA MKUltra researcher turned potential whistleblower died as that program was beginning its decades long run in 1953. He "fell" from a

10<sup>th</sup> floor hotel room window across from NYC's Penn Station. He shared the hotel room with the personal assistant to the MKUltra program director. He was found on the sidewalk below with a cup shaped depression consistent with blunt force trauma to the back of his skull, a curious injury for someone who collided with a flat sidewalk. FBI's Cointelpro spied on many civil rights activists for decades, notably including Dr. Martin Luther King Jr. FBI staged fake political events, conducted illegal break-ins, filmed, wire-tapped, and engaged in mail fraud and numerous other felonies.

After ordering the MKUltra evidence destroyed, CIA Director Richard Helms was appointed Ambassador to Iran in 1973 and was "disappeared" from the Washington DC stage to Tehran. FBI Director Hoover retired in 1974 to great honor and acclaim, having violated, along with his management team, field office SACs, and hundreds of agents, the constitutional rights and civil rights of millions. FBI committed hundreds, thousands, or tens of thousands of felonies under color of law in violation of the Constitution's explicit language, the KKK Act of 1871, the 1964 Civil Rights Act, and the RICO Act of 1970, among others.

### **Constitutional and Civil Rights of Subjects and Suspects**

Active suspects, subjects, and persons of interest have long enjoyed more civil and constitutional rights than I have. They continued their criminal sprees for decades, constitutionally protected. At least one was even institutionally protected. John Gotti, the infamous mob boss in the greater New York City/New Jersey area, lived quietly in NYC for decades as he pursued various criminal enterprises. Whitey Bulger, the Boston, MA crime boss worked with a childhood friend in the much vaunted Boston Field Office of FBI, then lived quietly for decades in the Los Angeles area, his retirement fund stashed in plastic bags in the walls of his apartment. His gang murdered and benefitted from drugs, prostitution, corrupt contracts, and other crimes under the watchful eye and protection of FBI.

The Pierce County, Washington Sheriff, George Janovich, pursued a 30 year police powers career, rising from patrol deputy to detective to Criminal Division Head to Sheriff to six years in federal prison for racketeering. He was an ally of another small-time mob family engaged in drugs, prostitution, arson, extortion, and gambling. But, unlike my undercover "produce industry consultant" from 2015-2017, Sheriff Joe Arpaio of Maricopa County, Arizona, who worked to wreck yet another in my series of entrepreneurial enterprises, RICO convict Janovich had no President 45 available to pardon him.

Another example, the Green River Killer in King County, Washington, held a steady job as a truck painter and had a reliable income from the early 1980s when his spree began until his arrest in 2001, while he painted about 10,000 trucks and killed an estimated 71 women and teenage girls. He passed a polygraph test in 1982 (by which time he had likely killed 42 women). He was ignored for quite some time, though my wife's police task force and precinct commander ex-husband had long continued to consider him a person of interest.

## **Constitutional and Civil Rights Functionally Extinguished**

During this same 1980s to early 2000s period, two of my marriage and several of my private enterprises were functionally destroyed by BRMT use and other malign acts of the United States. Coincidentally, my first marriage was to the ex-wife of the leader of the King County Sheriff's Green River Task Force who succeeded Dave Reichert (later the Republican Congressman who succeeded Jennifer Dunn from 2005-2019). Two of my personal friends and acquaintances were FBI agents in the Seattle Field Office. Among other things, my families provided a bit of marriage support to a friend and colleague, the wife of one agent, and babysat the infant son of the other. Also, several of my professional acquaintances ran commercial cover operations sponsored and/or leveraged by CIA, as well as other projects perhaps useful in domestic spying operations.

As mentioned in my civil complaint (US DC 22-cv-996), I was likely involuntarily recruited into the BRMT brain hijacking/hacking subject pool in Washington state sometime between 1972 (aged 16) and 1980, which of course, resulted in my experiencing the other depravity, criminality, financial and personal destruction, and various ever escalating incrimination efforts in about 40 states and several countries until 2005. This continued while I was homeless in the Boston area in 2006-2007 and has continued since in NYC/NJ, including, of course, my time as a terrorism suspect of the region's various Joint Terrorism Task Forces and then locked up in a psych ward for describing, as accurately I could at that time, BRMT, the root cause of these problems.

## **Complete Absence of Enforcement of Rights**

No Executive Branch police powers official, be they FBI Director, Secret Service Director, nor any Executive Branch political official, be they President, Secretary, Director, etc., ever lifted a finger to assist. Many had the needed government security clearances and knew the true root cause of the problem. All these "blessings of liberty" were thanks to their collective sense of teamwork, otherwise known as political corruption in combination with "national security," truly a continuing criminal enterprise protected by the departments and agencies themselves.

It's even possible they went so far as to overrun free and fair access to the federal courts. Eight of my Complaints have been rejected by seven federal judges in DC. My first Complaint was delivered to the US Marshal's security checkpoint at Prettyman Courthouse during a Covid closure. The others were filed via e-mail, all noted and recorded in my version of Pacer, along with the series of dismissals, signed by various federal judges. Perhaps.

But Pacer website spoofing, interception of calls and emails, and of mail and parcels are all well within the expertise of federal police powers and intelligence operations. My own correspondence using these methods has been hacked from websites to emails to mailed complaints. And BRMT manipulation can occur just as easily in a federal courthouse as it can in my New Jersey apartment or a New York City subway.

262 This is not a paranoid delusion it is part of everyday reality in the world we now live in  
263 whether it is recognized or not. Stealth fighters flew alongside commercial passenger jets for  
264 years. Pulsed ignition engines exist in the US military inventory and were flown in daylight  
265 hours over western Utah in early 2008. Acknowledged at the time or not, these are part of our  
266 reality. Just like the word picture painted by John Colter, a member of the Lewis and Clark  
267 expedition, were for decades the mad delusion of one White man and then of a few more.  
268 Colter's discovery, his mad delusion, is Yellowstone National Park. Just like the older men with  
269 cardboard signs who stood outside Catholic Churches as the cars whizzed by. Priests as  
270 pedophiles? Covered up by bishops and archbishops, themselves the earlier generations of  
271 priests?

### 272 **De Facto Operates As De Jury (sic)**

273  
274  
275 Obviously, there is an de facto exemption from de jure accountability for broad  
276 institutional corruption. Individual acts of specific agents and officers are sometimes punished  
277 when that benefits the image of some institution or some particular political interest. But a  
278 corrupt institutional ethic can and does co-opt, among others, unknowing, unwitting, and  
279 upstanding members of the police powers and intelligence communities, to partner in malign  
280 acts against citizens.

281  
282 This corrupt ethic hides behind the mask of legitimacy by conducting normal and legal  
283 police powers operations (much like the truck painter/serial killer above painted trucks)  
284 alongside other operations which result in the death, disability, incarceration, and destruction  
285 of otherwise productive citizens, of personal relationships and families, and in the taking and/or  
286 destruction of private property and private enterprises. All these ostensible "police power and  
287 intelligence operations" under cover of "national security" help achieve the malign wishes and  
288 desires of psychopaths with badges, and, at times, of public officials.

289  
290  
291 This is reality - my direct, specific, and explicit day-to-day experience over the past forty  
292 plus years as an involuntary and, for a long time unwitting, subject of the corrupt "national  
293 security" apparatus of the United States.

294  
295  
296 For a long time, I wrongly believed I was a citizen, one of the People, with certain  
297 constitutionally protected inalienable rights.

298  
299  
300 But this clearly has not been and is not the case.

### 301 **Other Victims – Who and How Many**

304 How many other victims of these corrupt and criminal acts pretending to be in the  
305 "national security" interests of the United States are there? Do we know who they are? Or, like  
306 the deadly MKUltra program of surreptitious LSD and mescaline drug dosing and overdosing,  
307 have the records been destroyed, the direct and indirect victims untraceable, the witting  
308 participants developing collective amnesia, so a Secretary, Director, Special Assistant, or  
309 Advisor here or there could be shuffled off the DC stage as the "Ambassador" to this or that?  
310

311 Unless we have a full and fair accounting, it is likely there will be solid grounds for the  
312 potential reversal of tens or perhaps hundreds of thousands of criminal convictions. These  
313 appeals will logically and legally be based upon the mere possibility of malicious use of BRMT  
314 and/or other forms of coercion, violations of the constitutional and civil rights of subjects by the  
315 United States. This process will functionally render our justice system a mockery of our  
316 Constitution, of the very foundation and meaning of justice, and of the rule of law. The damage  
317 and the potential damage are profound.  
318

319 Our international reputation, to say nothing of our government's credibility with its own  
320 citizens, is durably stained. The suspicions of conspiracy theorists, wrong or right, will be  
321 affirmed, and mistrust will spread broadly.  
322

323 You must act, and act swiftly, to avoid further irreparable damage to the People's  
324 interest in justice. Full transparency and accountability for the many decades of institutional  
325 corruption is required.  
326

327 We have a democratic republic based on the rule of law, but only sort of. As we well  
328 know, there are several existential threats to its continuation as a democratic republic. It's not  
329 at all clear we can keep it. We will most certainly not be able to keep it while allowing  
330 government at any level to operate as it has, conducting unreviewable "national security"  
331 activity more like a criminal syndicate.  
332

333 Our government cannot continue functionally operating against the Constitutional  
334 interests of We, the People, and of our "inalienable rights" – even if, like our truck painter, it  
335 only does so only part of the time.  
336

337 Sincerely,  
338  
339

340 Dennis Brewer  
341 [REDACTED] Place  
342 Edgewater, NJ 07020  
343  
344

345 Enclosures:

346 June 17, 2022 letter  
347 July 18, 2022 letter  
348  
349 CC:  
350 Mr. Craig Lawrence  
351 Appellate Counsel, Civil Division  
352 US Attorney for District of Columbia  
353 601 D Street  
354 Washington, DC 20530

1 August 10, 2022

2  
3 Mr. Damian Williams  
4 US Attorney for the Southern District of New York  
5 One St. Andrews Plaza  
6 New York, NY 10007

7  
8 Mr. George Turner  
9 Attorney  
10 US Attorney for the Southern District of New York  
11 One St. Andrews Plaza  
12 New York, NY 10007

13  
14  
15 RE: Personal Timeline – BRMT and Other Key Events

16  
17 Good day –

18  
19 Enclosed please find a personal timeline relating various categories of key events since  
20 1972 and my possible first involvement with the development and field deployment of BRMT. I  
21 must acknowledge, however, that my family's first known encounter was around 1953, before I  
22 was born, and my father served at Fort Lewis, WA during the Korean War era as an Army medic.  
23 It is possible that the specific targeting extends farther back than 1972, perhaps as early as  
24 1967 or so, around the age of 12.

25  
26 This timeline provides a high level summary of my personal experiences and major life  
27 events since 1972. Note that it is written from memory with minimal reference to other related  
28 documents so there may be modest discrepancies with other documents as to dates and  
29 timing, particularly in older events and dates.

30  
31  
32 Sincerely,

33  
34  
35 Dennis Brewer  
36 [REDACTED] Place  
37 Edgewater, NJ 07020

38  
39  
40 Enclosures:  
41 Personal Timeline dated August 9, 2022

43 CC:  
44 Mr. Craig Lawrence  
45 Appellate Counsel, Civil Division  
46 US Attorney for District of Columbia  
47 601 D Street  
48 Washington, DC 20530

1 August 12, 2022

2  
3  
4 Mr. George Turner  
5 Attorney  
6 US Attorney for the Southern District of New York  
7 One St. Andrews Plaza  
8 New York, NY 10007  
9

10 RE: Account or ACH System Hack  
11

12 Good day -  
13

14 This letter concerns a matter which is quite minor to me but may have other  
15 cybersecurity implications. An \$8 debit to my Wells Fargo checking account in favor of  
16 CapitalOne was returned by Wells Fargo as the account number was hacked between the  
17 originating system (CapitalOne), the ACH system, and Wells Fargo. As the enclosed  
18 documentation shows, the account number provided to Wells Fargo by CapitalOne was  
19 incorrect, so their software properly the transaction. However, this was not the result of a user  
20 input as the account number was copied and pasted from Wells Fargo's online system to  
21 CapitalOne's online system.  
22

23 As you can see in the notice provided to me, the last digit in my Wells Fargo checking  
24 account number was dropped and the preceding four digits were substituted, or the account  
25 number was simply truncated by dropping the last digit. Regardless, this indicates a hack to  
26 systems which process millions to billions of transactions per day.  
27

28 Given the substantive and overwhelming unconstitutional daily involvement of police  
29 powers in my life, this is the most likely source of this type of cybersecurity interference.  
30

31 Sincerely,  
32  
33

34 Dennis Brewer  
35 [REDACTED] Place  
36 Edgewater, NJ 07020  
37 [REDACTED]  
38 [Dsbrewer923@hotmail.com](mailto:Dsbrewer923@hotmail.com)  
39

40 Enclosures:

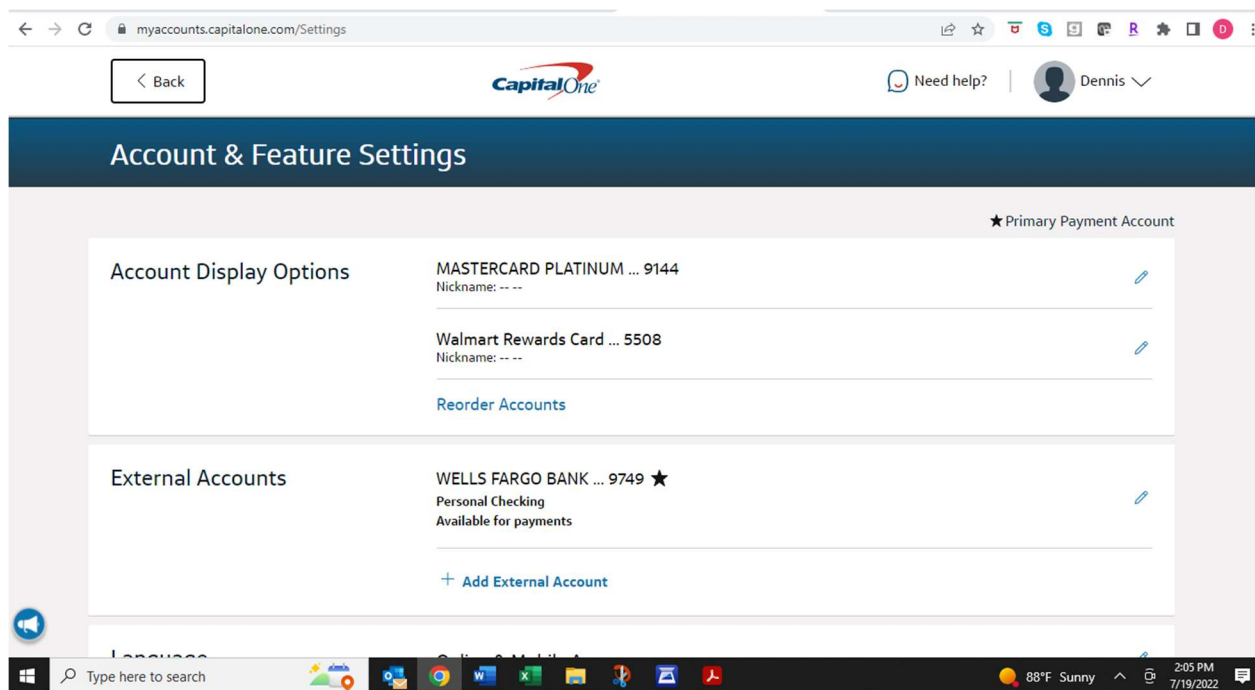
41 Letter to CapitalOne July 19, 2022  
42 Scanned letter from CapitalOne August 2, 2022  
43

July 19, 2022

Capital One  
Attn: Disputes  
P.O. Box 30279  
Salt Lake City, UT 84130-0279

Good day – My CapitalOne account was wrongly charged a late payment fee on July 15, 2022, for a bounced ACH payment. The wrong account number was used when this ACH was charged.

Both the correct routing and account numbers were copied directly from the Wells Fargo site to your site to add this new external account.



They are as follows:

Correct Account Number: 5783829749

Correct Routing Number: 021200025

The CapitalOne account reflects a bounced \$8.00 ACH from a Wells Fargo account ending in 2974. This appears to be either a malicious intervening hack or some software bug.

myaccounts.capitalone.com/Card/ENnrz5bSXnKb%252FmknXCwkP70NhjChHZgt9ulxaZVuvY=

There are no transactions since your last statement.

Statement Ending Jul 18, 2022 [Download Transactions](#) [View Statement](#) [Print](#)

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Jul 18	INTEREST CHARGE: PURCHASES	Interest Charge	Dennis B. ...5508	\$7.54
Jul 15	PAST DUE FEE	Fee	Dennis B. ...5508	\$28.00
Jul 15	Returned Online ACH Payment - CONA	Other	Dennis B. ...5508	\$8.00
Jul 12	Payment from Discover Bank ...4104	Payment	Dennis B. ...5508	-\$21.28
Jul 12	Payment from Wells Fargo Bank ...2974	Payment	Dennis B. ...5508	-\$8.00

Posted: Tue, Jul 12, 2022  
 Source: Wells Fargo Bank ...2974  
 Method: Online  
 Confirmation Code: 0069W454

Please immediately remove the \$28.00 late payment charge from my account and the late payment record from my credit history. Charge the correct account number as the balance exceeds the \$8.00 payment amount as it did on the day the wrong account number ACH was attempted.

Sincerely,

Dennis Brewer

Place

Edgewater, NJ 07020



P.O. Box 31293  
Salt Lake City, UT 84131-1293

August 02, 2022



DENNIS BREWER  
1210 CITY PL  
EDGEWATER, NJ 07020

000030242

K208

Re: Capital One® account ending in 5508  
Case Number: 220729184358825

Dear DENNIS BREWER,

Your bank returned a payment for \$8.00 made to your Capital One account on 07/12/2022. Returned payments are not reflected in your balance and would not be applied to any remaining minimum payment you may have.

To make a new payment you may contact our office directly or go online at [capitalone.com](https://capitalone.com). You'll be able to make a payment, subscribe to reminder alerts, use AutoPay and more. If you have questions about the returned payment, please contact your bank for more information.

If you have any questions, please give us a call at 1-800-955-7070. We're available 24 hours a day, 7 days a week.

Sincerely,

Payment Investigations  
Capital One

4/8/22

See enclosure for correct info.  
Please resolve and recontact by  
mail. Thanks

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1 September 1, 2022

2  
3  
4 Mr. Damian Williams  
5 US Attorney for the Southern District of New York  
6 One St. Andrews Plaza  
7 New York, NY 10007

8  
9 Mr. George Turner  
10 Attorney  
11 US Attorney for the Southern District of New York  
12 One St. Andrews Plaza  
13 New York, NY 10007

14  
15 RE: Possible indirect connections

16  
17 Good day -

18  
19 This letter provides further information on possible disruptions to the personal lives of  
20 relatives. A prior letter on July 15, 2022 mentioned similarities between the overall pattern of  
21 my life experience with my Uncle Bruce Brewer who served as an Army medic at Fort Hood,  
22 Texas during the Vietnam era. My father had served as an Army medic at Fort Lewis,  
23 Washington during the Korean War era after basic at Camp Pickett, Virginia. I note that CIA,  
24 Army, Army Secretary's office, and NARA have never acknowledged any of my FOIA/Privacy Act  
25 requests nor my evidence preservation letters. Whether this is their deliberate act or an  
26 intervening mail fraud and/or wire fraud is not known to me.

27  
28 My brother, Jeffrey Elroy Brewer, 15 years younger, has experienced marital difficulties  
29 with his wife Michelle's explosive temper and episodic rages for a number of years. My brother  
30 is mild-mannered, even tempered, high school educated, and works in the demolition industry  
31 as an equipment operator. He is skilled with his hands and makes a good working class income.  
32 The explosive temper of his wife and their several separations are a blend of the experiences I  
33 had during my two marriages. This may be an entirely organic/behavioral issue but given my  
34 own experience with BRMT, I must allow for the alternative explanation as well. I believe this  
35 requires discreet inquiries by investigators.

36  
37 My niece, Jenny, is my sister Susan Marie Hansen's oldest daughter. She married a Navy  
38 electrician who held a national security clearance for work on nuclear submarines and possibly  
39 aircraft carriers as well. After leaving the Navy, he did classified work for Boeing defense in  
40 Kent, Washington, the facility where much of their classified work performed in the Seattle area  
41 occurs. His father-in-law Jerry, my sister's husband, worked for Boeing his entire career,  
42 primarily in their model shop as a skilled machinist. While we have never discussed any  
43 classified projects among us, it is likely he was also involved at various times in building model  
44 shapes and components in limited production runs for classified programs. My niece and her

45 husband are recently experiencing marital problems and living apart at this time. This may be  
46 an entirely organic/behavioral issue but given my own experience with BRMT, I must allow for  
47 the alternative explanation as well. I believe this requires discreet inquiries by investigators.  
48

49 I also have a nephew, Michael Senneff, who recently became a teacher in San Antonio  
50 (location is not certain), Texas. I have no direct or indirect indications of similar issues in his  
51 recent life experience but have similar concerns about the potential for BRMT manipulation and  
52 other vulnerabilities and/or entrapments given the current political climate in Texas.  
53

54 This entire sequence appears to have an extremist far-right tone to it, particularly given  
55 the timing of the mass casualty events in May 2004 during the lead up to the Presidential  
56 election (Bio-Lab chlorine fire in Conyers, GA) and the 2009 transition to Obama US Air 1549  
57 Hudson River splashdown). However, Presidents and administrations of both parties have held  
58 office during the 40 to 50 years of my BRMT exposure. Further, there seems to have been  
59 relatively broad awareness in the federal government of BRMT and related issues even before  
60 2001 and my unanswered 2005 FTCA complaint letters, much longer than I had previously  
61 recognized.  
62

63 To the best of my knowledge, no member of my extended family is aware of these  
64 issues, except perhaps for my sister Cherri's husband Bill Senneff, formerly a hospital COO in  
65 Fort Smith, AR and the New Orleans area, now a hospital consultant. He may have been  
66 coerced at one point to offer me an opioid pill for a backache which was likely part of a  
67 carefully coordinated entrapment plan during my weekend trip to their Fort Smith residence.  
68 This weekend trip occurred in the middle of my stay in the Chicago area while making  
69 previously referenced fake sales calls as I was being starved out of my Kirkland residence in  
70 2004-2005.  
71

72 I have not spoken to any family member at any time about these issues since 2005. At  
73 that time, I had a few minutes conversation with my parents in their driveway about a brief  
74 memo I had written. They subsequently loaned me the money needed to travel to Washington,  
75 DC to hand deliver the FTCA letter in September 2005. This is the same memo I left as a  
76 handout for a National Conference of State Legislators meeting at the Convention Center in  
77 Seattle in 2005. As previously described, I also handed this document to Representative Adam  
78 Smith around that same time at the Westin Hotel, Seattle portico as he left an AeA meeting at  
79 the hotel. His District Director was with him that day. I had previously provided a lengthy letter  
80 to her on civil liberties protections soon after the so-called Patriot Act was signed into law.  
81

82 To the best of my knowledge, my family members, except perhaps Bill Senneff in his  
83 very limited role in 2005, are unaware of my experiences and circumstances. This includes my  
84 current civil litigation, and the other efforts I am undertaking to contest and mitigate the RICO  
85 criminal enterprise involving and surrounding illegal use of BRMT, the related domestic  
86 terrorism/sabotage, and so forth.  
87

88 Please urgently follow up as appropriate.

89

90 Sincerely,

91

92

93

94 Dennis Brewer

95 [REDACTED] Place

96 Edgewater, NJ 07020

97 [REDACTED]

98 [Dsbrewer923@hotmail.com](mailto:Dsbrewer923@hotmail.com)

99

100

1 September 1, 2022

2  
3  
4 Mr. Damian Williams  
5 US Attorney for the Southern District of New York  
6 One St. Andrews Plaza  
7 New York, NY 10007

8  
9 Mr. George Turner  
10 Attorney  
11 US Attorney for the Southern District of New York  
12 One St. Andrews Plaza  
13 New York, NY 10007

14  
15 RE: Commercial enterprise connections

16  
17 Good day -

18  
19 Enclosed please find the resumes provided to my attempted commercial entities which  
20 were stymied by various frauds conducted by Defendants including mail and wire frauds and  
21 financial frauds. The roles of these individuals, witting or unwitting, included various positions  
22 typically found in a commercial enterprise ranging from financial leads to operations and  
23 logistics personnel to sales leaders. As a reminder, my two main lines of interest were in organic  
24 produce (Winnett) and natural and organic beef (Sheldon Beef).

25 My management teams likely included undercover police powers operatives as I  
26 attempted to develop these commercial business startup alternatives with large scale  
27 enterprise customers such as Walmart, Walmart China, Kroger, Costco, and others as previously  
28 described and listed for your review. At this point, these persons are merely investigative leads,  
29 as are the people we met with. The true identities of these and other likely undercover police  
30 power personnel in the enterprises I worked to develop products, customers, and raise  
31 financing for are not known to me. I have included two examples of Business Plans I developed  
32 and signed contracts with investors which failed to materialize. The two investor contracts are  
33 with foreign entities, at least as I knew them. They may well have been domestic police powers  
34 spoofs. There were many others that involved direct contact with US financing sources, also  
35 likely police powers cover entities which wasted both time and resources during my financing  
36 and sales efforts.

37 These enterprises were attempted during the time frame I was associated with the  
38 person I knew as Greg Crossgrove, recently identified as Joe Arpaio, who was Sheriff of  
39 Maricopa County, Arizona during much of that time, as first noted in my March 28, 2022 letter.  
40 It is more likely than not that some or all of the police powers agencies and operatives were  
41 associated in one way or another.

Three other notes which may be of interest:

1. Chris Canchola was a resident of the greater Phoenix area, technically proficient, and a former member of Navy Special Operations. It has recently occurred to me he may have been a counterintelligence probe. I make this association due to my loose family connection with my sister Susan's son-in-law John, a former Navy nuclear electrician mentioned in my September 1, 2022 letter, as well as my work with Zetec, Issaquah, WA, which provides non-destructive testing to Boeing and to various nuclear power plants and for propulsion systems around the United States. These test activities may have involved Navy assets, though this is not certain.
2. My sister Susan's husband Jerry Hansen worked in the model shop as mentioned in my September 1, 2022 letter. His father, David Hansen, a member of the same church as my parents, was a close friend of my father who was the lead electrician at Tacoma Boat, a Navy contractor which constructed smaller vessels for the US Navy as well as larger commercial fishing vessels used in Alaska waters fishing and, most likely, in some Navy Special Operations in Alaskan waters.
3. Another friend of my father, and also a member of the same church, was Harvey Reynolds, the Navy's civilian degaussing representative at Todd Shipyard in Seattle, WA during the 1960s and later. He is long retired and may be deceased.

I mention 2 and 3 above due to the apparent long duration and broad set of connections between my family's religious pacifist tradition and church members' pacifist military service, their employment connections with military contractors, and early 1950s FBI contact with my family before I was born as previously described.

As is well known, persons who refused to bear arms have traditionally been regarded with contempt by certain elements of government, military, and society stretching back to Quakers during the Revolution. This may well be the most fundamental root cause of the exploitation that I and others similarly situated have been subject to. These enduring criminal actions of the defendants were likely conducted by far-right "patriots" in military and/or police powers operations in the United States. I further note that intelligence agencies, military branches, and police powers operations at all levels of government have been demonstrably involved in such criminal and rights violations against both civilians and military personnel since they were formed and organized and into the present time.

These are not aberrations, they have been and are culturally embedded and accepted, as Congress and federal courts have frequently found throughout my lifetime, and as we have seen for decades in press interviews and political campaigns undertaken by former military

80 general officers and others. Operational checks and balances in these domains have, over many  
81 decades, consistently been found to be deficient and their inspection processes to be  
82 institutionally self-interested.

83 This strongly suggests a wide-ranging probe of these behaviors is essential. These types  
84 of abuses and criminal conduct may well extend to a great many other families and enterprises.  
85 There is reasonable suspicion that the abuse has resulted in property and/or businesses being  
86 “reassigned” using this corrupt set of methods and tools, along with “public/private  
87 partnerships” for personal gain much more broadly than in the singular instance of my  
88 personal, and highly repetitive, experience. It seems more likely to be a perfected RICO  
89 enterprise than a one-off aberration.

90  
91 Sincerely,

92  
93  
94 Dennis Brewer  
95 [REDACTED] Place  
96 Edgewater, NJ 07020  
97 [REDACTED]  
98 [Dsbrewer923@hotmail.com](mailto:Dsbrewer923@hotmail.com)  
99

100 Enclosures:

101 Resumes – 15 documents

102 Representative Business Plans - Winnett, Sheldon Beef

103 Purchase and Sale Contract – Walmart China and Sheldon Beef, emails January 25, 2018  
104 and March 1, 2018

105 Representative Investment Contracts – Prince Zayid, Jabor International

**IBRAHIM ABDELSAYED**  
**CHIEF FINANCIAL OFFICER & CORPORATE CONTROLLER**  
**Strategic Planning | Financial Management | Cost Reduction**

### Professional Summary & Accomplishments

Executive leader with 20 years of experience in all facets of accounting, financial management, financial analysis, and controllership within progressive, fast-paced corporations. Skilled in collaborating with upper management, stakeholders, vendors, and staff to achieve business and financial objectives. Instrumental in streamlining and improving processes, employee development, enhancing productivity, and implementing technology solutions. Expertise in budgeting, forecasting, variance analysis, and internal reporting. Technical proficiency in Microsoft Dynamics Great Plains, ERP SAGE 500, Oracle, MAS Intelligent, Crystal Reports, QuickBooks, MS Office, SOX compliance, EBITDA reporting, and computerized accounting.

- |                                 |                             |                      |
|---------------------------------|-----------------------------|----------------------|
| ▪ Corporate Finance             | ▪ Budgeting & Forecasting   | ▪ Financial Strategy |
| ▪ Capital Assets                | ▪ Process Improvement       | ▪ Risk Management    |
| ▪ Specialized Acquisitions      | ▪ Regulatory Compliance     | ▪ Cost Reduction     |
| ▪ Strategic Planning & Analysis | ▪ Training & Development    |                      |
| ▪ Corporate tax return prep     | ▪ Multi state tax provision |                      |

### Experience

#### **AWISCO Corp** (*Welding and Industrial Products*)

August 2018– Present

*Chief Financial Officer*

Maspeth, NY

- Formulate strategic financial plans to produce risk management deliverables that save on costs and support corporate initiatives.
- Built a turnaround strategy for the next 3 years to change the company status with running positive Cash Flow.
- Create a strategy with budget to reinvest in the Brands in the next 3 years.
- Implement Retail Cash Deduction program using a 3<sup>rd</sup> party software to monitor and control all retail deals based on the sales contract.
- Create all internal control procedures and providing instruction and coaching for team members.
- Integration to NetSuite (Oracle) accounting platform and re-training the employees
- Redesign the Costing model to help improving sales with offering competitive pricing.
- Restrict company's debt and negotiating with new and current lenders for better terms.
- Rewrite all accounting job descriptions to cover all functions with full training
- Negotiate new purchase prices and terms with new and current vendors
- Prepare tax provision

#### **Hodgson Mill, Inc.** (*Pasta and Dry Manufactory for Kentucky Kernel Band and Co-Packing to others*)

October 2016– July 2018

*Vice President of Finance*

Effingham, IL

- Formulate strategic, financial plans to produce risk management deliverables that save on costs and support corporate initiatives.
- Create all internal control procedures, and providing instruction and coaching for team members.
- Implement Microsoft Dynamics GP (Great Plains) accounting platform and led training for the employees
- Redesign the operation framework and all communications to reduce cost with operational efficiency
- Create new accounting team with full training
- Prepared tax provision

#### **Spice Chain Corporation** (*Spice Manufactory*)

October 2011– July 2016

*Corporate Controller*

E. Brunswick, NJ

- Strategic Financial Planning Formulate strategic plans, support tactical initiatives, and implement policies and procedures to execute cost-saving, risk management deliverables.
- Designed and implemented an efficient Financial Reports package that saved over thirteen months in the financial information for the Board and upper management using an EBITDA calculation.
- Directed and participated in the growth of the company from \$12 millions to exceed \$65 millions in new acquisitions and full support and analysis to the upper management, sales and production teams.
- Implement a pivot table using the SQL database to track sales transactions as revenue recognition

- Achieved a 25% saving in cost of goods (from 88% to be under 63%) by managing the availability of the raw material inventory and eliminate most of spot purchases without any effect on the production.
- Reduced the overhead expenses from 12% to 8% by training the staff and eliminating the need for temporary labor and consulting companies and find a better service provider in every expense.
- Improved cash flow through improved credit and collection procedures and eliminating Bad Debits
- Led several system implementations, staff training and updates – SAGE 500 ERP
- Prepared a monthly closing and financial statements with accurate and timely reporting to upper management on a monthly basis.
- Prepared corporate tax returns and accounted for tax provision for 4 legal entities and resolved any tax issues.
- Prepared journal entries and record the general ledger transactions.
- Managed Accounting and Inventory teams in total of 15 employees
- Managed Monthly Cycle Counts and a yearend physical count

#### **4Sunkids** (largest franchisee of Pinkberry frozen yogurt)

September 2008 – October 2011

*Corporate Controller*

New York, NY

- Controlled chain of 30 retail stores in multiple states with gross sale of \$35 million as well as 8 accounting staff members.
- Designed and implemented an efficient budget at the store level with full attached analysis report (sales, payroll, cost& expenses)
- Created accounting procedures and wrote all internal controllers procedures
- Prepared a monthly, quarterly, and year-end accounting closing procedures and financial statements with accurate and timely reporting to upper management on a monthly basis.
- Led successful implementation of CRM's Microsoft Dynamics GP (Great Plains) accounting platform and led training for the employees
- Prepared corporate tax returns and accounted for tax provision for multi states and resolved any tax issues
- Prepared journal entries and record the general ledger transactions.
- Maintained an accurate general ledger transactions according to the GAAP.
- Monitored inventories to prevent theft, help control cash flow, and improve gross margin.
- Worked with vendors to negotiate better rates and terms.
- Completed and filled all sales tax for multiple states.
- Worked with outside accountants to complete all tax returns.

#### **Value King Retail Stores**

November 2001 - September 2008

*Controller*

Jersey City, NJ

- Controlling chain of 5 retail stores in multiple states with gross sale of \$20 million as well as 5 bookkeepers
- Prepare a weekly payroll for all stores using Paychex \ ADP
- Prepare daily sale's report
- Prepared monthly financial statements by store levels
- Supervised A\P department
- Monitored the daily store's receiving to ensure accurate liability
- Re-wrote the receiving and the payable procedures
- Controlled the company's cash flow
- Prepared all banks transactions and a monthly reconciliation
- Assisted in preparing all new lease agreements to match company needs
- Provided assistance to the CPA firm with all information needed

#### **Forum Fitness Club**

October 2003 - September 2008

*Controller*

Bayonne, NJ

- Prepared yearly budget analyses
- Prepared monthly financial statements
- Prepared journal entries and record the general ledger transactions
- Managed the company's cash flow
- Managed AP, Fixed Assets & new contracts.
- Reduced or limited unnecessary expenses
- Supervised A\R department with high volume in credit card and ACH transactions
- Implemented QuickBooks system and trained the staff.
- Assisted and supervised recruiting and training of new staff members
- Supervised and performed all business functions such as reconciling bank statements, making deposits, maintaining bank accounts and keeping current with all licenses and permit fees
- Administered club's insurance plans

- Ensured that all office equipment (computer system, fax machine, copier, telephone system, postage meter, and cash register) is functioning properly

### **H & R Block**

November 2001 - April 2002

*Tax preparer*

Hoboken, NJ

- Prepared personal Income tax returns

### **Sainsbury's UK**

November 2000 - August 2001

*Senior Accountant Property  
Planning & Equipment*

London

- Prepared the Fixed Assets and its depreciation as well as the Work In Progress in the monthly financial statements
- Supervised and approved payments requisition for contractors and vendors
- Prepared accounts payable using the ICL system
- Prepared monthly and quarterly all fixed assets and Work In Progress reports

### **Education**

#### **Ain Shams University**

July 1997

*Bachelor of Science  
Accounting & Finance*

Cairo

- 1993-1997 - 4 years - Bachelors of Commerce
- 1997-1998 - Diploma in Finance

#### **American University**

April 2001

*Computerized Accounting*

Cairo

- 1999-2001 108 contacting hours in applied accounting
- 1999-2001 108 contacting hours in computerized accounting

#### **Villanova University-KPMG**

April 2006

*Accounting & Finance*

Philadelphia, PA

- Certified in Management Accountant (CMA)
- Certified in Financial Management (CFM)

### **Skills & Interests**

**Skills** - Oracle, NetSuite, Microsoft Dynamics Great Plains, ERP SAGE 500, ERP EPICOR, Crystal Reports, MAS Intelligent, QuickBooks, Microsoft Windows, Microsoft Office {Excel, Word, Outlook and Power Point} and Specializes in computerized Accounting

**Interests** - Playing Soccer and Swimming

**Bilingual** -English & Arabic

# BRUCE E. BLITCH - Resume

8402 North 15<sup>th</sup> Ave, Phoenix, AZ 85021 Tel: 602.315.3560

Email: [bruce\\_blicht@msn.com](mailto:bruce_blicht@msn.com) Profile: <https://www.linkedin.com/in/bruceblitch>

---

## Summary:

- 18 years of CIO experience in world-wide, multi-industry environments
  - 3 years as the Global CIO for a European based multi-billion dollar multinational
  - 15 years as CIO for company with an international process chemical manufacturer, a global specialty equipment manufacturer and an Engineering & Construction division
- Developed strategies to restructured a global IT function to suit a strategic company reorganization
  - Implemented a Global ICT Leadership Team to align processes across five countries
  - Streamlined global Data Center infrastructure to support four ERP (SAP) instances
- Deep experience with multiple ERP (SAP) implementations in companies with diverse business models
- Inaugural “greenfield” CIO positions in dynamic and growing companies
- Operated within public, private and venture-capital funded companies
- Multiple international postings with a Fortune 500 Design, Engineer & Construct Service company
- Reputation as an analytical & strategic thinker and an accomplished communicator
- Clearly present complex concepts to stake-holders from the Board of Directors to the functional desk

## Experience:

### Tessengerlo Group

2011 to April 2015

*Revenue in excess of \$2.8 billion. More than 7,000 employees in 21 countries. A worldwide specialty company providing solutions for global needs in food, agriculture, water management and efficient (re)use of natural resources. Publically traded on the Brussels Stock Exchange.*

#### *Global CIO - (Brussels, Belgium)*

Promoted to the corporate office to assume Global ICT responsibilities at the start of a strategic divestiture and global realignment project.

- Performed an assessment of the existing corporate ICT landscape, and developed a strategic plan to remediate challenges and move forward with the organizational unification.
- Reorganized formerly “siloe” staff and processes at the two major centers of IT resources in Brussels and Phoenix, and three other countries, to conform to ITIL standards.
- Implemented a strategy to create a single global portfolio of Skills, Processes and Products to serve a global business active in 20 out of 24 time zones.
- Responsible for a global ICT annual budget of \$31.9 million.

### Tessengerlo Kerley Inc.

1997 to 2015

*Diversified international business unit with revenues in excess of \$500 million. Revenues quadrupled during tenure. Comprised of an Agricultural chemical manufacturer with 15 production/administrative locations and 100 warehouses serving over 2,000 global customers, a global specialty equipment manufacturer and an Engineering & Construction company.*

#### *CIO - (Phoenix, AZ)*

Brought onto the executive team as the company’s first CIO by the European owners and domestic management. As a direct report to the President, developed and executed an ICT strategic plan to support the acquisition growth plan.

- Lead the organization’s management team in identifying and defining management requirements to develop a multi-year IT plan that included a complete overhaul of the communication and computing infrastructure, and a full operational requirements definition and ERP software selection project.

# BRUCE E. BLITCH - Resume

8402 North 15<sup>th</sup> Ave, Phoenix, AZ 85021 Tel: 602.315.3560

Email: [bruce\\_blicht@msn.com](mailto:bruce_blicht@msn.com) Profile: <https://www.linkedin.com/in/bruceblitch>

---

- Directed an on schedule and on budget, 6-month “ASAP” implementation of a full scope SAP R/3 ERP system to replace the existing legacy systems.
- Oversaw the subsequent implementation of SAP into multiple acquisitions and joint ventures.

## Impact Consulting

1995 to Present

**Principal** - (San Juan Capistrano, CA, Phoenix, AZ)

Consulting to clients in litigation, and the retail, service, financial services, and construction industries.

## The Spring Mountain Group

1990 to 1995

*A privately held diversified financial services company with 30+ retail branch office. Major components were a federally chartered Savings & Loan and California's largest real estate closing company.*

**CFO-EVP Systems & Finance, Chief Operations Officer-EVP Systems & Operations** - (Irvine, CA)

The company's first Information Technology executive. Sat on the company's board and reported to the CEO and owner. Developed strategic systems plans and procedures for an organization that had out-grown its existing infrastructure.

## The Fluor Corporation

1980 to 1990

*A Fortune 500 Service company and one of the world's largest Engineering & Construction companies.*

**Project Group Leader - Finance Systems Development** - (Irvine, CA)

A lead member of the Corporate Headquarters finances systems group. Performed business process analysis, standardization, programming and implementation projects in multiple major operations centers in the US and Europe as part of a team consolidating accounting systems in use worldwide from 11 to two.

**Senior Field Administrator - Fluor Constructors International** - (Saudi Arabia & Japan)

Served in senior accounting and administrative positions at the Company's Saudi Arabian Headquarters and in Japan on the major foreign fabrication component of a global modular project.

**Education:** B.S. Business Administration, College of Charleston, Charleston, SC

## Associations/Apearances:

**The Agricultural CIO Roundtable** - A founding member of a peer group forum of CIOs from the Agriculture industry.

**AgGateway Corporation - Past Chairman, first President** and founding member of a non-profit organization of over 225 North American companies created to foster the implementation of e-commerce in the Agricultural industry.

**“Empowering 21<sup>st</sup> Century Technology, with a 19<sup>th</sup> Century Technology Lesson”** at International Fertilizer Association Annual Conference and AgGateway's Annual Conference.

**“Turning Good Chemistry into Equipment Sales and Maintenance Revenue”** at The America's SAP Users Group (ASUG) Annual Conference - ASUG is the world's largest independent, not-for-profit, organization of SAP customer companies and partners in the world.

**“The Industry's Use of E-Commerce”** at The Fertilizer Institute's Outlook Conference - The fertilizer industry's premier forecasting conference. The annual event is for financial experts, economists, bankers, and investor relations professionals who follow the world fertilizer market.

**The Readiness Gap** - Change Management and Staff Development - **CIO Insight**  
(<http://www.cioinsight.com/article2/0,1397,1438280,00.asp>)

**Supply Chain ROI: 'Big Bang' Works Best** - Bold improvements yield bigger ROI than 'incrementalism' - **Computerworld**

(<http://www.computerworld.com/article/2571252/enterprise-resource-planning/-big-bang---works-best.html>)

# Resume

**Christopher Canchola**

Program\Sr. Project Manager

6531 N 81<sup>st</sup> Place  
Scottsdale, AZ 85250

**canchola68@cox.net (623)204-2095**

## **Goal:**

I am a driven individual who is looking to become a key contributor, leader and value-add resource to a growing organization. I would like to provide expertise in a leadership role, whereas my experience and skill sets can lead and motivate a team towards a common goal or vision. While the majority of my experience is in a project management role, I also feel very qualified to lead an IT department on a day to day basis, to support the various project life cycle (PLC) and software development life cycle (SDLC) requirements. **I am available for contract or contract to hire opportunities.**

## **Profile**

- Senior Project\Program Manager with extensive experience in leading medium to large projects with proven expertise developed through 11 full life cycle SAP implementations, and 2 major upgrades.
- Over 19 years of experience and extensive business knowledge. Have worked with all facets of Supply Chain, Financial and Business Intelligence processes, with focused attention on the mid to large Retail, Apparel, Healthcare and Manufacturing markets.
- Have worked with various methodologies, including Agile (Scrum), Waterfall, PMI – PMBOK based, and SAP's ASAP.
- Progressive career growth, starting as an Analyst for 2 years, then Developer for 4 years. Promoted to Development Lead, then IT Applications Manager. Currently a Senior Project Management consultant with demonstrated ability to lead large implementation teams of up to 30 3<sup>rd</sup> party consultants, and 30 business associates.
- Very strong communication skills (verbal and written). Able to influence and direct a large audience\team towards a common goal.
- Working knowledge of PMI Best Practices and standards in all aspects of highly complex projects.
- Performed functional Solution Reviews and Project Assessments from a PMO perspective, for projects that were off track or in jeopardy of missing critical timelines.
- Effective team-building skills combined with Organizational Change Management.

## **Technical**

- Specialized in the following SAP modules: IS-Retail Best Practices, SAP-POS, FI\CO, MM, SD, PP and PS.
- Strong knowledge of Merchandising, Purchasing, Store Operations, Inventory Management, Warehouse Management, EDI\E-Commerce\B2B, Data Warehouse and Solution Manager.
- Familiar with AFS, CRM, BI, HCM, MDM, PI, BI, SharePoint and Enterprise Portal Technologies.
- Follows PMI standards and PMBOK principles, utilizing various methodologies.
- Broad technical knowledge of ERP applications, including system landscape & architecture, security & authorizations, reporting, migration, integration, data conversion, master data management, testing and training.
- Strong PC skills: Microsoft Project, Word, Excel, Visio and PowerPoint.

# Resume

**Christopher Canchola**

Program\Project Manager

## Employment History

- (Nov 2008 – Present) Independent PM Contractor (Subcontracted by SAP, Izonim, Aerotek, K2 Partnering Solutions, KForce, Insight, Impact Technologies, AP Professionals, IntraEdge, ProUnlimited and Ursus.)
- (Oct 2005 – Nov 2008) Senior SAP Project Manager - SAP America, Inc.
- (Jul 1996 – Oct 2005) SAP Analyst, Developer and Applications Manager - PetSmart, Inc.
- (Jun 1994 – Jul 1996) SAP Systems Analyst - Banner Health System
- (Oct 1986 – Oct 1994) U.S. Navy Special Ops

## Experience/Project Work

**Industry: Manufacturing – Scottsdale, AZ (Axon)**

**Project Description/Scope:** Management of several Infrastructure Portfolio\Divisional projects

**Role:** Sr. Project Manager **Duration:** 8 months (Nov 2017– June 2018)

**Responsibilities/Deliverables:** Contracted to provide project management services supporting the Infrastructure group, to include the following:

### Achievements:

- Managed vendor selection process for UCaaS solution (Unified Communications – ZOOM and Ring Central.)
- Participated in E-Commerce vendor selection process (CloudCraze)
- Facilitated Conference Room remediation and revamp efforts with WebEx Personal Rooms, Cisco Spark units and Telepresence with Proximity

## Experience/Project Work

**Industry: Insurance – Phoenix, AZ (CSAA)**

**Project Description/Scope:** Management of several Infrastructure Portfolio\Divisional projects

**Role:** Program Manager **Duration:** 19 months (Feb 2016– September 2017)

**Responsibilities/Deliverables:** Contracted to provide program management services for a portfolio of projects supporting the Infrastructure and Operations groups, to include the following:

### Achievements:

- Managed complete overhaul of Video Ops architecture and infrastructure. Implemented Skype for Business 2015 for 1700 end users.
- Managed implementation of IR Prognosis system monitoring solution.
- Provided oversight for the redesign of the UCS Architecture (Divisional effort)
- Managed implementation of Science Logic Enterprise Monitoring solution, which eliminated 5 different legacy tools, saving \$600k annually in licensing and support costs.
- Completed all project planning and vendor selection processes for the rollout of a new NICE Call Recording solution to 8 Operations Centers across the U.S.
- Managed effort to streamline and automate the server\application provisioning process for the DevOps teams.

# Resume

**Christopher Canchola**

Program\Project Manager

## **Experience/Project Work**

**Industry:** Healthcare (Ambulance Transport\Fire) – Scottsdale, AZ (Rural\Metro)

**Project Description/Scope:** Implementation of Enterprise Information Management Infrastructure

**Role:** Sr. EIM Program Manager

**Duration:** 23 months (Feb 2014– Jan 2016)

**Responsibilities/Deliverables:** Contracted to provide project management services for the implementation of IBM's Data Power and Integration Bus components, configuration of an Operational Data Store, Data Warehouse, and supporting BI reporting via SAP Business Objects. This included the creation of Master Data Management strategies, improved business processes and establishing the support organization.

### **Achievements:**

- On-boarded system integration partner. (Authored the MSA and SOW)
- Created Business Case, Project Charter and determined ROI\KPI Metrics
- Provided oversight of DBA, ETL, Data Architect, EIM and BI resources to design, configure and test the framework.
- Integrated Dispatch systems, In-vehicle Patient Care systems, Billing Systems and Corporate Financial system with new architecture, providing real-time, standardized, accurate source data capture and shared consumption by target systems.

## **Experience/Project Work**

**Industry:** Consumer Packaged Goods (CPG) – Phoenix, AZ (Bar-S Foods, a Sigma Company)

**Project Description/Scope:** SAP ECC 6.0 Implementation with FI/CO, HCM, BI\BOBJ (HANA), BPC and Netweaver Business Client.

**Role:** Sr. Project Manager

**Duration:** 10 months (Apr 2013– Jan 2014)

**Responsibilities/Deliverables:** Contracted to provide project management duties during the initial system integrator selection process. Responsible for Project Prep, Blueprint and Realization, Final Prep and Cutover phase planning and execution. Developed budget to manage project with 14 Intelligence consultants. Provided PMO governance and facilitated all Executive Sponsor meetings.

### **Achievements:**

- Managed entire RFP and contract negotiation process for system integrator selection
- On-boarded Intelligence consultants during Project Prep for implementation services.
- Created initial project schedule and resource plans to support implementation timeline. Updated all plans based on scope change after Blueprint completion.
- Integrated solution with parent company (Sigma) ECC 5.0 solution in Mexico, in an IBM hosted data center.
- Consolidated and standardized business processes across 6 remote processing plants and Corporate.
- Integrated 2.5 million records from various legacy systems into a Business Intelligence solution.
- Successfully completed project on schedule and under budget, with no business disruption.

## **Experience/Project Work**

**Industry:** Automotive Retail – Scottsdale, AZ (Discount Tire Co.)

**Project Description/Scope:** SAP ECC 6.0 Implementation with FI/CO, Retail Best Practices (Fast Track), Netweaver BW\POSDM, PI and Enterprise Portal solutions.

**Role:** Sr. Project Manager

**Duration:** 16 months (Aug 2011– Dec 2012)

# Resume

**Christopher Canchola**

Program\Project Manager

**Responsibilities/Deliverables:** Contracted to provide project management duties during the initial software and system integrator selection process. Responsible for Project Prep, Blueprint and Realization phase planning and execution. Developed budget to manage project with 32 SAP and Deloitte consultants. Provided PMO governance and facilitated all Sponsor, Stakeholder and Steering committee meetings. Followed an Agile methodology for all software development.

**Achievements:**

- Negotiated contracts for SAP software and managed entire RFP process for system integrator and hosting vendor selection processes.
- On-boarded SAP and Deloitte consultants during Project Prep for implementation and OCM services, respectively. Completed phase on time and under budget.
- Setup and configured Solution Manager project to house all project solution documentation.
- Configured Business Warehouse data cubes to capture vehicle, fitment, inventory and customer data to support integrated Point of Sale and ERP processes.
- Created initial project schedule and resource plans to support implementation timeline.
- Successfully completed Prep and Blueprint phases on schedule, and under budget
- Excelled in two SAP Quality Audits.
- Kicked off Realization Phase using ScrumWorks

**Experience/Project Work**

**Industry: Chemical Manufacturing – Queen Creek, AZ (Mitsubishi Gas & Chemical)**

**Project Description/Scope:** SAP Batch Management and Financials. Assume Project Manager position during restart of project. (Project delayed due to operational roadblocks)

**Role:** Sr. Project Manager

**Duration:** 5 months (Apr – Aug, 2011)

**Responsibilities/Deliverables:** Contracted to provide project management duties during the initial business requirements stage. Responsible for delivering Communication, Testing, Training, and Deployment strategies.

**Achievements:**

- Documented all current business processes, and performed gap analysis and training plan.
- Created initial project schedule and resource plans to support implementation timeline.

**Experience/Project Work**

**Industry: Specialty Retail – Phoenix, AZ (PetSmart, Inc)**

**Project Description/Scope:** SAP Demand Management. Backfill vacant Project Manager position during Design Phase of Markdown Optimization module.

**Role:** Project Manager

**Duration:** 3 months (Jan – Apr, 2011)

**Responsibilities/Deliverables:** Contracted to provide project management duties in an Agile environment during the initial business requirement stage. Responsible for delivering Communication, Testing, Training, OCM, and Deployment strategies. Provided PMO governance and facilitated all Sponsor, Stakeholder and Steering committee meetings.

**Achievements:**

- On-boarded Accenture consultants to perform strategic analysis of historical Markdown data
- Created SharePoint project site to house all project documentation.

# Resume

**Christopher Canchola**

Program\Project Manager

- Created initial project schedule and resource plans to support implementation timeline.

## **Experience/Project Work**

**Industry: Waste Management – Los Angeles, CA (Burrtec Waste Industries)**

**Project Description/Scope:** Custom development solution. Create (Non-SAP) ERP system to replace legacy software for regional waste management company.

**Role(s):** Project\Implementation Manager **Duration:** 11 months (2009 - 2010)

**Responsibilities/Deliverables:** Contracted to manage the implementation of a new custom business application, integrating 16 distinct divisions\companies into a single operating unit.

### **Achievements:**

- Managed design, development, testing, release and rollout efforts for initial conversion.
- Coordinated new development feature requests, along with defect resolution processes during parallel pilot period.
- Provided solutions to support more effective business operations and strategies

## **Experience/Project Work**

**Industry: Grocery Wholesale and Retail – Los Angeles, CA (Tawa/99 Ranch Markets)**

**Project Description/Scope:** SAP Retail & Wholesale Implementation with WM, BI, POS and SRS

**Role(s):** Project Manager **Duration:** 5 months (2008)

**Responsibilities/Deliverables:** Assigned to manage the Project Scoping, Preparation and Blueprint phases for 3 separate SAP projects. Retail\Wholesale, POS, Data Warehouse and Warehouse Management implementations for a medium sized Chinese grocer. Responsible for overall deliverables of applicable project phases, including management of 13 resources from India and China, plus 8 resources from a 3<sup>rd</sup> party local consulting firm.

### **Achievements:**

- Successfully managed scope to meet aggressive timelines for Project Prep and Blueprint phases, despite foregoing the full adoption of widely accepted methodologies.
- Collaborated tightly with business, project team and SAP executives to keep project costs at a bare minimum, achieving a 25% savings from baseline budget.
- Consolidated 7 years of historical data into a new Data Warehouse solution.

## **Experience/Project Work**

**Industry: Specialty Retail – Los Angeles, CA (BCBG MaxAzria)**

**Project Description/Scope:** IS Retail Best Practices 1.6 SAP and AFS Implementation with MAP (IP), Business Intelligence (BI), CRM and SRS

**Role(s):** Project Manager **Duration:** 9 months (2007 - 2008)

**Responsibilities/Deliverables:** Assigned to manage the unique model of a Fixed Fee, Retail Best Practices implementation for a medium sized Fashion Retailer in just 8 months, from Project Prep to Go-Live. Responsible for overall deliverables of project, including management of 22 Global Delivery Center resources from India, working in an onshore\offshore model.

### **Achievements:**

- Successfully managed scope to meet aggressive timelines for Project Prep, Blueprint and Realization phases.

# Resume

## Christopher Canchola

Program\Project Manager

- Coordinated with SAP Hosting and IBM to migrate environments from DEV\QA to Production.
- Configured Business Warehouse to support Merchandise Assortment Planning and Reporting functions for all divisions of the company.

### Experience/Project Work

**Industry: Specialty Retail – Denver, CO (ShaneCo)**

**Project Description/Scope:** Retail SAP and POS Implementation

**Role(s):** Program Manager

**Duration:** 12 months (2006 - 2007)

**Responsibilities/Deliverables:** Responsible for overall deliverables of project, including management of 50+ consultants. Responsible for budget, testing, training, deployment and overall integration.

#### Achievements:

- Managed largest single Retail Implementation, which included: FI\CO, HR, MM, SD, POSDM, Business Warehouse (BW), CRM, MAP, SRS, XI and e-Store Modules, plus full integration to an SAP-POS system interfaced with SAPGuiXT, Allegiance and Taxware. Loaded entire serialized stone inventory into Business Warehouse solution, which tied out to Purchasing and Inventory data. This was accomplished in 12 months on schedule and on budget.

### Experience/Project Work

**Industry: Mining – Phoenix, AZ (Formerly Phelps Dodge)**

**Project Description/Scope:** SAP Implementation of FI\CO, MM, SD and WM. Implementation and SAP integration to Inventory Optimization system.

**Role(s):** Project Manager

**Duration:** 8 months (2005 - 2006)

**Responsibilities/Deliverables:** Responsible for overall deliverable of project time line and budget. Coordinate training requirements with SAP training coordinator. Promote the SAP solution within the enterprise. Provide support to accomplish the goals of the project and ensure customer satisfaction. Responsible for SAP, third party and SAP AG resources. Help to ensure business and operating units are positioned to successfully use standardized enterprise processes in SAP. Guide the customer to eliminate all non-essential requirements and stay with best practices.

#### Achievements:

- Deployed SAP successfully, under budget to 19 plants in 8 countries, 3 months earlier than planned.
- Inventory Optimization implementation, resulted in immediate reduction of \$30 Million in inventory, achieving a 350% ROI in first year.

### Experience/Project Work

**Industry: Specialty Retail – Phoenix, AZ (PetSmart, Inc)**

**Project Description/Scope:** Retail SAP Implementation of FI\CO, MM and SD. Integration to POS, WM, HR, BW, CRM, E-Commerce, Demand Planning, Forecasting\Replenishment and Pricing Optimization systems.

**Role(s):** SAP Applications Manager

**Duration:** 3 years (2002 - 2005)

**Responsibilities/Deliverables:** Responsible for overall deliverables for 7-9 major capital projects, and over 75 tactical projects annually. Overall budget responsibility of \$30 million/year; Managed team of 8 analysts and developers.

#### Achievements:

- Delivered all projects on time, and on or under budget.

# Resume

**Christopher Canchola**

Program\Project Manager

- Trained internal staff on SAP best practices, and ASAP methodology for use with future upgrades and large projects.
- Hired experienced development team of 12 to support department once consultant engagements were concluded.

## **Experience/Project Work**

**Industry: Retail – Phoenix, AZ (PetSmart, Inc)**

**Project Description/Scope:** Retail SAP Implementation of FI\CO, MM and SD. Integration to POS, WM, HR and EDI Systems

**Role(s):** ABAP Developer\Team Lead

**Duration:** 6 years (1996 - 2002)

**Responsibilities/Deliverables:** Responsible for configuration and development of SAP R\3 RICEF objects. Supported versions 3.1B, 4.5A and 4.6C. Utilized ALE\Workflow, BADI's, BAPI's, BDC's and RFC's to interface to 7 legacy systems.

### **Achievements:**

Performed 2 subsequent upgrades after initial implementation, with each iteration replacing legacy systems and reducing customizations by 70% overall.

## **Experience/Project Work**

**Industry: Healthcare – Phoenix, AZ (Banner Health System)**

**Role(s):** Systems Analyst

**Duration:** 3 years (1994 - 1996)

**Responsibilities/Deliverables:** Responsible for analysis and support of Materials Management, Inventory Control, Patient Billing and EDI systems.

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## **Education & Certification**

US Navy (1986 -1994) Special Ops - Submarines

Bachelor's in Computer Science – Arizona State University

PMP certification in progress

**Citizenship:** U.S. citizen.

**Mobility:** U.S. passport, willing to travel.

**Languages:** Fluent in English, written and spoken.

References available upon request.

## **Summary of Qualifications\Experience**

Over the last 19 years, the majority of my experience has been managing medium to large complexity SAP and other ERP projects and programs. The companies I have worked with, span across multiple industries. I have implemented various SAP application modules and solutions, including HCM, AFS, IS-RETAIL, WM, CRM, EDI, MDM, POS AND FI\CO. Every project also involved the key component of OCM to facilitate the complex transition to an ERP system. I excel at identifying and engaging executive sponsors, key stakeholders and end-users who can adopt and promote the OCM strategies required for such large transformations.

As stated above, the scope of these implementations have included many of the various modules/applications. However, my primary focus and strengths as of late, have been System Integrations, Software Migrations and Master Data Management between ERP and Legacy environments, utilizing various toolsets and/or ESB type appliances. I specialize in

# Resume

**Christopher Canchola**

Program\Project Manager

understanding the needs of the business, proposing technology solutions, improving business processes, and recognizing opportunities for efficiencies across the board.

My communication skills at all levels of an organization quickly highlight my desire to become a trusted advisor and partner, with the key goals of managing time, budget, resources and most importantly, risk. With my extensive experience, I expect to prevent the most common risks from becoming issues within a project. This is one of the greatest values I can bring to any client; lessons learned.

# MICHAEL L. CASTRO

San Diego, CA 92102 ♦ (619) 892-2319 ♦ mcastro619@yahoo.com

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## AGRICULTURALIST

Innovative Agriculturalist with substantive worldwide experience in the Science, Art and Business of cultivating soil and producing conventional and organic crops, helps companies stay on the cutting edge of technology in the Fresh Fruit and Vegetable Food Industry. Provides full-scope Agricultural Operations Management with a commitment to excellence, and continuous process improvement. Builds strong relationships with management team to deliver common sense, high-impact, and creative strategies, such as, transition from conventional to organic growing techniques, and integration of greenhouse growing techniques to extend growing seasons.

### *Areas of Expertise*

General Row Crop Farm Operations ♦ Site Prep. ♦ Soil Prep. ♦ Soil Testing  
High Tech Irrigation ♦ Plant Nutrition ♦ Soil Fertility ♦ Soil Biology ♦ Integrated Pest Management  
Plant Pathology ♦ Quality Assurance/Food Safety ♦ Harvest, Packaging and Handling  
R.E. Development ♦ Human Resources ♦ Budgeting and Tracking

### *Core Competencies*

Strategic Planning and Implementation ♦ “Coach” hands on leadership ♦ Supply Chain Management  
♦ “Seed to Table” Sales and Business Development ♦ Bi-Lingual Spanish

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## PROFESSIONAL EXPERIENCE

### **HOME TOWN FARMS-SAN MARCOS, CA.**

**2012 - Present** *Prototype, disruptive business model for Commercial Urban Vertical Greenhouse Farm. Growing Hydro-Organic, local, vine ripe, nutrient dense fruits and vegetables for wholesale and retail sales in the City. Rated “Best” on Whole Food’s Responsibly Grown Index.*

#### **COO/Co Founder**

- Development of Organic Greenhouse growing systems for Tomatoes, Peppers, Cucumbers and Strawberries.
- Create SOP’s for all facets of the operation for subsequent business rollout.
- Develop intellectual property for the growing operations.
- Through continuous improvement processes, developed the best methods and materials for growing nutrient dense vine ripe Certified organic produce.
- Day to day workforce activity documentation for franchising.
- Transferred specialized training of personnel on all cultural practices for the crops.
- Directed the marketing and distribution strategies.
- Procurement of all inputs.
- Budgeting
- Featured speaker 2015 UC Davis Seminars for County Farm Advisors production meeting. “Organic Greenhouse Production”.

### **SELF EMPLOYED –San Diego, CA**

**2010-2014**

*Sourcing fresh produce in the U.S. and Mexico for nationally recognized brands.*

#### **Supply Chain Consultant**

- Use network and knowledge of product seasonality and availability, locate sources of fresh produce based on company specifications.

- Quality Assurance
- Coached and disseminated technology in the field.
- Verification of GAP, Organic Certification, and Food Safety Plans and practices.
- Site inspections for reporting of application of investment and progress updates according to agreed upon budgets to track milestones.

**BEACHBODY LLC – Santa Monica, CA**

**2011-2012**

*Creator of the nation's most popular fitness and weight loss solutions.*

**Agriculturalist**

- Sourcing “Superfoods” worldwide for Shakeology product.
- Worked directly with growers to guide in process improvement through transfer of technology and investment from Beachbody.
- Product contract negotiations, preparation of budgets and tracking.
- Verification of products adherence to company specifications. • Developed and maintained business relationships in Latin America, Caribbean and Africa.

**SAN DIEGO ORGANIC SUPPLY – CHULA VISTA, CA**

**2005-2009**

*Manufacturer and Marketer of Organic Soil Amendments*

**Chief Agronomist/Research and Development**

- Develop line of horticultural products for sale to retail nurseries and some commercial applications.
- Developed proprietary process for extending shelf life of beneficial bacteria derived from worm castings and other organic sources.
- Speaker to many professional groups on the topic of Organic Production, soil building, disease control via development of the Soil Foodweb.

**FOREIGN PROCUREMENT CONSULTANTS –San Diego, CA**

**2001-2005**

*Representing Companies to growers, distributors and processors*

**Supply Chain Consultant**

- Horticultural consulting on growing Conventional and Organic crops.
- Quality Assurance, Training and Packing Supervision
- Grower-Sales Liaison
- Crop forecasts

**MEXAM FRUIT COMPANY – NATIONAL CITY, CA**

**1997-2000** *First and only Certified*

*Organic Banana producer in the world for 25 years with operations in Mexico, South America and the Caribbean*

**Manager International Operations**

- Expanded product line by supervising transition of conventional growers to organic methods.
- Negotiated Grower Contracts.
- Purchased equipment and materials.
- Supervised farming operations in Mexico, Central America and Dominican Republic.
- Planned and executed development of new plantations in Mexico.
- Warehouse and quality control training.

**RANCHO LOS PINOS – SAN QUINTIN BAJA, MEXICO**

**1993-1997** *Largest vegetable*

*grower in Northwest Mexico. Grew 7,000 acres with average 3,000 employees of assorted vegetables for export to US and National distribution in Mexico.*

**Assistant Manager Agricultural Operations**

- Assistant to the Owners responsible for all operations on 7,000 acre year round program.
- Specifically managed \$5M budget for Ag Chemicals and Fertilizers.
- Eliminated risk of pesticide residues by implementing software.
- Supplied crop forecasts to sales.

- Collaborated on crop planting schedules.
- Oversaw R&D of new varieties.
- Supervised 5 agronomists and in house laboratory.
- Spearheaded initial due diligence and feasibility of conversion of operations to greenhouse production.
- The operation is now comprised of 1,500 acres of protected agriculture using greenhouse and shadehouse technology. The yields are now 5 fold the historical per acre.

#### **FRESH CHOICE INC. NATIONAL CITY, CA**

**1988-1991**

*Subsidiary of Publicly owned Dalgety PLC London. Sales and distribution of products from Mexico. Operations on 20,000 acres of assorted fruits and vegetables in 7 different states crossing at 3 different Ports of Entry for distribution in the US.*

#### **Manager International Agricultural Operations**

- Procured and negotiated contracts totaling 20,000 acres of produce with growers in Mexico.
- Tracked performance to budget.
- Scheduled production in different States to achieve year round production.
- Supplied crop forecasts to sales.
- Supervised 5 QC Staff nationwide
- Supervised in house pesticide residue testing program.
- Business was very successful and sold back to Private Investors.

#### **C&C PRODUCE**

**1986-1988**

*500 acre growing operation in Baja Cal. Mexico*

#### **General Partner**

- Growing fresh vegetables for distribution in the US •
- Sold assets to Fresh Choice and consolidated efforts.

#### **PRODUCE SPECIALISTS OF SAN DIEGO – CHULA VISTA, CA**

**1981-1986**

*Distribution and Sales Company. Partners for 35 years in a Mexican Operation in San Quintin Baja, Mexico*

#### **Grower/ Grower Liaison**

- Supervised all operations on 1,000 acre operation in two locations in Baja Mexico, full time.
- Updated technology of transplant growing, irrigation systems and all machinery to enable expansion and better utilization of resources.
- Procured and negotiated contracts with outside growers of similar products.
- Tracked performance to budget.
- Scheduled production in different zones to achieve year round production.
- Supplied crop forecasts to sales.
- Previous volume was 500,000 units. By year 4, it was 1,000,000 units.
- \*\* Produce Specialists was bought out by Dalgety PLC

#### **BRUCE CHURCH INC. – GUADALUPE, CA**

**1979-**

**1981**

*Based out of Salinas, CA, the Church Brothers were the second largest lettuce producer in the US with 35,000 acres in California and Arizona.*

#### **General Foreman**

- Supervised day to day operations on 900 acre operation.
- The Guadalupe ranch was consistently #1 or #2 in yields Company wide.

## **EDUCATION**

Bachelor of Science Degree  
Crop Science with Concentration in Vegetables  
California State University, San Luis Obispo  
Internship with Eli Lilly Inc. Ag Div., Fresno, CA  
Bank of America Scholarship in Agriculture

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## **PAST AND PRESENT LICENSES AND CERTIFICATIONS**

Certified Independent Organic Inspector ♦ Former Pest Control Advisor ♦ Former Real Estate Agent

Last known address:

MIKE CASTRO  
31872 JOSHUA DRIVE #25H  
TRABUCO CANYON, CA. 92679



## Eric Galkin

White Plains, NY

#readytowork

### WORK EXPERIENCE

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#### Director of Corporate Procurement

**OTG Management** - New York, NY - August 2019 to March 2020

Oversee North American supply chain strategy for 200 unique restaurant & bar concepts in 10 high volume airports that enhances quality of guest offerings while reducing costs. Responsible for management of \$200m in spend leading centralized direct/indirect sourcing and procurement efforts to maximize the value received from suppliers. Leads a department of 3 team members that develops an efficient best practices supply chain strategy focusing on food, supplies, alcoholic, beverages and services that shares market intelligence and provides expertise in improving cost, driving efficiencies and minimizing potential supply chain risks. Maintain a high level of communication with internal stakeholders, executive culinary team, unit operators and suppliers to maintain uninterrupted supply and safety of contracted products at competitive cost.

#### Senior Director of Purchasing & Strategic Sourcing

**Patina Restaurant Group/Delaware North Companies** - New York, NY - January 2015 to August 2019

Patina Restaurant Group operates more than 70 locations across the USA focusing on award-winning culinary innovation & hospitality. I led the company's supply chain strategy leveraging \$100M of spend in strategic negotiations of manufacturer & distribution contracts with national suppliers for all food & alcohol beverages, disposables, small wares, tabletop and contracted services. Led team of 4 buyers that monitored and analyzed commodity markets to identify cost reduction opportunities & beat targeted discount & rebate budget over the last 5 years. Built long term partnerships with national and local suppliers to maximize business opportunities and promptly resolve operational supply chain challenges. Was a member of Delaware North's category management and strategic sourcing team that was responsible for \$1B worth of direct spend across all enterprise subsidiaries.

#### Director of Global Supply Chain & Purchasing

**Max Brenner International** - New York, NY - October 2012 to January 2015

Appointed Max Brenner's first global supply chain & purchasing director for over 60 franchised & corporate 'Chocolate

Bar' locations in 6 countries with an annual spend of over \$50M. Management of 4 category buyers focusing on procurement of raw materials to be aligned with the global forecast of all retail SKU's produced at our factory in Israel. Developed & implemented new SOP to create the most cost effective & efficient delivery of materials and products through new distribution networks, improved shipping and customs clearance options. Responsible for sourcing of all raw materials for factory production while leading R & D team for all new SKU's produced. Global franchise support includes design, construction & product guideline specifications, labeling & importing regulations for each country, equipment & FF&E sourcing. Daily management of corporate owned properties purchasing department procuring all perishables, beverages, equipment, small wares.

## Director of Purchasing

**D'Artagnan Inc** - Newark, NJ - September 2006 to October 2012

Managed department of 4 category buyers in 2 warehouses (NJ & IL) with over \$35M in annual purchases for the leading purveyor in the nation to restaurants, retail & consumers of all natural meats, poultry, cured proteins, pates, mushrooms & specialty produce. Supervised and developed core purchasing strategies including negotiating contract pricing, monitoring of key commodity indicators, setting sales price margins and creating uniform product specifications for over 1,000 SKU's. Responsible for all strategic sourcing and co-packing relationships, global vendor relationship management, importing regulations, customs clearance & supply chain of all products shipped into our warehouses. Implemented in-house forecasting and auto-replenishment software system that reduced freezer/garbage transfers by more than 8%, while lowering out of stocks which saw the overall gross profit of the company's sales rise by over 1.5%.

## Vice President-Purchasing

**The Glazier Group** - New York, NY - October 2000 to September 2006

Created successful computerized central purchasing/receiving/inventory/theoretical cost system for The Glazier

Group's 12 foodservice properties in 5 states. Responsible for \$25M annually in food, supply, equipment purchases, monthly & perpetual inventories, daily price bids, management of national contracts and rebate items, equipment leasing, weekly P & L analysis. Oversaw accounts payable department (staff of three), maintenance, repairs & IT department (staff of two) for all properties.

## Director of Purchasing

**TAM Restaurants Corp** - New York, NY - August 1999 to October 2000

Implemented and helped design successful central purchasing program for TAM's 5 properties. Responsible for purchasing \$10M annually in food, beverage and restaurant supplies. Duties included daily vendor negotiation, recipe costing, weekly inventory counts and analysis of COGS.

## Purchasing Agent

**Ark Restaurants Corp** - New York, NY - June 1995 to August 1999

Accountable for \$8M annually of purchases for Ark's 25 New York properties. Responsibilities included vendor negotiation for prices on perishable and non-perishable goods, sourcing & menu development testing. Implemented and monitored national contracts and vendor rebate programs on high volume items. Managed commissary bakery (Columbus Bakery) forecasts and productions for all distributed locations.

## EDUCATION

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### **Bachelor's in Sociology**

Syracuse University - Syracuse, NY

August 1991 to May 1995

## SKILLS

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Category Management, Forecasting, Profit & Loss, Purchasing, Sourcing, Relationship Management, Account Analysis, Supply Chain, Culinary Experience, Management

# RAFAEL GOMEZ

4403 Bass Rd., Stockton CA 95219  
Cell # 209-401-9225, [Rgq411@gmail.com](mailto:Rgq411@gmail.com)

## Objective

To work in a challenging environment, contribute to the success and integrity of your company, where my work ethics, education and expertise in Food Safety can be utilized to create a sound Quality, Safe and Legal end product.

## Skills

*Personal:* Analytical, integral, responsible, self-motivated, trustworthy, resourceful, respectful and goal-oriented possessing strong work ethics, excellent communications and interpersonal skills, strong verbal and written communications, **fluent in English & Spanish.**

*Business:* Food Safety Program developer and implementation, Organic, Quality Assurance, Sustainability, Environmental Monitoring Programs, Safety-WC, and Architectural/Engineering.

*Computer:* Ink Jet Systems, Traceability Systems, Print Apply Systems, Famous, West-Mark, MS, Word, Excel, Power Point, AutoCAD, 3D Modeling and Red Line Systems.

## Education

**1999-2003** Construction Management Engineering Degree  
Architectural Design

## Certification & Licenses

- HACCP Certified	- Sustainability Program Developer	- Organic
- Primus GFS / QA Systems Certified	- Microbiology Lab Certified	- SQF Practitioner
- Global GAP Option I and II	- DPR Licensed, QAL Type ABD	- Tesco TNC/ BRC

## Employment

**2015-Present (Tucson, AR)**

**Winnett Organics Inc. (Working in a Consultant Basis)**

**Title: Director of Food Safety/QA & Organic Integrity**

*Responsibilities:* Establish strategic direction for, and the leadership of, Organic Integrity, Quality Assurance and Food Safety for Winnett Organics, Inc. Insure compliance with all customer, regulatory and company requirements, to provide a safe, top quality and wholesome product. Development and implementation of company Quality, Organic & Food Safety (QFS) plans. Provide leadership to attain Company set goals. Implement and maintain food safety practices, following GFSI, Organic and Leafy Greens standards and to comply with all current FSMA provisions as the rule progresses. Represent the company with government agencies, vendors, customers, and in the event of any recall activities.

**2011-Present (Stockton, CA)**

**Food Safety Resource Inc.**

**Title: Owner-Program Developer**

*Responsibilities:* Consultant for packinghouses, processing plants, growers and shippers on Food Safety (*HACCP, GAP, GMP, QA, QC, Sanitation, EMP's, Traceability, Sustainability, Organic and Allergen Control*), currently working with more than 20+ commodities, developing and implementing food safety programs at any level. Represent my customers with governmental agency visits and any 3<sup>rd</sup> party audits (*FDA, USDA, CDFA, EPA, Hallah, Kosher, EHD and any GFSI Scheme*).

**2015-2015**

**Wawona Packing Co. (Fresno, CA)**

**Title: Director of Food Safety & QA**

*Responsibilities:* **Contracted for their stone fruit season to help Wawona come back into the stone fruit business after having the largest stone fruit recall in the US in 2014.** I was fully responsible for directing all the food safety programs and QA systems, including setting up a trustworthy and responsible food safety team. Implemented a GFSI food safety program, implemented and managed a robust EMP program for food borne pathogens with trend analysis. Developed and implemented an onsite laboratory to run internal lab testing, in conjunction in establishing a fully vetted, validated and accountable sanitation program with a responsible team. Directed all direct contact with retailers, buyers, governmental agencies (*FDA, USDA, CDFA, County*) and 3<sup>rd</sup> party certification companies.

**2005-2015**

**Morada Produce/ Farming. (Stockon, CA)**

**Title: Senior Manager of Food Safety/ QA**

*Responsibilities:* Fully responsible for the packing house, processing plant **and** all fields' food safety. I developed and implemented food safety for various commodities (*Asparagus, Cherries, Pears, Watermelons, Onions, Bell Peppers, Tomatoes, and Walnuts*). Represented all 3<sup>rd</sup> party audits including governmental agencies, (*FDA, USDA, DFA, CDFA, EPA, Global GAP, Tesco, Tesco TNC, HACCP, BRC, SQF, CCOF, Primus GFS, Hallah, Kosher & Laboratory*). Direct contact with the largest domestic and export retailer. I managed the health and safety compliance, the sustainability and organic programs.

--- References Available Upon Request ---

# Bradley Jay Kumin

Spring, TX 77382

316.371.1032 [REDACTED]@outlook.com

Digital Portfolio [www.bkuminsolutions.com](http://www.bkuminsolutions.com)

## KEY HIGHLIGHTS

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15+ years of retail and foodservice sales, marketing and customer service experience.

Led all sales direction, marketing, branded and private label, forecasting, category management and all P&L for a \$600M division of a \$15B global food products company.

Spearheaded all sales goal attainment and budget creation at the ELT level.

Developed 3 apps. for the iPhone, one of which was featured on the History Channel as “one of the 10 most innovative apps. in America.”

Led sales teams to 8%+ growth when the industry was trending at 2-3%. .

## EDUCATION

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**Master’s Business Administration: Marketing / Management** - Rockhurst College

**Bachelor Science, Business Administration: Marketing** – Kansas State University

## PROFESSIONAL EXPERIENCE

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**BTK Food Solutions, LLC.** - Houston, TX

**Vice President of Sales & Marketing/Owner**

**11/2018-Present**

Owner of BTK Food Solutions, LLC. a food, beverage and consumer products digital consulting company.

- Develop the digital, research, sales, strategy, product and branding analysis for all applicable clients.
- Design customer lead generation strategies and lead generation.
- Implemented branded and product line assessment studies, generating over 5% growth for all applicable clients.
- Outlined go to market sales strategies and organizational mapping for several large foodservice companies.
- Manage all external vendors and applicable support mechanisms.

**Country Fresh** - Houston, TX

**Vice President of Marketing, Innovation & Customer Solutions**

**12/2017-10/2018**

Responsible for the leadership, sales direction, logistics, packaging, marketing and innovation for Country Fresh, a \$500M private equity retail and foodservice food products company (produce, healthy, organic, beverage).

- Directed the marketing, sales development, product management, branding and lead generation efforts for retail and foodservice.
- Led all customer service and day to day logistics functions.
- Placed over \$30M worth of new products to key vendors (Sysco, US Foods, Walmart, HEB).
- Grew sales by 10% thru the use of focused customer product line analysis and mapping.
- Spearheaded \$500M worth of P&L.
- Led all packaging, sourcing and supply chain functions.
- Reduced outbound deliveries by 20% by implementing order minimums while concurrently growing margin and overall sales output.
- Spearheaded all logistical functions and day to day customer management/solutions.
- Developed all sales budgets, road maps and KPI's.

**Vice President of Marketing & National Accounts (1/2013-11/2017)**

Oversaw the management, direction and coordination of the Ajinomoto Windsor's sales and marketing functions, branding, forecasting, packaging, P&L and e-commerce for a \$15B global food products company (ethnic, appetizers, entrée's, ingredients, supplements).

- Directed and mentored the sales & marketing team for a \$600M division, leading all sales strategy, budgeting, KPI management and goal setting.
- ELT member leading sales direction and marketing for North America.
- Led all packaging design, implementation and supply chain management.
- Spearheaded all broker agreements, contacts and overall sales direction.
- Improved margin by 2 points (25%) by enabling sales to have margin view and realigning incentives to be margin centered instead of just pound growth.
- Grew branded sales from \$200M to over \$300M in less than 5 years.
- Developed all 3 year strategic plans, sales road maps and new product pipelines.
- Picked up over \$10M in new sales thru strategic RFP engagement.
- Managed all P&L and financial analysis for a \$600M division of a \$15B global food products company.

**Director of Marketing (1/2006-12/2012)**

- Developed the design, application and purpose of two mobile apps for the foodservice industry, one of which was featured on the History Channel as one of the most innovative new apps in America.
- Led branded and private label sales growth by over \$20M annually thru digital brand penetration activities.
- Implemented re-sealable packaging solutions to provide consumer benefits while increasing sales by over 8% on a mature product line.
- Developed an innovation pipeline roadmap based off of trend data and consumer preferences.

**Product Manager (3/2003-12/2005)**

- Developed a copy and publication approval process for all outbound communications.
- Spearheaded a collaborative process between R&D, culinary and marketing to develop new products.
- Revamped all customer facing selling materials.
- Saved over \$500K annually thru forecasting process improvements.

**Tyson Foods**

(Formerly Daskocil Foodservice Company - Acquired by Tyson Foods in IBP Acquisition)

**Marketing Manager****6/1999-2/2003**

Responsible for the growth, management, brand positioning and analysis of the pizza, beef, ham, franks, pork, sliced meats and poultry categories for retail and foodservice.

- Managed several brands with combined sales of over \$200 million.
- Created, designed and managed all aspects of a new product line launch for our sliced meat category achieving over 200% category growth.
- Launched industry leading state of the art packaging and products for our sliced meat line.
- Responsible for the brand/product integration of two different companies with combined sales of over \$200 million.
- Re-aligned our entire ham category based on competitive parity and long-term strategic vision.
- Managed applicable support staff.

## PETER S. LeBLOND

17082 Sandra Lee Lane, Huntington Beach, CA 92649

513-703-6222

[psleblond@gmail.com](mailto:psleblond@gmail.com)

### SALES MANAGEMENT / BUSINESS DEVELOPMENT

#### ***Specialty Foods / Produce & Vegetables – Retail & Food Service***

- A senior **business development** and **sales & account management** professional with 25+ years of career growth and applied leadership in identifying and capitalizing on market opportunities with **sales success** - surpassing quotas and targets.
- Quick to identify and capture new business opportunities while **managing cost and optimizing profitability** - combining sales strategy and execution, managing **high profile accounts** and fostering **customer, vendor and buyer relationships** across **multiple markets** including an applied knowledge of the natural / organic fresh produce food sector with specialty market retailers, grocery-chains, wholesale grocers, food service providers and independent buying clubs.
- Positive and effective **leadership, communications and interpersonal skills** and an outstanding **relationship builder** with a talent to establish rapport and long term business relationships with decision makers from diverse cultural backgrounds and all organizational levels.

### EXPERIENCE

#### **ALBERT'S ORGANICS, Vernon, CA 2013 to 07/2015** *(restructuring)*

*A division of United Natural Foods, Inc. (UNFI) and distributor of organically grown fresh produce and perishable items from 7 distribution centers - delivering to 7,000 stores & food service providers in the USA and Canada.*

##### **Director, Mass Market Sales**

- Key sales leader and contributing member of the business development team with core responsibilities for sales growth, business development and account management - increasing organic fruit and vegetable sales with retail chains in California, Arizona, Washington, Kansas and Oregon.
- Collaborated with V.P's of Produce and Produce Buyers to produce value added results – applying an extensive market knowledge and knowledge of business growth opportunities and business insights.
  - Increased Organic Produce sales by 100% in first 9 months - *Stater Bros.*
  - Increased organic produce sales 100% in first 6 months - *Smart and Final*
  - Increased organic produce sales 40% versus same time 2013 - *Associated Wholesale Grocer's*
  - Increased organic produce sales 25% versus same time 2013 – *Albertsons*
  - Developed 10 SKU's (repacked organic fruit) – *Ralphs*
  - Increased organic produce sales opportunities to three buying divisions in CA, AZ and TX - *Sprouts*

#### **GENTILE BROS. COMPANY, Cincinnati, OH 2011 to 2013**

*A 135 year old distributor of fresh fruits and vegetables to regional retailers, food service companies & independents.*

##### **Vice President of Business Development**

- Targeted major retail chains, independent stores and food service companies in a 4 state area. Developed and established strong relationships with Sr. Buyers and V.P's of produce at *Kroger Corporate, Meijer, U.S Food Service, Sysco Food Service, Gordon Food Service, Paragon Food Service, Save-A-Lot stores, Market Fresh Produce* and *Giant Eagle* stores.
  - Attained over a half million dollars in sales in first 6 months of employment.

**THE SANSON COMPANY, Cleveland, OH 2009 to 2010**

*A premier distributor of fruits and vegetables to retailers, food service and independent operators in NY, OH, IN, PA.*

**National Accounts Manager**

- Created / implemented Produce sales strategies for retailers, independents & food-service co.'s
  - Earned business with *Freshway Foods, Sydney, OH* plus *Meijer Supermarkets* and increased sales 98% 2009 vs. 2010. Established secondary supplier status for local *Super K-mart* stores. Earned business with *Gordon Food Service, Springfield, OH* - \$100K in sales after 8 months plus *Tops Markets, Buffalo, NY* including developing a Specialty Program. Increased sales 62% with *Save-A-Lot Austinburg, OH* 2009 vs. 2010.

**ECONOMY PRODUCE AND VEGETABLE CO. Cleveland, Oh, 2008 to 2009**

*A regional distributor of fruits and vegetables to retailers and independent operators in OH and PA.*

**Vice President of Retail Sales**

- Created / implemented Produce sales strategies for retail chains in a 2 state region. Developed strong alliances with the Buying Teams at *Wal-Mart Corporate* and *Kroger Corporate* – earned business with 15 *Wal-Mart D.C.'s* - \$250K Sales within 1 year and *Kroger Distribution Center, Columbus, OH* and *Kroger, Shelbyville, IN*. Other customers include: *Meijer, Giant Eagle, Marcs and Heinens Markets*.

**IFCO SYSTEMS NA, Tampa, FL 1995 to 2007**

*An international manufacturer of Reusable Produce Containers (RPC's)*

**National Account Manager, Cincinnati, OH** - Reported directly to the President of IFCO.

- Successfully introduced / implemented the RPC concept to C-Level & Executives with leading retailers earning Sales Growth; RPC total rentals in 1995: 10,000, 1996: 100,000, 2000: 1.5 million, 2005 2.0 million
  - Appointed to Standardization Task Force by *Ontario Fruit and Vegetable Growers Association*
  - Vice Chairman, *Legislative Committee for the Reusable Pallet and Container Coalition*

**CHIQUITA BRANDS INTERNATIONAL, Cincinnati, OH, 1990 to 1995**

*\$3 billion international grower and shipper of fresh food products.*

**Business Development Manager, Westborough, MA – New England market - \$21M Sales** 1993 – 1995

- Increased sales 65% in less than 2 years – Top 10% of Sales Reps. Set sales direction & targets. Managed all promotional & marketing campaigns. *Purity Supreme Supermarkets, Stew Leonards, Bozzutos, Almacs, Big Y Foods, Stop N Shop, Star Markets, Shaw's and Demoulas Supermarkets, Roche Bros. and A & P/ Foodmart.*

**Account Manager, Waltham, MA - Western MA, CT, Albany, NY & RI market - \$10M Sales** 1991 - 1993

- Increased territory sales by 50% in 18 months. Developed business plan formats adopted across the region.

**S.R. Marketing Service Representative, Natick, MA** 1990 – 1991

*My career began with Hubert Company, a Supermarket Supplies Distribution company in Cincinnati, OH - exceeded territory projections by 28% within 12 months. Six times - "Account Manager of the Month"*

**EDUCATION & TRAINING / PROFESSIONAL AFFILIATIONS****UNIVERSITY OF CINCINNATI, BS in Business Administration, Cincinnati, OH (Activities: Co-Captain Tennis Team)**

- Time Management, Value Added Selling, Leadership Seminar, AMA; Problem Solving & Decision Making, Kepner-Tregoe; Partnership Selling, University of Wisconsin School of Management; Negotiate to Win, AMA; P.M.A. Management Training Program, Produce Marketing Association, How to Sell at Higher Prices Than Your Competition, High Yield Management. HR & Labor Law Compliance (Sexual Harassment, Diversity, etc.).
- Memberships: PMA - *Fresh Summit Committee & Membership Committee*, Eastern Produce Council, Southeast Produce Council, RPCC Legislative Committee, New England Produce Council.

**David A. Mota**

San Luis, Arizona 85349

(928) 988-2289

dmota07@gmail.com

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**Qualifications and background**

-Farm management	-Pest control	-Organic farming experienced
-Water treatment specialist	-Irrigation scheduling	-Bilingual (Spanish 100%)
-Supervisor management	-Weed control	-Soil preparation

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**Experience:**

May 1st 2014 to present

**Bornt and Sons Inc., Farm Manager; Organic leafy greens.**

- Coordinate all departments daily according to planting and harvesting schedules.
- Oversee the crew at land preparation to ensure an even crop and maximizing yields.
- Manage the irrigation schedules, assign crews to different ranches, and implement plant protection and nutrient programs.
- Seed selection for planting depending on the soil and season.
- Walked fields daily scouting for pest, weeds and nutritional deficiencies.
- Work daily with the Food Safety Department in the implementation of the Safety Program and to ensure the farm is following the Good Agricultural Practices and LGMA.

May 1st 2012 to May 1st 2014

**Duncan Family Farms operations supervisor; Organic leafy greens.**

- Supervised 6000+ acres in Goodyear, New Cuyama and the Imperial Valley.
- Supervised the implementation of the fertilizer/pesticide plan, made recommendations as needed by visual inspection.
- Would walk the fields on a daily basis to visually check the progress of the crop and made recommendations accordingly.
- Supervised irrigation crews and all applications.
- Supervised the carrot program in conjunction with Bolthouse for an additional 1800 acres
- Supervised an additional 30 men crew the carrot program including irrigators and tractor drivers.

November 2011 to May 2012

**Advanced cooling systems, Supervisor.**

- Oversee the facility, HydroVac cooler, Ice Injectors, implemented HACCP plans, made sure the crew followed GHP's, Employee safety and all aspects of receiving, cooling, dispatch, loading and shipping.
- Implemented the SOP's (Standard operating procedures), report SOI to Ippolito International, Church brothers, Taylor Farms and other companies.
- Quality control implementation and temperature monitoring and daily inventory.
- Establish schedules for employer and monitor work performance and competency.

August 2009 to November 2011

**Greenheart nursery, Supervisor.**

- Seeding and propagating vegetables, continuous plant inspection, irrigation and delivery of plants.
- Monitor and maintenance of the irrigation and climate systems.
- Propagate seeds for major growers like: D'arrigo, Taylor, JV Farms
- Experimental research and development on behalf of client growers of a variety of plant species.

October 2009 to November 2012

**Moringa Farms, Grower.**

- Partner and operate a Moringa nursery for research and sale.
- Research and development for cattle feed for beef production and dairy.
- Controlled and prevented disease, pests and would evaluate the plant progress and the soil composition.
- Prepared biodynamic soil compost for improved soil health and growth.

December 2006 to March 2012

**High purity water technician, Self-employed.**

- Under contracts, would install water treatment systems, troubleshoot water treatment equipment.
- Installed pumps, water delivery systems and would perform water testing and analysis.
- Equipment sales according to client's needs.

**Education:**

**California Department of Pesticide Regulations-Dec 2014**  
**Private Applicator Certificate**

**University of Arizona-Dec 2011**  
HACCP, GHP's and GAP training.

**Arizona Department of Agriculture-Aug 2011**  
Private Pesticide Applicator certificate

**David H. Paul, Arizona Western College-May 2006**  
High Purity Water Specialist

**Arizona Western College-Aug 2004**  
Electrical Wiring, Plant Science

# Jon B. Nickless

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## Objective

To lead a successful and profitable agricultural operation

## Experience

2014-Present 21<sup>st</sup> Century Equipment Holyoke, CO

### **Location Manager of a John Deere dealership**

- Brought location back to profitability
- Responsible for sales management over 3 sales professionals
- Increased sales, increased margin, and improved market share
- Management of aftermarket departments
- Large profitability gains in all three departments
- Successful direct sales to customers
- Brought a positive culture to the employees and customers

2012-2013 Wulf Cattle/Eagle Creek Farms Bassett, NE

### **General Manager over two feedlots**

- Managed two independent cattle feeding operations
- Participated in management of 12,000 acre farm
- Executed operations restructure and rebuilt management team
- Coordinated cooperation between farming and feeding operations
- Participated in Natural and NHTC programs(ID Preserved)
- Facilitated commodity procurement and transportation
- Oversaw harvest and construction projects

2000-2012 Great Bend Feeding Inc. KS and NE

### **General Manager (30,000 head capacity)**

- Operated very profitable custom cattle feeding and farming operation
- Dramatically improved cattle performance
- Developed successful management team
- Remodeled facilities to improve efficiencies
- Implemented environmental compliance program.
- Customer development, management and retention
- Developed strategies for commodity procurement and risk management.
- Developed grazing program on associated farm ground.
- Managed annual 15,000 ton silage harvest.
- Executed numerous production and research trials.
- Developed statistics based quality control programs.
- Initiated and managed equipment purchasing programs.
- Produced and operated under financial budgets with great success
- Developed an excellent community relationship
- Feeder cattle procurement and finished cattle sales
- Restructured team assignments and responsibilities
- Developed detailed departmental reporting and communication systems.
- Purchased and managed custom manure spreading business.

1998-2000                      Hoxie Feedyard, Inc.                      Hoxie, KS

**Assistant Manager (30,000 head capacity)**

- Implemented feed yard expansion project.
- Lead annual processing of 2 million bushel of high moisture corn.
- Remodeled existing feeding facility.
- Managed daily operations

1993-1998                      Koch Beef Co.                      Multiple Kansas Locations

**Management Trainee, Cattle Foreman, Assistant Manager**

- Learned day to day management of large feeding operations.
- Participated in a major mill remodeling project.
- Implemented and managed employee review process.
- Worked on evaluation of cattle sorting programs.
- Collected carcass data at multiple slaughter facilities
- Managed operations in yards 30,000 to 40,000 head

**Education**

1989-1993                      University of NE - Kearney                      Kearney, NE

- Bachelors Degree in Agricultural Management Technology.
- Minor in Business Administration.

**References**

Rob Cooper	Cattlemen's Nutrition Service Consulting Nutritionist 402-480-0440
Trent Fox	Veterinary Research & Consulting Consulting Veterinarian 785-324-9200
Brian Turner	Temple Tag Cattle Identification 620-339-9844
Chub Klein	Animal Health International Pharmaceutical Distribution 402-443-7337

## Education

05/94 - 12/95 **Texas Tech University** - Lubbock, TX 79409-2122

### Master of Agriculture

Major: Agriculture Minor: Management - MBA (LEAD Program) GPA: 3.6

#### Awards/Activities:

- Texas Tech Weeds Team - Spring 1995
- Venture Tech (Professional Organization for Entrepreneurial Studies): Chief Operating Officer - Fall 1995 - Responsible for coordinating meetings in absence of CEO and liaison to academic advisor
- Texas Tech Small Business Consulting Team: Project Leader - Fall 1995

Research: Precision Irrigation — PET modeling using Drip and LEPA application methods

09/93 - 12/93 **Texas A&M University** - College Station, TX 77843

### Master of Science in Land Economics and Real Estate (LEAR program) "no degree"

08/88 - 08/93 **Texas A&M University** - College Station, TX 77843

### Bachelor of Science in Agricultural Economics

Area of Concentration: Agribusiness and Accounting

Awards/Activities: ALPHA GAMMA RHO - Professional/ Social Fraternity

#### Pertinent Course Work:

Farm and Ranch Management	Financial Accounting	Financial Management
Land Policy	Governmental Accounting	Economic Analysis of Government Policy
Natural Resource Economics	Auditing	Economic Analysis of Monetary and Fiscal Policy
Entomology	Corporate Tax	Real Estate Modeling & Analysis
Soil & Nutrient Management	Personal Income Tax	Multi- National Business Strategy
Plant Pathology	Business Consulting Practical	Technical Report Writing
Agriculture Marketing	Entrepreneurial Decision Making	Research Statistics

## Work Experience

11/10 — *Present* **Western Farm Management Services Llc.** — Poston, Arizona 85371

Supervisor: Board of Directors/General Partners

Job Title: Principal Consultant

Duties: Providing active and engaged "boots on the ground" management with executive level leadership in all phases of agribusiness from crop production to value added processing and distribution systems. Specializing in advisory and interim management for large commercial integrated farming and agribusiness operations. Concentrated interest in troubled agriculture and operating business assets (turnarounds, restarts, restructures and disposals), agriculture asset investment (value added farmland acquisitions and development), and agribusiness startups. Currently with over 97,000.00 agriculture acres under management.

#### Notable Engagements:

- Restructuring & Operations - Executive Director for an agriculture private equity fund
  - \* Chairman of Operations Committee
  - \* Member of the Investment Committee
  - \* Member of Fundraising Team
  - \* Direct oversight of Acquisitions and Development and Agriculture Operations
- Development & Financial Modeling - COO for a start-up value added agriculture private equity fund
  - \* Lead on acquisitions and development, investor presentation, financial modeling, and regulatory compliance
- Investment Deployment Plan - Farmland REIT
  - \* Established US farmland investment strategy based on availability, value, growth, and sustainability of ROI.
- Strategic Venture Management - Certified seed crop enterprise
  - \* Established strategic location and production opportunity
  - \* Land lease team
  - \* Negotiated vendor contracts
  - \* Operations production & processing plans (seed to port)

03/11 - 09/13 **Eagle Produce Llc.** — Scottsdale, Arizona 85250

Supervisor: Managing Member

Job Title: Agriculture Operations Manager/GM

Duties: Effectively manage an est. 60,000 acres; consisting of 28,000 farm acres in 2 states and 3 major locations; with an est. \$48M annual crop budget; supervised personnel of 5 farm managers, 5 department managers, 70+ full time employees, and 300+ seasonal workers. Other responsibilities include management of cotton gin venture, granaries with seed cleaning facilities, and produce cooler/warehouses. Developed crop plans and operational budgets. Also provided oversight of work orders and purchasing, assumed additional duty as VP of Marketing to lead and negotiate sales and marketing agreements for all farm commodity sales.

#### Specific Accomplishments:

- Discovered an est. \$200K in annual unbilled AR's from internal audit in the strategic restructuring process
- Reduced annual energy cost by one half through enhanced irrigation management
- Developed precise crop management prescriptions along with underutilized internal management talents to build a production platform that increased farm output across all crop enterprises. (20% to 200% crop yield increases)
- Worked in detail with compliance executive to develop and execute GAP, GMP, and HACCP programs.

05/10 - 11/10 **Colorado River Indian Tribes** – 25980 15<sup>th</sup> Avenue, Parker, AZ 85344

Supervisor: Authored and Presented Detailed Monthly Reports for Public Deposition before the Tribal Government

Job Title: Director/GM - Tribal Farm and other Agriculture Operations

Duties: Managed an 11,000 Acre for profit Tribal Farm Enterprise; consisting of over 300 irrigated fields; est. chattel value of over \$20M, est. operating budget \$9M, est. sales in excess of \$14M; personnel of 5 office staff, 35 fulltime operations staff, plus seasonal workers. Other management responsibilities included a cotton gin venture, vegetable packing shed, and custom services. Direct internal responsibilities included feasibility studies, crop budgets, strategic plans on capital expenditures, negotiating all sales and marketing agreements, development of procurement policy, and development of an official Plan of Operation.

Specific Accomplishments:

- Rebuilt 5 years of financial history to complete a critical federal audit mandate worth an est. \$20M reward in federal grant funding
- Operational reset and audit completed in advance of deadline and engagement cost was reduced to 25% of est. budget
- Increased crop yields on cotton by 90% over historic yield average
- Designed and established strong internal controls to protect assets and establish financial oversight with transparency for the CRIT Tribal Government.

12/95 - **Present Reed Enterprises** - 201 Freeman Road, Denver City, TX 79323

Supervisor: Bill F. Reed

Job Title: Managing Partner

Duties: Investments are focused towards partnership arrangements or joint ventures in the management and development of agriculture related business activities including farming and ranching operations, and integrated value added agriculture processing facilities. Private client services and professional engagements are specialized in asset management from inspection services to the establishment of active fiduciary controls to protect asset value and earnings. Accomplished through transparency in oversight and reporting with principles, government agencies, trustees, and board of directors.

Notable Engagements:

- 15 year contract providing private client services to manage assets held in trust by Wealth Management division at Compass Bank.

- Annual inspections to evaluate environmental impacts of oil & mineral exploration and production
- Contract negotiation on right of way and oil and gas damages
- Annual crop plan and management of farm assets
- Tenant management and direct farming of agriculture assets

04/95 - 12/08 **Reed Family Farms** - 1003 2nd, Plains, TX 79355

Supervisor: Bill F. Reed Sr.

Job Title: Managing Partner- Family Farm and Livestock Operations

Duties: Managed an est. 8,000 acres of family owned farmland with an est. operating budget \$6.7M. Direct management of farm operating plan, crop budgets, and marketing agreements. Also directed farming operations which included oversight of crop management, irrigation management, and efficient equipment utilization.

Specific Accomplishments:

- Developed over 4000 acre of virgin range land into irrigated commercial farmland
- Negotiated strategic marketing alliances for multiyear preferred provider cropping programs
- Increased enterprise profit efficiencies by shift production into value added crops, identity preserved, organic, produce, and tree crops.

08/94 - 07/96 **Louis Dreyfus - Allenberg Cotton Co.** - Box 3727 Lubbock, TX 79452

Supervisor: Anthony Tancredi

Job Title: Cotton Merchant

Duties: Operated purchasing program, effectively using hedging and arbitrage strategies to maximize the financial position of my trades. Other responsibilities include researching & analyzing of market data, crop scouting, coordinating logistics, and developing new business. Also provided advisory to the wheat and cattle trading divisions of Dreyfus Group.

Specific Accomplishments:

- Managed process of securing federal approval for 1<sup>st</sup> "marketing option contract" which increased efficiency in value chain by an est. \$10 per bale.
- Developed Allenberg's first farmer direct purchasing campaign, by presenting marketing classes in public forums.

## Other Information

Computer Skills: QuickBooks, Famous, Filemaker Pro, Outlook, Microsoft Word, Excel, and Power Point

Foreign Language: Spanish

Short Courses and Certificates:

Real Estate	Agriculture & Food Safety	Business
Texas Appraisal License 17-04 Agricultural Chattel Valuation Certification Business Valuation Certification Appraisal Institute - Land Appraisal Report Writing	HACCP Food Safety Certification Worker Protection Trainer (AZDA) License #5837 AZ Agricultural Private Applicator License #PUP 60885 Fumigant Applicator Training Ref. #101461 NFTA Certified Hay Sampler - License #1012.	QuickBooks Certified Training (Real-world) Texas Master Marketers - spring 2000 Six Sigma - White Belt Certificate CPA candidate

Study Abroad: **University of Tamaulipas;** Study of Agriculture and Business throughout Central Mexico, Specific Study on Producer and Packer Relations of Commercial Farms of Mexico.

Organizations: **American Society of Farm Managers and Rural Appraisers (ASFMRA)**, Arizona Chapter.

# PAUL M. SMITH, MBA & CPA

255 Barcelona Drive, Boulder, Colorado 80303

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## SUMMARY OF QUALIFICATIONS

Accomplished **SENIOR BUSINESS EXECUTIVE** having broad general, operational & financial management experience with consistent success in consumer & business product companies (start-ups to public companies).

- Excellent track record as CFO and President in building business value by leading companies in solving business problems, and implementing strategies to improve sales and operating performance.
- Successful as CFO in building business value in high growth companies. A representative example includes leading a 50% sales increase and implementing new profit improvements of \$5 million over three years, which quadrupled profits and business value.
- Successful as Interim President leading turnaround of \$400 million global business: directly managed largest \$200 million division turnaround, & implemented \$16 million of global profit improvements.
- Recognized for building strong financial / operating organizations; implementing proactive business reporting / forecasting, SEC reporting, and financial controls relating to corporate governance; and reengineering / streamlining business systems using new IT technology.
- Highly successful presenting businesses and raising equity / debt capital. Expertise working with boards, investors, bankers, financial & legal counsel, & investment bankers. Directed sixteen M&A's.

## PROFESSIONAL EXPERIENCE

### **ENERPATH – REDLANDS, CALIFORNIA**

**2009-PRESENT**

*\$50 million revenue energy efficiency company providing programs & software to utilities & businesses.*

#### **Chief Financial Officer**

Direct report to CEO, and member of BOD & leadership team. CFO responsibilities included financial control, planning & analysis, treasury, audit / tax, acquisitions, IT, HR, and legal functions.

- Led business strategies to move Company from Southern California to a national leader in energy efficiency programs & software. Currently have \$140 million contracted business backlog (3 years).
- Secured \$3 to 4 million LOC to finance sales growth during 2009-10 banking crisis.
- Successfully sold Company to a public company in March 2015.

### **PS VENTURES / OI VENTURES – BOULDER, COLORADO, & ST. LOUIS, MISSOURI**

**2008-2013,**

*Business Advisory / Venture firms advising consumer product & new technology companies*

**& 2004-2005**

#### **Business Advisor**

Advise / lead companies in business plans & strategies, building management teams, & raising capital in mainly organic / natural consumer product and energy efficiency sectors.

- Advise multiple businesses in developing / executing successful business strategies to build business value; direct equity-debt raises & highly successful achieving equity-debt commitments.

### **CHARTER BAKING COMPANY – BOULDER, COLORADO**

**2006-2007**

*\$80 million revenue high growth, organic food company owned by private equity*

#### **Chief Financial Officer**

Direct report to CEO and member of executive team. CFO responsibilities included financial control, planning & analysis, board of director interaction, treasury, audit / tax, acquisitions, IT, HR, and legal functions.

- Led integration of four acquisitions into high growth, organic brands, consumer products company.
- Successful raising \$7.5 million in equity and \$5.5 million in debt to finance acquisitions / expansion.

### **SENSIENT TECHNOLOGIES CORPORATION – COLOR GROUP – ST. LOUIS, MISSOURI**

**2002-2004**

*\$400 million revenue group of a billion \$ public company in consumer, business and technology products*

#### **Chief Financial Officer, Color Group and Interim Group President**

Direct report to President & member of executive team; performed both President & CFO roles for 8 months. Led global operations of 6 divisions & 25 business units in Americas, Europe & Asia. As CFO, managed worldwide Finance, IT, HR, & interfacing on SEC matters / acquisitions. As President, directed worldwide operations & managed \$200 million North America (NA) division including sales, manufacturing & logistics.

- Recognized for building strong worldwide financial / operating organizations; implementing proactive business reporting / forecasting, SEC reporting, & financial controls relating to corporate governance.

- Redirected strategies & initiated sales / profit improvements by: 1) stopping competitor sales & deep discounting in NA (sales & profit growth (\$8 and \$2 million), 2) global manufacturing consolidation (\$7 million), 3) manufacturing, product cost, SKU & transfer pricing efficiencies (\$7 million).
- Directed successful integration of six acquisitions in Europe / North America.

**NANCY'S SPECIALTY FOODS – NEWARK, CALIFORNIA****1996-2002***\$70 million revenue natural consumer product Company owned by private owner and private equity***Chief Financial Officer**

Direct report to CEO and member of executive team. Played primary role in leading Company in developing / executing business strategies and managing day-to-day operations. CFO responsibilities included board of director interaction, financial analysis & control, treasury, audit / tax, acquisitions, IT, HR, customer service, and legal functions.

- Initiated & led sales / profit improvement strategies increasing sales by 50% and quadrupling profits to \$8.5 million over a three year period. Grew sales \$20 million by shifting resources to secure new product line; saved \$5 million annually from profit initiatives including product / packaging cost reductions, manufacturing / distribution efficiencies, and promotional / overhead efficiencies.
- Quadrupled shareholder value realized upon sale of the Company after third year due to improved sales and profit performance. Developed strategy, presented business and managed sale of Company.
- Restructured debt reducing borrowing rates by 100 basis points. Redesigned wage compensation to pay for performance, and 401K / profit sharing plan increasing participation from 33% to 85%.
- Directed reengineering of business implementing new ERP, customer service and promotional spending management, and analytical database systems and new WAN / LAN networks.

**DAKOTA BRANDS INTERNATIONAL – BOISE, IDAHO****1995-1996***\$5 million revenue consumer products start-up company***President / Owner**

Directed business strategies / sales development; transformed manufacturing facility to viable business tripling sales revenues / profitability by growing customer base. Co-owned business (50% owner) from 1992 to 2000.

**SENSIENT TECHNOLOGIES CORPORATION – FROZEN FOOD DIVISION – BOISE, IDAHO****1992-1994***\$300 million revenue consumer products division of a billion \$ public company***Divisional Controller, Frozen Food Division**

Developed / led execution of profit improvement strategies increasing annual profits by 50% or \$9 million, received President's Award for outstanding leadership / contribution to performance. Presented / managed Division sale at high PE ratio; led oligopoly issues resolution for favorable Hart-Scott-Rodino Antitrust ruling.


**JLFOODS – EUGENE, OREGON****1987-1992***\$1 billion revenue consumer products division of multi-billion \$ public companies, John Labatt / H.J. Heinz***VP Finance-Crestar Foods; Manager Financial Analysis/ Control- JL Foods**

Directed turnaround strategies consolidating business units; improved annual profits by \$4 million; received President's Award for contribution. Managed finance / control in seven high growth, operating companies. Reengineered business reporting / forecasting process to enable proactive decision making.

**INTEL CORPORATION – HILLSBORO, OREGON****1986-1987***Multi-billion \$ high technology public company***Senior Financial Analyst****DELOITTE & TOUCHE – PORTLAND, OREGON****1979-1986***Big four international CPA firm***Audit Manager****EDUCATION**

**Master of Business Administration** - Santa Clara University; **Bachelor of Science, Economics** - University of Oregon; **CPA** - State of Oregon – 1980

## **BILL TARAZEWICH**

gmail.com ▪ (214) 354-1662 ▪ McKinney, TX 75070

# **PRODUCE INDUSTRY SALES & BUSINESS DEVELOPMENT SENIOR EXECUTIVE**

- 
- **Top-producing sales pro with a strong record of increasing profit, revenue and volume through transforming low-performing divisions into some of the most profitable.**
  - **Re-negotiated various contracts resulting in \$2.5 million annual savings at Taylor Farms Texas.**
  - **Tenacious in building new business, securing customer loyalty and forging strong relationships.**
  - **Savvy national and regional manager with a history of surpassing sales goals in all accounts.**
- 
- Consistently produced better results and profits in each position held with 4 major produce companies.
  - Turned around the Texas division of Taylor Farms from the least profitable of 9 divisions to one of the best.
  - Passionate about building successful sales teams that include the most dedicated and passionate people who are self-motivated, high-energy and able to address all customer needs.
  - Strong belief in succeeding ethically in all business interactions and maintaining moral integrity while pursuing professional goals.
- 

## **PROFESSIONAL EXPERIENCE**

**Taylor Farms Texas** – Dallas, TX

**VICE PRESIDENT, BUSINESS DEVELOPMENT**

Sep. 2013 – present

- Promoted from GM to oversee company assistance with profitability and volume growth with all 7 regional processing facilities.
- Review financials, freight/raw product contracts, overhead, yields, payroll, utilities, capacity, and capital needs.
- Hired and trained entire management staff for newest division in Seattle, Washington that included Division President, Controller, QA Director, Operations Director, Procurement Director, and Shipping/Receiving Manager.
- Managed the Seattle Division from 5,500 daily units to 32,000 daily units from July 2014 – July 2015. Added two largest retailers in the market, QFC and Fred Meyer. Safeway/Portland sales started June '15 with Safeway/Seattle division starting September '15.
- Managed Seattle sales division and increased sales over 60% while increasing profits above company projections.

## **GENERAL MANAGER**

2009 – 2013

- Promoted from Vice President Sales to oversee the entire Texas division, reporting to division President.
- Responsible for increasing profitability to \$16 Million annually while increasing Sales by 31%, Revenue by 39%, and Volume by 26%.
- Renegotiated contracts for raw product, utilities, equipment leases, in-bound and out-bound freight for \$2.5 million annual savings.
- Played a key role in bringing the Texas division from the least profitable of 9 divisions to one of the best.
- Reassessed the sales and customer service teams, changed the top 10 customers to become profitable, and changed the business model from 100% foodservice sales to adding retail and deli customers.
- Initiated a successful turnaround as the Texas division was losing money weekly. Responsible for creating and increasing profit and growing departments in all areas including transportation, procurement, and operations.
- Introduced profitability in all departments which ensured for the first time that all management and supervisors received annual pay increases and large bonus pools.

## **VICE PRESIDENT, SALES**

2004 – 2009

- Set up new Customer Service procedures and built an entirely new Sales team. Increased Food Service sales by 12% average annually. Added Retail and Deli sales that contributed to additional \$41 million in annual sales.

## **Tanimura & Antle, Inc. Dallas**

**DIRECTOR OF RETAIL SALES** – Dallas, TX

1999 – 2004

- Increased annual volumes by 17% while increasing revenue by 22%.
- Eliminated extensive broker network and replaced with experienced produce regional staff.
- Managed all national and regional account contracts.
- Managed 18 corporate sales employees and 8 regional sales staff.

## **REGIONAL MANAGER, MIDWEST**

1995 - 1999

- Responsible for managing Retail and Food Service sales from Indianapolis covering seven states.
- Successful in double digit volume and revenue growth each year.
- Managed sales contracts with Kroger, Meijer, Super Value, Sysco, US Foods, Cub Foods, Dominick's, and Thriftway Foods.

## **Washington Apple Commission, Dallas**

**DIRECTOR OF REGIONAL SALES** – Dallas, TX

1987 – 1995

- Managed 8 Regional Sales Reps, responsible for ad support, sales, training seminars, food show participation.
- Consistently increased case volume, ad volume, and new product growth each year in all 8 regions.

**Dole Fresh Vegetables, Dallas**  
**REGIONAL SALES MANAGER**

1983 - 1987

- Surpassed company sales goals annually and assisted in making the Dallas regional office the Number 1 revenue and profit division.
- Responsible for sales, accounts receivables, marketing, allowances for 7 states including accounts such as HEB, Safeway, Wal-Mart, Super Value, Fleming Foods, Sysco, and US Foods.

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**EDUCATION**

Bachelor of Business Management degree - University of North Texas, Denton, Texas – 1983

Bill Tarazewich  
2008 Cotton Mill Dr.  
McKinney, TX 75070

Mark A. Vindiola (760) 756-8120 markv61@msn.com

### **Bilingual Human Resources Director**

24 years' experience in Human Resources, OD, Employee Relations and Risk Management/Safety.

#### **EXECUTIVE PROFILE**

Accomplished background in HR/Safety to include legal, compliance, conflict resolution and instruction. Collaboration with senior management in strategic planning designed to promote corporate policy and achieve goals. Experienced in both union and non-union environments and exempt and non-exempt personnel. Expertise in HR/LR matters to include business management; legal awareness; workplace grievance; handbook/policy analysis; management/partner coaching and educational training. Proven leadership and mentoring skills that encompasses both the private and government sectors.

#### **CORE STRENGTHS**

Operations Development, Dispute Resolution and Mediation, Legal Compliance, Workplace Grievance, Emergency Preparedness, Policy & Procedure Creation/Revision, Management Coaching, Educational Training, Best Practices Review and Implementation Counseling/Coaching all levels of Management, Investigations of Legal Issues and Internal Affairs. HRIS systems (ADP, People Soft, Paycheck, Paylocity)

#### **PROFESSIONAL EXPERIENCE**

##### **Bornt Family Farms, Inc.**

Director of HR and Food Safety July 2012 to present.

Established this rapidly growing company's first ever Human Resources Department covering 250 employees. Restructured policy and procedures and brought company up to HR standards and compliance. Initiated a benefits savings of 8% with 80% company paid benefits. Instrumental in ensuring compliance with all US governmental compliance issues that were required in opening a new operation. Responsible for all benefits administration including insurance and FMLA administration. Provide employees with information regarding policies, job duties, working conditions, wages, and opportunities for promotion. Responsible for the comprehensive safety and health improvement processes to ensure safe and productive work sites and minimize risk. Implement behavior based safety programs to facilitate change and effectiveness of training. Review and evaluate safety and health programs, Ensure compliance with all "Good Agriculture Practices" in a food processing environment. Manage processes that meet corporate and customer quality assurance requirements Ensure FDA and USDA standards requirements are documented and compliance is maintained Design quality assurance training programs that meet the needs for the entire facility Ensure HACCP standards are followed and documentation compliance is verified Monitor processing procedures to ensure compliance with quality standards. Prepare monthly quality assurance reports Facilitate uniform quality standards for food safety.

##### **GO KIDS INC.(Not for profit)**

Director of Human Resources February 2009 to October 2011 (layoff)

Manage and define the strategies for the HR Dept., both for the centers and administrative offices, provide leadership and supervision to department staff. Member of the Executive management team, develop and administer programs, procedures, and guidelines to help align the workforce with the strategic goals of the Agency. Determine and recommend employee relations practices necessary to establish a positive employer-employee relationship and promote employees morale and motivation. Keep policies

and procedures up to date with legal changes and new requirements. Manage the agency's HRIS, employee benefits and safety program Lead and conduct investigations when employee complaints or concerns are brought forth. Oversee and manage employment terminations. Lead the implementation of the performance management system that includes performance development plans (PDPs) and employee development programs and coordinate the performance evaluation process.

#### **CARSON NUGGET CASINO**

Director of Human Resources/Risk Management -April, 2007 to October, 2008 (layoff)

Accountable for all HR/ER and Safety functions to include employee relations; recruitment and staffing; planning and reporting; legal compliance policy, development. Assisted with formal orientation of new employees and partnered with Director of Operations to ensure management remained compliant with guidelines. Conducted wage and benefit surveys. Designed a new performance management process to incorporate performance reviews, career development and disciplinary issues into one structure. Overhauled policies and procedures; designed new administrative forms used to eliminate repetition and speed up all administrative processes. Continuously assisted managers with the creation of specific guidelines designed to fit individual agendas. Designed new training programs to include EEOC, Sexual Harassment and Basic Management Skills. New policies and management training resulted in the successful denial of 97% of all DOL claims and every EEOC filing. Enhance customer relations by partnering with managers in areas of personnel selection and on-site inspections. Implemented lean cost-cutting measures to include advertising, pre-employment screening, equipment and uniforms, insurance costs and unemployment claims. Reviewed PL and AP with CFO and was a member of the IT committee team. Conducted background Checks of all New Employees and all Vendors. Oversee the collection and input of data into HRIS, and audit data files to ensure integrity and accuracy.

#### **FOOD SERVICE INSURANCE MANAGERS**

Director of Human Resources/Safety – May, 2004 to April, 2007

Served as lead HR/Safety and Employee Relations Contact for several leading Ag, manufacturing, vineyards and Hospitality companies throughout the state of California, Arizona and Nevada. Conducted Safety / HR audits to ensure full compliance with regulatory and internal standards. Design and implemented Employee Relations programs for companies to ensure a non union working environment. Ensured compliance and consistency of all company policies, procedures and practices Administered full-cycle recruiting process; including placing job ads, collecting and screening applications, arranging on-site interviews, and post-interview follow-up. Coordinate changes, terminations, billings, and fielding employee questions and concerns. Prepared employee separation notices and related documentation, and conducts exit interviews to determine reasons behind separations. Conducted safety training to ensure OSHA compliance. Planned and conducted new employee orientation to foster positive attitude toward company goals. Communicated and controlled compliance with labor laws such as Equal Employment Opportunity and FLSA. Spearheaded the Labor Law Display compliance program for several companies. Ensured that appropriate state, federal, and OSHA compliance posters were properly displayed in the workplace. Monitored the compliance of drug screening guidelines for several companies.

#### **GROWERS EXPRESS (Grower/Shipper)**

Manager of Human Resources/Safety-February, 1992 to May, 2004

Responsibilities include but not limited to employee relations, benefits, database management, ensuring compliance of all legal and government reporting and policies for the divisions. Participate in recruitment efforts for exempt and non-exempt positions; schedule interviews, coordinate temporary staffing for the divisions. Coordinate and monitor leaves of absences in designated departments in the company.

Supervised overall safety program for the company. Specializing in bilingual Spanish training. This entailed direct, hands on safety in the field and classroom for employees. Completed routine tasks under my direction as the compliance manager for the company. Ensure compliance and consistency of company policies, procedures and best practices. Track reviews and handle performance management issues with managers and associates. Supervised merit increase, salary adjustment and changes, transfers, leave of absence, etc. Participate in recruitment effort for exempt and non-exempt personnel; coordinate advertisements and position postings; Monitor personnel hiring and terminations and ensure accuracy of data input and systems access for managers. Prepares and compile data for staffing and diversity related reports and distribute to management. Accountable for HACCP & food safety training for the company. Responsible for the interpretation of required standards of food safety according to both Growers Express and Green Giant policies, procedures, and practices to managers and employees. Ensured the company met all required food safety laws, regulations. Provided training to all employees and managers on Growers Express, HACCP and GMP programs and policies. Excellent communication with executives and field management to gather and convey relevant information to the GM/EVP.

## **EDUCATION**

San Diego State University: BA degree in Business Administration.  
Hundreds of technical and CE hours devoted to a continued development in training and management.

## **OTHER KNOWLEDGE SKILLS & ABILITIES**

Extensive knowledge of human resources, employee relation best practices, diversity programs as well as both short and long-term strategic planning.  
Counsel in all aspects of HR processes to ensure alignment of approved strategies in support of specific business objectives.  
Address staffing concerns including orientation; recruitment; selection and development of talent; performance management; turnover; and involuntary terminations.  
Analyze HR data and make recommendations accordingly.  
Experienced mediator; provide coaching to help resolve of grievances and complaints using ADR (alternative dispute resolution) and other conventional methods.  
Proper investigation of EEO matters. Interpersonal skills, written, and presentation skills.  
Strong analytic and problem solving skills; exceptional communications skills.

# Jason Waseman

17174 S. Scarlett Cliff Pl. Vail, AZ 85641 | (H) 520-762-3200 | jawaseman@gmail.com

## Professional Summary

Accomplished, results driven logistics leader, with over 20 years of experience delivering improved efficiencies, cost savings, and increased revenue. Track record of leading high performance teams, developing talent, and building strong relationships.

## Key areas of expertise

Program & Project Management  
Reverse Logistics  
Strategic Planning & Execution  
Budget & Cost Containment  
Supply Management  
Vendor Relations, Sourcing & Analysis  
Operations Management  
DOT & Hazmat

Continuous Improvement  
Demand Planning  
Distribution Management  
Logistics Planning  
Certified Transportation Broker  
Microsoft Office, Lean Logistics  
JDE, Famous, AS400, Sterling  
Diverse Team Building, Mentoring, Leadership

## Work History

**Director of Logistics** 2015 to current  
**Winnett Organics-** Phoenix, AZ

Startup organic produce company with an initial 20,000 acres growing/shipping/marketing over 80 commodities. Responsible for a \$40M transportation spend across three locations in Arizona and Nevada on day one. Aggressive growth plans to top \$1B in revenue by year 5. Manage start up and subsequent operations of a 300,000 SQ foot distribution and packing facility.

**Director of Logistics and Procurement** 2014 to 2015  
**Monrovia Nursery Company-** Azusa, CA

Responsible for corporate strategy related to \$24M freight spend and \$17M material procurement. Oversee and manage local level staff in the logistics, shipping, and purchasing departments at 4 regional nursery operations, located on the east and west coasts, encompassing over 4000 acres. Streamlined process to reduce order lead time and improve inventory cycles, allowing for weekly store deliveries of over 3000 sku's to over 6700 customers while maintaining a 98% on-time delivery performance. Executed an RFP for transportation sourcing which resulted in a 12% reduction in freight cost. This was a very meaningful contribution considering 80% of our volume is shipped in a 3 month period in the highly competitive spring months. Directed and monitored all aspects of our private fleet of 34 trucks including drivers, equipment, and backhaul operations. Created a centralized tracking and reporting system allowing us to standardize all operations and drive continuous improvement and reduce cost.

**Director of Distribution and Logistics** 2005 to 2013  
**Eurofresh Farms-** Willcox, AZ

Directed all Logistics and Distribution functions including transportation and freight for a 318 acre tomato and cucumber greenhouse facility, spread across four intrastate locations.

Oversaw an annual \$20M budget for the shipping, receiving and transportation departments.

Implemented effective process controls, and quality improvement initiatives.

Managed reverse logistics for supplier and customer returns, along with all recycling programs.

Leveraged strategic partnerships with carriers to have year around capacity commitments while exceeding customer service requirements and leading the industry in load factor.

Led cross functional teams in project development while we experienced rapid growth from 188 to 318 acres.

Provided leadership for a team of 32 shipping, receiving, and supply and demand planning.

Executed a \$1.2M cost savings off the freight budget by eliminating forward distribution centers and going customer direct to over 65 of the top 100 retailers. In addition, this greatly reduced shrink caused by damage in product handling and mis-ships.

### **Transportation Manager**

2000 to 2005

**Perseco-** Downers Grove, IL

Managed Logistics Planning for all promotions and special projects.

Responsible for all regional and national load planning and routing for McDonalds packaging and toys.

Performed carrier analysis and contract negotiation/selection.

Developed new palletizing and loading methods to reduce product damage to 0%.

Managed 4 transportation analysts.

### **Operations Manager**

1999 to 2000

**UPS Worldwide Logistics-** Naperville, IL

Managed the startup and subsequent operation for 2 accounts in the Chicagoland area including a daily route regional delivery operation for Napa Auto Parts and an OTR refrigerated fleet servicing produce growers in California.

Responsible for driver hiring, and training as well as safety compliance.

Stationed on site at customer location which provided opportunities to optimize productivity and streamline the operation.

Determined the most cost effective procedures and routes for shipments and deliveries for key drop overnight drop offs.

Prepared monthly financial reports and maintained a 15% budgeted net contribution.

Based on immediate customer satisfaction the contract was amended and we were awarded additional lanes in the tri-state.

### **Transportation Manager**

1995 to 1999

**Penske Logistics-** Warren, OH

Supervised the yard switcher operation for our primary customer, K-Mart Distribution center.

Handled routing and load planning/dispatching for the regional K-Mart delivery lanes.

Planned and executed the implementation of Qualcomm for all power units and coordinated the driver training program.

Audited driver daily logs and took the lead for safety incidents and protocols.

Managed the payroll and billing process.

Established a piece rate incentive for drivers that directly resulted in an increased on time percentage from 93% to 99% as well as higher productivity and driver retention.

### **Education**

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Finance- University of Toledo

Toledo, OH 1991-1995

International Finance- Kent State University  
Kent, OH 1995-1996

**Winnett Perico,  
Inc.  
Arizona Operations**



**Business Plan**

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**Key contact: Dennis Brewer 970-744-3205 [Dennis\\_Brewer@WinnettOrganics.com](mailto:Dennis_Brewer@WinnettOrganics.com)**

# EXECUTIVE SUMMARY

Winnett Perico, Inc. is developing the WinnettOrganics brand as its integrated organic foods operation. WinnettOrganics:

- Will be a key participant in three emerging organic market segments, worth \$22.5 billion annually by 2020.
- Grows this project to a \$634 million enterprise over five years.
- Leverages 50% to 70% organic product price premiums to generate superior profits and an excellent capital base for further growth.
- Uses technology tools such as RFID and GPS to improve performance and marketability of livestock and crops, further leveraging the organic pricing premium.
- Enhances customer loyalty with strategic supply chain services to gain market share in this short of supply market.

WinnettOrganics targets three complementary segments of the rapidly growing, highly profitable organic foods specialty market – vegetables, grains, and meat products. Due to severe supply shortages, organic grains must triple (increase by \$2.1 billion) and meat products must increase ten-fold (by \$1.4 billion) simply to catch up to the current 2% penetration rate for other organic food products. These two categories present a tremendous opportunity, worth over \$4.5 billion annually by 2020. Organic vegetables are growing 13% per year, and now total \$9.7 billion. This higher than category growth is expected to continue into the foreseeable future.

Organic food sales are up from \$1 billion in 1990 to \$31.5 billion in 2011. The organic market continues to grow rapidly, adding 9.5% (\$3 billion) annually in the US, according to the Organic Trade Association ([www.ota.com](http://www.ota.com)). The industry will likely total over \$65 billion by 2020. The organic foods industry enjoys 50% to 70% price premiums over the \$1.5 trillion conventional food industry.

With an experienced management team, excellent technology, and exceptional operational strategy, WinnettOrganics will sell organic cool and warm season vegetables, conventional and organic grains, and develop a vertically integrated organic beef supply chain throughout the U.S.

The WinnettOrganics management team has direct experience in developing this strategy for competitive advantage. We have organic farming, direct marketing, and supply chain expertise. We have direct experience in founding and building the wholesale channel and in building the retail channel for organic foods distribution. We've distributed food products using organic channels, conventional channels, and the Internet.

We have the required skill sets to successfully execute this business plan and deal with the many opportunities that are emerging in this rapidly growing market. The bottom line is management has prior experience growing organic and natural foods companies quickly to hundreds of millions in annual sales.

The Arizona operation totals 5,100 acres of fully organic cropland. Beginning in 2015, this land will be used to grow a mix of cool season vegetables and warm season vegetables.

In 2015, WinnettOrganics will market produce crops from its organic acres in Cochise and Maricopa Counties. We already have multiple wholesale customers, who together cover all West Coast markets from Los Angeles to Seattle. We will be adding direct retail customers and expanding to a national footprint.

	2015	2016	2017	2018	2019
Sales Revenue	39,102	117,720	277,426	411,156	634,418
Direct Cost	11,070	34,777	111,867	167,249	208,941
Gross Profit	28,032	82,943	165,559	243,907	425,477
Overhead	6,304	27,722	54,434	79,936	119,380
Pre-tax Income	21,728	55,220	111,125	163,970	306,097
Taxes	(9,256)	(23,524)	(47,339)	(69,851)	(130,397)
Net Profit	12,472	31,696	63,786	94,119	175,700
9.3 times EBITDA	204,298	577,731	1,198,733	1,809,959	3,256,811
16.6 times EBITDA	364,661	1,031,219	2,139,673	3,230,679	5,813,233
31 times trailing earnings	386,630	982,588	1,977,359	2,917,690	5,446,688
Shares Out (fully diluted)	5,200,000	5,200,000	5,200,000	5,200,000	5,200,000
	\$ 74.35	\$ 188.96	\$ 380.26	\$ 561.09	\$ 1,047.44

Exit in approximately five years will be through a refinancing of the company, sale to a strategic buyer such as a larger food company, or through an IPO.

For more information, contact Dennis Brewer, CEO, at 970-744-3205 or e-mail [Dennis\\_Brewer@winnettorganics.com](mailto:Dennis_Brewer@winnettorganics.com)

## **MARKET OPPORTUNITY: \$31 Billion Organic Market Is Growing 9.5% Annually**

The organic market is growing 9.5% (\$3 billion) annually in the US, according to the Organic Trade Association ([www.ota.com](http://www.ota.com)). Sales have increased from \$1 billion in 1990 to \$31.5 billion in 2011. The industry will likely total over \$65 billion by 2020.

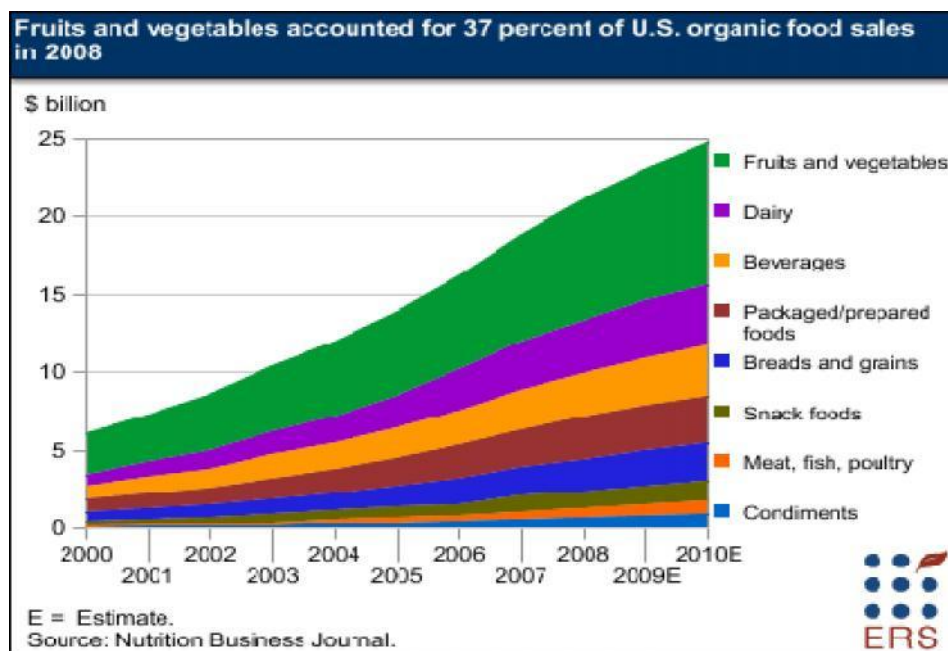
While the US organic market is currently less than 2% of the \$1.5 trillion US consumer food market, the European market is already 4.5% of consumer food expenditures and continues to grow rapidly. Market analysts expect US market penetration to grow to equal or exceed that of the European market as supply becomes available. It will take another ten years of rapid growth for the US market to match current penetration in Europe. Less than 1% of all U.S. farmland is organic, so industry growth is primarily constrained by supply shortages and an underdeveloped supply chain.

### **Demand Exceeds Supply**

**“Consumer demand for organic products has widened over the last decade. While new producers have emerged to help meet demand, market participants report that a supply squeeze is constraining growth for both individual firms and the organic sector overall.”**

– USDA ERS, Emerging Issues In The U.S. Organic Industry, 2009

Most current organic suppliers are smaller operations which lack the capital and sophistication to provide consistent, adequate supplies. As a result, with the exception of fresh produce and dairy products, the supply chain for many organic items is not well established, resulting in continuing shortages at retail. For example, only 0.7% of all wheat and 0.2% of all beef in the US were organically certified in 2008, according to USDA.



Given the very low penetration rates of organic grains, such as wheat, and of organic meat products, there is an exceptional opportunity for growth in these segments. WinnettOrganics targets these two complementary segments of the rapidly growing, highly profitable organic foods specialty market – grains and meat products. Due to severe supply shortages, organic grains must triple (increase by \$2.1 billion) and meat products must increase ten-fold (by \$1.4 billion) simply to catch up to the current 2% penetration rate for other organic food products. These two categories present a tremendous opportunity, worth over \$4.5 billion annually by 2020.

Organic fresh vegetables, a \$9.7 billion market, are growing at 13% per year. They are the focus of our irrigated organic farmland at Cochise County and Gila Bend and our Casa Grande fresh vegetable packing facility. Our primary focus in both counties is on cool and warm season vegetables, which are the best cropping fit for the regions. While we do have direct competitors in the space, the consensus of our customers is that there is plenty of room for additional supply of organic vegetables in the West Coast market.

Retail organic distribution channels are seeking more organic products to sell to maintain their healthy growth rates. Whole Foods (\$11.0 billion), regional natural foods grocery chains, a significant number of consumer coops like PCC (\$147 million), an ever expanding line of organic products in conventional grocery stores, emerging craft breweries, ethnic and specialty food manufacturers, United Natural Foods wholesale (\$6 billion) and others, are generating consistently rising demand for all types of organic products, maintaining the 50% to 70% premium price structure for producers, as they have for more than 30 years.

CROPP, the cooperative behind the Organic Valley brand of organic milk found in many grocery dairy cases, is one notable exception to the supply constrained growth in organics. CROPP's success in the organic dairy industry, growing from seven members in Wisconsin in 1988 to

more than 1600 producers in thirty-five states and revenues of over \$600 million currently (34% annualized growth over 23 years) is indicative of the growth potential in other organic markets. Horizon Dairy, now a subsidiary of Whitewave Foods, is another example of an outperformer, with a 40% share of the US organic dairy market. Organic dairy cattle now comprise 2.7% of all dairy cattle, according to USDA. The organic vegetable, grain, and meat products segments have no similar dominant players.

## **Organic Specialization Is Barrier to Entry**

USDA has defined the rules for organic certification so as to make this a predictable marketplace with a consistent set of required practices. From the ground used to raise crops to every part of the processing and handling, an organic supply chain separate from the conventional supply chain is required for organic certification of products. Conventional producers face a mandatory three year transition period to shift their land base from practices they are very familiar with to pursue this new market with its underdeveloped supply chain.

**According to USDA, obstacles to adoption of organic methods and certification include “high managerial costs and risks of shifting to a new way of farming, limited awareness of organic farming systems, lack of marketing and infrastructure, and inability to capture marketing economies.”**

## **MANAGEMENT TEAM: We've Managed These Challenges Before**

The WinnettOrganics management team has direct experience resolving every one of these obstacles into competitive advantage. We have organic farming, direct marketing, and supply chain expertise. We have direct experience in founding and building the wholesale channel and in building the retail channel for organic foods distribution. We've distributed food products using organic channels, conventional channels, and the Internet. We have the required skill sets to successfully execute this business plan and deal with the many opportunities that are emerging in this rapidly growing market. The bottom line is management has prior experience growing organic and natural foods companies quickly to hundreds of millions in annual sales.

Dennis Brewer, Chief Executive Officer, brings extensive Board-level experience in natural and organic foods, together with extensive operations, business process, supply chain, logistics, technology, and sales experience. Brewer has more than 30 years of business experience, both as a Chief Operating Officer founding and growing companies, and as a consultant to companies with sales in the tens of billions. He has helped dozens of businesses improve their supply chain operations. He is past Chair of the Board of Puget Consumers Coop, a \$147 million organic and natural retail food grocery chain based in Seattle, Washington, and a founding Director of NutraSource. NutraSource was a rapidly growing \$45 million wholesaler of organic and natural food in Seattle, Washington, with customers throughout the Pacific Northwest and in Alaska until it was acquired by a competitor. Brewer was also a Chair and Director of AeA, a high technology trade association. Brewer began his career as a consultant at Deloitte Haskins & Sells. He holds an MBA and BA in Business Administration, and was a CPA from 1980 - 1987.

Don Morse, Director, Organic Operations, has a strong background in organic agriculture operations, with 30 plus years of relevant experience. He has managed a 1,200 acre farm using organic operating principles, a 23,000 acre cattle ranch with 500 cow/calf pairs, and a variety of other farm and ranch related operations. Morse is experienced with all phases of agricultural operations from planning to daily management of diversified crop and cattle operations. He has supervised dozens of employees, managed budgets and contracts, and generated bottom line results from operations. Morse has strong practical experience in planting, cultivating, harvesting, pasture management, rotational grazing, integrated pest management, and farm and ranch maintenance. He is also a past President and Director of a county conservation district board. Morse has a BS degree from Lakeland College.

Much as CROPP has done in the organic dairy industry, growing to \$600 million in 23 years, WinnettOrganics growth will be generated through a combination of cost efficient penetration of initial markets and incremental expansion into other geographies in the US.

With the organic industry adding nearly \$3 billion of sales each year, the full line services of suppliers like WinnettOrganics will be a key to the industry's growth and development, particularly in the wholesale and large retailer market segments being targeted by the

Company. Our management team has solved this set of supply chain problems many times before. With proper capitalization, WinnettOrganics can grow very rapidly by focusing on organic vegetables, grains, and beef.

## **OUR STRATEGY: Builds Supply Chain Capabilities and Profits**

WinnettOrganics, with crop operations in southern Arizona, was created to leverage these supply shortages and an immature supply chain into competitive advantage. WinnettOrganics' Cochise County Project will grow from its 2016 base of cool and warm season organic vegetables to an integrated full spectrum supplier of organic vegetables, grains, and beef.

Most farming operations today rely on purchased inputs such as forage products, petrochemical fertilizers, and herbicides. Using a balanced organic strategy, including microbial soil builders, the Company's profitability will be much less dependent on oil prices or on the price fluctuations of a single commodity than is typical. And, of course, organic products enjoy a 50% to 70% price premium over conventional products.

The Company will not be dependent on a single large customer as a market for its organic products. The Company will distribute its sales to a targeted array of mid-size organic wholesalers and large retailers. Strategic supply chain services, a strong service ethic, and a high service approach will enhance customer loyalty and encourage rapid new customer acceptance of WinnettOrganics.

## We'll Build on Our Success

The Company will begin a search for additional property to lease in 2015 to further increase its crop acreage and revenue. With access to adequate capital, the Company will also be able to collaborate with smaller suppliers to bring their production to market, yet another tool for leveraging our market access, supply chain capabilities, and infrastructure to bolster growth and profitability while serving short of supply markets. We intend to begin developing this channel within three years.



## **WE LEVERAGE TECHNOLOGY: For Efficiency and Marketability**

The Company will use recent technological advances in low cost computing power, software applied in field operations, RFID, and GPS-based operations protocols to improve yields and productivity. For example, GPS tracking of field history will allow us to manage crop rotations efficiently, and pinpoint organic fertilizer treatments and weed control for maximum yields. The Company will use RFID to track and manage both its cattle herds and its equipment.

This tracking will facilitate accurate record keeping on individual animals and pastures, helping us determine fertility, weaning weights, and culling strategies, as well as pasture rotation strategies. RFID and software also will help us monitor equipment productivity and schedule preventative maintenance.

Electronic traceability is also an important marketing tool, helping customers ensure the organic origin of the products they purchase. Even in the conventional cattle market, animals are worth \$25-\$30 more if their history can be traced electronically – an excellent return on a \$3-\$5 investment.

The Company will also use a cloud-based accounting and financial system developed especially for farming and ranching applications to give its management and supervisory personnel access to financial information virtually anytime and anywhere.

## RISK MITIGATION

RISK	IMPACT	MITIGATION
Flood of competition	Erodes price premiums. Worst case would be selling products at same prices as conventional markets.	Requires an abrupt three to ten-fold increase in supply just to match penetration rate of other organic products. A very unlikely set of events would be required for this supply shift to occur suddenly.
Drought	Reduces crop yields and carrying capacity on dryland farms, increases prices for our products. Requires additional water be pumped to irrigate crops. Requires additional feed for cattle.	Irrigation precludes drought from impacting crop operations, though costs are higher during drought periods. Internally produced hay lowers cattle feeding costs.
Lack of supply chain infrastructure to process, handle, and distribute products	Improves our competitive position in these short of supply markets.	Being a full service supply chain provider is our core strategy. Will attract smaller suppliers to our supply chain offering, increasing our market share.
Capital markets freeze	Slows growth through acquisitions.	Internal profitability is sufficient to fuel high annual growth. We would place more emphasis on developing smaller suppliers as part of our supply chain.
Management turnover	Slows growth, hurts profitability.	Management and other key employees will hold restricted stock. This tends to hold employees as they directly benefit as Company prospers. We will maintain competitive salaries and benefits as well.

## VALUE PROPOSITION

The bottom line for WinnettOrganics strong value proposition:

For Customers:

- Operations - An integrated supply chain offering a predictable, consistent supply of organic products to a diversified customer base in a short of supply market.
- Strategy - Supply chain services, scale, and direct sales leveraged in a way the vast majority of suppliers currently in this marketplace simply cannot accomplish.
- Capacity - Growing in-house organic capacity as quickly as possible over the next five years to help customers grow their share of the organic market, while working to acquire more capacity to serve the short of supply grain and meat products organic market segments.

For Investors:

- Growth – By focusing on these three very fast growing segments, vegetables, grain, and meat products, company revenue will grow rapidly. And, collaboration with smaller suppliers will add further growth to our sales base at little incremental cost.
- Profitability – Organic premiums provide consistent, exceptional profitability, with 2020 profits up six times over 2016.
- Takeover Premium - The Company will become an attractive takeover target at some point due to its rapid growth and development in the carefully targeted short of supply organic vegetable, grain, and meat products market segments. Rapid growth is a relatively rare phenomenon in the very mature conventional food industry. With strong growth and a strong asset base, the Company will command a healthy takeover premium.

The remainder of this Business Plan is organized as follows:

- Pro forma financials and capital budgets are presented in the next two sections. See the spreadsheet sent with this business plan for detailed financial and operations information. The six tabs included in the Excel spreadsheet are self-explanatory.
- The Cochise County operations and properties are described in the following section.
- Management resumes are in the last section.

## PRO FORMA FINANCIAL STATEMENTS 2015 - 2019



## Pro Forma Features Fast Growth

This five year pro forma grows the Company rapidly throughout the period on internal profitability. Key assumptions include:

- Additional land will be available as required to increase the herd and crop acreage capacity.
- Prices for commodities and fuel are stable throughout the period.
- Credit will be available using assets as collateral.
- Depreciation of the herd is on a five year straight line basis.
- Non-organic cows will be added to the herd both to grow the herd and replace the culls. Their offspring will, of course, be certified organic calves.
- Depreciation for most farm equipment is over five years, center pivot sprinklers and similar assets are depreciated over seven years.
- Average weather conditions are assumed.

Sales grow from our organic crop base in 2016 through the addition of conventional cropland being converted to organic crop land. Hay sales occur in the second, third, and fourth quarters of each year. Sales occur primarily in the third and fourth quarter for warm and cool season vegetables.

Expense rates for most items are gradually reduced as we are able to grow volumes faster than costs. The current ratio and cash position are adequate to support rapid growth throughout the pro forma.

We have elected to purchase all the equipment needed to run our ranching and farming operations as this is the low cost strategy for the long term. We will purchase most items on the used market to avoid the 30% instant hit that comes with new equipment. Certain key items will be acquired new or near new. Since most of these assets have very long lives of reliable service, we expect to use the equipment well beyond the end of the five year depreciation period in most cases.

The project will grow 5,100 acres of organic cool and warm season vegetables initially. Leased farmland additions are estimated to total 8,600 acres in 2017, and 10,000 acres each year thereafter, where we will raise vegetables, corn, soybeans, and hay.

## PRO FORMA CAPITAL BUDGET 2015 – 2019



# ARIZONA OPERATIONS AND PROPERTY

## General Vicinity

The Cochise County properties are located approximately 80 miles east of Tucson, Arizona. Approximately 3,100 irrigated acres are located about 20 miles south of Willcox, Arizona in four separate parcels. Approximately 500 irrigated acres are located near McNeal, Arizona in a single parcel. Another 3,600 irrigated acres to be leased is located near Gila Bend, Arizona, approximately two hours west of Tucson. Agriculture is the dominant industry throughout these areas.



## **Cropland**

The Cochise County properties, 4,600 acres, have not been used in recent years. Only 400 of the 3,600 acres near Gila Bend have been used in recent years. Another 6,000 acres of unused state land is located nearby and may be suitable for organic agriculture. We are investigating this site.

## **Rangeland**

There is no rangeland at Cochise County or Gila Bend.

## **Other Land Resource Uses**

The company does not intend to pursue alternate uses of these properties, except for those related to incidental uses of naturally occurring materials on the property for maintenance or construction purposes, to maintain their “green” and organic character. This will facilitate the Company’s use of the properties as a sales and marketing resource.

## **Improvements**

The Cochise County properties have a residence, shop, and various outbuildings. Irrigation equipment in Cochise County is functionally obsolete and must be replaced. The Gila Bend site has two residences and various outbuildings.

## **Housing**

Cochise County has one home. Gila Bend has two residences.

## **Property Taxes**

Annual property taxes for the Cochise County properties are approximately \$10,000 per year. Most land at Gila Bend is state lease so property taxes on the 160 acres owned are nominal.

## **Utilities**

Electric power is available on all Cochise County properties. Gas is used to run existing wells at Gila Bend, electricity is available.

## **Wells**

There are numerous out of service irrigation wells and out of service domestic wells on the properties.

## **Surface Water**

Approximately 10% of the Cochise County properties is in flood zone A. There is no surface water at Gila Bend.

## **Soils**

The Cochise County soils are deep loam. The Gila Bend soils are loamy sand to sandy loam.

## **Growing Conditions**

The growing season lasts from approximately mid-February through November in Cochise County. Soils and growing conditions, taken together, are considered excellent. Both locations are in very productive agricultural regions. Most precipitation in Cochise County and Gila Bend falls in summer. The Gila Bend area is a three season growing site.

## **Irrigation**

New combination solid set sprinkler and drip irrigation systems are required at Cochise County and Gila Bend.

## **Water Rights**

Despite the drought, there is no reason to believe the watering system would be insufficient for the crops that the land can support for the foreseeable future.

## **Adjoining Land Uses**

Private land abuts the properties as do county roads. There are no incompatible land uses in the general area.

## **Leases**

None.

## **Easements**

Utility easements service the properties.

## **Zoning**

The Cochise County and Gila Bend properties are zoned for agricultural use.

## **Organic Certification**

In Arizona, certification is managed by independent certifiers. The Company will use Primus Labs as its certifier in Arizona. The Company will secure organic certifications for those crops planted in organic soils. The Casa Grande packing facilities will also be certified by Primus Labs to handle our vegetables.

## **Markets**

**Nearby Crop Markets -**

Organic vegetable crops will be marketed nationally to wholesalers, with existing customers covering the West Coast from Los Angeles to Seattle, and direct to large retailers' operations. Organic feed crops will be marketed to organic dairies, and specialty, and ethnic foods manufacturers and others.

## Logistics

The primary access to the properties is via state and county paved roads.

**Availability of UPS, Freight, Grain and Livestock Trucking Services** - UPS service is available. Organic grain and livestock will be hauled on contract trucks with a clean truck affidavit to avoid cross-contamination with conventional food sources, as is required to maintain the organic supply chain. Transitional grain may be hauled on contracted trucks without the need for a clean truck affidavit.

**Airline Service** - The nearest scheduled airline service is in Tucson and Phoenix, Arizona.

**Nearest Services to Support Company Operations** - The Cochise County properties are located in southern Arizona, about 90 minutes from the nearest major commercial center in Tucson, Arizona. The Gila Bend property is approximately one hour from Phoenix, Arizona.

**Hardware, Lumber, Farm Supplies** – The local area has some hardware, farm supplies, and parts. The nearest major sources for hardware, lumber, farm supplies and key spare parts are in Tucson and Phoenix, Arizona.

# MANAGEMENT RESUMES

# Dennis Brewer

## Chief Executive Officer

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Experienced professional helps companies add billions in revenue and save tens of millions in operating and capital expense by using resources up to 300% better. Executive and manager for Big Four consultancy and other companies has leveraged teams of up to 300 people, completing more than 200 strategic programs and projects for nearly 100 companies from middle market to Fortune 50.

### CORE COMPETENCIES

- Engaged, hands-on leadership
- Program and project management
- Corporate restructuring
- Crisis management
- Sales and business development
- Strategic planning and implementation
- Cost control and resource allocation
- Business process reengineering
- Lean six sigma
- Supply chain planning and execution

### LEADERSHIP ATTRIBUTES

**High Emotional Intelligence**, overall score 133 of 155 possible, 99th percentile. - *Queendom.com Emotional Intelligence Test*.

**Pragmatic Leader**, a unique profile shared by 1-1/2% of population, exceptional executive. Extrovert, Intuitive, Thinker, Judger - energized by interacting with others, creative thinker, analytical and direct, well organized. - *Meyers-Briggs Personality Assessment*.

**Strategic Thinker**, Maximizer, Relator, Learner, Futuristic – natural, unteachable ability to see around corners, can establish likelihood of particular outcomes, views challenges as opportunities to transform, motivates and inspires others to excellence. - *Gallup Strengthsfinder Assessment*.

**Participative Leadership Style**, thoughtful and open. Entrepreneurial, fast paced action style. Creative, analytical, and focused thinking style. - *Korn-Ferry Personal Style Assessment*.

### PROFESSIONAL EXPERIENCE

#### ***Organic and Natural Foods Director, NutraSource***

- Combined three bankrupt wholesale suppliers' assets to form NutraSource.
- Oversaw interim operations during organization of this organic and natural foods supplier.
- Integrally involved in the first three years of operation including operations and finances.
- Resolved cash flow issues during startup and several periods of extremely rapid growth.
- Restructured financial management of the company.
- Evaluated and concluded two acquisitions.
- Conducted senior management strategic plan development for over five years.

***Chair and Director, Puget Consumers Coop***

- Oversaw a 25% expansion of the business.
- Oversaw the remodeling and restructuring of stores.
- Integrally involved in efforts to develop organic farm base to improve supply.
- Added substantial coop assets to revolving loan fund for supplier development.
- Reduced senior management turnover rate.
- Served as Chair during new and remodeled store openings.

***Vice President, Managing Director***

***1996 - 2008***

***Establish (consulting) 2007 – 2008***

***Performa (consulting) 2002 - 2005***

***CNA Consulting 1996 – 2002***

- Engineered and executed high efficiency sales growth strategies for low cost access to multi-million & multi-billion dollar markets.
- Sold and managed projects from \$50,000 to \$40 million.
- Grew margins from 40% to 62% by improving project management processes.
- Led consulting, engineering, IT professionals, and support staff to record profits.
- Saved \$7 million by reworking \$22 million program, improving resource utilization by 157%.
- Saved \$4.8 million, completed \$7.2 million project for \$2.4 million using innovative business processes and software system, improving resource utilization by 300%.
- Reengineered supply chain planning and execution, selected APS software, improved logistics operations cost and efficiency by up to 35%.
- Integrated information systems, performed Oracle database, ERP, and SAP ERP projects, improving IT and operations efficiency.
- Directed client QA review after loss of three \$70 million satellites, eliminating failures.
- Developed new, and extended life of existing, 100,000 s.f. to 1,500,000 s.f. client facilities.
- Saved facility capital costs, for example, \$6.5 million (67%) for distributor, \$8 million (20%) for aerospace company, by reengineering programs.
- Typical clients - Boeing, Sony, Panasonic, Maersk, Nikken, PPG, Hughes, and Starbucks.

***Chief Operating Officer***

***1986 - 1996***

***Pacific Pipeline (media distribution) 1994 - 1996***

***PAN Environmental (diversified environmental services) 1993 - 1994***

***Alliance Environmental (abatement environmental services) 1990 - 1993***

***LaserAccess (mainframe integrated hardware/software) 1986 – 1989***

- Crisis managed computer hardware/software company through startup restructuring, refinancing, and successful sale to multinational for 320% return to shareholders.
- Managed environmental services companies through financing stage.
- Led media distribution company through lean restructuring, adding 16% to profits.
- Took over troubled ERP software implementation and managed to completion.
- Implemented six sigma process control to improve inventory accuracy to 99.999%.
- Reduced order to cash cycle times, improved cash flow by 3 to 30 days.
- Typical clients - Barnes & Noble, Borders, Costco, Alaska Air, and Northwest Airlines.

- Led consulting team, replaced corporate ERP system for 186 branch, \$1.2 billion dollar sales Fortune 500 subsidiary to support its turnaround.
- Sold and delivered performance improvement programs and projects, including strategic planning and organizational effectiveness; information technology selection and implementation; activity-based costing and scheduling, saving 15% to 27%.
- Restructured financial services company operations, credit, derivatives, credit examination, and internal audit, to improve risk management and profits.
- Typical clients – Farm Credit Banks, FDIC, numerous banks, Amfac, Hilton, and Westin.

**EDUCATION, CERTIFICATION & BOARD EXPERIENCE**

MBA, Washington State University, 1979.

BA, Business Administration, Washington State University, 1977.

Certified Public Accountant, 1980 – 1987.

Financial Services Industry Specialist, Deloitte Haskins & Sells, 1983.

Chairman, Director - Boards of three midmarket and one tech company, 1983 – 1995.

Washington Chair, National Director - AeA (high tech trade association), 2001 – 2003.

FAA certified Private Pilot, 1975.

# Don Morse

## Director, Organic Operations

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A professional farm and ranch manager with 30 years of successful experience. Experienced applying organic principles to create successful operations. Bottom line oriented, with strong organizational skills, and a professional approach. Focused on streamlining operations and finding cost savings and innovative solutions.

### CORE COMPETENCIES

- Organic farm management
- Budget management
- Employee supervision
- Managing inputs
- Rotational grazing
- Pasture management
- Natural crop production
- Project and program management
- Integrated pest management
- Maintenance and repair
- Livestock handling
- Noxious weed management

### PROFESSIONAL EXPERIENCE

#### ***Organic and Natural Production***

##### ***Ranch Manager, Eden Valley Ranch***

***2003-2005***

- Managed all aspects of 23,000 acre ranch.
- Managed \$2.7 million budget.
- Responsible for 500 pairs of commercial cattle, including health, culling, purchasing, and marketing.
- Supervised all personnel in irrigation, building and equipment maintenance, farming, cattle management, special projects.
- Implemented wildlife protection plans in cooperation with state wildlife department.

##### ***COO, Mt. Glen Farm***

***1986-2002***

- Transitioned conventional operation to organic.
- Eliminated all chemical inputs on 1200 acre farm.
- Managed \$1.25 million budget.
- Ran all farming operations for hay, corn, oats, and wheat rotation.
- Oversaw all building projects from bids to completion.
- Leveraged federal cost share programs for infrastructure improvement.
- Implemented wildlife conservation projects through land management.

### ***Other Professional Experience***

#### ***Estate Manager - Cherry Hills Village, CO***

***2009 to present***

- Manage grounds and facility.
- Cost savings of \$13,000 in first 30 days through contract review.
- \$65,000 savings over previous contracts in first 18 months.
- Oversee contractors and projects.

#### ***Colorado State Forest Service, Interim Greenhouse Manager, Fort Collins, CO***

***2006 - 2009***

- Grew coniferous and deciduous trees from seed to harvest.
- Managed tree sales and customer relations.
- Conducted integrated pest management.
- Coordinated building and vehicle maintenance.

#### ***Skyline and A Bar A Guest Ranches- Encampment, WY, Telluride, CO***

***2002 - 2003***

- Managed health, acquisition, and training for 150 head horse herd.
- Supervised 10 employees.
- Administered \$500,000 operating budget.

### **EDUCATION, CERTIFICATION & BOARD EXPERIENCE**

BS in Fire Science, Lakeland College, 1977.

Commercial Drivers License, State of Colorado.

President or Director, Geauga County Conservation Board, 1994 – 2000.



# Sheldon Beef Inc

Place  
Edgewater NJ

p. 201-669-4933

[Dbrewer@sheldonbeef.com](mailto:Dbrewer@sheldonbeef.com)  
[www.sheldonbeef.com](http://www.sheldonbeef.com)

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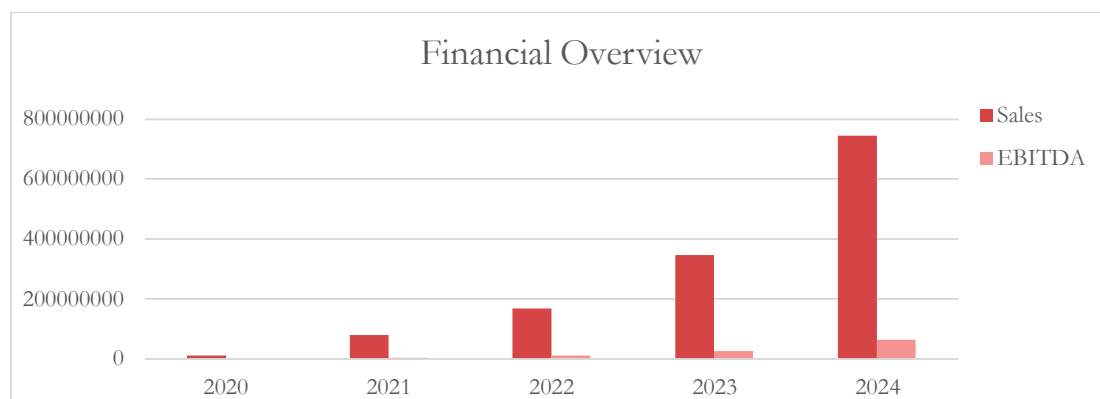
## Executive Summary

Sheldon Beef distributes US grainfed conventional beef in China and grainfed organic beef in the United States. The Company was organized in 2020, began sales efforts immediately, and will begin shipping product soon. The Company currently is completing contracts for multi-million dollar trials of grainfed US beef in Walmart China and Korea. It is developing the launch customer for grainfed organic beef in a high-end US grocery retailer. Once these trials are completed, we will be expanding dramatically to support over 2,000 stores across these chains. Further expansion in China will leverage Walmart's excellent reputation into the online space and other retailers. Further expansion in the USA will leverage the high-end retailer experience into other retailers and the foodservice market.

The company was founded on the principles of fair pricing, outstanding customer service, a focus on power retailers, and maximizing the value of branded beef over time. As the Company grows, it is backward integrating up the beef production cycle to include organic beef production capabilities. The Company will use this cash flow to broaden and deepen its distribution and the customer experience using innovative applications of block chain technology.

The Company targets the value conscious North American middle-class consumer concerned about feeding their families unknown growth hormones and other additives and byproducts not found in organic beef. It provides a familiar taste profile – grainfed – in organic form. All other organic beef currently in the market is grassfed which has a completely different taste profile than the grainfed products US consumers are used to. The more upscale portion of the Chinese middle class is targeted with a strong value proposition and a higher quality grainfed than normally available grassfed product from Chinese producers and other importers, such as Australian and South American beef.

## Highlights



## Objectives

- Open Executive, Sales, and Administrative offices in New York Metro area and Shanghai
- Open Operations office in Nebraska to support procurement and outsourced organic beef production operations
- Open Logistics office in Los Angeles area to support global logistics operations
- Add fresh and frozen inventories in China
- Add value-added services in US and China
- Develop blockchain based transparency for retailers and consumers, and loyalty programs for branded beef consumers
- Develop Sheldon Beef Conventional and Organic beef brands for case ready products in China and US, respectively

## Mission Statement

Be a global force in the specialty grainfed beef business with customers around the world. Develop a values rich reputation for square dealing and excellent returns to stakeholders, including customers, employees, shareholders, and community.

## Keys to Success

- Focus on niche markets - grainfed organic beef in the US and conventional grainfed beef in China
- Low cost, heavily integrated supply chain strategy
- Fair price reputation
- Exceptional customer service 24 hours by 7 days
- Logistics, regulatory, and customs expertise in-house
- Innovation in foodtech

## Business Models

Our grainfed organic production business model is based upon extending the organic trend for all types of products one step further from grassfed organic beef to grainfed organic beef. This allows US consumers to buy the finished beef they are used to (grainfed) in an organic form. This niche market should be around 7% to 10% of the total beef market in time, as much as \$15 billion at retail. We are further distinguishing our beef by being the first company in the industry to offer traceability to consumers.

Our grainfed conventional production business model is based on matching the Chinese demand for protein with our superior production system for grainfed beef. We will be offering a premium product in China with grainfed beef which meets the country's rules for beef production. This market is around \$6 billion and growing at \$1 billion per year. The premium element (our segment) should be in the range of 20% of the market. By introducing it through Walmart China, we are providing a premium product through a retailer which is highly respected in China. This should encourage other outlets in both retail and food service to carry our beef. We will be further distinguishing our beef by being the first company to offer traceability to consumers.

## Critical Events Sequence

A complex set of steps required to fully develop these business models:

1. Feb/March 2020 – Conclude initial contracts with Chinese trading company and Walmart China. Initial development of high-end retailer launch customer for grainfed organic beef in US.
2. April 2020 – Ship first orders to China. Purchase initial lot of organic feeders and organic grain. Finalize arrangement with contract producer to use our proprietary methods to finish grainfed organic beef.
3. August 2020 – Hire Shanghai office personnel. Ship first orders of organic grainfed beef in the US.
4. January 2021 and beyond – Begin rollout of blockchain technology across supply chain in the US, then China.
5. June 2021 – Complete rollout of comprehensive blockchain and branded beef consumer loyalty programs.
6. 2021 and beyond – Add more chain and omnichannel retailers in US and China.
7. 2021 and beyond - Developing the infrastructure to support a large scale business of a billion plus dollars is itself a complex undertaking. The systems required to support individual traceability at large scale do not exist and will have to be developed. We will need to implement large scale production traceability, quality assurance and compliance systems to support both the domestic and international businesses. Our NYC Metro area headquarters will be staffed with professionals from numerous disciplines from procurement to finance to sales and customer support. In addition to about 9% overhead for salaries and profit sharing, there will be infrastructure development programs and marketing totaling an additional 3% of sales, about \$100 million over the 2021 - 2024 timeframe.

## Description of Business

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Sheldon Beef sells grainfed organic beef in the US and grainfed conventional beef to retailers worldwide. Our current focus is on the North American and Chinese markets. Our first customers are Walmart China, with a \$4 million contract pending for selected beef cuts and a Chinese trading company. We are working primarily with other power and specialty retailers in the United States and China to develop additional customers.

The Company procures its grainfed conventional cattle from feedyards in the Midwestern US and sends them to processors in Nebraska. Once processed, they go to a public warehouse in Sioux Falls, South Dakota, where they are blast frozen for shipment through the Port of Los Angeles/Long Beach to Chinese ports. Beginning later in 2020, the Company will also chill and distribute fresh vacuum-packed product to China for customer fulfillment and local inventories. These international shipments are supported by a customs broker with experience in the specific end country market and documentation requirements. This activity will be insourced over time as we develop additional local knowledge and inventories in China.

The Company procures its grainfed organic cattle from grassfed organic producers throughout the US. Working with a contract finisher, the Company will supply the proprietary methods protected by contract, the organic grain and the equipment required for pasture-based finishing of organic beef. Once finished, the Company ships these organic cattle to processors in Nebraska and organizes the fresh logistics required for customer shipments in North America.

### Company Ownership/Legal Entity

The Company is a C corporation registered in New Jersey and is 93% owned by the Company's CEO, Dennis Brewer and two other founders, Jason Waseman, VP Logistics, and Jon Nickless, VP Beef Operations.

### Location

Sheldon Beef is headquartered in Edgewater, NJ across the Hudson River from Manhattan. Since the headquarters location is of little importance to a company with global operations, we selected the NYC metro area for its excellent schools, international access, and strong high-skill work force. Northern New Jersey is home to many people and should prove an excellent location for skilled employees in sales, finance, and information technology. Our other locations will include our Nebraska Operations center and Los Angeles area Global Logistics center as well as Shanghai, the center of coastal China and the business hub of the country.

### Hours of Operation

To establish and maintain a reputation for excellent customer service is critical to the Company's success. We will operate in local time zones in China and the US, giving us 24 hour by 5 day live customer service agents by late 2020. We will also develop self-service portals for customer research and inquiries using a web-based

platform to provide immediate access to critical customer information such as order locations in the logistics process, customs documentation, and catch weights by case.

## **Products and Services**

Organic and natural beef, grainfed and grassfed, is a small (\$6 billion) but rapidly growing category in the \$150 billion US beef business. Conventional grainfed US beef will now be allowed in China's \$6 billion marketplace as a result of the recently signed trade agreement. Category growth is 16% and higher per annum in the respective US and Chinese markets.

The Company provides a full array of grainfed organic and grainfed conventional beef products, from whole carcasses, to sub-primal portions used by butchers in retail stores (boxed beef). We will be adding branded case ready cuts to be displayed in refrigerated retail cases in the US and China. The Company will also support all logistics and international documentation requirements to get the product to each customer's primary distribution points.

## **Suppliers**

The Company sources its initial production from packers in the Midwest. By 2021, we anticipate sourcing live grainfed conventional cattle from feedyards in the Midwest as required. We will select these suppliers based upon availability and reputation, and their ability to meet the stringent quality and documentation requirements for export cattle. We pay these suppliers shortly after slaughter based upon a grid system which provides premiums for high quality products.

We use packers located in Nebraska, centered on one of the two regions in the US known for intensive cattle production. The packer receives the finished cattle, harvests them, and prepares sub primal portions (boxed beef) to meet standardized industry end customer requirements. These packers are federally inspected for food safety, grading, and compliance to US law and regulation. We pay these packers at the time of slaughter based upon the overall quality of their work.

Our logistics process is centered on a public warehouse in Sioux Falls, South Dakota. This public warehouse includes refrigerated and frozen storage, and blast freezing capability for freezing beef quickly. This allows us to distribute fresh product in the US by truck and by air throughout the world. We quick freeze or chill the ocean export beef there as well. We provide payment for services on net 30 terms.

Truck transportation for domestic shipments are provided by various carriers to retailer warehouses throughout the US. Export shipments are provided by various suppliers to port-based refrigerated/frozen public warehouses in the Los Angeles area where shipments are transloaded to ocean containers, inspected for completeness, and sealed for shipment. All these suppliers are on industry standard terms.

## **Service**

By late 2020, we will provide 24 hour by 5 day per week live customer service personnel to assist customers in the entire sales and fulfillment process from quote to cash, including the complex logistics and regulatory requirements in each of our markets. These specially trained personnel will be supported by a web-based portal, also eventually directly accessible by customers, which provides up to date order, shipment, and

customs information. The company will initially pilot this service on a Salesforce.com workflow process. During the first half of 2021, these applications will be shifted to our blockchain and the integrated NetSuite ERP system to provide systematic transparency and traceability.

## **Vertical Integration**

A key element of our long-term strategy is the hybrid vertical integration of the organic cattle raising cycle into our proprietary network of production operations. Once the grainfed organic retailer trial is completed, we will expand our organic cattle procurement, grain buying, and contract producer model to additional organic producers. These farms and ranches will be used for organic cow/calf operations and finishing operations. Over time, we will convert an increasing number of natural beef producers to organic producers as the economics of organic production are better for all members of our proprietary organic supply chain. This finishing process lasts a little over three months.

Over time, we will shift from procuring conventional finished grainfed natural cattle from Midwest feedyards to custom raising natural grainfed cattle from feeders to finished cattle using contract finishers, and, eventually, our own feeding operations. This finishing process lasts about four months.

## **Management**

Dennis Brewer is the Company's Founder and CEO. The Beef Operations Vice President is Jon Nickless. Our Logistics Vice President is Jason Waseman. Each of these key people has at least 20 years of experience in their area of focus. The Company has identified additional personnel who will be added as requirements dictate. These include a CIO, Vice President for Food Safety, and a Vice President of Human Capital. Key positions remaining to be filled include CFO, Controller, Sales, and China Vice President. Additional personnel, such as AR, AP, and Payroll Supervisors, Customer Success personnel, administrative assistants, and other skill positions will be added as the business grows.

Dennis Brewer, Chief Executive Officer, brings extensive Board-level experience in natural and organic foods, together with extensive operations, business process, supply chain, logistics, technology, and sales experience. Brewer has more than 30 years of business experience, both as a Chief Operating Officer founding and growing companies, and as a consultant to companies with sales in the tens of billions. He has helped dozens of businesses improve their supply chain operations. He is past Chair of the Board of Puget Consumers Coop, a \$147 million organic and natural retail food grocery chain based in Seattle, Washington, and a founding Director of NutraSource. NutraSource was a rapidly growing \$45 million wholesaler of organic and natural food in Seattle, Washington, with customers throughout the Pacific Northwest and in Alaska until it was acquired by a competitor. Brewer was also a Chair and Director of TechAmerica, a high technology trade association. Dennis has led and managed several mid-sized companies over the years, with employees up to 300 personnel. He was a Manager of Consulting services for Deloitte, working in financial services, government, logistics, and distribution. He has retail grocery experience and connections with power retailers, as well as strong business development skills. He holds an MBA and BA in Business Administration and was a CPA from 1980 - 1987.

Jason Waseman is Vice President, Logistics. He has 25 years of experience in logistics operations, including transportation, warehousing, import/export, and the handling of perishables. Jason Waseman, Director of Logistics, brings over 20 years of logistics experience working for prominent corporations such as Penske Logistics and UPS before changing directions from dry goods to fresh produce. At this juncture in his career he worked for Best in Category companies including Eurofresh Farms as Director of Distribution and Logistics, and Monrovia Nursery Company as Director of Logistics and Procurement. Eurofresh Farms, a \$240 million greenhouse produce grower/shipper was at that time the largest greenhouse operation in America, shipping over 600 million pounds annually on 320 acres under glass. While there he was instrumental in guiding the supply chain during a period of aggressive growth from 40 acres to over 300 acres. He also was pivotal in the implementation of two ERP systems, TMS and SQF, increasing shelf life and cross border packaging programs. Waseman has managed departmental budgets in excess of 30 million dollars. He has many years of experience in all modes of transportation including ocean freight, rail, air transport, and truckload and LTL services. Waseman has a diverse background in all areas of supply chain including procurement, distribution, and S&OP. He also has extensive experience in project management and team building, having been involved with many challenging commodities in rural areas lacking a labor force. Waseman has a degree in Finance and is a certified transportation broker.

Jon Nickless is Vice President of Beef Operations. Jon has over twenty-five years of experience in the procurement and finishing of cattle for large scale feedyard operations. As General Manager, managed two independent cattle feeding operations, participated in management of 12,000 acre farm, executed operations restructure and rebuilt management team, coordinated cooperation between farming and feeding operations, participated in Natural and NHTC programs (ID Preserved), facilitated commodity procurement and transportation, oversaw harvest and construction projects. As General Manager (30,000 head capacity) operated very profitable custom cattle feeding and farming operation, dramatically improved cattle performance, developed successful management team, remodeled facilities to improve efficiencies, implemented environmental compliance program, developed statistics based quality control programs, developed detailed departmental reporting and communication systems. Jon holds a Bachelors Degree in Agricultural Management Technology with a minor in Business Administration.

## **Financial Management**

The Company will be profitable from late 2020 and will maintain tight control of overhead to insure its ongoing profitability. We are focused on sustaining fair prices in the marketplace and gaining competitive advantage over the largest players in this space through hybrid vertical integration and successful cost control.

Sheldon Beef is leveraging the excellent payment history and creditworthiness of its customers to provide the financing needed for rapid growth. The customer base will be comprised of highly successful retailers such as Walmart and Costco. We will use the credit evaluation capabilities of Euler Hermes, our credit insurance firm, to qualify all prospective creditworthy customers.

The Company adds a Controller in early 2020 to oversee financial and accounting operations. Due to the CEO's extensive experience in financial management, a CFO is not considered necessary until January 2021. Budgeting and cash management will be the shared responsibility of the CEO and Controller during the interim period. The CEO will also be heavily involved in the initial identification of requirements for the blockchain technology applications to be based upon the IBM Food Trust and NetSuite ERP systems which will be implemented later in 2020 and early 2021.

Our initial quote to cash system relies on Salesforce.com for quotes, customer service, and logistics tracking, with bookkeeping handled on QuickBooks. As mentioned, we will be shifting to a full ERP system in 2020 and 2021.

## **Marketing**

Sales and marketing rely heavily on the CEO's personal knowledge and connections with power retailers in the United States and China. This is how we have quickly developed our trust relationship with Walmart, for example. Once added funding is available, the CEO will turn over the North American responsibilities to a Sales and Marketing team. The Company will recruit qualified senior sales leaders in the US and China. Eventually, the Sales and Marketing team will be overseen by a Vice President responsible for global sales and marketing operations.

The Company intends to develop grainfed organic case ready brands for distribution in North America and around the world. The Sheldon Organic Beef brand will feature premium cuts in customized skin tray packaging to ensure long product life, an outstanding appearance, and maximum freshness. This program will be backed by a first-in-class global consumer loyalty program to encourage the stickiness of our brands in retailer refrigerated cases around the world. We will continue to sell boxed beef to retailers as well.

As the Company develops its retail brands, we will employ personnel skilled in loyalty program development and administration, web-based technologies for consumer connection, and social media. We will also create and maintain service-oriented web-based and blockchain systems to support retail merchandising of our products.

## **Market Analysis**

Our target market is a select slice of retail consumers who require or desire natural and organic beef products. This segment includes organic consumers in the North American market who prefer hormone and antibiotic free products, humanely raised, over conventionally raised beef charged with growth promoting hormones, feed additives, and antibiotics. In other global markets, such as China, we emphasize and target those customers seeking high quality grainfed organic beef and its excellent taste profile and finish over their ordinary grassfed beef choices from local markets and countries such as Brazil and Australia. Our \$6 billion target market in the US is growing at about 20% per year, or nearly a billion dollars a year, as compared with less than 3% for the \$100 billion conventional market in the US. The total Chinese beef market is much smaller at the present time, in the range of \$6 billion, but is growing at 20% plus per year with strong pricing power. This market has tremendous long-term potential as the Chinese middle class is already about twice as large as the US middle class and is catching up in terms of its purchasing power.

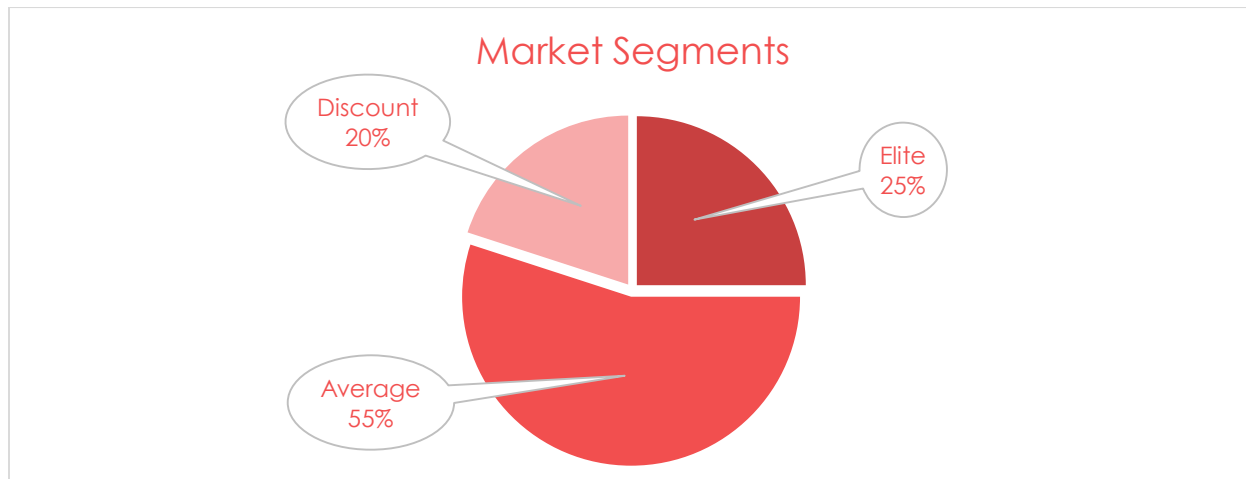
We rely entirely on retail chains and, to an extent, their online presence, to reach these prosperous and emerging consumers. Our fairly priced products are not luxury items but are lifestyle choice items as selected by North American consumers. This is the strongest mode of distribution for these products as power retailers reach more people than any other global channel. Successful relationships with power retailers require excellent execution capabilities and a sophisticated knowledge of the systems and processes they use. We have the required skill set and will be extending this knowledge to and through our staff over time. The availability of blockchain and web-based high capability platforms on a subscription basis means that a smaller organization such as ours can afford the level of sophistication required to make these relationships work in ways that were never economically possible in the past.

## **Market Segmentation**

Retail channels are increasingly dominated by the large players, the power retailers. We leverage this channel to reach the largest consumer base possible. While we do not decline other creditworthy customers, our focus is clearly on this group of dominant players.

Our North American consumer focus is in the price value range including natural and organic grassfed beef products. Our products are produced on organic pastures with no antibiotics, organic feed, and no growth promotants. The major differences between conventional and organic is that organic animals are a somewhat lighter weight at harvest due the lack of growth promotants, etc., and must receive organic feed which is more expensive than conventional feeds. This cost difference is reflected in the higher price point for organic products.

Our Chinese consumer is an upper middle-class consumer who values the quality and taste of grainfed beef over grassfed beef. Walmart is an excellent venue for reaching these consumers in China as they have 399 stores, primarily in the more prosperous coastal regions, and will be adding 500 more over the next 5 to 7 years.



## Competition

US competitors include Cargill, JBS, and Tyson, all major forces in the conventional beef business with a small natural presence and virtually no organic operations. We compete most directly with the unconcentrated grassfed beef industry and most specifically with the very small grassfed organic beef producers and packers.

China competitors include local suppliers and South American and Australian companies. A drought in China forced herd liquidation in 2016 and there is an overall shortage of product as a result. In addition, the recent outbreak of swine flu in China has substantially reduced the current supply of pork, increasing demand for beef and other substitute meat products. Tyson is the major US company in China, though it's current footprint is only 26 Sam's Club stores at the present time. JBS has just announced a tie-up with WH Group, which is China and the world's largest pork producer with distribution capabilities throughout China. Our entry point and distribution capabilities are differentiated as we will be working initially with US power retailers who have about 400 of China's 16,000 mid and large format stores and will be expanding quickly over the next five years. We will be establishing a local presence and inventories in the Shanghai region and expanding from that base over time.

## Pricing

We markup our clearly differentiated branded and other beef products to maintain a 15% to 28% gross margin. Over time, we will recoup our market entry costs and can maintain a fair price and good returns with this level of margin.

## *Advertising and Promotion*

Our current campaign with power retailers is a one-to-one approach to sales and marketing. We work to obtain high level meetings with our targeted retailers in the US market and to use technology, including email

and Skype to develop a close presence with the power retailers in other countries. Our focus at this time is developing trial business with these retailers to prove that our product will sell through with limited distribution or selection and then broaden both distribution and selection within those retailers.

As we build our branded case ready product distribution, we will target consumers in the region where the case ready product is being distributed using native language and culturally appropriate email, social media, and point of purchase marketing and promotion. This requires a strong understanding of alternative media formats, including social media. We will build and maintain a marketing force on a local basis to work with local outlets, while maintain a corporate market presence, consistent messaging approach, and sequence of local promotional events. We will gradually introduce cross-selling and upselling to individual consumers using these localized and personalized communications strategies.

### ***Strategy and Implementation***

Backward integrate to control beef production costs – Add feedyard procurement of conventional cattle and custom packing operations, owned organic feeder cattle, owned organic grain supplies, and custom organic finishing in 2020.

Maintain fair, competitive pricing – Monitor competitor pricing and maintain fair pricing in the face of both grainfed organic market introduction scarcity in the US and gradually increasing US grainfed conventional competition in China through superior customer service.

Provide exceptional customer service and support to retailers to encourage trials – Develop a reputation for supporting customer trials through excellent service and local support. Open offices in Nebraska, Los Angeles, and Shanghai to provide this local presence and support for logistics, retail promotion, merchandising, and the expansion of selection.

Expand upon retailer trials to secure broad and deep distribution – Systematically expand production, sales, and marketing capabilities to provide deep distribution. Promote upselling opportunities by using fair pricing as a tool to support promotion and exceptional retailer customer margins at regular price points.

Develop the branded case ready business – Beginning in late 2020, develop the branded beef business and enhanced consumer marketing and promotion. Roll out strategies in the US market to test and refine implementation.

Expand the reach of the case ready business – Beginning in 2021, expand the branded case ready beyond the US into major regional markets in China, preparatory to country and continent-wide implementations.

Develop and maintain leading edge systems for retailer and consumer customer support – Leverage existing blockchain and web-based technologies with industry leading process innovation, including retailer service and self-service portals as well as loyalty-based systems for consumers during 2020 and 2021.

# Summary Financial Projection

<b>Sheldon Beef Summary Projection</b>										
<b>BALANCE SHEET (As of December 31)</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>Sources</b>				
Cash	\$ 756,899	\$ 969,688	\$ 1,785,764	\$ 5,358,778	\$ 28,636,301	Loans - Long Term				\$ 6,500,000
Accounts Receivable	\$ 2,558,568	\$ 8,931,683	\$ 17,854,711	\$ 39,803,689	\$ 81,178,147	Loans - Equipment, Cattle				\$ -
Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	Loans - Subordinated				\$ -
Inventory - Organic Feeders	\$ 4,821,563	\$ 9,847,533	\$ 15,070,661	\$ 22,963,166	\$ 34,889,283	Equity - Convertible Sub Debt				\$ 750,000
Current Assets	\$ 8,137,030	\$ 19,748,905	\$ 34,711,136	\$ 68,125,633	\$ 144,703,732					\$ 7,250,000
Cattle - Breeding Herd	\$ -	\$ -	\$ -	\$ -	\$ -					
Equipment and Feedlot	\$ -	\$ -	\$ -	\$ -	\$ -	<b>Uses</b>				
Less: Accumulated Depreciation & Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	Purchase ranch equipment and facilities				\$ -
Cattle, Equipment and Feedlot, Net	\$ -	\$ -	\$ -	\$ -	\$ -	Purchase ranchland				\$ -
Land	\$ -	\$ -	\$ -	\$ -	\$ -	Purchase breeding cattle				\$ -
Total Assets	\$ 8,137,030	\$ 19,748,905	\$ 34,711,136	\$ 68,125,633	\$ 144,703,732	Working capital				\$ 7,250,000
										\$ 7,250,000
Accounts Payable, Taxes Payable, Interest Pay	\$ 31,875	\$ 115,524	\$ 259,209	\$ 611,725	\$ 1,459,017					
Short-Term Debt - PO, AR, Inventory	\$ -	\$ 7,145,346	\$ 14,283,768	\$ 28,060,821	\$ 57,019,121					
Current Liabilities	\$ 31,875	\$ 7,260,870	\$ 14,542,977	\$ 28,672,546	\$ 58,478,138					
Long Term Debt	\$ 8,500,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000					
Equipment, Cattle Loan	\$ -	\$ -	\$ -	\$ -	\$ -					
Subordinated Debt	\$ -	\$ -	\$ -	\$ -	\$ -					
Total Liabilities	\$ 8,531,875	\$ 17,260,870	\$ 24,542,977	\$ 38,672,546	\$ 68,478,138					
Equity	\$ (394,845)	\$ 2,488,034	\$ 10,168,159	\$ 29,453,087	\$ 76,225,593					
Total Liabilities and Equity	\$ 8,137,030	\$ 19,748,905	\$ 34,711,136	\$ 68,125,633	\$ 144,703,732					
Tangible assets to senior debt	0.95	1.14	1.41	1.76	2.11					
Current ratio	255.28	2.72	2.39	2.38	2.47					
Senior Debt to EBITDA (2019 annualized)	(7.13)	1.86	0.68	0.28	0.12					
<b>INCOME STATEMENT</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Sales	\$ 10,988,956	\$ 79,562,349	\$ 167,984,878	\$ 346,629,426	\$ 744,792,722	100.0%	100.0%	100.0%	100.0%	100.0%
Total COS	\$ 8,466,343	\$ 61,617,477	\$ 131,254,585	\$ 273,304,227	\$ 591,542,367	77.0%	77.4%	78.1%	78.8%	79.4%
Gross Profit	\$ 2,522,613	\$ 17,944,873	\$ 36,730,293	\$ 73,325,199	\$ 153,250,355	23.0%	22.6%	21.9%	21.2%	20.6%
Overhead - Corp, Sales/Marketing, Profit Share	\$ 3,416,208	\$ 13,923,411	\$ 25,713,427	\$ 46,738,576	\$ 90,202,847	31.1%	17.5%	15.3%	13.5%	12.1%
Depreciation & Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	0.0%	0.0%	0.0%	0.0%
Interest	\$ 251,250	\$ 776,251	\$ 1,295,189	\$ 2,175,323	\$ 3,841,804	2.3%	1.0%	0.8%	0.6%	0.5%
Net Profit	\$ (1,144,845)	\$ 3,245,210	\$ 9,721,677	\$ 24,411,301	\$ 59,205,705	-10.4%	4.1%	5.8%	7.0%	7.9%
Taxes	\$ -	\$ 362,331	\$ 2,041,552	\$ 5,126,373	\$ 12,433,198	0.0%	0.5%	1.2%	1.5%	1.7%
Net Profit After Taxes	\$ (1,144,845)	\$ 2,882,880	\$ 7,680,125	\$ 19,284,927	\$ 46,772,507	-10.4%	3.6%	4.6%	5.6%	6.3%
EBITDA	\$ (893,595)	\$ 4,021,462	\$ 11,016,866	\$ 26,586,623	\$ 63,047,508					
EBITDA Margin %		5.1%	6.6%	7.7%	8.5%					
Times Interest Earned (EBITDA)		5.18	8.51	12.22	16.41					
Enterprise Value (12 times trailing EBITDA)		\$ 48,257,539	\$ 132,202,392	\$ 319,039,479	\$ 756,570,101					
Enterprise Value (18 times trailing EBITDA)		\$ 72,386,309	\$ 198,303,588	\$ 478,559,219	\$ 1,134,855,152					
<i>Conventional food multiples are around 11 to 12 times EBITDA. Organic and natural multiples are around 18 times EBITDA.</i>										
<i>Industry average EBITDA is approximately 8.6% per Harris Williams.</i>										
<i>The cattle cycle will add about 30% over six years to general beef price levels, increasing gross margins. This proforma is based upon constant price levels.</i>										
Sales - Custom Cattle Feeding	\$ -	\$ -	\$ -	\$ -	\$ -					
Sales - Bagged Compost	\$ -	\$ -	\$ -	\$ -	\$ -					
Sales - Boxed Beef (Export)	\$ 5,648,150	\$ 41,065,051	\$ 106,571,237	\$ 253,829,198	\$ 604,565,207					
Sales - Organic Beef (Domestic)	\$ 5,340,807	\$ 38,497,299	\$ 61,413,641	\$ 92,800,228	\$ 140,227,516					
Total Sales	\$ 10,988,956	\$ 79,562,349	\$ 167,984,878	\$ 346,629,426	\$ 744,792,722					
Boxed beef sales per outlet (annual)	\$ 249,600	\$ 312,000	\$ 336,960	\$ 374,400	\$ 411,840					
Number of outlets	45	132	316	678	1468					
Pounds per outlet per day	188	235	254	282	310					
Organic beef sales per outlet (annual)	\$ 187,200	\$ 249,600	\$ 287,040	\$ 312,000	\$ 336,960					
Number of outlets	57	154	214	297	416					
Pounds per outlet per day	103	138	158	172	186					
Typical large format grocery store sales in the US are \$18 million to \$26 million per year										
Meat sales comprise about 12% of sales in the US, \$2.2 million to \$3.1 million per year										
US per capita beef consumption is about 52 pounds per year										
Chinese per capita beef consumption is about 9.5 pounds per year										
Chinese middle class is approximately 350 million, spends about 25% of income on food										
US middle class is approximately 165 million, spends about 12% of income on food										

## **Supplier Agreement**

This Supplier Agreement ("Agreement") between \_\_\_\_\_ ("Supplier") and Wal-Mart (China) Investment Co., Ltd. ("Company") sets forth the general terms of the business relationship between Company and Supplier.

### **1. DEFINITIONS**

- 1.1 "Merchandise" shall mean all products, goods, materials, equipment, articles, and tangible items supplied by Supplier to Company and all packaging, instructions, warnings, warranties, advertising and other services included therewith.
- 1.2 "Order" shall mean any written or electronic purchase order issued by Company.

### **2. TERMS AND TERMINATION**

- 2.1 This Agreement shall become effective upon its execution by the Company and Supplier. The term of this Agreement shall be one (1) year following the execution date of the Agreement and will automatically renew for extension for one (1) year each time upon the expiration of the term (the term of the Agreement can renew for consecutive extension periods upon the expiration of the prior term) if neither Company nor Supplier notifies the other party in writing before thirty (30) days prior to the end of the term of its intent not to renew this Agreement. Company has the right to terminate this Agreement at any time subject to one-month prior written notice to Supplier.
- 2.2 Either party may immediately terminate this Agreement in the event:
- (a) of a material breach by the other party of its obligations under this Agreement or any Order which remains uncured 30 days after receipt of the written notice of breach, or
  - (b) the other party becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against such party under any law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors, or
  - (c) the other party breaches its obligations under any applicable import/export laws or is placed on any list for violation of any applicable import/export control laws or regulations.

### **3. PURCHASES**

Supplier's failure to notify Company in writing of refusing in full or partly to accept the Order seven (7) days prior to the cancellation date specified on the Order shall be deemed as Supplier's implied acceptance in full to all the contents of the Order. The Order may be placed, cancelled and accepted through fax, telefax, email and other forms which sufficiently represent the content specified in the Order. Acceptance of an Order may be made only by shipment of the Merchandise in accordance herewith. If necessary, Company may at its sole discretion require Supplier to confirm the Order in writing.

#### **4. PRICING & PAYMENT**

4.1 Pricing of Merchandise will be as set forth on the Order.

4.2 Payment terms are \_\_\_\_\_. Full payment will be made in \_\_\_\_\_. Payment of an invoice does not constitute acceptance of the Merchandise.

4.3 Supplier acknowledges the Company will need to procure relevant approval/consent from PRC government agencies when dealing the customs clearance, overseas payment, etc., and agrees to provide necessary and timely support.

#### **5. DELIVERY AND PACKING**

5.1 All shipments are (*choose one of the following*):

☐ CIF \_\_\_\_\_ (Incoterms 2010)

☐ FOB \_\_\_\_\_ ( Incoterms 2010)

☐ \_\_\_\_\_ .

5.2 If Merchandise is not shipped within the delivery time or in the quantities specified in the Order(s), Company reserves the right, at its option and without limitation, to cancel the order and/or reject any Merchandise delivered after the time specified, and/or claim the liquidated damage.

5.3 Acceptance of any Merchandise shipped after the specified shipment date shall not be construed as a waiver of any of Company's rights or remedies resulting from the late shipment or delivery of Supplier.

5.4 Supplier shall pack all Merchandise in accordance with best commercial practice.

#### **6. QUALITY AND WARRANTIES**

- 6.1 The Merchandise will be new and not used, remanufactured, reconditioned or refurbished, and will comply with all specifications contained in such Order and will be of equal or better quality as all samples delivered to Company, if any.
- 6.2 The Merchandise is genuine and is not counterfeit, adulterated, misbranded, falsely labeled or advertised or falsely invoiced within the meaning of any applicable laws or regulations.
- 6.3 The Merchandise shall be delivered in good and undamaged condition and shall, when delivered, be merchantable and fit and safe for the purposes for which the same are intended to be used, including but not limited to consumer use.
- 6.4 Supplier represents and warrants that it has no knowledge, that the use, sale, design or manufacture of Merchandise infringes the intellectual property rights of any third party.

## **7. INDEMNIFICATION**

- 7.1 Supplier will hold harmless and indemnify the Company and its employees, agents, officers, directors, affiliates, subsidiaries and assigns from and against any and all third party damages, fines, costs, and expenses (including but not limited to reasonable attorneys' fees) caused by or resulting from the Supplier's breach of this Agreement or its negligence or willful misconduct.
- 7.2 In no event shall Company be liable for any punitive, special, incidental or consequential damages of any kind (including but not limited to loss of profits, business revenues, business interruption and the like), arising from or relating to the relationship between Supplier and Company.

## **8. ARBITRATION AND GOVERNING LAW**

- 8.1 This Agreement, any and all Orders, and any and all disputes arising thereunder or relating thereto, shall be governed by and construed in accordance with (*choose one of the following*):
- ☐ the laws of the People's Republic of China without regard to the rules of conflicts of law.
  - ☐ United Nations Convention on Contracts for the International Sales of Goods (Vienna, 1980) (CISG).
- 8.2 Any dispute arising from or in connection with this Agreement shall be submitted to

Shenzhen Court of International Arbitration (SCIA) for arbitration. The arbitral award is final and binding upon the parties. The place of arbitration is Shenzhen, China. The language for the arbitration shall be English.

8.3 The losing party shall bear the reasonable expenses incurred in resolving the dispute including, but not limited to, arbitration fees and attorney's fees.

This Agreement shall be executed in two (2) sets of originals; each party holds one (1) set of originals.

\_\_\_\_\_ [Supplier]

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Wal-Mart (China) Investment Co., Ltd.**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

附件一

Appendix 1

沃尔玛(中国)投资有限公司及其关联公司的供应商标准

**STANDARDS FOR VENDORS OF WAL-MART (CHINA) INVESTMENT CO., LTD AND ITS AFFILIATES.**

沃尔玛(中国)投资有限公司及其目前或将来之关联公司(“沃尔玛”)自成立之时起一直坚持其三项基本原则从事经营活动。第一项原则是贯彻以每日提供价廉物美的商品,使顾客感到物有所值、服务周到的观念。沃尔玛已藉此与顾客建立良好的关系。我们相信这项原则的执行是沃尔玛得以迅速发展、业务卓著的根本原因。第二项原则是沃尔玛全心全意致力发展沃尔玛同事(雇员)及管理人员之间的合作伙伴关系。这个观念已沿伸到业绩与沃尔玛同步增长的供应商(包括商品供应商和服务供应商)(“供应商”)中。第三项原则是沃尔玛对其商店和分销中心所在社区具有强烈责任感。

Wal-Mart (China) Investment Co Ltd. and its current or future affiliates ("Wal-Mart") have enjoyed success by adhering to three basic principles since their establishment. The first principle is to carry through the concept of providing quality merchandise at low prices every day. Wal-Mart has built good relationship with its clients on this basis, and we believe it is the fundamental reason for Wal-Mart's rapid growth and success. The second principle is wholehearted dedication to a partnership relationship between Wal-Mart's associates (employees) and the management. This concept is extended to Wal-Mart's Vendors (including merchandise vendors and service vendors) ("Vendors") who have developed their business as Wal-Mart grows. The third principle is a commitment by Wal-Mart to the communities in which Wal-Mart stores and distribution centers are located.

沃尔玛的业务运作都以反映这三项基本原则及随附的根本价值观进行。每一个供应商要遵守这些原则和价值观并确保在所有承包、分包或其它业务关系中切实履行。

Wal-Mart strives to conduct its business in a manner that reflects these three basic principles and the fundamental values incorporated. Each of our Vendors is expected to conform to those principles and values and to assure compliance in all contracting, subcontracting or other business relationships.

沃尔玛相信其供应商的行为方式会连带到沃尔玛本身并影响其声誉,所以沃尔玛要求其供应商需执行同上述三项基本原则相一致的业务标准。具体而言,沃尔玛要求其供应商遵守执行下列标准,沃尔玛并有权定期派员对供应商的经营场所进行不预先通知的检查以确定这些标准的贯彻。

Since Wal-Mart believes that the conduct of its Vendors will involve Wal-Mart and affect its reputation, Wal-Mart requires that its Vendors conform to standards of business operation which are consistent with the three basic principles described above. More specifically, Wal-Mart requires conformity from its Vendors with the following standards, and hereby reserves the right to make periodic inspections without prior notice of Vendors' business premises to ascertain Vendors' implementation of these standards.

1. 遵守适用的法律 COMPLIANCE WITH APPLICABLE LAWS:

所有供应商需遵守在他们开展业务的国家法律中的法律要求及行业法规和标准，包括那些国家的劳动和雇用的法律。在法规和行业标准相冲突的情况下，供应商必须至少遵守其产品生产国或服务提供所在国的法规。但如果行业标准高于所在国地的法规，沃尔玛将优待遵守该等行业标准的供应商。供应商需恪守可适用的政府部门的全部规定。适用的法律规定的必要发票和相关文件、单据必须齐备。供应商须向沃尔玛担保所有售予沃尔玛的货品或提供的服务没有侵犯任何属于其他人的专利、商标、著作权等知识产权。如果向沃尔玛出售第三方许可的货品或经营第三方许可的服务，供应商需向沃尔玛提供所有必要的许可。对于商品供应商而言，全部货品需根据货品生产国适用的法律和其它适用的法律正确印上或标明原产国名。每批货品需附带有关政府机构签发的必需文件，包括但不限于进口许可、配额分配单和签证，并按适用的法律遵守理性市场销售合同、自愿限售合同和其他同类的合同。不论以英文或中文书写的商业发票均需准确描述每批货品中全部货物（标明其中每件货品的产地）或每项服务，列出货品价格或服务价格的所有直接和间接构成成分，包括但不限于任何协办费用、佣金或许可费用。供应商应及时向沃尔玛提供补充性文件和任何沃尔玛要求的对原有文件的改动。如供应商无法提供完整的信息，将会导致沃尔玛拒收其货物或其所提供的服务。

All Vendors shall comply with the legal requirements and standards of their industry under the laws of the countries in which the Vendors are doing business, including the labor and employment laws of those countries. Should the legal requirements and standards of the industry conflict, Vendors shall at least be in compliance with the legal requirements of the country in which the products or services are manufactured or provided. If, however, the industry standards exceed the country's legal requirements, Wal-Mart will favor Vendors who meet such industry standards. Vendors shall comply with all requirements of all applicable government agencies. Necessary invoices and required documentation must be provided in compliance with applicable law. Vendors shall warrant to Wal-Mart that no merchandise sold or service provided to Wal-Mart infringes any such intellectual property rights as patents, trademarks or copyrights belonging to others and shall provide to Wal-Mart all necessary licenses for selling merchandise or providing services to Wal-Mart under license from a third party. For all merchandise vendors, all merchandises shall be accurately marked or labeled with its country of origin in compliance with applicable laws of the country of manufacture and other applicable laws. All shipments of merchandise will be accompanied by the requisite documentation issued by the proper governmental authorities, including but not limited to import licenses, quota allocations and visas and shall comply with orderly marketing agreements, voluntary restraint agreements and other such agreements in accordance with applicable law. The commercial invoice shall, either in English or in Chinese, accurately describe all the merchandises contained in the shipment (identify the country of origin of each article contained in the shipment) or services provided, and shall list all direct and indirect constituents of price of the merchandise or service, including but not limited to any assistance, selling commissions or royalty payments. Vendors shall provide backup documents and any changes to original documents required by Wal-Mart in a timely manner. Failure to supply complete and accurate information will result in Wal-Mart's cancellation or rejection of the merchandise or the service provided by Vender.

2. 员工聘用 EMPLOYMENT :

沃尔玛之所以成功是因为其员工均被视为合作伙伴，高度的团队精神已在公司形成，沃尔玛期望其公司的强烈责任感也反映在其供应商对他们雇员的态度上。沃尔玛期望其供应商至少达到以下的员工聘用条款和条件。

Wal-Mart achieves great success because its staff are considered “partners” and a high level of teamwork spirit has developed within the Company. Wal-Mart expects the spirit of commitment to be reflected by its Vendors with respect to their employees. Wal-Mart expects its Vendors to meet at least the following terms and conditions of employment.

供应商须遵守所有关于劳动、聘用及相关的当地法律、法规、法令、条例及规定，与他们的雇员（包括供应商在沃尔玛商场内的促销员和/或在沃尔玛办公区域内的员工）签订劳动合同，办理劳动用工手续，如领取《就业证》、《上岗证》或劳动行政管理部门规定的其他证件、以及为其雇员购买工伤保险等。沃尔玛不负责向供应商的雇员支付工资福利或尽其他义务。

Vendors shall comply with all employment and related local laws, ordinances, statutes, rules, and regulations, sign the employment contracts with their employees (including their promoters in Wal-Mart’s stores and/or their employees in Wal-Mart’s business premises), go through the employment formalities, e.g. obtain the Work Permits, Position Certificates or other certificates required by the labor administrative department, and purchase employment injury insurance for their employees etc.. Wal-Mart shall have no responsibility for compensation, welfares or other obligations to Vendors’ employees.

### 3. 雇员调查 INSPECTION-ON-EMPLOYMENT:

沃尔玛任何时候都可能会调查供应商的雇员或受供应商控制的第三方的身份、工作许可证的情况。对于沃尔玛提出的任何这样的要求，供应商应予以合作，向沃尔玛提供所有必需的文件；在沃尔玛提出要求的情况下，供应商应将沃尔玛有理由怀疑可能非法居留在他们开展业务的国家或可能没有合法就业身份的人找来，以便沃尔玛可以直接进行询问。沃尔玛有权自行决定拒绝供应商建议的任何人来提供本合同项下的商品或服务，而且可能随时要求供应商替换或更换沃尔玛相信或有理由怀疑违反他们开展业务的国家的法律(包括但不限于劳动法)的任何人。

Wal-Mart may at any time investigate the identities and work-permit status of any employee of Vendors or third person under the control of Vendors. Vendors shall cooperate with any such inquiry by Wal-Mart by providing all necessary documentation and, if requested by Wal-Mart, making available for direct questioning by Wal-Mart any individual whom Wal-Mart reasonably suspects may be an illegal sojourner in any countries in which the Vendors are doing business or may otherwise lack proper employment status. Wal-Mart, at its sole discretion, shall have the right to refuse any individual whom Vendors proposes to provide merchandises or perform services under this Agreement, and may at any time request Vendors to replace or change any person Wal-Mart believes or reasonably suspects him or her in violation of the laws of any countries in which the Vendors are doing business, including but not limited to labor law .

### 4. 酬劳 COMPENSATION:

供应商需按其营业所在国法律公平地向雇员提供报酬和福利，如果供应商所在地通行的酬劳标准高过该国法律要求，供应商则需按当地通行的酬劳标准执行。如适用，供应商

应充分遵守他们开展业务的国家的劳动法律、法规关于工资和工作时间的规定，且只能与遵守这些法律和法规的分包商合作。

Vendors shall fairly compensate their employees by providing wages and benefits which are in compliance with the national laws of the countries in which the Vendors are doing business or which are consistent with the prevailing local standards in the countries in which the Vendors are doing business, if the prevailing local standards are higher. Vendors shall fully comply with the requirements regarding wage and hour set forth in labor laws and regulations of any countries in which the Vendors are doing business and shall cooperate only with subcontractors who comply with this laws and regulations, if applicable.

5. 工作时间 WORKING HOURS:

供应商需按营业所在国的适用法律和当地标准维持合理的工作时间。雇员每周工作时间不得超过适用法律的允许标准并需根据适用法律获得适当的超时工作的酬劳。沃尔玛优待工作时间符合法定要求的供应商。沃尔玛将不使用有计划地使雇员正常工作超过每周 40 小时又不根据适用法律给予适当补偿的供应商。雇员应被允许享受合理休息(在适用法律就休息事项没有明确规定的情况下，沃尔玛认为每 7 天至少休息 1 天)和休假的待遇。

Vendors shall maintain reasonable employee working hours in compliance with local standards and applicable national laws of the countries in which the Vendors are doing business. Employees' working hours per week shall not excess working hours permitted by the applicable law, and shall be rewarded accordingly for overtime work under applicable law. Wal-Mart favors Vendors who comply with the statutory requirements for working hours for employees and will not use Vendors who, on a regularly scheduled basis, require employees to work in excess of forty-hour per week without proper compensation as required under applicable law. Employees shall be permitted reasonable days off (which, Wal-Mart deems as at least one day off for every seven-day period in the event that the applicable law does not have clear stipulations on the subject of day off .) and leave .

6. 强制劳工/犯人劳动 FORCED LABOR/PRISONER LABOR:

供应商的员工聘请需建立在自愿的基础上。沃尔玛绝不容忍强制劳工或犯人劳动。沃尔玛拒绝接受供应商以任何方式使用强制劳工或犯人制造的产品或提供的服务或服务成果，也不接受供应商的承包商、分包商或其它业务关系使用强制劳工或犯人所生产的产品或提供的服务。

Vendors shall maintain employment on a voluntary basis. Forced or prisoner labor will in no case be tolerated by Wal-Mart. Wal-Mart refuses to accept products or services or service results from Vendors who utilize in any manner forced or prisoner labor or products or services from their contractors, subcontractors or other business relationships who utilize in any manner forced or prisoner labor.

7. 童工 CHILD LABOR:

沃尔玛绝不容忍供应商使用童工制造其出售的产品或提供的服务。沃尔玛不接受供应商以任何方式使用童工生产的产品或提供的服务，也不接受供应商以任何方式在其承包商、分包商或其它业务关系中使用童工生产的产品或提供的服务。不应聘用小于 16 岁（或该国法律允许制造业或服务行业聘用的雇员的最低年龄）的人士。如该国完成义务教育所需的年龄大于 16 岁，则不能聘用小于该年龄的员工。

Wal-Mart will in no case tolerate the use of child labor in the manufacture of products sold by Vendors or in the provision of services . Wal-Mart will not accept products or services from Vendors that utilize in any manner child labor by themselves or in their contractors, subcontractors or other business relationships for the manufacture of their products or the provision of services. No person shall be employed at an age younger than 16(or the youngest age for employees in the manufacture or service industry allowed under the local laws) or younger than the age for completing compulsory education in the country where such age is higher than 16 years of age.

8. 歧视 DISCREMINATION:

沃尔玛承认不同文化差异的存在,也承认各国标准各异。但是沃尔玛相信确定员工聘用条款和条件的基础应该是个人工作能力,而不是个人特征或信仰。沃尔玛将优待具有社会责任感并且在员工聘用过程中或任何其他工作条款和条件中不进行种族、肤色、国籍、性别、宗教、残障和其它相近因素的歧视的供应商。

Wal-Mart recognizes that cultural differences exist and different standards apply in various countries; Wal-Mart believes that all terms and conditions of employment should be based on individuals' ability to do the job instead of personal characteristics or beliefs. Wal-Mart favors Vendors who have social commitment and who do not discriminate against their employees in the employment process or any other term or condition of work on the basis of their race, color, nationality , gender, religion, disability, or other similar factors.

9. 工作环境 WORK PLACE ENVIRONMENT :

沃尔玛为其员工提供了安全、清洁、健康、高生产效率的工作环境。沃尔玛也期望供应商也为自己员工提供相同的待遇。供应商需为其员工创造安全、健康的工作条件。为沃尔玛生产货品的工厂需有必要的医疗器械、紧急出口、安全设备、良好照明、适当的生产场所、清洁的休息室和适当生活区;供应商还需为其员工提供必要的培训以保障其安全工作。沃尔玛将不同其工作环境不利于健康和工作环境危险的供应商交易,也不同实行精神惩罚或体罚的供应商交易。

Wal-Mart maintains a safe, clean, healthy and efficient environment for its associates and expects the same from its Vendors. Wal-Mart also expects that Vendors shall furnish employees with safe and healthy working conditions. Factories working on Wal-Mart merchandise shall provide adequate medical facilities, emergency exits and safety equipment, well-lighted and comfortable work stations, clean rest-rooms, and adequate living zones where necessary. Workers should be adequately trained to perform their jobs safely. Wal-Mart reserves the right not to do business with any Vendor who provides an unhealthy or hazardous work environment or applies mental or physical penalties to the employees..

10. 赔偿 Penalty:

如果供应商违反本供应商标准的任何规定,供应商需补偿对沃尔玛所造成的损失,包括但不限于对沃尔玛信誉和声誉的损害及财产上的损失,例如:律师费、政府执法部门的罚款等。如果供应商违反本供应商标准的任何规定,沃尔玛还有权单方面马上终止与其签署的任何合同和业务关系。

If Vendor breaches any stipulations in these Standards for Vendors, it shall compensate Wal-Mart for all losses suffered by Wal-Mart due to Vendor's such breach, including but not

limited to damages of the reputation and credit and financial losses of Wal-Mart, e.g. attorney fee, fines levied by governmental authority. If Vendors breaches any stipulations in these Standards for Vendors, Wal-Mart may also immediately terminate any agreements and business relationship in its sole discretion.

11. 对环保的关注 CONCERN FOR THE ENVIRONMENT :

沃尔玛相信, 本公司必须在环境保护方面起带头作用。沃尔玛鼓励顾客、客户和沃尔玛的员工长期地“减少废物, 重复使用, 回收再生”。沃尔玛也鼓励供应商减少过多的包装, 在可能情况下使用再生和无毒材料。沃尔玛将优待同本公司具有同样的环保责任感的供应商。

Wal-Mart believes that the Company shall take the lead in protecting our environment. Wal-Mart encourages our clients and associates to always Reduce, Re-use, and Recycle. Wal-Mart also encourages our Vendors to reduce excess packaging and to use recycled and non-toxic materials whenever possible. Wal-Mart will favor Vendor who shares our commitment to the environment.

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12. 供应商定期检查和出示证明

REGULAR INSPECTION AND CERTIFICATION BY VENDOR:

供应商应对生产出售给沃尔玛的产品或提供服务的每一个经营场所进行检查。这类检查至少必须每季度一次, 以确定本供应商标准中所定的标准、条件和条款得以执行。对该等经营场所进行检查及出示证明的全部费用将由供应商支付。供应商需保留完整准确的记录并使沃尔玛或其代理人、雇员在需要时即能够获得这些记录。任何未能或拒绝遵守这些标准的供应商将被沃尔玛立即取消全部未完成订单, 拒绝收货或退回已装船的货物, 而且沃尔玛将终止与该供应商的业务关系, 并且沃尔玛不必为自己如此取消订单和拒绝收货、退货及终止业务关系的行为承担任何责任。

Vendors shall inspect each of their facilities in which produce merchandise sold or service provided to Wal-Mart. Such inspections shall be conducted at least on a quarterly basis to ensure compliance with the standards, terms and conditions set forth herein. All charges related to the inspection and certification of such facilities shall be paid fully by the Vendor. Vendor shall maintain the complete and accurate records and shall make such documents readily accessible to Wal-Mart, its agents or employees when requested. Any Vendor who fails or refuses to comply with these standards is subject to immediate cancellation of any and all outstanding orders, refusal or return of any shipment, and termination of business relationship with Wal-Mart. Such cancellation, refusal or return and termination of business relationship shall not cause any liabilities to Wal-Mart.

13. 检查权利 RIGHT OF INSPECTION

为进一步确保本文中列标准的执行和遵守, 沃尔玛或沃尔玛指派的第三方将采取积极的措施, 如对经营场所进行现场检查, 以贯彻并监督上述标准的执行。任何未能或拒绝遵守这些标准的供应商将被沃尔玛立即取消全部未完成订单或合同, 拒绝收货或退回已装船的货物, 而且沃尔玛将终止同该供应商的业务关系, 并且沃尔玛不必为自己如此取消订单和拒绝收货、退货及终止业务关系的行为承担任何责任。

To further ensure proper implementation of and compliance with the standards set forth herein, Wal-Mart or a third party designated by Wal-Mart will take affirmative measures, such

as on-site inspection of business facilities, to implement and monitor the standards. Any Vendor who fails or refuses to comply with these standards is subject to immediate cancellation of any and all outstanding orders or agreements, refusal or return of any shipment and termination of business relationship with Wal-Mart. Such cancellation, refusal or return and termination of business relationship shall not cause any liabilities to Wal-Mart.

#### 14. 保密 CONFIDENTIALITY

供应商在任何时候,在本合同期限内或期限后的任何时候都不会将任何沃尔玛的商业秘密、保密信息、知识、设计、数据、专有技术或其它沃尔玛认为是“秘密”的信息披露给任何其它人或为自身目的或其他人的目的使用该等信息。供应商承认此保密义务不只限于沃尔玛的技术信息、设计和营销信息,还包括任何沃尔玛认为是秘密的商业信息。任何未公开的信息都被认定为是商业秘密和保密的信息。因任何原因而导致供应商与沃尔玛之间贸易关系终止时,供应商须归还沃尔玛所有属于沃尔玛的物件和由供应商占有或处于其控制中的载有沃尔玛的商业秘密、保密信息、知识、数据或专有技术的文件的全部原件和复印件,并于上述贸易关系终止后继续承担本条所述的保密义务。

Vendor shall not, at any time during or after the term of this Agreement, disclose to others and will not take or use for its own purposes or the purpose of others any Wal-Mart's trade secrets, confidential information, knowledge, designs, data, know-how, or any other information considered by Wal-Mart as "confidential". Vendor recognizes that this obligation applies not only to Wal-Mart's technical information, designs and marketing, but also to any business information that Wal-Mart treats as confidential. Any information that is not readily available to public shall be considered to be a trade secret and confidential. Upon termination of the business relationship for any cause, Vendor shall return to Wal-Mart all items belonging to Wal-Mart and all copies of documents containing Wal-Mart's trade secrets, confidential information, knowledge, data or know-how in Vendor's possession or under Vendors' control. Such obligation of confidentiality shall survive the termination of the aforesaid business relationship elapsed.

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#### 15. 沃尔玛的礼品和馈赠政策 WAL-MART GIFT AND GRATUITY POLICY

沃尔玛实行一个非常严格的政策,严禁索要、提供或接受任何礼物、馈赠,或任何形式的“回扣”或好处费,作为进行交易的条件,或作为一种“感谢”形式,或作为一种获得优待或接受低于约定水平的商品和/或服务的手段。沃尔玛坚信,应交付或者接收合乎约定数量和质量要求的商品和/或服务。

Wal-Mart has a very strict policy which forbids and prohibits the solicitation, offering or acceptance of any gifts, gratuities or any form of “kick-back” or facilitation fee as a condition of doing business, as a form of “appreciation”, or as an attempt to gain favor or accept merchandise and/or services at a lower degree than agreed. Wal-Mart firmly believes in delivering and receiving merchandise and/or services of the agreed quantity and quality.

- 任何违反该政策,提供任何形式的礼品或馈赠给任何沃尔玛的员工、雇员、代理人或关联机构的供应商,不管其礼品或馈赠是否被接受,都将损失其目前和将来与沃尔玛的全部生意。另外,沃尔玛保留向违反该政策的供应商所属的相关国家的相应政府机关检举该供应商的权利。

Any Vendor who violates such policy by offering any form of gift or gratuity to any staff,

employee, agent or affiliate of Wal-Mart will be subject to loss of all existing and future business, regardless of whether the gift or gratuity was accepted. In addition, Wal-Mart reserves the right to report the Vendor who violates such policy to the competent governmental authorities of the Vendors' respective and relevant countries.

- 任何收到沃尔玛员工、雇员、代理人或关联公司以任何形式对其提出索要礼品的要求或请求的供应商应立即向沃尔玛(中国)投资有限公司防损部(0755~25623288 分机 8106/8108)报告。沃尔玛将会对不报告该等情况的供应商、贸易公司或工厂采取严厉措施,包括但不限于终止与其所有现存和将来的业务关系,并要求其进行金钱赔偿。

Any Vendor that receives a request or demand from any Wal-Mart associates, employees, agent or affiliated companies for a gift or gratuity in any form should immediately report to the Loss Prevention Dept. of Wal-Mart (China) Investment Co Ltd. (0755~25623288 ~8106/8108). Failure to report such information will result in severe action against such Vendor, trading company or factory, including but not limited to termination of all existing and future business relationship and request for monetary compensation.

作为沃尔玛供应商\_\_\_\_\_公司的主管,我已阅读本文件中的原则和条款并理解本公司同沃尔玛的业务关系是建立在我们完全遵守这标准和条款的基础上的,我也理解如果供应商未能遵守本文中任何一项标准或条款都将导致沃尔玛立即取消任何及全部已下达的订单或合同且不再以任何方式继续同该供应商发生业务往来。我代表\_\_\_\_\_公司签署本文以表示承认、接受并同意受沃尔玛和本公司(即\_\_\_\_\_公司)在本文所列出的标准条款和条件的约束。我在此确认,所有使本合同对\_\_\_\_\_公司具有约束力并能据此对\_\_\_\_\_公司强制执行的一切法律或公司的行动已经完成。

As an officer of \_\_\_\_\_(Company Name), a Vendor of Wal-Mart, I have read the principles and terms described in this document and understand my company's business relationship with Wal-Mart is based on my company being in full compliance with the principles and terms set out herein. I further understand that failure by a Vendor to abide by any of the terms and conditions stated herein may result in the immediate cancellation by Wal-Mart of any and all outstanding orders/agreements with that Vendor and refusal by Wal-Mart to continue to do business in any manner with said Vendor. I am signing this statement, as a corporate representative of \_\_\_\_\_(Company name), to acknowledge, accept and agree to abide by standards, terms and conditions set forth herein between my company \_\_\_\_\_(Company Name) and Wal-Mart. I hereby affirm that all actions, legal and corporate, to make this Agreement binding and enforceable against \_\_\_\_\_(Company Name) have been completed.

供应商公司名称 VENDOR COMPANY NAME : \_\_\_\_\_

法定代表人签名 Legal Representative Name: \_\_\_\_\_

地址、电话及传真 ADDRESS, TELEPHONE AND FAX NUMBER : \_\_\_\_\_

姓名 Typed Name : \_\_\_\_\_

职务 Title : \_\_\_\_\_

日期 Date : \_\_\_\_\_

8.2 Any dispute arising from or in connection with this Agreement shall be submitted to Shenzhen Court of International Arbitration (SCIA) for arbitration. The arbitral award is final and binding upon the parties. The place of arbitration is Shenzhen, China. The language for the arbitration shall be English.

8.3 The losing party shall bear the reasonable expenses incurred in resolving the dispute including, but not limited to, arbitration fees and attorney's fees.

This Agreement shall be executed in two (2) sets of originals; each party holds one (1) set of originals.

Winnett Cattle Company, Inc. [Supplier]

By: Dennis S. Brewer

Title: CEO

Date: January 23, 2018



**Wal-Mart (China) Investment Co., Ltd.**

By:

Title: \_\_\_\_\_

Date:

2018.2.7



附件一

#### Appendix 1

沃尔玛(中国)投资有限公司及其关联公司的供应商标准

#### STANDARDS FOR VENDORS OF WAL-MART (CHINA) INVESTMENT CO., LTD AND ITS AFFILIATES.

沃尔玛(中国)投资有限公司及其目前或将来之关联公司 (“沃尔玛”) 自成立之时起一直坚持其三项基本原则从事经营活动。第一项原则是贯彻以每日提供价廉物美的商品, 使顾客感到物有所值、服务周到的观念。沃尔玛已籍此与顾客建立良好的关系。我们相信这项原则的执行是沃尔玛得以迅速发展、业务卓著的根本原因。第二项原则是沃尔玛全心全意致力发展沃尔玛同事 (雇员) 及管理人员之间的合作伙伴关系。这个观念已沿伸到业绩与沃尔玛同步增长的供应商(包括商品供应商和服务供应商) (“供应商”) 中。第三项原则是沃尔玛对其商店和分销中心所在社区具有强烈责任感。

## Dennis Brewer

---

**From:** Dennis Brewer <dennis\_brewer@winnettorganics.com>  
**Sent:** Thursday, March 1, 2018 5:43 AM  
**To:** 'Yoshiyuki Higaki'  
**Subject:** RE: Winnett Organic - supplier agreement

Thanks, Yoshi.

Regards,  
Dennis

Dennis Brewer  
Chief Executive Officer  
Winnett Cattle Company, Inc.  
623-207-9675 520-549-6245  
[www.winnettcattlecompany.com](http://www.winnettcattlecompany.com)



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---

**From:** Yoshiyuki Higaki [mailto:Yoshiyuki.Higaki@walmart.com]  
**Sent:** Wednesday, February 28, 2018 8:27 PM  
**To:** 'dennis\_brewer@winnettorganics.com' <dennis\_brewer@winnettorganics.com>  
**Subject:** FW: Winnett Organic - supplier agreement

Hi, please find the attached!

---

**From:** Livia Zhang  
**Sent:** Wednesday, February 28, 2018 7:07 PM  
**To:** Yoshiyuki Higaki  
**Cc:** Alison Fan  
**Subject:** RE: Winnett Organic - supplier agreement

Dear Yoshiyuki San,

Please kindly find the sign page.

Thanks and Best regards,  
Livia Zhang

---

**From:** Yoshiyuki Higaki  
**Sent:** Saturday, February 24, 2018 12:08 AM  
**To:** Livia Zhang  
**Cc:** Alison Fan  
**Subject:** RE: Winnett Organic - supplier agreement

Livia,

Thank you very much!! I have forwarded the information to the supplier.

Best regards,

Yoshi

---

**From:** Livia Zhang  
**Sent:** Thursday, February 22, 2018 7:08 PM  
**To:** Yoshiyuki Higaki  
**Cc:** Alison Fan  
**Subject:** RE: Winnett Organic - supplier agreement

Dear Yoshiyuki San,

Kindly find below vendor number for Winnett Organic.

Vendor name	Dept.	Vendor Number
Winnett Cattle Company, Inc.	93	274407

Thanks and Best regards,  
Livia Zhang

---

**From:** Yoshiyuki Higaki  
**Sent:** Wednesday, January 24, 2018 3:24 AM  
**To:** Livia Zhang  
**Cc:** Alison Fan  
**Subject:** RE: Winnett Organic - supplier agreement

Livia,

Please see the below tracking information for the revised documents. It will arrive on February 1<sup>st</sup>.

Best regards,

Yoshi

---

**From:** Yoshiyuki Higaki  
**Sent:** Tuesday, January 23, 2018 9:45 AM  
**To:** Livia Zhang  
**Cc:** Alison Fan  
**Subject:** RE: Winnett Organic - supplier agreement

Livia,

The supplier will resend you the entire package with autograph (not electric signature). The administrator is Dennis.  
Thanks.

Best regards,

Yoshi

---

**From:** Livia Zhang  
**Sent:** Tuesday, January 23, 2018 3:58 AM  
**To:** Yoshiyuki Higaki  
**Cc:** Alison Fan  
**Subject:** RE: Winnett Organic - supplier agreement

Dear Yoshiyuki San,

We got the documents. But they are seem not the originals but the copy. Please kindly let supplier double confirm.

I find there are three copy application form for the access to wal-mart China retail link. Kindly be noted that there is only one person could be administrator. Please provide one application form to us and is the original as well.

Thanks and Best regards,  
Livia Zhang

---

**From:** Yoshiyuki Higaki  
**Sent:** Monday, January 15, 2018 10:23 PM  
**To:** Livia Zhang  
**Cc:** Alison Fan  
**Subject:** RE: Winnett Organic - supplier agreement

Livia,

The documents has been shipped already. Please refer the below tracking information.

We appreciate it if you can send acknowledgement upon your receipt of the documents.

Best regards,

Yoshi

**From:** [USPS\\_Shipping\\_Services@usps.com](mailto:USPS_Shipping_Services@usps.com) [[mailto:USPS\\_Shipping\\_Services@usps.com](mailto:USPS_Shipping_Services@usps.com)]  
**Sent:** Friday, January 12, 2018 7:11 PM  
**To:** [dennis\\_brewer@winnettorganics.com](mailto:dennis_brewer@winnettorganics.com)  
**Subject:** USPS - Your customs form has been created!



[Sign in](#)

| [Manage Your Mail](#)

| [Customer Service](#)

---

## Your customs form has been created!

To ship this package and pay postage, please take the package and printed customs form to a [Post Office™](#) Retail Associate.

Additional information regarding your customs form can be found below. You can use the label number below to track your package.

---

### Customs Form Label Details

Priority Mail Express International™  
Flat Rate Envelope

**Label Number:** [EC 907 637 587 US](#)

**Creation Date & Time:** 01/12/2018 18:10 PM CST

**Shipped from:**

DENNIS BREWER  
WINNETT CATTLE COMPANY  
[REDACTED] RD APT 35  
RAMSEY NJ 07446-1137

**Shipped to:**

ALISON FAN  
WALMART CHINA - IMPORT SOURCING  
SUPERCENTER MERCH  
2-5/F TOWER 2 AND 1-12/F TOWER 3 SZITI  
69 NONGLIN ROAD  
FUTIAN DISTRICT  
SHENZHEN CITY, GUANGDONG  
CHINA 518040

In the future, consider using [Click-N-Ship®](#) to create customs forms and purchase postage online for international destinations, APO/FPO/DPO destinations, and U.S. possessions, territories and Freely Associated States.

**Note:** If you edited your customs form you may receive multiple confirmation emails. Please be sure to reference the label number from the email with the most recent creation date and time listed above when tracking your package.

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1-800-ASK-USPS

[Privacy Policy](#)



---

**From:** Livia Zhang  
**Sent:** Monday, January 15, 2018 3:15 AM  
**To:** Yoshiyuki Higaki  
**Cc:** Alison Fan  
**Subject:** RE: Winnett Organic - supplier agreement

Dear Yoshiyuki San,

The two documents are required by vendor master. Please send to us together.

Thanks and Best regards,  
Livia Zhang

---

**From:** Yoshiyuki Higaki  
**Sent:** Friday, January 12, 2018 11:14 PM  
**To:** Livia Zhang  
**Cc:** Alison Fan  
**Subject:** RE: Winnett Organic - supplier agreement

Livia,

I also asked them to fill out "Retail Link Application" and "Bank Information" and ship one copy each together with 2 copies of SA. Is it correct?

Best regards,

Yoshi

---

**From:** Livia Zhang  
**Sent:** Friday, January 12, 2018 3:51 AM  
**To:** Yoshiyuki Higaki  
**Cc:** Alison Fan  
**Subject:** RE: Winnett Organic - supplier agreement

Dear Yoshiyuki San,

The contract is ok. Please kindly send to us to the following address,

Alison Fan  
Import Sourcing - Supercenter Merchandising Wal-Mart China  
Tel: 86-755-23973276  
Address : 2-5/F, Tower 2 and 1-12/F, Tower 3, SZITIC Square, 69 Nonglin Road, Futian District, Shenzhen City ,  
Guangdong Province , China Post Code:518040

Thanks and Best regards,  
Livia Zhang

---

**From:** Alison Fan  
**Sent:** Friday, January 12, 2018 9:13 AM  
**To:** Livia Zhang  
**Cc:** Yoshiyuki Higaki  
**Subject:** Winnett Organic - supplier agreement

Hi Livia,

Pls help to check the supplier agreement .

Thanks and Best Regards  
Alison Fan  
Import Sourcing - Supercenter Merchandising Wal-Mart China  
Tel: 86-755-23973276  
Fax:86-755-21510603  
Address : 2-5/F, Tower 2 and 1-12/F, Tower 3, SZITIC Square, 69 Nonglin Road, Futian District, Shenzhen City , Guangdong Province , China Post Code:518040

地址： 深圳市福田区农林路69号深国投广场二号楼2-5层及三号楼1-12层 邮政编码： 518040

---

**From:** Yoshiyuki Higaki  
**Sent:** Thursday, January 11, 2018 10:48 PM  
**To:** Alison Fan  
**Cc:** Ray Zhang(MDSG)  
**Subject:** RE: Next Step- Winnett Organic trial shipment

Alison,

Thank you. They have already signed the contract. If the attached is OK, I will have them to send the original as well as the other documents (RL application etc.).

Please let me know how we proceed the Chinese Label design. In the meantime, we need to give them some "commitment" memo, so that they keep the meat for you. Let's talk about this at our regular conference call!

Best regards,

Yoshi

---

**From:** Alison Fan  
**Sent:** Wednesday, January 10, 2018 9:45 PM  
**To:** Yoshiyuki Higaki  
**Cc:** Ray Zhang(MDSG)  
**Subject:** RE: Next Step- Winnett Organic trial shipment

Hi Yoshi,

I think that we could work on Chinese Label design first. After get approval on Chinese Label from CIQ, we could apply the import quota immediately.

Will supplier sign the vendor agreement with WM China directly?

Thanks and Best Regards

Alison Fan

Import Sourcing - Supercenter Merchandising Wal-Mart China

Tel: 86-755-23973276

Fax:86-755-21510603

Address : 2-5/F, Tower 2 and 1-12/F, Tower 3, SZITIC Square, 69 Nonglin Road, Futian District, Shenzhen City , Guangdong Province , China Post Code:518040

地址： 深圳市福田区农林路69号深国投广场二号楼2-5层及三号楼1-12层 邮政编码： 518040

---

**From:** Yoshiyuki Higaki  
**Sent:** Thursday, January 11, 2018 12:23 AM  
**To:** Alison Fan  
**Cc:** Ray Zhang(MDSG)  
**Subject:** RE: Next Step- Winnett Organic trial shipment

Alison,

I have shared this information to the supplier. Can we proceed these while we are waiting?

Best regards,

Yoshi

---

**From:** Alison Fan  
**Sent:** Wednesday, January 10, 2018 1:18 AM  
**To:** Yoshiyuki Higaki  
**Cc:** Ray Zhang(MDSG)  
**Subject:** Next Step- Winnett Organic trial shipment

Hi Yoshi,

Thank you for your support. Will talk with team and get back to you soon.

I have rough discussion with import Logistic team regarding to the import procedure for bulk pack beef. It may take time to finish the following things before loading:

1. Chinese Label for bulk pack products review and get approval from CIQ. It will be more simple comparing with the one of prepacked products. May take 2~3 weeks.
2. Apply the import quota for the factory which plan to export to WM China. The quota application is based on factory#. It may take around 4 weeks.

Thanks and Best Regards

Alison Fan

Import Sourcing - Supercenter Merchandising Wal-Mart China

Tel: 86-755-23973276

Fax:86-755-21510603

Address : 2-5/F, Tower 2 and 1-12/F, Tower 3, SZITIC Square, 69 Nonglin Road, Futian District, Shenzhen City , Guangdong Province , China Post Code:518040

地址： 深圳市福田区农林路69号深国投广场二号楼2-5层及三号楼1-12层 邮政编码： 518040

---

**From:** Yoshiyuki Higaki  
**Sent:** Wednesday, January 10, 2018 12:03 AM  
**To:** Alison Fan  
**Cc:** Levy Zheng; Ray Zhang(MDSG)  
**Subject:** RE: RE: Next Step- Winnett Organic trial shipment

Alison,

Hi, the supplier confirms all the three points you mentioned are correct. Please let me know how we can proceed this!

Best regards,

Yoshi

---

**From:** Dennis Brewer [[mailto:dennis\\_brewer@winnettorganics.com](mailto:dennis_brewer@winnettorganics.com)]  
**Sent:** Tuesday, January 09, 2018 10:01 AM  
**To:** Yoshiyuki Higaki  
**Subject:** EXT: RE: Next Step- Winnett Organic trial shipment

Yoshi - I can confirm all three points are correct. I look forward to working with you and Walmart China as we begin mutually beneficial business. Thank you.

Regards,  
Dennis

Dennis Brewer  
Chief Executive Officer  
Winnett Cattle Company, Inc.  
623-207-9675 520-549-6245  
[www.winnetcattlecompany.com](http://www.winnetcattlecompany.com)



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---

**From:** Yoshiyuki Higaki [<mailto:Yoshiyuki.Higaki@walmart.com>]  
**Sent:** Tuesday, January 9, 2018 10:56 AM  
**To:** 'dennis\_brewer@winnettorganics.com' <[dennis\\_brewer@winnettorganics.com](mailto:dennis_brewer@winnettorganics.com)>  
**Subject:** FW: Next Step- Winnett Organic trial shipment

Dennis,

Hi, will you kindly confirm the following 3 points?

Best regards,

Yoshi

---

**From:** Alison Fan  
**Sent:** Tuesday, January 09, 2018 4:51 AM  
**To:** Yoshiyuki Higaki  
**Cc:** Ray Zhang(MDSG); Levy Zheng  
**Subject:** Next Step- Winnett Organic trial shipment

Hi Yoshi,

Per discussion with team, we would like to try shank for the small trial order first. Before we make the final decision, we would like to clarify the following points;

1. Pls kindly confirm if attached Spec. is for the following shank cutting or not.

* Supplier Name 供应商名称	* Factory Name 工厂名称	Factory ID 工厂ID	* Sourcing Agent 采购代理方	* Country of Origin 原产地	* Description 商品名称	* Size 商品规格	* Item Size Unit 商品规格单位	* Ingr
Winnett Cattle Company	JBS Swift, Hyrum, Utah	36146420	Direct Supplier	USA	Primal beef cuts, USDA Choice Shank	Varies	1b	Primal

S

2. According to the Minimum purchase value \$10,000, the minimum order qty for Shank will be around 3000kg. It is around 1/3 20'. Pls kindly advise.

3. For future order, the minimum order qty will be 20,000 pounds which is one 20'. Pls kindly advise.

Thanks and Best Regards

Alison Fan

Import Sourcing - Supercenter Merchandising Wal-Mart China

Tel: 86-755-23973276

Fax:86-755-21510603

Address : 2-5/F, Tower 2 and 1-12/F, Tower 3, SZITIC Square, 69 Nonglin Road, Futian District, Shenzhen City , Guangdong Province , China Post Code:518040

地址： 深圳市福田区农林路69号深国投广场二号楼2-5层及三号楼1-12层 邮政编码： 518040

## Dennis Brewer

**From:** Chrissy He <Chrissy.He@walmart.com>  
**Sent:** Thursday, January 25, 2018 12:29 AM  
**To:** Dennis Brewer; Yoshiyuki Higaki  
**Cc:** Alison Fan  
**Subject:** Winnett Organic US beef trial shipment- import kick offHDI1002810&HDI1002808  
**Attachments:** America20170926.pdf; Access List of meat product -符合评估审查要求的国家或地区输华肉类产品名单 (2018年1月22日).xls

Hi Dennis

There is access list of meat product that published by CIQ( as attachment), the list includes the approval factory information. It means that only the factories with CNCA approval No. in this CIQ access list are able to export meat product to China. Right now, the access list shows that the approval factories are the ones with the following CNCA approval No.: '960、960A、45834、245L、532、27、262、1198、20374、8、45099、235、27221、86K、86E、86R、86M、889A、2574A、2574C、1557、21488、934、337、34569、19336、4195、1896、7041、7041B、45471、6810、1940、4215'.

Noted the factory information and checked the CNCA approval No. of it is '21488', and it's in the access list of CIQ. So this factory is fine. Please look for the factory in above mentioned list if you're going to change to another company. Thank you!

序号 No.	注册编号 Approval No.	企业名称 Name of Plant	企业地址 Address of Plant	
22	21488	OWB Packers, LLC	57 E. Shank Road Brawley, CA 92227	厠 S C.

Best Regards  
Chrissy He  
0755-23973506

---

**From:** Dennis Brewer [mailto:dennis\_brewer@winnettorganics.com]  
**Sent:** Thursday, January 25, 2018 9:00 AM  
**To:** Chrissy He; Yoshiyuki Higaki  
**Cc:** Alison Fan  
**Subject:** EXT: RE: Winnett Organic US beef trial shipment- import kick offHDI1002810&HDI1002808

Chrissy – Sorry for the delay. Here is our likely factory:

OWB Packers, LLC  
57 E. Shank Road  
Brawley, California 92227 USA  
Establishment Number 21488

They are number 22 on your CNCA list.

We are still waiting on information from one alternate supplier so it is possible the supplier will change to another company on the CNCA list. I will supply the flowcharts as soon as this choice is finalized. Logo is attached. Thank you for your patience!

Regards,  
Dennis

Dennis Brewer  
Chief Executive Officer  
Winnett Cattle Company, Inc.  
623-207-9675 520-549-6245  
[www.winnettcattlecompany.com](http://www.winnettcattlecompany.com)



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---

**From:** Chrissy He [<mailto:Chrissy.He@walmart.com>]  
**Sent:** Wednesday, January 24, 2018 7:45 PM  
**To:** Dennis Brewer <[dennis\\_brewer@winnettorganics.com](mailto:dennis_brewer@winnettorganics.com)>; Yoshiyuki Higaki <[Yoshiyuki.Higaki@walmart.com](mailto:Yoshiyuki.Higaki@walmart.com)>  
**Cc:** Alison Fan <[Alison.Fan@walmart.com](mailto:Alison.Fan@walmart.com)>  
**Subject:** Winnett Organic US beef trial shipment- import kick offHDI1002810&HDI1002808

Hi Dennis

I think it is better to confirm factory registration information . It is critical step to confirm whether we can import this product or not. Thank you!

1. Please check whether your factory has registered in CNCA or not, if yes, please provide the registration information. Without registration, we couldn't import your product at this stage

<http://cifer.cnca.cn/cifer/pubQuery.do>

Best Regards  
Chrissy He  
0755-23973506

---

**From:** Dennis Brewer [[mailto:dennis\\_brewer@winnettorganics.com](mailto:dennis_brewer@winnettorganics.com)]  
**Sent:** Wednesday, January 24, 2018 6:28 PM  
**To:** Chrissy He; Yoshiyuki Higaki  
**Cc:** Alison Fan  
**Subject:** EXT: RE: Winnett Organic US beef trial shipment- import kick offHDI1002810&HDI1002808

Chrissy – I am working to get the supplier flow charts. As soon as I have the flow charts, I will send all the requested items. Sorry for the delay.

Regards,  
Dennis

Dennis Brewer  
Chief Executive Officer  
Winnett Cattle Company, Inc.  
623-207-9675 520-549-6245  
[www.winnettcattlecompany.com](http://www.winnettcattlecompany.com)



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---

**From:** Chrissy He [<mailto:Chrissy.He@walmart.com>]  
**Sent:** Wednesday, January 24, 2018 1:17 AM  
**To:** Dennis Brewer <[dennis\\_brewer@winnettorganics.com](mailto:dennis_brewer@winnettorganics.com)>; Yoshiyuki Higaki <[Yoshiyuki.Higaki@walmart.com](mailto:Yoshiyuki.Higaki@walmart.com)>  
**Cc:** Alison Fan <[Alison.Fan@walmart.com](mailto:Alison.Fan@walmart.com)>  
**Subject:** RE: Winnett Organic US beef trial shipment- import kick offHDI1002810&HDI1002808

Hi Dennis  
Could you please provide documents now? Thank you!

Best Regards  
Chrissy He  
0755-23973506

---

**From:** Dennis Brewer [[mailto:dennis\\_brewer@winnettorganics.com](mailto:dennis_brewer@winnettorganics.com)]  
**Sent:** Wednesday, January 17, 2018 6:17 PM  
**To:** Chrissy He; Yoshiyuki Higaki  
**Cc:** Alison Fan  
**Subject:** EXT: RE: RE: Winnett Organic US beef trial shipment- import kick offHDI1002810&HDI1002808

Chrissy - Okay, the first order will come in our factory's boxes but I will send our artwork with the rest of your request as soon as I can get those other items completed. Thank you for the clarification.

Regards,  
Dennis

Dennis Brewer  
Chief Executive Officer  
Winnett Cattle Company, Inc.  
623-207-9675 520-549-6245  
[www.winnettcattlecompany.com](http://www.winnettcattlecompany.com)



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---

**From:** Chrissy He [<mailto:Chrissy.He@walmart.com>]  
**Sent:** Tuesday, January 16, 2018 8:48 PM  
**To:** Dennis Brewer <[dennis\\_brewer@winnettorganics.com](mailto:dennis_brewer@winnettorganics.com)>; Yoshiyuki Higaki <[Yoshiyuki.Higaki@walmart.com](mailto:Yoshiyuki.Higaki@walmart.com)>  
**Cc:** Alison Fan <[Alison.Fan@walmart.com](mailto:Alison.Fan@walmart.com)>  
**Subject:** RE: RE: Winnett Organic US beef trial shipment- import kick offHDI1002810&HDI1002808

Hi Dennis  
Artwork is for the product what Walmart choose. Thank you!

Best Regards  
Chrissy He  
0755-23973506

---

**From:** Dennis Brewer [[mailto:dennis\\_brewer@winnettorganics.com](mailto:dennis_brewer@winnettorganics.com)]  
**Sent:** Tuesday, January 16, 2018 7:56 PM  
**To:** Chrissy He; Yoshiyuki Higaki  
**Cc:** Alison Fan  
**Subject:** EXT: RE: Winnett Organic US beef trial shipment- import kick offHDI1002810&HDI1002808

Chrissy – We will begin working on this. It may take a little time to get the information from the plant.

Do you need artwork from Winnett Cattle Company or from the manufacturing plant?

Regards,  
Dennis

Dennis Brewer  
Chief Executive Officer  
Winnett Cattle Company, Inc.  
623-207-9675 520-549-6245  
[www.winnettcattlecompany.com](http://www.winnettcattlecompany.com)



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---

**From:** Chrissy He [<mailto:Chrissy.He@walmart.com>]  
**Sent:** Tuesday, January 16, 2018 12:44 AM  
**To:** Yoshiyuki Higaki <[Yoshiyuki.Higaki@walmart.com](mailto:Yoshiyuki.Higaki@walmart.com)>; 'dennis\_brewer@winnettorganics.com' <[dennis\\_brewer@winnettorganics.com](mailto:dennis_brewer@winnettorganics.com)>  
**Cc:** Alison Fan <[Alison.Fan@walmart.com](mailto:Alison.Fan@walmart.com)>  
**Subject:** RE: Winnett Organic US beef trial shipment- import kick offHDI1002810&HDI1002808

Hi Dennis

Please provide below documents for Chinese label. Thank you!

1. Please check whether your factory has registered in CNCA or not, if yes, please provide Manufacturing Plant Registration No., full name and address, if without registration, we couldn't import your product at this stage
2. Clear artwork
3. flow chart of manufacturing process

HDI1002810	Primal beef cuts, USDA Choice Shank
HDI1002808	Primal beef cuts, USDA Choice Flank

Best Regards  
Chrissy He  
0755-23973506

---

**From:** Yoshiyuki Higaki  
**Sent:** Tuesday, January 16, 2018 12:56 AM

**To:** 'dennis\_brewer@winnettorganics.com'  
**Cc:** Alison Fan; Chrissy He  
**Subject:** FW: Winnett Organic US beef trial shipment- import kick off  
**Importance:** High

Dennis,

Now we are going into the preparation for the order. You will be contacted by Chrissy for creating Chinese labels.

Just to heads up!

Best regards,

Yoshi

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**From:** Alison Fan  
**Sent:** Monday, January 15, 2018 12:37 AM  
**To:** Yoshiyuki Higaki  
**Cc:** Ray Zhang(MDSG); Levy Zheng; Jane Zhao - jzhao5; Chrissy He; Sunny Li  
**Subject:** Winnett Organic US beef trial shipment- import kick off  
**Importance:** High

Hi Yoshi,

Thank you for your update info.. Per discussion with team, we would like to try flank and shank in trial shipment together. The order qty of flank and shank for trial shipment will be shared to you later. Pls kindly ask supplier to work with Chrissy who is from our logistics on Chinese label design asap..

Hi Chrissy,  
Pls kindly help to kick off the import process for attached two items asap.. It is our trial shipment with small qty. We prefer to use Shenzhen as destination port.

Thanks and Best Regards

Alison Fan

Import Sourcing - Supercenter Merchandising Wal-Mart China

Tel: 86-755-23973276

Fax:86-755-21510603

Address : 2-5/F, Tower 2 and 1-12/F, Tower 3, SZITIC Square, 69 Nonglin Road, Futian District, Shenzhen City, Guangdong Province, China Post Code:518040

地址：深圳市福田区农林路69号深国投广场二号楼2-5层及三号楼1-12层 邮政编码：518040

---

**From:** Yoshiyuki Higaki  
**Sent:** Saturday, January 13, 2018 4:57 AM  
**To:** Alison Fan  
**Cc:** Ray Zhang(MDSG)  
**Subject:** RE: Next Step- Winnett Organic trial shipment

Alison,

Just for your information, Winnett's factory (JBS) has passed audits! Good to go.

Best regards,

Yoshi

### Factory Details

---

English

<b>Factory ID</b>	:	36146420
<b>Name</b>	:	JBS USA FOOD M628-P628
<b>Importer of Record</b>	:	CHILE SUPPLIER
<b>GLN Number</b>	:	
<b>Latitude</b>	:	Degree : 42 Minute : 0 Second : 0
<b>Longitude</b>	:	Degree : 112 Minute : 0 Second : 0
<b>Status</b>	:	ACTIVE
<b>Address</b>	:	410 North 200 West
<b>City</b>	:	Hyrum
<b>District</b>	:	NA
<b>State / Prov</b>	:	NA
<b>Country</b>	:	UNITED STATES
<b>Major Products</b>	:	Food
<b>Factory Type</b>	:	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Component

## Ethical Audits

### 1 Audits Found

Request Number	Supplier ID	Supplier Name	Request Date	Request Status	Auditor	Scheduled Date	Actual Audit Date	Asmnt Date
4226547	36139263	SWIFT BEEF COMPANY	07/10/2014	Assessed	SA	07/10/2014	07/10/2014	07/10/2014

## Security Audits

### 2 Audits Found

Request Number	Supplier ID	Supplier Name	Request Date	Request Status	Auditor	Scheduled Date	Actual Audit Date	Asmnt Date
6461559	36139263	SWIFT BEEF COMPANY	03/08/2016	Assessed	SA	03/08/2016	03/08/2016	03/08/2016
3819457	36139263	SWIFT BEEF COMPANY	03/10/2014	Assessed	SA	03/06/2014	03/06/2014	03/10/2014

场二号楼2-5层及三号楼1-12层 邮政编码: 518040

## **CORPORATE JOINT VENTURE AGREEMENT**

This Joint Venture Agreement (hereinafter referred to as the "Agreement") is entered into by and among Prince Zayid Mohammed, Plot 68, Road 5, King Abdul Aziz Park, Riyadh, KINGDOM OF SAUDI ARABIA, Mobile phone +966599875737, email zymohammed@live.com, and Dennis Brewer, Post Office Box 144, Ramsey, New Jersey, 07446, USA, phone +19707443205, email Dennis\_Brewer@winnettorganics.com, (hereinafter collectively referred to as the "Joint Venturers" or "Parties") for the purpose of engaging in the farming and ranching of organic grains and beef and the sale and marketing of these products (hereinafter referred to as "Project" or "Company"). Prince Zayid Mohammed shall invest Twenty Million Dollars (US \$20,000,000) in the Project.

**W I T N E S S E T H:**

WHEREAS, the Parties are desirous of forming a joint venture (the "Venture"), under the laws of the State of Texas by execution of this Agreement for the purposes set forth herein and are desirous of fixing and defining between themselves their respective responsibilities and interests in connection with the performance of the before mentioned project; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties herein agree to constitute themselves as joint venturers, henceforth, "Venturers" for the purposes before mentioned, and intending to be legally bound hereby, the Parties hereto, after first being duly sworn, do covenant, agree and certify as follows:

### **ARTICLE I.**

#### **DEFINITIONS:**

**1.1** "Venturers" shall refer to Prince Zayid Mohammed, and Dennis Brewer, or successor(s) in interest as may be designated, and any parties admitted to the Venture.

**1.2** "Internal Revenue Code", "Code" or "I.R.C." shall refer to the current and applicable Internal Revenue Code.

**1.3** "Net Profits and Net Losses" means the income and loss of the Venture after federal and other income taxes.

**1.4** Net Profits and Net Losses shall be determined in accordance with generally accepted accounting principles, and, where appropriate, federal income tax principles.

**1.5** “Project” shall refer to that certain irrigated farm and ranch located at 8100 Lamberger Lane, Dalhart, Texas and all related activities, and to such other farming and ranching lands as may be owned, rented, or leased, and related activities as may be conducted, from time to time by Winnett Perico, Inc.

**1.6** “Company” and “Venture” shall mean Winnett Perico, Inc.

## **ARTICLE II**

### **FORMATION, NAME, AND PRINCIPLE PLACE OF BUSINESS**

#### **2.1 FORMATION**

(a) The Venturers do hereby form a corporate joint venture pursuant to the laws of the State of Texas in order for the Venture to carry on the purposes for which provision is made herein.

(b) The Ventures shall execute such certificates as may be required by the laws of the State of Texas or of any other state in order for the Venture to operate its business and shall do all other acts and things requisite for the continuation of the Venture as a joint venture corporation pursuant to applicable law.

#### **2.2 NAME**

The Name of the Venture shall be Winnett Perico, Inc., and it shall conduct business as a C corporation under the I.R.C.

#### **2.3 PRINCIPAL PLACE OF BUSINESS**

The Venture shall maintain its principal place of business at 8100 Lamberger Lane, Dalhart, Texas. The Venture may re-locate its office from time to time or have additional offices as its Board of Directors may determine.

### **ARTICLE III**

#### **PURPOSE OF THE JOINT VENTURE**

**3.1** The business of the Venture shall be to perform organic farming and ranching, the sale and marketing of products therefrom, and all such other business incidental to the general purposes herein set forth.

### **ARTICLE IV**

#### **TERM**

**4.1** The term of the Venture shall commence as of the date hereof and its duration shall be perpetual, except upon the sale of all the assets thereof, or dissolution under the order of a court of competent jurisdiction.

## ARTICLE V

### PARTICIPATION

**5.1** The interest of the Parties in the Company shall be in accordance with their shareholdings in Winnett Perico, Inc. Their shareholdings, if converted to Common Stock, are as follows:

Prince Zayid Mohammed	Subscribed Shares	5,000,000	\$20,000,000	61%
Dennis Brewer	Founder Shares	2,700,000		33%
Dennis Brewer	Subscribed Shares	300,000	\$300,000	4%
Don Morse	Restricted Shares	200,000		2%
Dennis Merck	Restricted Shares	50,000		1%
Total		8,250,000		100%

Restricted shares are incentive shares awarded by the Board of Directors to managers, employees, consultants, or Directors of Winnett Perico, Inc from time to time and do not make the recipient a party to this Agreement.

**5.2** The Parties agree that in the event any losses arise out of or result from the performance of the Project, Winnett Perico, Inc, shall bear said losses.

**5.3** The Venturers agree to indemnify each other, and to hold the other harmless from, any and all losses of the Joint Venture. Provided, that the provisions of this subsection shall be limited to losses that are directly connected with or arise out of the performance of the Project and/or the execution of any indemnity agreements in connection therewith and shall

not be relate to or include any incidental, indirect or consequential losses that may be sustained or suffered by a Party.

#### **5.4 INITIAL CONTRIBUTION TO THE VENTURE.**

(a) The Venturers shall contribute the Property to the Venture and their Capital Account shall each be credited with the appropriate value of such contribution in accordance with their Venture interests.

(b) Except as otherwise required by law or this Agreement, the Venturers shall not be required to make any further capital contributions to the Venture.

#### **5.5 VENTURE INTERESTS**

Upon execution of this Agreement and payment of consideration related thereto, the Venturers shall each own the percentage of the Venture as described in the table in Section 5.1 above.

#### **5.6 RETURN OF CAPITAL CONTRIBUTIONS**

(a) No Venturer shall have the right to withdraw his capital contributions or demand or receive the return of his capital contributions or any part thereof, except as otherwise provided in this Agreement.

(b) The Venturers shall not be personally liable for the return of capital contributions or any part thereof, except as otherwise provided in this Agreement.

(c) The Venture shall not pay interest on capital contributions of any Venturer.

#### **5.7 ALLOCATIONS OF NET PROFITS**

No allocation of profits to any party to this Agreement, including the payment of any cash dividend, shall occur except upon the written direction of the Board of Directors or under such contracts as may be approved from time to time by the Board of Directors. The Parties agree that, as its Chief Executive Officer, Dennis Brewer is entitled by contract to five (5) percent of the net pre-tax profits of the Company, paid annually.

## **ARTICLE VI**

### **BOARD OF DIRECTORS**

**6.1** The management of the Joint Venture shall be conducted pursuant to policy established by the Parties acting through a Board of Directors which is established by the formation and incorporation of Winnett Perico, Inc. Dennis Brewer is the sole initial Director of the Company.

**6.2** The Board of Directors shall determine the policy for the management of the joint venture by majority vote and, as used in this Agreement, a “majority vote” is defined to be any figure greater than one-half of the authorized votes.

**6.3** The Board of Directors shall have the following powers:

(a) To determine the time and place of holding its meetings and the procedures for conducting its business.

(b) To determine and act upon the various matters, expressly or impliedly contained in other sections of this Agreement, which require decision by the Board of Directors.

(c) To determine and act upon any other matters of joint interest to, or requiring prompt action by, the Joint Venture.

(d) To consider all claims and disputes of any kind between the Joint Venture and third parties and to authorize negotiation, arbitration, litigation, and/or any other process for their resolution and to authorize the settlement thereof.

**6.4** The Board of Directors shall generally perform its duties at a meeting at which all Directors are present, but where circumstances warrant, telephone or video communication between all party representatives or their alternates is authorized.

**6.5** Except as otherwise provided herein, the salaries and expenses of each of the representatives on the Board of Directors shall be borne by the Party whom the representative has been designated to represent and shall not be an expense to the joint venture.

## **ARTICLE VII**

### **DELEGATION OF AUTHORITY**

**7.1** The Board of Directors shall appoint the Chief Executive Officer through whom it shall direct charge and supervision of all matters necessary and connected with the performance of the Project.

**7.2** The Board of Directors shall appoint the Chief Financial Officer to maintain the Company's books and records in accordance with generally accepted accounting principles.

## **ARTICLE VIII**

### **JOINT VENTURE BANK ACCOUNTS**

**8.1** All funds received by the Joint Venture in connection with the performance of the Project shall be deposited in a Company Checking Account, set up especially for the Joint Venture. Said accounts shall be kept separate and apart from any other accounts of the Venturers.

**8.2** Withdrawal of funds from the Joint Venture's Checking Account may be made in such amount and by such persons as authorized by the Board of Directors.

## **ARTICLE IX**

### **ACCOUNTING AND AUDITING**

**9.1** Separate books of accounts shall be kept by the Chief Financial Officer of the transactions of the Joint Venture. Monthly financial statements shall be transmitted to each Venturer in a timely fashion. Any Venturer may inspect such books upon reasonable notice and at any reasonable time.

**9.2** Periodic audits, at least annually, shall be made upon said books at such time as authorized by the Board of Directors by persons designated by the same and copies of said audit shall be furnished to all Venturers.

**9.3** It is understood and agreed that the method of accounting used by the Chief Financial Officer shall be based upon generally accepted accounting principles.

## **ARTICLE X**

### **RESOLUTION OF DISPUTES**

**10.1** All disputes arising out of this Joint Venture Agreement between the Venturers that are not resolvable by good faith negotiations by the same, shall be settled by arbitration under the rules of the American Arbitration Association, Inc. In so agreeing the Parties expressly waive their right, if any, to a trial by jury of these claims and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and enforceable in any court having jurisdiction over the same.

## **ARTICLE XII**

### **OTHER PROVISIONS**

**11.1** This agreement constitutes the entire agreement of the Parties and may not be altered, unless the same is agreed upon in writing signed and acknowledged by the Parties.

**11.2** This agreement is binding upon the heirs, court appointed representatives, assigns, and successors of the Parties.

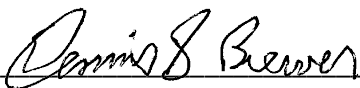
**11.3** This agreement shall be governed by the laws of the state of Texas.

So agreed and executed this 22nd day of October, 2012.

\_\_\_\_\_

Prince Zayid Mohammed

Plot 68,Road 5,

\_\_\_\_\_

Dennis Brewer

Post Office Box 144

King Abdul Aziz Park, Riyadh,  
KINGDOM OF SAUDI ARABIA  
Mobile: +966599875737  
Email: zymohammed@live.com

Ramsey, NJ 07446  
USA  
+19707443205  
Dennis\_brewer@winnettorganics.com



## IMPORTANT NOTICE

Dear Applicant:

Enclosed is the application you requested from the Ministry of Economy and Commerce (MEC).

**Please be aware that nearly half of all applications submitted to MEC are incomplete and must be rejected!**

**You must complete your application in its entirety for it to be accepted by MEC.** An incomplete application can needlessly delay your license. Delays can last several weeks or even months and possibly result in the application being voided and the application fee being forfeited.

**Spending a few extra minutes now may save you weeks or months later!**

Before you submit your application, follow these simple directions.

- ☐ **Sign the forms.**
- ☐ **Fill out all applicable information.**

**Carefully read the General Information section** that immediately precedes the application package and follow the specific instructions that are contained throughout the application package to help ensure that your application is complete.

*Please detach this General Information section before submitting the completed application to MEC.*

### APPLICATION FOR FOREIGN-DOMESTIC JOINT VENTURE BUSINESS LICENSE

#### General Information

Listed below is general information to assist you as you complete the attached application. Detailed instructions are provided on the application.

**Do not submit this General Information section with your completed application** – the actual application begins immediately following this section. The terms “qualifying individual” and “qualifier” are used interchangeably.

Before you submit your application, please review and check off the following items.

- ☐ **Enclose the full 36,300 QAR (equivalent to US\$9,975) fee for licensure (which includes the nonrefundable 7,900 QAR registration fee, the 5000 QAR initial license fee and 23,400 additional expenses) with your completed application.** MEC cannot process your application without the appropriate fee made payable to the Business Licensing Directorate.
- ☐ **Your application may be returned to you if it is insufficient or incomplete.** You must provide any missing information, make corrections, and resubmit your completed application to MEC within **90 days** after the date that it was returned to you or your application will become void. You cannot reinstate a void application – you must submit a new application and fee if you wish to pursue licensure.
- ☐ **Complete the application legibly in black or dark blue ink, with a typewriter.** Forms completed in pencil will be returned to you.



15A-3 (rev. 02/15)

☐ Please make sure that **all** appropriate individuals sign and date where indicated on the application. **All qualifying individuals for each entity must be listed on and sign the application where appropriate.**

☐ **Full legal names are required.** If an individual does not have a middle name, write "None" or "NMN" in the space provided. If an individual has only an initial for his or her first or middle name, write "(Initial Only)" after the initial.

☐ You must provide your street address. P.O. Boxes and private mail boxes (PMB) are **not** acceptable for the street address.

#### ABOUT FOREIGN-DOMESTIC JOINT VENTURE LICENSES

☐ A foreign-domestic joint venture license is issued to two or more entities (individuals, partnerships, corporations, and other joint ventures) who are in good standing.

☐ A foreign-domestic joint venture license may be issued in any or all of the classifications in which the entities are licensed.

☐ Each entity applying for the joint venture license:

- Must be in good standing;
- Must provide the signature of all qualifiers  
; and
- Must provide the signature of an owner, partner, or officer.

☐ The joint venture license will expire two (2) years from the last day of the month in which the license was issued. Each entity comprising the joint venture must be in good standing before the joint venture license can be renewed.

#### COLLECTION OF PERSONAL INFORMATION

MEC collects the personal information requested on the following forms as authorized by B&P Code Section 30 and Qatar Code of Regulations (QCR). MEC uses this information to identify and evaluate applicants for licensure, issue and renew licenses, and enforce licensing standards set by law and regulation. Submission of the requested information is mandatory. MEC cannot consider your application for licensure or renewal unless you provide all of the requested information.

MEC makes every effort to protect the personal information you provide us; however, it may be disclosed in response to a Public Records Act request as allowed by the Information Practices Act; to another government agency as required by law; or in response to a court or administrative order, a subpoena, or a search warrant.



15A-3 (rev. 02/15)

## Application for Foreign-Domestic Joint Venture Business License

### Application Fees

Registration fees..... 7,900 QAR.  
Additional fees ..... 23,400 QAR.  
Initial license fee ..... 5,000 QAR.  
Total fees required for original license... 36,300 QAR.

-The registration fee of 7,900 QAR is not refundable once the application has been filed.

Please type or print neatly and legibly in black or dark blue ink.

### SECTION 1 – ENTREPRENEUR'S NAME AND ADDRESS

1. FULL NAME OF ENTREPRENEUR: Dennis Sheldon Brewer

2. CLASSIFICATION(S) REQUESTED:

3a. MAILING ADDRESS Number/Street or P.O. Box: [REDACTED]

City: State: Country:

3b. STREET ADDRESS Number/Street Only (NO P.O. Box): [REDACTED]

City: State: Country:

4. PHONE NUMBER: 551-252-8164

FAX NUMBER: None

EMAIL ADDRESS: dsb Brewer923@hotmail.com

### SECTION 2 – ENTITIES

5. We, the licensees listed below, certify under penalty of perjury under the laws of the Qatari Arab Republic that all statements, answers, and representations made in this application, including all supplementary statements attached hereto, are true and accurate, and that we have reviewed the entire contents of this application.

(The definition of "perjury" is telling a lie while under oath.)

DATE: October 21, 2015

ENTITY 1 Winnett Perico, Inc.

QUALIFIER'S FULL NAME Dennis Sheldon Brewer

SIGNATURE: [Signature]

PASSPORT NUMBER: [REDACTED]

ENTITY 2

QUALIFIER'S FULL NAME

SIGNATURE:

PASSPORT NUMBER:

### SECTION 3 – REQUIRED APPLICATION QUESTION

To the best of your knowledge, is anyone listed on this application (or any company the person is or was a part of, or any immediate family member of the applicant) named in or responsible for any entered and unsatisfied judgments, liens, and/or claims? (Immediate family member is defined as a spouse, father, mother, brother, sister, son, daughter, stepson, stepdaughter, grandson, granddaughter, son-in-law, or daughter-in-law.)

☐ Yes ☒ No

If you checked "Yes" for this question, you are required to attach a statement identifying all judgments (pending or on record), liens, past due unpaid bills, claims, or suits and a detailed explanation of the situation. Include the names and addresses of the parties involved. If the obligation was or is being discharged in bankruptcy, attach a copy of the bankruptcy filing and a copy of the creditors list.

FOR MEC USE ONLY:

Application reviewed by:

Date:

Status:

9.2 Periodic audits, at least annually, shall be made upon said books at such time as authorized by the Board of Directors by persons designated by the same and copies of said audit shall be furnished to all Venturers.

9.3 It is understood and agreed that the method of accounting used by the Chief Financial Officer shall be based upon generally accepted accounting principles.

## ARTICLE X

### RESOLUTION OF DISPUTES

10.1 All disputes arising out of this Joint Venture Agreement between the Venturers that are not resolvable by good faith negotiations by the same, shall be settled by arbitration under the rules of the American Arbitration Association, Inc. In so agreeing the Parties expressly waive their right, if any, to a trial by jury of these claims and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and enforceable in any court having jurisdiction over the same.

## ARTICLE XII

### OTHER PROVISIONS

11.1 This agreement constitutes the entire agreement of the Parties and may not be altered, unless the same is agreed upon in writing signed and acknowledged by the Parties.

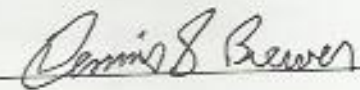
11.2 This agreement is binding upon the heirs, court appointed representatives, assigns, and successors of the Parties.

11.3 This agreement shall be governed by the laws of the state of Texas.

So agreed and executed this 22nd day of October, 2012.

  
\_\_\_\_\_  
Prince Zayid Mohammed  
Plot 68, Road 5,  


  
ZAYID MOHD KSA LTD.  
Date: 22-10-2012

  
\_\_\_\_\_  
Dennis Brewer  
Post Office Box 144

## EQUITY INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT (the “Agreement”) is effective upon signature (the “Effective Date”) by and between **His Excellency Sheikh Jabor bin Hamad bin Jabor Al Thani, President, Jabor International Investment QSC, 7th Floor, Al Bidda Tower, West Bay, P.O. Box: 23775 Doha, Qatar** (“The Investor”),

And

**Dennis Sheldon Brewer, [REDACTED] Road #35, Ramsey, New Jersey 07446, United States of America.** (The “Entrepreneur”).

### RECITALS

A.

The Investor intends to make equity investments as a silent partner with the Entrepreneur to assist in the project available to him.

B.

Entrepreneur has submitted his business proposal and any other written information required by The Investor (collectively the “Application”), incorporated herein to the extent that it is consistent herewith. The Investor approved Entrepreneur’s Application. References herein to Entrepreneur, refers to Winnett Perico, Inc. and to Dennis Sheldon Brewer as the CEO of Winnett Perico, Inc.

NOW, THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, The Investor and Entrepreneur agree as follows:

1.

**Term.** The term of this Agreement shall be from the Effective Date until all of Entrepreneur’s obligations under the Agreement have been satisfied, including but not limited to the reporting and payment provisions of Sections 5 and 8 (“Termination Date”). The Effective Date is upon the confirmation of deposit of the investment amount in the Account of the Entrepreneur. The Investment shall run for a period of five years (5) and will have a buyout option with the Entrepreneur having the first buy right at the end of the five (5) years.

2.

#### **Investment of Funds; Disbursement.**

a.

Subject to the further terms and conditions hereof, The Investor shall invest a sum of US\$52,000,000.00 (Fifty Two Million United States Dollars Only) with the Entrepreneur for approved expenses incurred during the period in exchange for 40% Equity with the

Entrepreneur. The total aggregate amount paid by The Investor to the Entrepreneur shall hereinafter be referred to as the “Funds.”

3.

**Closing.** The closing in connection with this Agreement (the “Closing”) shall take place upon receipt of the investment amount by the Entrepreneur.

4.

**Conditions Precedent to Closing.** The obligations of The Investor to complete the transaction contemplated by this Agreement are subject to the fulfillment prior to or at Closing of the following conditions:

- a. The representations and warranties contained in Paragraph 10 of this Agreement or in any certificate, financial statement or document delivered to The Investor in connection with this transaction shall be true and correct when made and shall be true and correct as of the Closing with the same force and effect as if they had been made on and as of the Closing Date.
- b. The Entrepreneur shall demonstrate to The Investor that he has, and shall upon request furnish a copy of, a legally sufficient and binding agreement for the advancement of the goals contained in the Application.
- c. The Entrepreneur shall not have been declared by The Investor to be in default under any other agreement with The Investor.

5.

**Records and Reports; Confidentiality.**

a. The Entrepreneur shall submit to The Investor:

(i) Financial Reports on the progress of the project.

(a) Beginning one month after end of 1st quarter for the period beginning on the Closing Date and ending on end of 1st quarter, and continuing quarterly thereafter until any and all repayment due pursuant to the provisions of Section 8 has been tendered, its internally prepared statement of revenues for the previous quarter (“Quarterly Revenue Statement”). Beginning one year after Project completion, each Quarterly Revenue Statement shall be accompanied by full payment of any reimbursement due and owing pursuant to Section 8 of this Agreement.

(b) The Quarterly Revenue Statement for the first quarter in each calendar year shall also include the Entrepreneur’s financial statements with regards to the project for the previous calendar year, including a balance sheet and income statement, signed by the Entrepreneur and verifying under oath that such financial statements are true and accurate

and fairly present the financial condition and results of operations of the Entrepreneur, to the best of the Entrepreneur's knowledge, information and belief.

(ii) Project Activities Reports.

(a) Beginning on the Closing Date and continuing quarterly thereafter until the end of the investment Period, a quarterly project report which shall detail its accomplishments related to the proposed specific aims in, and its progress against achieving the milestones listed in.

(b) Within 90 days after the end of the Investment Period, the Entrepreneur shall submit to The Investor a final project report which shall detail its accomplishments related to the proposed specific aims of and its progress against achieving the milestones listed in.

(iii)

Such other reports or information which The Investor may reasonably request from time to time.

b.

The Investor agrees to hold Entrepreneur's Application and Financial Reports in Confidence to the extent reasonably permitted by law of the State of Qatar. Notwithstanding the foregoing, The Investor shall not be obligated to maintain in confidence any information:

- (1) Which was already known to The Investor; or
- 2) Which is or comes into the public domain through no fault of The Investor; or
- 3) Which is independently developed by The Investor; or
- 4) Which comes to The Investor from a third party which is not in violation of any Obligation of confidentiality to Entrepreneur or The Investor.

6.

**Inspection of Records.** Entrepreneur shall allow any authorized representative of The Investor to inspect and audit, at reasonable times, its financial, business and State and federal tax records pertaining to the investment made. The Entrepreneur shall retain such records until three years after the Termination Date.

7.

**Visitation.** Entrepreneur shall allow any authorized representative of The Investor to visit and inspect, with reasonable notice and at reasonable times, all property, offices and production facilities owned, leased or otherwise pertaining to this investment.

8.

**Revenue distribution.** Entrepreneur shall distribute the revenue with The Investor as follows:

a.

For purposes of this Agreement, the term “Annual Revenues” shall have the following meaning: “Annual Revenues” shall mean the Entrepreneur’s fully diluted earnings per share from Winnett Perico, Inc. for each applicable fiscal year.

b.

Beginning with the start of the **first** fiscal year after the receipt of the investment amount (the “First Payment Date”), and continuing annually thereafter until five (5) years after the First Payment Date, the Entrepreneur shall distribute to The Investor (the “Annual Revenue Payment”) in an amount equal to the Investor’s ownership share of the Entrepreneur’s total fully diluted earnings per share for the year immediately preceding the payment date (e.g., Revenue Distribution = Ownership share of Investor times total fully diluted per share earnings for preceding year).

9.

**Conversion to Loan.** In the event that the Entrepreneur receives an equity investment from any subsequent investor other than The Investor (a “Subsequent Investor”), the Funds and any other monies accrued to The Investor under this Agreement and/or any amendments hereto may, upon Entrepreneur’s request and upon the further approval of The Investor in The Investor’s sole discretion, be paid back in full with 10% interest. Concurrent with a conversion to loan pursuant to this paragraph, the Entrepreneur and The Investor shall enter into a termination and release agreement whereby this Agreement shall be terminated and the Entrepreneur and The Investor shall be released from all obligations hereunder.

10.

**Entrepreneur’s Representations and Warranties.** The Entrepreneur hereby represents and warrants to The Investor that:

a.

Entrepreneur is duly organized and in good standing in United States of America. The Entrepreneur has all requisite power and authority to own his properties and conduct his business as currently being conducted and as presently proposed to be conducted. The Entrepreneur’s principal place of business is located in United States of America.

b.

Entrepreneur has all requisite power and authority to execute and deliver this Agreement and all other documents in connection with this Agreement, and to carry out the terms of this Agreement, and has taken all action required on his part required for the execution, delivery and performance of this Agreement. This Agreement is the legal, valid and binding obligation of the Entrepreneur, enforceable in accordance with its terms, except as its enforceability may be limited by bankruptcy laws and general principles of equity.

c.

Neither this Agreement nor the Application or any other written information provided to The Investor by the Entrepreneur in connection with the Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein or herein not misleading.

d.

Neither the Entrepreneur nor any of his directors, officers, partners or members, as the case may be, has been convicted of a felony or debarred from participating in contracts in United States of America.

e.

Entrepreneur has filed all federal, State and local tax returns and reports as required by law. These returns and reports are true and correct in all material respects. The Entrepreneur has paid all taxes, assessments and governmental charges due, except those contested in good faith. The Entrepreneur has withheld or collected from his employees all required taxes, and has paid the same to the proper tax receiving officers or authorized Depositories. No deficiency assessment with respect to or proposed adjustment of the Entrepreneur's federal, state, county or local taxes is pending or, to the best of the Entrepreneur's knowledge, threatened. There is no tax lien (other than for current taxes not yet due and payable), whether imposed by any Federal, state, county, local taxing authority, outstanding against the assets, properties or business of the Entrepreneur.

f.

No third party has claimed or, to the best of the Entrepreneur's knowledge has reason to claim, that any principal of the Entrepreneur or other person employed by or affiliated with the Entrepreneur has: (i) violated or, may be violating any of the terms of his employment, non-competition or non-disclosure agreement with such third party; (ii) disclosed or may be disclosing or utilized or may be utilizing any trade secret or proprietary information of such third party; or (iii) interfered or may be interfering in the employment relationship between such third party and any of its present or former employees.

g.

Entrepreneur and his property are in compliance with all federal, state, and local environmental and health laws.

h.

There is no litigation or other governmental proceeding, including bankruptcy proceedings, currently pending or, to the best of the Entrepreneur's knowledge threatened, against the Entrepreneur.

i.

The execution, delivery and performance of this Agreement does not and will not conflict with or constitute a material default under any contract, promissory note, mortgage or other instrument.

j.

The Entrepreneur owns, or has a license for, all patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual and proprietary property (collectively, "Intellectual Property") which are necessary to conduct his business and participate in the investment project. Except as has been disclosed to The Investor, the Entrepreneur has no obligation to compensate any party for the use of any such Intellectual Property and has not granted to any Party any license, assignment or other right to use such Intellectual Property in any manner (whether requiring the payment of royalties or not). The Entrepreneur owns, or will upon development own, all Intellectual Property relating to his participation in the investment project. Each party that may have or assert rights in the any aspect of the investment project has delivered to the Entrepreneur written agreements evidencing assignment to the Entrepreneur of all such rights, and all employees of the Entrepreneur involved with the investment project have delivered to the Entrepreneur written agreements acknowledging and agreeing that all Intellectual Property conceived or developed by such employees and related in any manner to the services or products shall be the exclusive property of the Entrepreneur.

k.

There is no liability or obligation of the Winnett Perico, Inc. of any nature, whether absolute, accrued, contingent, or otherwise, in the amount of \$2,500 or more individually, or \$20,000 or more in the aggregate, and the Entrepreneur is not signatory to, and is not in any manner a guarantor, endorser, assumpor or otherwise primarily or secondarily liable for or responsible for the payment of any notes payable or other obligations other than those set forth in the financial statements submitted in connection with the Closing.

11.

**Covenants of the Entrepreneur.** Until either the Termination Date or the satisfaction of all of Entrepreneur's repayment obligations as set forth in Section 8 above, whichever shall first occur, the Entrepreneur:

a.

shall maintain his corporate or other existence, in good standing, in United States of America and in each other jurisdiction where the failure to so qualify would have a material effect on the Entrepreneur's business or financial condition as it affects this investment.

b.

shall maintain his principal place of business in United States of America until all of his duties hereunder, including but not limited to the repayment provisions of Section 8, have been fully satisfied.

c.

shall file all federal, State and local tax returns and reports as required by law. The returns and reports to be filed shall be true and correct in all material respects. The Entrepreneur shall pay all taxes, assessments and governmental charges due, except those contested in good faith prior to the date penalties attach thereto. The Entrepreneur shall withhold or collect from his employees all required taxes, and shall pay the same to the proper tax receiving officers or authorized depositories.

d.

shall, in the sole determination of The Investor, use his best efforts to develop the investment project in accordance with the Application, and shall not change the nature of the project as described in the Application. The Entrepreneur shall not license, sell or transfer any of the Intellectual Property, other than in the ordinary course of business, without the prior written consent of The Investor.

e.

shall notify The Investor within 10 days of: (i) any lawsuit or proceedings before a governmental agency which, if successful, would materially affect the Entrepreneur's financial condition or operations and subsequently affect the project; and (ii) any agreement by the Entrepreneur to merge, consolidate, or sell his assets (other than in the normal course of business) to a third party.

f.

shall not, without prior written consent of The Investor:

i)

sell or otherwise transfer all or substantially all of his assets or sell or otherwise transfer a controlling interest in investment project;

ii)

transfer any interest in the project, other than in the ordinary course of business, provided that the Entrepreneur may license another party to monitor the project for exclusive benefit of the Entrepreneur;

iii)

enter into any merger or consolidation;

iv)

Declare or pay any dividend or other distribution on his equity in the project.

v)

permit any issuance or transfer of a controlling equity interest in the Project;

vi)

redeem or repurchase any of his equity interest;

vii)

materially change the nature of the project;

viii) guarantee, or in any way become liable for, a debt or obligation of any other party;

ix)

make any loan or advance to any officer, shareholder, director, member, partner, employee, or affiliate of the Entrepreneur except for temporary, commercially reasonable advances in the ordinary course of business;

x)

prepay any debt or obligation owed to any party other than The Investor;

xi)

pledge or grant a security interest in the Intellectual Property resulting from the Project;

xii)

take any action having the effect of diminishing or circumventing The Investor's rights under this Agreement.

12.

**Default.**

a.

The Entrepreneur shall be in default under this Agreement upon the occurrence of any of the following; provided, however, that The Investor shall first provide Entrepreneur with written notice of default and an opportunity to cure such default within thirty (30) days after notice, unless such default is not, in the sole determination of The Investor, curable:

(i)

The Entrepreneur fails to submit any report to The Investor due pursuant to Section 5 or any other provision of this Agreement;

(ii)

The Entrepreneur fails to make any payment to The Investor due pursuant to Section 8 or any other provision of this Agreement;

(iii)

The Entrepreneur relocates his principal place of business to a location outside of United States of America before the Termination Date without written Consent of The Investor;

(iv)

Any representation or warranty under Section 10 of this Agreement shall not be true;

(v)

The Entrepreneur fails to perform, comply with or observe any of the conditions, terms or covenants contained under this Agreement;

(vi)

Any document submitted or to be submitted in connection with this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements therein not misleading;

(vii) The Entrepreneur or any of his directors, officers, partners or members, as the case may be, are convicted of a felony;

(ix)

The Entrepreneur has been declared by The Investor to be in default under any other agreement with The Investor.

b.

Upon the occurrence of a default, The Investor may:

(i)

Require full repayment of the Funds to The Investor in cash or by certified check within 30 days of written notice to Entrepreneur of a default; and

(ii)

Require full payment of all monies owed The Investor pursuant to this Agreement in cash or by certified check within 30 days of written notice to Entrepreneur of a default; and

(iii)

Charge ten percent (10%) interest on all past due Yearly Revenue Payments owed to The Investor for the period starting the date after such payment(s) becomes due until full payment is made; and charge ten percent (10%) interest on the Funds for the period starting 30 days after The Investor's written notice of default described in Section 12(b)(ii) until full payment is made.

(iv)

At any time or from time to time proceed to protect and enforce all rights and remedies available to The Investor under this Agreement by suit or by any other appropriate proceedings, whether for specific performance of any covenant or agreement contained in the Agreement, or damages permitted under applicable law or regulations.

c.

All remedies provided for in this Agreement are cumulative and shall be in addition to any and all other rights and remedies available to The Investor at law or in equity. The exercise of any right or remedy by The Investor shall not in any way constitute a cure or waiver of any default, nor invalidate any act done pursuant to any notice of default, nor prejudice The Investor in the exercise of those rights.

d.

The failure of The Investor to insist upon performance of any term of this Agreement at any time and from time to time shall not be deemed to be a waiver of any term of this Agreement.

e.

If The Investor suspends or terminates this Agreement, the rights and remedies available to The Investor shall survive such suspension or termination.

f.

The Entrepreneur shall notify The Investor of an event of default within 5 days of its occurrence. The notice shall set forth the nature of the default and the Entrepreneur's proposed action(s) to cure such default.

13.

**Indemnification.** Entrepreneur shall indemnify, save harmless and defend The Investor, his employees and agents from any loss, damage, claim or other expense suffered or incurred by them or any of them by reason of Entrepreneur's negligence or failure to perform any of the obligations required herein (including any reasonable costs, fees, and expenses in connection with The Investor's efforts to collect any monies owed pursuant to, or enforce a provision of, this Agreement).

14.

**Compliance with Applicable Law.**

(a)

Entrepreneur agrees to comply with all applicable laws, including all such laws that prohibit discrimination. Entrepreneur covenants that he will not discriminate on the basis of race, color, sex, sexual orientation, religion or national or ethnic origin in his use of the investment funds and shall prohibit the producers from engaging in such discrimination.

15.

**Insurance.**

The Entrepreneur has, and will maintain insurance covering property damage and liability sufficient in an amount and type to fully protect his assets, operations and business.

16.

**Entire Agreement and Amendment.** This Agreement represents the entire Agreement between The Investor and Entrepreneur and supersedes any and all prior understandings or oral or written agreements regarding the investment of the Funds by The Investor in Entrepreneur. This Agreement may be amended from time to time at the direction of, or with the concurrence of The Investor, and only in writing executed by Entrepreneur and The Investor.

17.

**Assignment.** No right, benefit or advantage inuring to Entrepreneur under this Agreement may be assigned, and no burden imposed on Entrepreneur hereunder may be delegated, without the prior written approval of The Investor.

18.

**Notices.** All communications concerning this Agreement shall be addressed as follows:

To The Investor:

His Excellency Sheikh Jabor bin Hamad bin Jabor Al Thani  
President,  
Jabor International Investment QSC  
7th Floor, Al Bidda Tower,  
West Bay - Doha,  
P.O. Box: 23775 Doha,  
Qatar  
Email: sheikhjabor@jaborinternational.com

To Entrepreneur:

Dennis Sheldon Brewer  
[REDACTED] Road #35,  
Ramsey, New Jersey 07446  
United States of America.  
E-mail: dennis\_brewer@winnettorganics.com

19.

**Successors and Assigns.** This Agreement shall be binding upon the Entrepreneur and his successors and assigns, and shall inure to the benefit of The Investor and its successors and assigns.

20.

**Qatari Law.**

This Agreement shall be governed by and construed in accordance with law of the State

21.

**Severability.** The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions hereof, except that any invalidity of the repayment obligations of the Entrepreneur under this Agreement shall constitute an Event of Default hereunder.

22.

**Press Releases.** The Investor may issue press releases or other promotional materials describing in general terms the investment of the Funds and the specific purposes for which the Funds were invested.

23.

**Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

IN WITNESS WHEREOF, the Entrepreneur and The Investor have caused this Agreement to be executed, delivered by the Entrepreneur and the Investor effective the date first above written.

Entrepreneur:

Dennis Sheldon Brewer

██████████ Road #35,

Ramsey, New Jersey 07446

United States of America.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Investor:

His Excellency Sheikh Jabor bin Hamad bin Jabor Al Thani

President,

Jabor International Investment QSC

7th Floor, Al Bidda Tower,

West Bay - Doha,

P.O. Box: 23775 Doha,

Qatar

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

1 September 9, 2022

2  
3 Mr. Damian Williams  
4 US Attorney for the Southern District of New York  
5 One St. Andrews Plaza  
6 New York, NY 10007

7  
8 Mr. George Turner  
9 Attorney  
10 US Attorney for the Southern District of New York  
11 One St. Andrews Plaza  
12 New York, NY 10007

13  
14 RE: Bio-Lab Fire and EPA Report on Toxic Gases

15  
16 Good day -  
17

18 I have recently reviewed the EPA report on the hazmat gases plume which resulted from  
19 the Bio-Lab warehouse fire in Conyers, GA in the early morning hours of May 24, 2004. EPA was  
20 concerned with the potential for lethal exposures to toxic smoke including chlorine gas,  
21 phosgene gas, and so forth. Link below:

22 [https://response.epa.gov/site/doc\\_list.aspx?site\\_id=A4EY](https://response.epa.gov/site/doc_list.aspx?site_id=A4EY)

23 According to press reports, the fire was reported by a deputy sheriff at about 4:24 AM  
24 and characterized at that time as massive. Obviously, the fire had spread substantially by the  
25 time he noticed it. Link below:

26 [https://www.firehouse.com/rescue/article/10515910/millions-in-losses-in-fire-at-](https://www.firehouse.com/rescue/article/10515910/millions-in-losses-in-fire-at-georgia-chlorine-warehouse)  
27 [georgia-chlorine-warehouse](https://www.firehouse.com/rescue/article/10515910/millions-in-losses-in-fire-at-georgia-chlorine-warehouse)

28 I am not a fire expert nor a fire sprinkler expert, but I do have experience with  
29 commercial structures, including having visited hundreds of warehouses and designing and/or  
30 managing the design and set-up of dozens of them.

31 All permanent commercial buildings have basic fire suppression systems including  
32 alarms and sprinklers. Even older style sprinklers detect and trigger themselves when a single  
33 sprinkler head is exposed to a certain temperature threshold, typically before a flame reaches  
34 the sprinkler head as the hot gases will melt the triggering device. Newer sprinklers, known as  
35 ESFR (early suppression fast response), common since the mid-1980s are even more  
36 sophisticated in their zoned responses to fire gases. In any event, it is extremely rare for  
37 combustibles to be able to overwhelm a reasonably well designed sprinkler system if other

38 common preventive measures remain in place, such as the fire doors in a commercial  
39 apartment building for example.

40 In a warehouse, there is typically an 8 to 12 foot aisle spacing between rows. So, for a  
41 fire to spread horizontally beyond the row in which it originated, it would typically have to jump  
42 row to row by spreading as it encountered the underside of the roof or by being so hot that the  
43 temperature 8 to ten feet away exceeds the 425-475 degree F ignition temperature of a  
44 cardboard box. This means the fire is burning much hotter than would be required to trigger  
45 the 175-350 degree range of a typical sprinkler system. This below ignition set point for the  
46 trigger temperature consistently and quickly suppresses nearly any point source fire event.

47 To get the sort of "massive" Bio-Lab fire the deputy sheriff reported, the more likely  
48 means of fire spread was a highly combustible material igniting more or less simultaneously  
49 across a large portion of the warehouse on or near the floor. This would allow the fire a small  
50 window of time to develop a broad flame front, ignite much more material, and develop  
51 intensity. It would also avoid near instantaneous triggering of the sprinklers. Giving the fire a  
52 few seconds to develop broadly would allow the fire's intensity to exceed the design capacity of  
53 the sprinkler system to reliably extinguish the fire.

54 A petroleum-based product is the most likely source for this kind of fire spread  
55 behavior. Petroleum fires are typically spread rather than suppressed by water applications.  
56 Light weight petroleum products tend to burn explosively upon ignition. Fire fighters use foam  
57 to smother petroleum and many chemical fires to avoid spreading them. The "massive" spread  
58 of this fire suggests human-caused widespread simultaneous ignition (such as gasoline or a  
59 similar material broadcast, then ignited) to overwhelm the sprinkler system's design capacity. A  
60 single point source ignition or some sort of spontaneous and simultaneous chemical ignition  
61 across the warehouse would be very unlikely sources of such a widespread fire.

62 Please note this is speculation only on my part. I have no specific expertise in fire physics  
63 and chemistry, only a general sciences background. The temperature ranges cited above are  
64 from general reference sources. I have no information on the actual sprinkler system design,  
65 system zoning, or temperature trigger ranges used at Bio-Lab.

66 Prior to the Bio-Lab warehouse fire, I had held two in-person meetings with Zoe  
67 Schumaker, the person I knew as the Chief Information Officer of Great Lakes Chemical,  
68 Indianapolis, IN, Bio-Lab's parent company. The first meeting was in the Olympic Hotel dining  
69 room in Seattle, WA. We were the only two people in their large, formal dining room that  
70 morning. We likely discussed Great Lakes and Bio-Lab businesses and existing IT systems. I  
71 would have described some of our company (Performa) experience and capabilities from  
72 previous projects. This would have been a typical introductory in-person discussion. After  
73 breakfast, Ms. Schumaker requested I drop her off at the Microsoft Conference Center,  
74 Redmond, WA, where she was attending an IT conference that day.

75 Our next meeting was some months later in Lawrenceville, GA at Bio-Lab's headquarters  
76 there. Schumaker, about 5 to 6 people who introduced themselves as Bio-Lab IT personnel, and  
77 my partner, Darrell Pray were there. To the best of my recollection, Pray presented some  
78 information, there was a general discussion, and we left the meeting about 60 to 90 minutes  
79 later. I followed up with Schumaker a few days later by phone. Her primary comment was that I  
80 was more up to date on relevant technologies than my IT-specialist business partner. There  
81 were no further business opportunities discussed.

82 I noted the fire in a CNN television broadcast some weeks after the Lawrenceville visit. I  
83 called a member of the Bio-Lab team at that time to offer any assistance we might be able to  
84 provide. The offer was politely declined. I obviously do not know whether the person I spoke  
85 with on the phone was actually a member of the Bio-Lab team or a police powers cut-out. The  
86 latter has been a very common occurrence over the past couple of decades.

87 I have no knowledge of any direct or indirect connection between Schumaker and  
88 anyone associated with the Bio-Lab fire. It may have been a "need to know" silo programmed  
89 event sequence, an opportunistic event sequence, or a merely an unlucky coincidence. I am  
90 profoundly skeptical of labeling this event sequence "coincidental."

91 There may be a relevant sales call report available among the information in the files  
92 recovered from my damaged hard drive in August or September 2007. I shared a copy of all the  
93 recovered files with William Drumm, then the General Manager, at Establish, Fort Lee, NJ early  
94 in that August 2007 to Summer 2008 period of faked employment. I have no access to that  
95 information at this time, but it was common for me to write up and share sales call reports with  
96 Pray during that entire sequence of what became dozens of faked sales calls during the  
97 Performa starve-out in 2002-2004.

98 It is also very probable other evidentiary copy(ies) of this and other drive images and  
99 keyboard logs exist somewhere in the federal bureaucracy, perhaps in New Jersey. The data  
100 recovery was performed by a now unknown lab to which I mailed the damaged hard drive. I  
101 have often been referred by websites and local technical resources such as those at Staples,  
102 Ramsey, NJ, to "in-house" labs for such things as the technical recovery of this damaged hard  
103 disk, computer hardware and software repairs, and so forth. The obvious federal technical  
104 resources with this type of expertise have more likely than not retained their own copies, logs,  
105 and so forth.

106 I note the Bio-Lab event sequence is completely consistent with other "bad luck charm"  
107 experiences which have seemed to follow me around over many years, despite my having  
108 nothing whatsoever to do with their occurrence. This indicates sustained coordination, pre-  
109 planning, and pre-meditation, as well as opportunistic copycatting. The Bio-Lab fire occurred  
110 5.5 months before the first Presidential election after 9/11. As discussed in my letter dated May  
111 16, 2022, this type of signature visual symbolism also occurred during the lead up to the US  
112 Airways 1549 Hudson River emergency water landing on January 15, 2009, a mere five days

113 before Bush 43 left office. The political implications of successful mass casualty events in the  
114 run-up to a Presidential election or transition are obvious.

115 The repetitive occurrences; the notable pre-cursor visual symbolism; the political  
116 overtones associated with their timing; the relatively strong and repetitive circumstantial  
117 evidence of deliberate sabotage; the numerous lethality attempts and successes against various  
118 innocent people, against strongly symbolic people, and against me; as well as the misuse of  
119 government resources against innocent persons; all combine to present an extremely troubling  
120 and disturbing set of facts and circumstances. That is the core reasoning behind my citation of  
121 RICO in my civil litigation.

122 These are rather plainly the serial criminal acts of certain malign interests in  
123 government, political spheres of influence, and the private sector. They act in coordination and  
124 with purpose, abusing national security assets to engage in malicious, seditious, potentially  
125 murderous acts, murderous acts, various forms of fraud, and extensive collaborations to violate  
126 civil and constitutional rights. Attaining particular political goals and personal enrichment seem  
127 to be the principal themes running through this enterprise. In my view, they constitute a  
128 criminal enterprise, though obviously you are the decision makers in that domain.

129  
130 Sincerely,  
131  
132  
133

134 Dennis Brewer  
135 [REDACTED] Place  
136 Edgewater, NJ 07020  
137 [Dsbrewer923@hotmail.com](mailto:Dsbrewer923@hotmail.com)  
138 [REDACTED]

1 September 16, 2022

2  
3 Hon. Merrick Garland  
4 Attorney General  
5 Department of Justice  
6 950 Pennsylvania Ave NW  
7 Washington, DC 20530

8  
9 Mr. Damian Williams  
10 US Attorney for the Southern District of New York  
11 One St. Andrews Plaza  
12 New York, NY 10007

13  
14 Mr. George Turner  
15 Attorney  
16 US Attorney for the Southern District of New York  
17 One St. Andrews Plaza  
18 New York, NY 10007

19  
20 RE: Defendants' On-going Efforts to Tamper and Destroy Evidence; Intimidate and Harass  
21 Witness(es)

22  
23 Good day –

24  
25 **Continuing Illegal Field Tactics Include Evidence Destruction, Tampering, and Hacking**

26 Defendants have again engaged in the destruction of evidence. As of Wednesday  
27 September 14, 2022, my computer calendar, which contained a full list of my activities over the  
28 past several years, was stripped of this evidence on my personal computer. Even recently  
29 booked appointments for the next several weeks and recurring events with no end date were  
30 deleted during this process.

31 This is a not at all subtle message intended for the subject (me), as the Defendants could  
32 have opted only to tamper with prior events, leaving future events untouched so it might go  
33 unnoticed. How often do you check your calendar for things you did last week, last month, last  
34 year, last decade?

35 This evidence destruction was apparently done under the auspices of a Windows 10  
36 "update," a routine activity undertaken from time to time by Microsoft. A near simultaneous  
37 "update" to my new Android phone's operating system was undertaken remotely within a few  
38 hours of the "Windows update." On Thursday morning, September 15, 2022, another  
39 "Windows" install (or deinstall, it's hard to tell) was completed overtly, perhaps to add to these  
40 "updates" or to destroy evidence which could be revealed in a subsequent forensic analysis.

Each of these events can, of course, be legitimately completed surreptitiously by police powers operations acting within the scope of a properly obtained warrant. Instead, they are being done overtly, without notice or consent, and most likely, without proper legal authority required under the Fourth Amendment.

This behavior speaks for itself, for the intent of these actors, better than anyone else could. The obvious and logical conclusion of anyone considering these actions rationally is that color of law is being used in the field by the agencies and their personnel with criminal intent to entrap the subject by the subject's reactions to their repeated provocations. Nothing about these very commonly used field operations tactics resemble any form of enforcement action nor any legitimate investigative purpose.

These malign activities and interferences, and other tampering and evidence destroying activities of Defendants, also deprive me of essential information needed to pursue my civil claims, and any criminal claims you elect to bring against these lawless Defendants.

So, we have police powers actors, acting in collaboration, engaged in destroying evidence, tampering with witness and witness information, intimidating witnesses, and, perhaps, making it appear as if the victim is trying to hide or destroy information. I have absolutely no reason to assist the Defendants to remove, destroy, or tamper with evidence or witnesses, as the liability for wrongful, damaging, and/or criminal acts under color of law is clearly and durably their liability for their acts.

#### **Harassment and Rights Violations are Systematic, Repetitive, and Cyclical**

In recent times, Defendants have also interfered with, intercepted service and support requests, obfuscated, and refused to provide telephone service support; forced me to spend hours on hold awaiting correction of routine checking account access issues; abruptly required atypical password changes; hacked numerous routine login attempts (Wednesday, September 14, 2022, Continental Finance credit cards); restricted access to credit and online accounts, including already issued non-delinquent credit cards (Prosper credit card for the past several weeks into the present); forced payment of various banking fees such as overdraft and stop payment fees (Prosper credit card stop pay, Wednesday, September 14, 2022 to Wells Fargo Bank, and hundreds of overdraft fees to Washington Mutual in the 1990s); forced the use of specific banks by refusing access or hacking to provide inaccurate balances on banking sites they were directing me not to use by those hacks; manipulated ACH payment account numbers to create late payments records on my credit report (CapitalOne in the past two to three months); intercepted my attempts to arrange routine payments to CapitalOne on two charged-off credit cards I was attempting to autopay and extinguish in the past two to three months; and on and on over at least three decades.

Periodically over the years, Defendants have undertaken computer and cell phone hacking actions to force my deletion of search history from my web browser; to require me to replace printers which worked perfectly well the day before but suddenly have an "issue" which

cannot be resolved by any means despite 12 to 14 hours spent on circular attempts to resolve the problem using disabled "self-help" tools and non-responsive phone support (this sequence happened again within the past 2-3 months and required replacement of an HP printer with an Epson printer at considerable cost given my limited personal Social Security "retirement" income); to require remote support which allows the Defendants direct overt access to install and/or remove evidence and any surreptitious applications they choose to install, or to deinstall to avoid traceability to the perpetrator in any future forensic search.

Sometimes these operations include non-verbal and quite obvious agent pop-outs from doorways, at events, and so forth; by agent solo or group laughter or disparaging comments delivered anonymously in the field; and other non-verbal harassment like physically obstructing and blocking. My personal dating life has been similarly dictated by police powers operatives on both coasts at all times since my 2004 final separation and 2005 divorce. It is also very highly likely that the extra-marital affair and abrupt departure and remarriage of my first wife; the introduction of my second wife; and the timing of both divorces and accompanying loss of personal and financial assets; were carefully timed to extract maximum benefit for the perp Defendants. Again, their sustained efforts manipulate, intimidate, and anger the subject, using color of law to both control and provoke an adverse action by the subject. More "perfect" crimes under color of law.

Many of these types of events have occurred dozens, or even hundreds, of times. These events serve the perpetrators by damaging the reputation and credibility of the subject (victim), impairing or destroying creditworthiness, and causing the subject to appear to be irresponsible, a scofflaw, or worse. Despite these perp's efforts, I had restored myself from a police powers designed business-related personal bankruptcy in the 1990s (perp interference with commerce under color of law) to a 770 FICO 8 credit score (300 to 850 range) just months prior to my exit from the Seattle, Washington area in late 2005. Increased police powers operational intensity under color of law in Boston and the greater NYC area have prevented my repeat rehabilitation of my credit and of other indications of personal accountability and responsibility – by design, of course.

The clear and unmistakable intent is agent and agency self-exculpation through incrimination of the subject. Neither justice nor any legitimate legal outcome is intended by their covert but completely obvious tampering, evidence destruction, witness intimidation, and pretexting. They execute these "perfect" crimes under color of law. This is not new or novel behavior.

#### **Recent Example of Mass Transportation Disruptions During Routine Travels**

Sunday, September 11, 2022, shortly after 6PM, I was returning from Beacon, NY (a Storm King Art Center excursion) to Grand Central Terminal. A tree fell or was fallen (more likely the latter) across three tracks of the four track rail line. My Hudson Line train was on the southbound express track, a sound indicated a collision with some portion of the top of the

tree, and then stopped rapidly. Three of four tracks were blocked, including the northbound local and express tracks and the southbound express tracks we were on.

There was no derailment, but it is possible a northbound train may not have been so fortunate. Since the tree fell from the northbound (east) side of the right of way, the tree trunk fell mostly on the northbound tracks. The tree was likely a deciduous tree around 50 feet tall or taller, depending upon its location next to the right-of way. The tree trunk would be a substantial obstacle and might not have been seen in time for an emergency stop without incident as sunset was rapidly approaching.

After a short delay, our southbound train reversed direction to a crossover switch under its own power. As we passed the site of the felled or fallen tree, Metro North track maintenance personnel were on the scene. Our train traveled south using the local track for the next few miles and made an unscheduled stop at 153<sup>rd</sup>/Yankee Stadium. A disabled train ahead on the same track forced a second delay, so the doors were opened, and I completed the journey on the 4 subway train to Grand Central.

Mass transportation equipment has been manipulated or disrupted frequently during my travels over the years. Many of these events were weather driven or the result of some incident or accident at the destination (a plane crash at the St. Louis airport killed the state's Governor and closed the airport many years ago, for example). But there have also been inexplicable delays and other adverse events along the way. For example, last weekend, September 10-11, 2022, also included a lengthy Lincoln tunnel vehicle stall on Saturday evening, as well as the Sunday train incident above.

All these activities are on-going at this time. There has been a recent uptick in the pace of these and other kinds of malign behavior.

Sincerely,

Dennis Brewer  
[REDACTED] Place  
Edgewater, NJ 07020  
[Dsbrewer923@hotmail.com](mailto:Dsbrewer923@hotmail.com)  
[REDACTED]

1 September 16, 2022

2  
3 Hon. Merrick Garland  
4 Attorney General  
5 Department of Justice  
6 950 Pennsylvania Ave NW  
7 Washington, DC 20530

8  
9 Mr. Damian Williams  
10 US Attorney for the Southern District of New York  
11 One St. Andrews Plaza  
12 New York, NY 10007

13  
14 Mr. George Turner  
15 Attorney  
16 US Attorney for the Southern District of New York  
17 One St. Andrews Plaza  
18 New York, NY 10007

19  
20 RE: Defendants' Continuing Lethality Threats and Attempts

21  
22 Good day –

23  
24 This letter describes specific lethality threats and acts against me under color of law. The  
25 predatory behaviors of police powers and intelligence agents and officers using the techniques  
26 and technologies, specifically including BRMT (Brain Remote Management Technology, see  
27 enclosure), described here present an ongoing clear and present danger to me and to any and  
28 all members of the public.

29 This danger is quite clear to me due to my illegal and unconstitutional abuse at the  
30 hands of intelligence agencies for over two decades as the unwitting subject of BRMT, and  
31 nearly two decades since as an increasingly knowing subject of both BRMT and the coercive  
32 field operations of police powers and intelligence agencies. I remain the target of BRMT and  
33 field operations today.

34 **Personally Directed Lethality/Mortality Threats and Events**

35 My four decades of experience with periodic mortality threats and events against me  
36 runs from the 1980s to the present time. For example, over the last two to three months,  
37 including today, Defendants have repeatedly executed dozens of indirect threats, including in  
38 the form of simultaneous spasms of a specific horizontal zone of muscles across the back of my  
39 neck. The sensation in my neck is like that of a sword or guillotine across the neck, clearly  
40 intended to intimidate. The sequence sometimes involves abrupt involuntary twists of the head

41 like the act of breaking the neck, which usually occurs immediately after the sword or guillotine  
42 sensation. The last one occurred at 9:33 AM, just before I resumed editing this paragraph.

43 I recommend you ask any neurologist how a person could create such a guillotine  
44 sensation horizontally in a specific muscle zone in their own neck. Based upon my attempts to  
45 replicate this sensation on my own, they would tell you that it is not possible for a person to  
46 simultaneously contract (effectively point spasm) one relatively narrow horizontal zone across  
47 the vertically aligned muscles which attach the rear of the skull to the shoulder area and control  
48 neck movements.

49 This is clearly a BRMT induced sequence intended by the Defendants to intimidate me.  
50 My primary value to my civil litigation or any criminal inquiry is likely as the most experienced  
51 witness to their corrupt BRMT and coercive, fraudulent field tactics and actions. There would be  
52 no other reason for them to spasm my neck muscles in this way. That is their clear intent in  
53 attempting to intimidate me or rid themselves of my knowledge of their acts.

54 Other examples of BRMT induced lethality threats and attempts against me include all  
55 kinds of routine events, such as:

- 56 - Walking on a sidewalk adjacent to a busy street where a buckling knee or stumble  
57 could abruptly collapse me into a moving vehicle. I walk the sidewalk on a busy four  
58 lane street to the grocery store nearly every day and in New York City frequently.  
59
- 60 - Tripping over a curb by disrupting my consciousness briefly to cause trips and near  
61 falls into the street (September 2, 2022, 1:59PM, west curb of the southbound lanes  
62 of River Road, Edgewater, NJ, about 400 feet south of Thompson Lane).  
63
- 64 - Tripping into the street on a sidewalk near Edgewater Commons last winter  
65
- 66 - Nearly falling down a staircase (Met Museum entry in 2021). I was warned by the  
67 rapid arm movement of my companion Gia [REDACTED] at the time, which saved me  
68 from a long tumble down a flight of stairs.  
69
- 70 - Each of the above actions is the result of a brief moment of distraction, from  
71 freezing my field of vision and/or head movement, or from a momentary circuit  
72 breaker event which causes a momentary loss of consciousness.  
73  
74
- 75 - Eating a piece of steak with a BRMT induced choking event during the chewing  
76 process (earlier in 2022) which could have caused a fatal choking event as I was  
77 alone at the time. Caused by induced involuntary swallowing actions.  
78

- Falling like as statue from a ladder at home and on a trail near a mountain lake while solo hiking (both events in the early 2000s).
- Falling like a statue toward a blunt object (a metal street light base) near my head which could kill or severely injure if struck while falling (approximately Winter 2008 at the northwest corner of River Road and Thompson Lane).
- Falling like a statue toward a blunt object (a bedside roller tray base) near my head which could kill or severely injure if struck while falling (approximately April 2022 in the operating suite at Palisades Medical Center after a second colonoscopy, medical records including head scan available).
- Each of these types of incidents is caused by a full circuit breaker loss of consciousness and balance combined with muscle rigidity.
- Being barrel rolled out of my bed and striking my head on a nightstand, a blow still visible to a doctor over a year later (in the recent past, records no longer reviewable due to the calendar deletion, but accessible at Bergen Community College Dental Hygiene Clinic). Caused by an induced visual image dream sequence.
- Being overdosed with melatonin on the Sea-To-Sky Highway about 8 feet from a cliff face while driving from Squamish, BC to Vancouver, BC in early afternoon in the 1980s. Caused by a relatively crude early form of BRMT which could only grossly manipulate brain chemistry.

These are just a few examples of Defendants' potentially lethal behaviors against me that began in the early 1980s and have continued into September 2022. These biochemical hijacking events are close cousins that tie in biochemically with a vast series of other BRMT interventions which did not result in potentially lethal events. Those BRMT induced events are briefly described in my base Complaint (DC 22-cv-996) and other letters previously submitted. Those types of BRMT manipulations number at least in the hundreds of thousands, more likely millions, over the past 40 years, and occur many times every day.

My periodic MRI scans, including one last April, due to the Palisades Medical Center fall described above, have revealed nothing of neurological interest to the best of knowledge, no obvious structural issues. I do take 60mg of Paroxetine daily due to the biochemical stresses caused by the years of BRMT abuse of my brain biochemistry. My psychological profile speaks for itself (see enclosure).

## **Other Mass Casualty and Individual Lethality Attempts**

- There are at least two apparently premeditated mass casualty events. These were both likely carefully timed for political purposes, during the 2004 Presidential election cycle (May 24, 2004 Bio-Lab warehouse fire emitting deadly phosgene gas and chlorine gas in Conyers, GA, population 17,000), and on January 15, 2009, five days before the Presidential inauguration (US Airways 1549 emergency landing in the Hudson River, 155 on board). The Bio-Lab fire may have simply been a sabotage related arson event. Any direct relationship to BRMT is unclear. But the “coincidence” of my relationship with its parent company’s CIO and my prior meeting with Bio-Lab at least suggests some sort of inside/outside collaboration. The US Airways emergency water landing quite possibly involves the use of BRMT against the Canadian Geese flock which caused the dual engine flameout in the US Airways Airbus A320 aircraft. Animals can be impacted with BRMT more easily than humans, and the geese were apparently flying at a much higher altitude than we normally see them fly.
- To which we must add the two more recent “accident” and homicide events in New York City earlier this year, previously described in my June 17 and July 18 letters (copies enclosed). The June 17 “accident” could be politically explosive in the wrong hands, as would the two mass casualty attempts above. The July 18 homicide could be a grotesque example of BRMT manipulation. While this is not clear, the immediate pre-homicide behavior and the symbolic location where it occurred are suggestive of symbolic IC tradecraft and BRMT manipulations.

So, I consider it extremely likely there are similar on-going operations involving the use of BRMT against other US persons and allies who may be similarly situated. The potential for extremely adverse and lethal outcomes to me and to others continues to be both highly plausible and reasonably foreseeable.

## **Perpetuated Sabotage of Efforts To Report and Secure Accountability**

Despite this literal life and death environment, numerous attempts to report these activities to the federal government have all led to absolutely nothing:

1. DOJ, FBI, EOP, and others in 2005, including hand delivery to the various headquarters locations in DC,
2. federal courts in Newark, NJ in 2010 where a Complaint was filed,
3. federal courts in DC in 2021 where Complaints were filed,
4. to DOJ again beginning in February 2022.
5. The harassment, actions, and BRMT interventions continue, the cover-up continues, and nothing in my life or anyone else’s have changed. Nothing.

154           These events have been occurring in full public view for nearly two decades now. My  
155 most recent drive to secure accountability from the federal government and seek an  
156 emergency cease and desist order is nearly a year old now.

157           No branch of the federal government has lifted a finger to assist, desist, cease, halt,  
158 terminate, or force termination of these acts, which are being undertaken outside the limits of  
159 Constitutional authority while acting under color of law. Meanwhile, police powers agencies in  
160 various departments, at various levels of government, continue to hide behind national security  
161 exemptions, police powers exemptions, and color of law.

162           These agencies, departments, political operators, and others continue to harass,  
163 intimidate, threaten, tamper with witness(es), tamper with and destroy evidence; continue  
164 their numerous lethality attempts; and broadly stonewall efforts to identify perpetrator  
165 agencies and departments.

166           Despite their best efforts to stonewall, the names and identities of some of these malign  
167 police powers and intelligence actors are now well known. They feature past and present  
168 elected police powers and political leaders, individuals, organizations, and departments, many  
169 of which have durable records of misconduct documented in Congressional reports, criminal  
170 and civil convictions, and federal court orders against them for similar activities.

#### 171           **Emergency Nature of Lethality and Other Threats to Victims Broadly**

172           Perhaps there is no need for an emergency TRO against the United States, including CIA,  
173 FBI, Secret Service, and/or military operations with known patterns of malign past practices  
174 against US persons. Perhaps there is no need for such actions against other Defendants,  
175 including state and local agencies previously convicted of rights offenses such as NYPD and the  
176 Maricopa County Sheriff's Department, or the apparent nexus of Texas financial and business  
177 contacts (two domiciled fake employees, one headhunter/lender, some credit cards, and three  
178 dating sites are all in Texas).

179           I can describe the numerous attempts to inflict lethal results against me for the obvious  
180 reason - I'm not yet a fatality. As documented here and previously, it has been attempted  
181 periodically in my situation, and directly endangered or, in certain situations, likely endangered,  
182 others who were with me at the time, over at least 40 years now.

183           I cannot definitively say it poses a direct threat to any other particular person. But based  
184 my experience and observations, the field operations tactics in use against me are clearly  
185 commonplace, well established, and in combination with BRMT, potentially lethal to US  
186 persons.

187           I will say again that I have decades of experience with BRMT and other coercive police  
188 powers operations, a mature understanding of the threat environment the Defendants create,  
189 and the extreme emotional stability (see pages 20-22 of the enclosure) to withstand their  
190 onslaught without acting out. I have direct experience with field emergency situations in light

191 aircraft, on cliff faces, in overpowering river conditions, and other predicaments where I  
192 remained calm and collected. I also have decades of experience with police powers coercion  
193 and BRMT biochemical manipulation. But, even so, I barely made it through these experiences  
194 alive, through the psychologically and biochemically imposed stress.

195 Defendants psychologically and biochemically drove me to two suicide ideations in the  
196 first decade of the 2000s. Despite my very best efforts, I was involuntarily committed to a psych  
197 ward where I spent some nights in a padded cell, and a total of six months in the locked psych  
198 wards of a regional hospital, from October 2, 2010 to April 30, 2011. I was indirectly placed  
199 there by my subjugators on an involuntary basis simply for telling the truth about BRMT and  
200 having the temerity to seek a federal civil court date in Newark, NJ. It has been extraordinarily  
201 difficult to simply survive these coerced circumstances and scenarios. The intent of the  
202 Defendants has been clear for a very long time.

### 203 **The Urgency of the Moment**

204 There is a durable, comprehensible, credible, and repetitive pattern of lethality  
205 attempts and possible successes against me. Overall, the malicious campaign has included pre-  
206 noticed and clearly premeditated mass casualty events; human trafficking; financial  
207 manipulations, frauds, and involuntary takings of property and financial assets; interference  
208 with commerce; destruction of marital communities; evidence tampering and destruction;  
209 witness tampering and intimidation; mail and wire fraud; likely manipulation of US Courts to  
210 perpetuate false claims and frauds; obstruction of justice; and interference with and sabotage  
211 of mass transportation infrastructure and equipment, among other offenses. And that is just  
212 the directly or indirectly targeted incidents involving me.

213 Root cause – intelligence and police powers abuses originating in the federal  
214 government. Coercive field operations tactics on display since the beginning all over the United  
215 States as documented in the DC Complaint 22-cv-996 and prior letters. Since 2007, it's been  
216 here on the streets of New York City and northern New Jersey, our nation's largest urban area.

217 Agencies and political interests from outside the region have been involved and are  
218 likely still involved in these malign acts. And, in my case at least, the full blown overt cover-up is  
219 occurring quite literally in full view of the nations of the world. No exaggeration needed, no  
220 self-aggrandizement required, simply my observations of the people and activities taking place  
221 around me. Never sought, never desired, but there it is.

222 There really is nowhere for these malign police powers operations or BRMT operations  
223 to hide any longer, regardless of their imagined exemptions or classification. The results are  
224 hiding in plain sight. Nor is there any place for our justice system itself to hide.

225 People literally everywhere are coming to see and understand what has been and is  
226 happening for themselves, at least as it relates to my situation. Simply put, lawless police and

227 intelligence powers organizations and agents are acting with impunity under color of law. In  
228 America.

229 This kind of police powers activity most closely resembles the treatment of ethnic  
230 undesirables and political dissidents in places like the former Soviet Union, against Russian  
231 opponents of the current "special military operation" in Ukraine, and the broadly criticized CCP  
232 operations against religious and ethnic minorities, as highlighted by the recent United Nations  
233 report.

234 I completely understand that it's not like you have nothing else to do. We face several  
235 existential national perils to life, liberty, and democracy itself. Yet these events involving me  
236 (and other victims yet unknown) will undoubtedly continue until they are halted by legal action,  
237 if then. This most likely requires a nation-wide restraining order from a US District Court against  
238 the United States and other defendants.

239 Either DOJ can actively seek to enforce the Constitution and cause the courts to enjoin  
240 the clearly unconstitutional actions underway today - or me, myself, and I can continue to  
241 attempt to do this on my own behalf and for other innocent victims of these criminal acts by  
242 America's police powers and intelligence operations.

243 It would probably be better for justice and the rule of law if DOJ undertakes this task  
244 promptly. It would certainly be better PR for the Executive branch and the United States than  
245 continuing its 40 years of abuse and 17 year pattern of malign neglect, while effectively aiding  
246 and abetting a police powers, intelligence, and political cover-up.

247 So, is this a human and constitutional rights emergency for all our citizens? A direct  
248 threat to life and liberty? Or just another day at the office? All I can do is ask the question. So  
249 that's what I'm doing.

250  
251 Sincerely,

252  
253  
254 Dennis Brewer  
255 [REDACTED] Place  
256 Edgewater, NJ 07020  
257 [Dsbrewer923@hotmail.com](mailto:Dsbrewer923@hotmail.com)  
258 [REDACTED]

259  
260 Enclosures (all previously submitted to SDNY):  
261 BRMT (Brain Remote Management Technology, excerpted from DC 22-cv-996)  
262 Synchron Neuro EP - Brain-Computer Interface FDA Approved for Human Trials  
263 (From AG SDNY letter of July 25, 2022)  
264 Personal Timeline – Dennis Brewer (From SDNY Letter of August 10, 2022)

June 17, 2022 SDNY letter  
July 18, 2022 AG SDNY letter  
Personal psychological profile – Dennis Brewer by Elite Singles  
(Excerpted from DC case 22-cv-996)  
Addendums 1 and 2 below

#### **Addendum 1 - Deadly Incremental Impacts of BRMT Brain Hijacking**

By adding BRMT (Brain Remote Management Technology) to the coercive field operations tactics and sequences described in previous letters and in this letter, the combined set of tactics and technologies can be particularly destructive and deadly. It took me decades to identify the BRMT element. Most BRMT victims, which likely included my two spouses, would not be able to do so. Since the brain is involuntarily hijacked in a biochemically natural and undetectable way, unless these acts are frequently repeated, and the subject clearly understands the difference with their own prior baseline behaviors in such situations, the subject will not be able to discern the difference between a BRMT induced thought or action and their own normal action or reaction. Even understanding this, it is still quite difficult for even me, a most experienced person, to detect the difference, and the detection can only be done after the specific hijacking event has already occurred. It is literally impossible for the victim to prevent the act or thought from occurring. So, BRMT can be a key element of a perfect crime under color of law.

It was my extreme emotional stability, and the no-contact rules of engagement I formulated for myself in the early 2000s as the highly visible elements of coercive field operations tactics became very obvious to me, that has prevented me from engaging in some escalatory interaction with a field agent. Even so, it took almost five more years before I understood what BRMT was doing to me reasonably well and could begin the long journey to a more thorough understanding of the what, where, when, and how of this hijacking technology and its developmental progression.

My decades of direct experience through the development of BRMT from its crude early forms to its sophisticated form today, and my fairly unique personal psychological profile suggest that most potential victims do not have the psychological attributes, self-awareness, or needed level of awareness of this type of coercive and contrived environment. For one thing, it is not a common experience as it has never existed before. I am not assigning myself some aggrandized form of insight. Rather, my experiences with cruder early versions of BRMT, which I only recognized long after their first implementations; my emotional stability; my analytical training; my reasonably strong background and experience in science and technology; the minute cues of various field team member of the subjugator team which resonated for reasons I did not comprehend at the time; and a sort of indirect field training I was given by the subjugators; was the combination that facilitated my eventual insight and enabled me to reverse engineer what likely had been, was, and is happening, as BRMT has morphed from

304 primitive to sophisticated due to technological advances and more advanced neurological  
305 insights.

306 A person incidentally or briefly exposed to an updated version of BRMT would be  
307 extremely unlikely to achieve this level of insight. They simply would not have the needed  
308 series of experiences, particularly with the cruder early forms of manipulation used on me in  
309 the 1980s, to be able to reverse engineer BRMT's hijacking, its manipulations of the natural  
310 biochemistry of the brain. So, the potential for predatory manipulation, adverse outcomes, and  
311 victimization using BRMT is extremely high.

312 While everyone is vulnerable, this is especially true for younger males. Neurologists tell  
313 us that male brain executive functions mature in the late twenties, well after females have  
314 achieved this level of maturity. This biological reality, together with cultural and hard-wired  
315 male dominance behaviors mean young males are much more vulnerable to acting out in  
316 reaction to the highly coercive field operations tactics commonly used in police powers  
317 operations. The victim, acting in a natural and fundamentally involuntary way, based upon their  
318 natural biological stage of brain development, therefore gets blamed as the perpetrator for  
319 their natural reaction to these coercive tactics.

320 Effectively, these predatory and coercive field operations tactics empower the  
321 neurological victimization of young men. As the subject of coercion, they enter a targeted spiral  
322 toward incarceration or worse, through their natural response at that stage of brain  
323 development, to the perceived or actual coercion, threat, and stress. Police powers predators  
324 conveniently label these science-based neurological insights as some sort of bleeding heart  
325 liberal activism. And predators acting with typical police powers exemptions and authority find  
326 this biological reality to be highly productive in their quest to incriminate, incarcerate, or  
327 eliminate their subject.

328 So, the subject's inherent hard-wired natural flight or fight response is a critical aspect  
329 of the predator's calculus. These police powers predators attempt to provoke adverse  
330 responses by creating a hostile environment. They deliberately violate the subject's rights to  
331 freely engage in personal interests, to personal relationships, to successful conduct of business  
332 and financing activities, to search for employment of the victim's choosing, and through their  
333 on-going interference in many other elements of normal life. They routinely cross the line from  
334 investigation to incrimination using indirect provocations. They use BRMT to make it appear to  
335 the victim and to others that the subject (the actual hijacked victim) is behaving in a natural  
336 way consistent with the victim's character. This is the scenario that was played out against me  
337 beginning in the early 2000s. What is really happening is that the police powers predator's  
338 character and criminal intent, hidden behind their BRMT manipulation, is being expressed  
339 through the victim, who is involuntarily acting out as the predator intended.

340 So, I worry about anyone who might not have my level of direct experience, my insights  
341 into coercive field operations tactics and patterns, the advantages of unusual emotional

342 stability, or less technical and scientific knowledge than I do. In reality, this includes just about  
343 every person on the planet. This extremely highly classified form of BRMT manipulation, brain  
344 hijacking, has been virtually unknown throughout its entire forty or so years of existence.  
345 Humans have absolutely no history or experience with this type of covert biological  
346 manipulation. Nor would they have any reasonable expectation of its existence or use against  
347 US persons by their own government.

348         The operational intensity of common field tactics, combined with BRMT manipulations,  
349 and manipulation of electronically controlled devices through remote hacking, when  
350 undertaken against most people, will easily provoke virtually anyone to act out in some way.  
351 These reactions range from impatience to overt violence depending upon the mental capacity  
352 and base character of the person, but also relate closely intensity and duration of the sequence  
353 and the degree of brain chemistry alteration through BRMT hijacking. Thus people can appear  
354 to be incriminating themselves by being hijacked and repeatedly being psychologically  
355 tormented, effectively torture without touching, and, of course, endangering or acting out  
356 against others in the process. Meanwhile, the true perp, an intelligence or police powers  
357 predator, has perpetrated the perfect crime, no one the wiser.

358         We have at least 40 years of these surreptitious acts to account for so far. How do we  
359 know who has been impacted directly or indirectly? Still today, we don't know even who was  
360 killed, injured, or incarcerated as a result of CIA's LSD and mescaline druggings in its Las Vegas  
361 bordello; exactly what happened in the NYC Penn Station area hotel room from which  
362 whistleblower Frank Olsen plunged 10 stories to his death while rooming with MKUltra's CIA  
363 program manager's personal assistant; or who among the soldiers and civilians subject to CIA  
364 and Army Bioweapons surreptitious druggings may have died or committed some heinous act  
365 against another while under the influence of drugs. If there are no available records for BRMT,  
366 we simply won't know.

367         So, who is illegitimately incarcerated by the domestic abuse of US persons by  
368 governmental use of BRMT? Besides me and likely my spouses, who else has been disabled,  
369 destroyed, lost a business, or a family or two to BRMT? Who are the real police powers and  
370 intelligence perpetrators using BRMT to abuse people? Do we know? Is there any plan to do  
371 anything about this beyond continuing scrub the available evidence (from my computer's  
372 calendar this past Wednesday, for instance) or continue covering it up? This cover-up is what  
373 has been happening in the Executive branch.

374         It seems it may have infected some other agencies like NYPD as well. They initially  
375 denied my records production request due to an irregular investigative techniques exemption  
376 they claimed. Then, on receipt of an evidence preservation letter, they stated that they had no  
377 records of any kind, not even an entry in their tracking system for me. Kind of like FBI knows  
378 nothing either.

I was investigated for national security and terrorism here in New York/New Jersey on a fraudulent BRMT derived pretext. I received a "21 gun salute" by the NYPD counter-terror squad, in vests and with sub-machine guns in hand, lined up in a block-long formation outside the Eighth Avenue entrance Port Authority Bus Terminal on my first 2007 visit to New York City. Both agencies were on the JTTF which would have been involved in that fraudulently derived investigation. So, no record is a ridiculous answer, particularly given the honey traps run since that time, and the other rights violations have are well documented elsewhere.

All my federal FOIA requests have been closed or deferred, a sure sign of a large-scale cover-up across many Cabinet-level departments and their agencies. Overall, this overtly obvious covert cover-up in plain sight has been underway since 2005 when I walked the streets of DC to hand deliver my complaint letter, and for about 17 years since. As a publicly visible victim, I would know.

So, the gigantic question about accountability for other victims remains. I do not specifically know even what may have happened to those closest to me, much less the other victims I have no knowledge of. But I believe it is crucial we understand this and secure full accountability.

## **Addendum 2 - A Broader View of Public Distrust of the United States, State, and Local Governments**

The forty year pattern of malign and probably indictable criminal actions involving the federal government abuse using BRMT also resembles cruder but more visible forms of corrupt use of police powers we have seen in America throughout my lifetime and before of people being:

- restrained and choked to death in public view over a \$20 bill,
- shot in the back while fleeing,
- harassed and beaten for exercising their speech and assembly rights,
- executed on a suburban lawn while under the control of the officer pulling the trigger,
- paralyzed by bullets instead of restrained by a physical takedown,
- beaten while restrained and no threat to anyone, strangled for resisting while selling \$1 cigarettes.

In a typical year, the conduct of perhaps 6 of the 18,000 police powers agencies will be reviewed by DOJ. What is the deterrent effect of police powers reviews when your next review is most likely to occur once every 3,000 years?

The Pierce County, Washington Sheriff had a 30 year career as a racketeer in the county next door to where I grew up. The Maricopa County, Arizona Sheriff violated the rights of citizens to the tune of \$100 million. The City of Tacoma police chief killed his wife with his

415 service revolver in a shopping mall parking lot in front of their children because no member of  
416 the department had the guts to report his well-known and repeated threats.

417 The DOJ's enforcement actions against its own personnel led to the termination of an  
418 agent assigned to investigate a sexual predator six years after the botched investigation – and  
419 one week before the FBI Director had to show up in front of Congress. Ruby Ridge, Idaho, years  
420 ago – a dead mother and child, no federal charges against the agent who fired the fatal shot  
421 during a standoff when there was absolutely no risk to any agent or member of the public.

422 The list goes on and on. This long and repeated history of lack of accountability provides  
423 credence to the profoundly and increasingly skeptical public attitude about police powers and  
424 equal protection in the political left, center, and right. Cell phone cameras have made the  
425 previously invisible much more visible. Lip service, and a kick in the groin.

426 It also resembles the disrespect of general officers for our military rank and file,  
427 exposing over 3 million Americans in Iraq and Afghanistan to a highly elevated cancer instead of  
428 undertaking the effort to properly discard our own waste materials which are as lethal as  
429 hostile fire. And the implicit attitude reflected by the military's "inability" to get a handle on  
430 rape many years after women were integrated into the ranks. Lip service, and a kick in the  
431 groin.

432 Another example - Compare protections for money to protections for civil and  
433 constitutional rights. Ten billion dollars is spent each year by independent federal agencies to  
434 protect money (*about \$28 for each person in America*). Plus \$4 trillion added to the Federal  
435 Reserve balance sheet in the past few years, and dedicated teams in Treasury, Homeland  
436 Security, and Justice protecting money.

437 For civil rights there is one independent federal agency with an \$11 million budget  
438 (*about 3 cents for each person in America*), and a fundamentally small civil rights presence in  
439 each Executive department and agency. Combined with a once every three thousand year  
440 review cycle for police powers agencies despite their highly visible failures.

441 These themes are not new. This clear disrespect for the rights and well-being of ordinary  
442 citizens by government is old and runs deep. Taken together, the facts look to many like lip  
443 service, and a kick in the groin.

444 Criminal behaviors tend to metastasize when routinely administered consequences are not in  
445 place, do they not? Speeding gets worse when rarely enforced. Robberies get worse when  
446 rarely resolved. Assaults gets more brazen when no one is arrested and convicted.

447 Just like the rest, the 700,000 person, 18,000 organization police powers orchard needs regular  
448 pruning, not a once in three thousand year pruning cycle. It's badly overgrown – federal, state,  
449 and local – and long past time for a permanent set of independent gardeners experienced in  
450 pruning. The military/intelligence infrastructure of the United States needs the same, even if  
451 some of it must occur mostly in the dark.

1 September 19, 2022

2  
3 Hon. Merrick Garland  
4 Attorney General  
5 Department of Justice  
6 950 Pennsylvania Ave NW  
7 Washington, DC 20530

8  
9 Mr. Damian Williams  
10 US Attorney for the Southern District of New York  
11 One St. Andrews Plaza  
12 New York, NY 10007

13  
14 Mr. George Turner  
15 Attorney  
16 US Attorney for the Southern District of New York  
17 One St. Andrews Plaza  
18 New York, NY 10007

19  
20 RE: Defendants' Continuing Lethality Threats and Attempts; Clarification on September 16,  
21 2022 Letter from total to partial evidence destruction

22  
23 Good day –

24  
25 Latest physical incident in the local area involving me:

26  
27 9/17/2022 7:29pm SW corner Morningside Park, NYC – tumble on staircase about midway  
28 down to ballfield level. Full somersault from top of flight of stairs, landed on backside about  
29 halfway down flight. No lighting on that southwest stairs pathway with extended landings and a  
30 sequence of steps from street level down to ballfield level, screened from all area ambient  
31 lighting by dense tree cover so it was extremely dark. All other streetlights and park lights were  
32 operating at the time. West Side Story, Spielberg movie, shown outdoors on Ballfield 1. Injuries  
33 include scrape and hematoma on left side immediately below hair line and on left cheek, left  
34 hand (outside) scrape at left side of left wrist, left hand (palm) scrape at base above wrist, sore  
35 thumb, torn pants left knee, bloody left knee scrape, moderately sore knee and hip left side,  
36 scrape on right hand at base of thumb, small scrape on right side tip of right index finger, sore  
37 lower back muscles mostly on left side. It is unclear if my attention was BRMT frozen in a head  
38 up position instead of looking down at stairs at the moment of step (a normal distance stride of  
39 the left foot on flat ground) which led to loss of balance with only back half of foot landing on  
40 top stair, though that is best recollection of that moment foot, but also possible my eyes were  
41 BRMT closed immediately prior to the tumble. Notes made at 11:35pm 9/17/2022.  
42 Accompanying photos taken at 8:40 AM 9/18/2022 and left hand 2 (thumb area on back of  
43 hand) at 10:10AM. Also, moderately sore neck noted on morning of 9/18/2022.

As previously mentioned, the goal of these perpetrators is to make any resultant outcome look like a natural event by contriving the surrounding circumstances of the incident. A very similar event happened in an unlighted exit path in a Tonnelle Avenue warehouse in Bergen County some years ago. These appear to typically involve local police powers operations collaborating at times, though not every time, with those inside the federal government who manage and operate BRMT. They are upping the frequency and intensity of these types of incidents which can cause harm in recent days. As mentioned, these appear to include the mass transit tree incident on the Hudson Line of Metro-North which likely could have caused a northbound derailment. It impacted the southbound track my express train was traveling on, forcing it to reverse direction to a local track to get around the obstacle.

#### **Evidence Destruction Clarification**

After my September 16, 2022 letter regarding the destruction of my computerized events and activities calendar, I located a copy of that calendar, including the history, on my cell phone. The identical calendar on my personal computer is wiped clean of every entry and activity, both prospective and retrospective, as previously reported.

Sincerely,

Dennis Brewer  
[REDACTED] Place  
Edgewater, NJ 07020  
Dsbrewer923@hotmail.com  
[REDACTED]

Enclosures: Photos – Dennis Brewer face, left and right hands, left knee

PS – For what it is worth, it seems likely it was NYPD who cameoed an Avril Haines look-alike walk-by on the Hudson Blvd. sidewalk at the 34<sup>th</sup> Street subway exit from the 7 train as I was headed toward an afternoon Highline walk on 9/4/2022. Similar height and physique, but look-alike face was slightly narrower than Haines photo checked later that weekend.

In the past these walk-bys have typically been used with BRMT to attempt to provoke some type of comment from me when I return to my residence. Perhaps the goal is to anger and provoke an adverse threat or comment. That is typical of the pattern of provocations intended by past cameos and other interventions, inconveniences, and harassment undertaken and noted in previous complaints and letters. While this does not work with me despite the decades long pattern, it is emblematic of the gotcha culture under color of law which the various

86 harassing behaviors and non-verbal threats are designed to induce. Typical police powers  
87 tradecraft in an intentionally coercive environment.



Face D Brewer 9/18/2022



Left Hand Palm D Brewer 9/18/2022



Left Hand D Brewer 9/18/2022



Right Hand D Brewer 9/18/2022



Left Knee D Brewer

9/18/2022

LP Evidentiary Exhibit 00952022000793