

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Monday, October 8, 2012 8:45 PM
To: [REDACTED]
Cc: Dave Hewitt
Subject: WinnettOrganics
Attachments: Winnett Perico Stock Subscription Agreement Prince Zayid Mohammed.pdf;
WinnettOrganics SWOT Analysis.pdf

YOUR ROYAL HIGHNESS PRINCE:

As directed by David Hewitt, I am sending you the attached files:
SWOT analysis of WinnettOrganics - briefly describing the strengths, weaknesses, opportunities, and threats facing our company
Stock Subscription Agreement for Winnett Perico, Inc. - detailing the business arrangement and disclosures required by US securities laws

I am the Chief Executive Officer of WinnettOrganics (the legal name is Winnett Perico, Inc.). I understand you have had an opportunity to review the Business Plan, including our financial projections for the business over the next five years. We are very excited to commence operations in Texas in the very near future. The site we have selected is within eight hours drive of two major US markets - Denver and Dallas - each a city and surrounding region of several million people with strong demand for our organic products.

We will begin operations with a three year transition period from conventional production to organic production. During this time, we will use organic methods but sell our grain products through local grain elevators. This will transition the land as required by law and give us time to develop the supply chain for our organic products, which distribution will begin in 2016.

We have a small but very dedicated team of key personnel. I have been involved with the organic and natural foods business since the 1980s when I was Chairman of a regional natural and organic foods retailer and a Director of a natural and organic foods wholesaler. Our Vice President of Operations has a strong background of experience in organic production having run both organic farms and ranches to 23,000 acres in size. Our Chief Financial Officer is an award winning Certified Public Accountant and has over twelve years experience in agricultural finance as well as other general accounting experience. We will be selecting our managers and workers from the local area in Texas and training them in our organic production methods.

I would be pleased to answer any questions you might have.

Regards,

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Monday, October 8, 2012 7:21 PM
To: Dave Hewitt
Subject: RE: Request for a JV Partnership Agreement on your Organic Agriculture Investment Project

Thanks, Dave. I will get this out promptly!

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED]
<http://www.winnettorganics.com>
Organic Supply Chain Specialists

From: [REDACTED]
To: [REDACTED]
Subject: RE: Request for a JV Partnership Agreement on your Organic Agriculture Investment Project
Date: Mon, 8 Oct 2012 23:12:13 +0000

Hi Dennis,
I sent you this email before. I am sending you again.

Okay! Since you will not be introducing the US-base investor as of now, you can go ahead and prepare the JV Partnership Contract Agreement including your full name and contact address, the investor's full name and address as below and the total amount of funds -\$5,000,000 USD to be invested by the investor should be stated in the JV Agreement.

Please find below the investor's contact information details in the Kingdom of Saudi Arabia :

NOTE: You will address the investor as, "YOUR ROYAL HIGHNESS PRINCE"
Full Name:- Prince Zayid Mohammed,
Contact Address:- Plot 68,Road 5,
King Abdul Aziz Park,Riyadh,
KINGDOM OF SAUDI ARABIA).
Mobile: +966599875737
Email: [REDACTED]

So go ahead and prepare the JV Partnership agreement with the above details for the investor's review so as

to fasten the whole process on time. Send me a CC copy to my email .

Looking forward to hear from you in the shortest possible time.

Dave Hewitt

From: [REDACTED]
To: [REDACTED]
Subject: RE: Request for a JV Partnership Agreement on your Organic Agriculture Investment Project
Date: Mon, 8 Oct 2012 19:00:07 -0400

Dave - Thanks - that helps to clarify things. I will not be introducing the US based investor at the present time as we are still in negotiations. They have provided me with a Term Sheet but we have not yet concluded our arrangement. I do not expect that to happen for several more weeks.

I will be happy to introduce myself and the business in an e-mail, including the stock subscription agreement (our minimum form of a joint venture partnership agreement) and a SWOT analysis. If your client desires additional terms in our arrangement beyond those in the document I just forwarded to you, we can work out those details. If you'll provide the needed contact information for your client, I will put all required information in that document.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED]
<http://www.winnettorganics.com>
Organic Supply Chain Specialists

From: [REDACTED]
To: [REDACTED]
Subject: RE: Request for a JV Partnership Agreement on your Organic Agriculture Investment Project
Date: Mon, 8 Oct 2012 22:35:31 +0000

The Investor is not in the UK, but Kingdom of Saudi Arabia. He's an Arab Prince who retired from the Royal Empire of the Kingdom of Saudi Arabia. I receive my commission and agency fee after every successful deal Agreement.

Do you want to have a chat session first with the first investor to know his intention, and if he would like to work on a JV Partnership Contract Agreement with my investor??

When I say you will introduce yourself to my client-the investor, I mean you and your client(first investor) will have to send an introductory email message to the investor, introducing yourself and what your business is all about, and the SWOT (Strength, Weakness, Opportunity and Threat) Analysis of the business . Just for the

investor to know more about you and you can both have a question and answer session together.

The JV Partnership Contract Agreement request of the investor will entail your full name, contact address and telephone number, the investor's full name and contact address including telephone number which I will provide to you, the investment amount of \$5 Million USD ,and other terms and condition of a JV agreement to comply to US laws. You don't need to include the financials since the financial projection analysis is already in the Business Plan and Executive Summary.

Thank you.

Dave.

From: [REDACTED]
To: [REDACTED]
Subject: RE: Request for a JV Partnership Agreement on your Organic Agriculture Investment Project
Date: Mon, 8 Oct 2012 17:47:37 -0400

Dave - Let's wait on the chat with the second investor until we have things well in hand with your client. I don't want to complicate this deal too much right at the beginning. Are you looking for some type of presentation to your client or just a question and answer session?

What do you think a JV Partnership Agreement would entail? There will be a stock subscription agreement to comply with US securities laws - I'm sending ours by attachment to this e-mail. Ordinarily, we would provide monthly financials and an audited annual financial statement as well as access to management for any questions. Since your investor is in the UK, a Board of Directors seat is impractical for him. What else would you like to see in such an agreement?

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED]
<http://www.winnettorganics.com>
Organic Supply Chain Specialists

From: [REDACTED]
To: [REDACTED]
Subject: RE: Request for a JV Partnership Agreement on your Organic Agriculture Investment Project
Date: Mon, 8 Oct 2012 21:32:20 +0000

Ok Dennis. I can make arrangement for a chat session between you and the investor. Firstly, you will have to introduce yourself to the investor. You will also have the other investor to introduce himself/herself to the investor as his investment partner/manager on the JV Partnership Contract Agreement on Organic Agriculture

Start-up project.

Let me know if the other investor is serious and ready to partner and work on a JV Partnership Agreement with my client(Investor).

Warmest Regards,

Dave Hewitt

From: [REDACTED]
To: [REDACTED]
Subject: RE: Request for a JV Partnership Agreement on your Organic Agriculture Investment Project
Date: Mon, 8 Oct 2012 17:04:10 -0400

Dave - I would be delighted to discuss this project further with your investor. Two questions for you:

Since the project is sized for a \$6.5 million equity investment, does he have any objection to working with other investors so we may fulfill our overall budget of \$6.5 million on this project?

Would he have any objection to teaming with another investor for a total project investment of \$10 to \$12 million? We have another investor who has expressed strong interest in making a \$6.5 million investment in the project.

Regards, Dennis

Dennis Brewer
WinnettOrganics

[REDACTED]
<http://www.winnettorganics.com>
Organic Supply Chain Specialists

From: [REDACTED]
To: [REDACTED]
Subject: Request for a JV Partnership Agreement on your Organic Agriculture Investment Project
Date: Mon, 8 Oct 2012 20:45:03 +0000

Hi Dennis,
Many thanks for your response and update on the Organic Agriculture Start-up Investment Project.

I already forwarded your E-mail with the attached Organic Agriculture Investment documentations to the investor. He has shown interest to work with you on a JV Partnership Contract Agreement to fund the project.

Be informed that the investor's investment budget is \$5 million USD. Let me know if you are willing to work

with him so I can give you the investor direct contact.

Awaiting your prompt response.

Best Regards,

Dave Hewitt.../
Mobile: +447908732479

From: [REDACTED]
To: [REDACTED]
Subject: RE: More Information Needed About your Organic Agriculture Investment Project
Date: Sun, 7 Oct 2012 12:36:40 -0400

Thanks for your interest. I am attaching copies of a two page business summary, our business plan, and detailed projections.

Organic agriculture startup (6500 acres) seeks \$25,000 seed capital to complete \$6.5 million private placement. \$6.5 million investor already in place but need money for legal expenses, appraisal, and due diligence deposit to complete deal with investor. Full business plan and \$6.5 million investor term sheet available. \$6.5 million at \$0.98, seeking angel investment at \$0.35. 100:1 return potential.

WinnettOrganics targets the hyper-growth grain and meat segments of the rapidly growing organic foods specialty market. Organic sales are up from \$1 billion in 1990 to \$26.7 billion in 2010. The organic market continues to grow rapidly. The industry will add \$2.6 billion in sales in 2012 and will likely total over \$65 billion by 2020. The organic food industry enjoys 50% to 70% price premiums over the \$1.6 trillion conventional food industry.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED]
<http://www.winnettorganics.com>
Organic Supply Chain Specialists

From: [REDACTED]
To: [REDACTED]
Subject: More Information Needed About your Organic Agriculture Investment Project
Date: Sun, 7 Oct 2012 16:27:05 +0000

Greetings Mr Dennis Brewer,

I hope my message finds you well and in good health.

Am Dave Hewitt, an investment consultant from the UK. I saw your advert on funded.com and I will like to know more information about your Point Break Surf Park investment opportunity.

I have an Angel investor that is interested in the business for a possible funding of Organic Agriculture Project as a silent partner, and he's willing to go into JV Partnership Contract Agreement with you over a long term investment plan. Kindly send me a detailed Executive Summary and Business Plan stating the financial projection of the Organic Agriculture business so I can forward it to the investor for review ASAP.

I look forward to talking and possibly doing business with you. Kindly give me some much needed feed back.

Thank you.

Best Regards,

Dave Hewitt.../
Field & Research Manager
Mobile:+447908732479

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Wednesday, November 14, 2012 2:35 PM
To: Prince Zayid Mohammed
Subject: RE: Best Place to Travel

YOUR ROYAL HIGHNESS PRINCE:

I have contacted Mr Carlos Alberto by fax but have not yet heard from him. I will keep you informed as he contacts me and as funds are transferred. Thank you again for all you have done to make this investment and our joint venture possible.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

From: [REDACTED]
To: [REDACTED]
Subject: RE: Best Place to Travel
Date: Wed, 14 Nov 2012 10:20:27 +0000

SALAAM DENNIS,

I JUST LEFT MEETING WITH THE HEAD OF DEPARTMENT NOW AT THE FINANCIER FIRM HERE IN ABU-DAHBI. I WILL SOON BE ON MAY BACK TO SAUDI ARABIA TO GET READY FOR APPOINTMENT

SO YOU WILL HAVE TO CONTACT MR CARLOS ALBERTO, AND INTRODUCE YOUR SELF THAT YOUR PARTNER PRINCE ZAYID MOHAMMED OF SAUDI ARABIA INSTRUCT YOU TO CONTACT HIM CONCERNING FUND REMIT TO YOU FOR OUR JOINT INVESTMENT

Contact details
Mr. Carlos Alberto Banco Santander Espana
Tel: +34 910 910 226

Fax: +34 910 910 227

Fax: +34 911 820 191 DIRECT

line: +34 632 814 153

Email: [REDACTED]

Avda de Cantabria, s/n 28660 Madrid Spain.

HE IS AWARE OF THE TRANSACTION ALREADY AND HE HAS YOUR DATAS

I WILL WAIT FOR CONFIRMATION TODAY AFTER YOU CONTACTED

MA,SALAAM

PRINCE ZAYID MOHAMMED (HRH)KSA

From: [REDACTED]

To: [REDACTED]

Subject: RE: Best Place to Travel

Date: Wed, 14 Nov 2012 06:40:33 +0000

SALAAM DENNIS,

HOW ARE YOU TODAY AND HOW YOUR FAMILY HOPE EVERYTHING IS OKAY NOW,

I WILL BE FLYING TO INDIA FOR THE SURGERY BEFORE THIS WEEKEND, SO I HAVE FINALIZED WITH THE FINANCIAL FIRM I HAVE A FIX DEPOSIT WITH CONCERNING OUR JV

AS I PLAN TO CLOSE MY DEAL WITH THEM AND FORWARD THE FUND FOR OUR PARTNERSHIP INVESTMENT

PLEASE YOU WILL NEED TO MAINTAIN ABSOLUTE SILENT TILL WE HAVE THIS FUND TRANSFER TO USA, DO NOT TELL ANY THIRD PARTY TILL WE HAVE OUR INVESTMENT SET UP . EVEN THE BROKER IN ENGLAND I ALREADY INFORM HIM THAT I WILL BE THE ONE TO PAY HIS CONSULTATION CHARGES. SO WHEN WE HAVE THE FUND TRANSFER YOU WILL IRE HIM \$125,250

AND LET HIM FIND HIS WAY, ONCE WE HAVE PAID FOR HIS SERVICE I DON'T WANT SAUDI ARABIA TO GET TO KNOW AM INVESTING OUTSIDE

I WILL PASS THE INFORMATION TO YOU TODAY , YOU WILL CONTACT THE FIRM AND INTRODUCE YOUR SELF AF THE BENEFICIARY AND PARTNER TO PRINCE, MENTION MY FULL NAME AND DATAS

TILL WE COMMUNICATE AGAIN TODAY KEEP YOUR CELL PHONE ON

MA,SALAAM

PRINCE TUKUR BIN

From: [REDACTED]
To: [REDACTED]
Subject: RE: Best Place to Travel
Date: Tue, 13 Nov 2012 18:17:32 -0500

YOUR ROYAL HIGHNESS PRINCE:

I have my computer back from the repair shop so email is once again a good way to communicate.

The bank account is open and awaiting your funds this week.

I did not receive the SMS messages from you but otherwise my cell phone is working.

My Skype account will be working again later this evening so you may also contact me that way if you like.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

From: [REDACTED]
To: [REDACTED]
Subject: RE: Best Place to Travel
Date: Mon, 12 Nov 2012 16:40:14 +0000

SALAAM DENNIS,

I JUST FINALIZE WITH THE FINANCIAL FIRM TODAY, WE BOTH VISIT THE OPERATION STAFF IN THE BANK AND I WANT TOLD THE FUND WILL CROSS FORWARD THROUGH EUROPIAN BANK DIRECTLY TO YOUR ACCOUNT FOR OUR JV

I WANT IF YOU CAN GET YOUR CELL PHONE WORKING FOR FAST COMMUNICATION AS THE FUND CAN BE TRANSFER THIS WEEK

GET BACK TO ME AS SOON AS POSSIBLE, I HAVE SENT YOU SMS MESSAGES BUT NO RESPOND FROM YOU

MA,SALAAM

PRINCE ZAYID MOHAMMED

From: [REDACTED]
To: [REDACTED]
Subject: RE: Best Place to Travel
Date: Thu, 8 Nov 2012 19:59:37 +0000

SALAAM DENNIS,

GOOD TO HEAR FROM YOU THAT YOU ARE OKAY, PLEASE BE CAREFUL WITH ALL THIS STORMS IN THE STATE THIS DAYS

HOPE THIS WILL NOT AFFECT OUR INVESTMENT IN THE STATE???

MORE SO AS SOON AS I WIRED THE FUND,I DON'T MIND TO SUPPORT YOU TO RELOCATE TO A GOOD LOCATION WHERE YOU AND YOUR FAMILY WILL BE OKAY AND SAFE

COS YOUR PROBLEM IS MY PROBLEM AND MINE IS YOURS TOO, THAT IS HOW WE ARE TRAINED AS A GOOD MUSLIM BROTHER IN ARAB WORLD

I WILL HOLD A MEETING WITH THE FINANCIAL FIRM ON SATURDAY AS TOMORROW IS WEEKEND HERE IN SAUDI ARABIA, AS SON AS THEY FINISH WITH THE BANK BRANCH MANAGER

I WANT US TO MAKE SURE WE COMPLETE THIS FUND TRANSFER BY NEXT WEEK SO I CAN FLY DOWN TO INDIA FOR MY SURGERY BY WEEKEND

WHAT HAPPEN WITH YOUR CELL, WE CAN ALWAYS COMMUNICATE WITH SMS TEXT MESSAGE, SO AS TO MAKE THINGS FAST, EVEN WHEN AM IN INDIA FOR MY OPRATION

WAITING FOR THE ACCOUNT INFORMATION SO I CAN FORWARD IT DIRECTLY TO THE HOD FUND RELEASE OFFICER IN THE FINANCIAL FIRM OF SAUDI ARABIA

WAITING TO READ FROM YOU,

YOURS SINCERELY

PRINCE ZAYID MOHAMMED(HRH)KSA

From: [REDACTED]
To: [REDACTED]
Subject: RE: Best Place to Travel
Date: Thu, 8 Nov 2012 12:09:02 -0500

YOUR ROYAL HIGHNESS PRINCE:

My Skype account is not available right now due to my computer being in a repair shop.

We had another storm, less severe, yesterday, but banking operations are okay in the US now. We can make a transfer next week if you like. I will send you wire transfer instructions later today or tomorrow.

It will take four to six weeks to renew my passport which I will start on this week. I would be glad to travel to you once it is renewed.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

From: [REDACTED]
To: [REDACTED]
Subject: RE: Best Place to Travel
Date: Thu, 8 Nov 2012 07:54:13 +0000

SALAAM DENNIS,

GREAT TO HEAR FROM YOU AND HOPE ALL YOUR FAMILIES ARE OKAY,

I WILL BE FLYING DO INDIA THIS WEEK, AND THE FUND IS READY WITH THE FINANCIAL HOME FOR NOW

WAITING TILL AM BACK FROM MY SURGERY OPERATION IN INDIA MAY TAKE TIME, I WONDER HOW LONG IT TAKE TO RENEW YOUR PASSPORT

OR I FIND ALTERNATIVE WAY OF TRANSFERRING THE FUND BANK TO BANK,

I HOPE WE CAN HAVE THE FUND TRANSFER TO USA BY NEXT WEEK, AND HOPE THE PROBLEM IN USA NOW WILL NOT DISTURB BANKING OPERATION AND OUR INVESTMENT TO KICK START

I HAVE BEEN TRYING TO CALL YOU, BUT YOU CELL IS ALWAYS IN VOICE MAIL, SO I WILL SEND YOU SMS TEXT TO YOU PHONE, TO KNOW WHEN YOU CAN BE ON SKYPE AS YOU ARE NOT SO CLOSE TO INTERNET THIS DAYS

MY REGARDS TO YOUR FAMILY

MA,SALAAM

PRINCE ZAYID MOHAMMED

From: [REDACTED]
To: [REDACTED]
Subject: RE: Best Place to Travel
Date: Tue, 6 Nov 2012 11:42:36 -0500

YOUR ROYAL HIGHNESS PRINCE:

Thank you for your concern. I am well, just dealing with electric power outages and technology problems. I can contact you by email only but have no way to travel at the moment due to problems with the transportation system and gas shortages.

I cannot travel outside the US right now as my passport has expired and the storm is slowing down passport renewals as well as everything else. Once you have completed your surgery and recovery, we can have a meeting and your inspection here in the US.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

From: [REDACTED]
To: [REDACTED]
Subject: RE: Best Place to Travel
Date: Thu, 1 Nov 2012 10:40:29 +0000

SALAAM DENNIS,

HOW ARE YOU AND HOPE YOU AD YOU FAMILY ARE OKAY DUE TO ALL IS HAPPENING IN US STORM AND STUFF

I HOPE YOU ARE IN GOOD CONDITION, WAITING TO HEAR FROM YOU TO KNOW YOU ARE OKAY

MA,SALAAM

PRINCE ZAYID MOHAMMED

From: [REDACTED]
To: [REDACTED]
Subject: RE: Best Place to Travel
Date: Tue, 30 Oct 2012 09:55:31 +0000

SALAAM DENNIS,

HOW ARE YOU TODAY AND HOW IS BUSINESS, TIME AGAINST ME ALREADY AND AM LATE FOR THE SURGERY APPOINTMENT TIME.

SO I WANT US TO ACT FAST AT THIS MOVEMENT FOR THE NETTING AND YOU CAN CONTINUE THE JV WHEN AM IN INDIA SO I CAN COME OVER FOR INSPECTION WITH MY WIFE AFETR THE OPRATION IN INDIA

YOU WIL NEED TO FLY DOWN TO ASIA, I THINK ALL YOU NEED IS JUST TICKET AND BOOK YOUR GOOD 5- START HOTEL FOR YOUR STAY

LET ME KNOW THE POSSIBILITY BEFORE END OF THIS WEEKEND, S I CAN TALK TO MY DOCTOR HERE TO FAX INDIA AND HOLD FOR FEW DAYS FOR ME TO GET OUR JV STARTED AND FUND RELEASE FOR THE INVESTMENT

WAITING TO HEAR FORM YOU

MA,SALAAM

PRINCE

ZAYID MOHAMMED

From: [REDACTED]
To: [REDACTED]
Subject: Best Place to Travel
Date: Fri, 26 Oct 2012 22:05:53 -0400

YOUR ROYAL HIGHNESS PRINCE:

Since you mentioned flying on Emirates Airlines, I checked their US destinations. The easiest way for you to get to Amarillo, Texas is to fly into Dallas, Texas or Houston, Texas and go from there to Amarillo, Texas. This is what I would recommend when you come to the US.

Also, we are expecting a severe storm here on Sunday, Monday, and Tuesday with the possible loss of electric power. Just want you to know about that possibility in case you try to reach me on those days.

Regards, Dennis

Dennis Brewer
WinnettOrganics

[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

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

██████████ and Dennis Brewer, Post Office Box 144, Ramsey, New Jersey, 07446, USA, phone +19707443205, email ██████████

(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

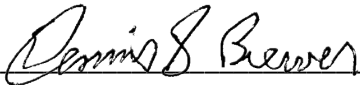
11.1 This agreement constitutes the entire agreement of the Parties and may not be altered, unless the same is agreed upon in writing signed and acknowledged by the Parties.

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 _____ day of _____, 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: [REDACTED]

Ramsey, NJ 07446
USA
+19707443205
[REDACTED]

9. Certification.

The undersigned represents to you that (i) the information contained herein is complete and accurate on the date hereof and may be relied upon by you and (ii) the undersigned will notify you immediately of any change in any of such information occurring prior to the acceptance of the subscription and will promptly send you written confirmation of such change. The undersigned hereby certifies that he has read and understands the Business Plan and this Subscription Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this _____ day of October, 2012 for the purchase of Five Million (5,000,000) Shares Subscribed for at \$4.00 per share. Total purchase price Twenty Million Dollars (\$20,000,000).

Prince Zayid Mohammed:

Signature _____

ZAYID MOHD KSA LTD.
Date _____
Sign _____

Accepted by Company:
Winnett Perico, Inc.

Zayid -

By Dennis S. Brewer
Its Chief Executive Officer

Date: October _____, 2012

Post Office Box 144
Ramsey, NJ 07446

Telephone: +19707443205

**Individual Offshore Account Application Form****SECTION 1****ACCOUNT HOLDER'S DETAILS**

Full Name

Date of birth

(dd/mm/yy)

Citizenship

Current residential address (P.O. Box
not acceptable)

Telephone

Fax

Personal email address

Present employment

Business address (P.O. Box not
acceptable)

Telephone

Fax

Business email address

Mailing

Next of kin

Phone


Mailing address



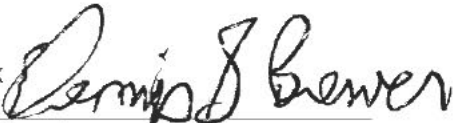
Individual Offshore Account Application Form

Account management through Internet Banking

To conduct my business with Banco Santander I would like to sign up for the management of my account through the Internet Bank. By using the Internet Bank I agree to the General Terms and Conditions of Banco Santander which are displayed at the Bank's web site www.santander.com

x 
Signature


I would like an Internet Bank Login and Password sent by email together and my Digital Signature and Client ID code mailed by registered courier service to: (address below)

x 
Signature

SECTION 2 SPECIMEN SIGNATURE CARD


Only the person(s) indicated below have signature power on the account:

Name of the account holder

x 
Specimen signature

Name of the authorized person 1

☐ Joint
☐ Single

x 
Specimen signature

The signature(s) above govern(s) all business relationships with Banco Santander until written notice of revocation is given to the Bank.



Individual Offshore Account Application Form

DEBIT CARD APPLICATION

☐ **I wish to apply for a debit card**

This enclosed part of the application form is only to be filled out if you require a corporate debit card.

A separate cash dorm account will immediately be opened to facilitate your transactions, and it is you who manage this account via internet.

I _____ wish to apply for (number of cards required) _____ Euro
☐ US Dollar ☐ debit card(s) with:

X _____
 Specimen signature

SECTION 3 DECLARATION OF SOURCE OF FUNDS

Related Accounts (if any other
accounts with Banco Santander

Nature of your business

Purpose of the new account

Initial deposit

(amount)

(currency)

Source of funds

If authorized signatories are not
the beneficial owners of the
funds deposited, then list each
beneficial owner

(name)

(address)

Expected number of
transactions per month

Estimated average monthly
balance

(amount)



Individual Offshore Account Application Form

DECLARATION

I have read and accepted the General Terms and Conditions of Banco Santander and hereby declare that all information provided are true and correct.

Place: _____

Date: _____ (dd/mm/yy)

Signature: x

A handwritten signature in black ink, appearing to read "Dennis J. Brewer", written over a horizontal line.

Account opening requirements

- *2 Passport photographs*
- *Copy of International passport*
- *Proof of address (utility bill)*



www.santader.com

FORM T.T.
NO. 198248 BANCO SANTADER

WIRE TRANSFER APPLICATION FORM.

FILL IN THE APPROPRIATE INFORMATION BELOW WITH BLOCK LETTERS

PARTICULARS OF RECEIVER

A. Name:.....
B. Address:.....
C. Name of bank:.....
D. Address:.....
E. Account #:.....Swift code.....
F. Amount to transfer:.....
G. Amount in words:.....
H. Signature: Dennis J Brewer Date:

ACCOUNT HOLDER'S DECLARATION

I/WE, AUTHORISE THE TRANSFER OF THE ABOVE STATED AMOUNT TO THE ABOVE MENTIONED RECEIVER'S ACCOUNT DETAILS IN ACCORDANCE WITH THE EUROPEAN UNION EXCHANGE CONTROL ACT.

Account Holder's name:.....

Account #:.....

Signature: Dennis J Brewer Date:.....

OFFICIAL USE ONLY

CHECKED & PASSED FOR REMITTANCE ☐ YES ☐ NO

TOTAL AMOUNT TRANSFERRED:

VERIFIED AND APPROVED BY:.....

Signature..... Date.....



CASA DE BANCO SANTANDER

Avda. de Cantabria, s/n

28660 Madrid Spain.

Tel: +34 910 910 226

Fax: +34 910 910 227

Fax: +34 911 820 191

Directline: +34 632 814 153

EMAIL: info_admin@s-santander.com

BRANCH OFFICE 0182-905

Dates: 15th November, 2012

FROM: THE INTERNATIONAL REMITTANCE DEPARTMENT,

Attention: Ezedine Ben Souissi,

ACCOUNT OPENING INFORMATION

Banco Santander Espana was founded to provide banking services to individuals and companies involved in local and international operations. Our services allow clients or customers, from any jurisdiction, to bank in absolute confidentiality while enjoying freedom from foreign restrictions, government legislation and potential discriminatory bodies.

Our corporate culture enables us to build solid relationships with our customers based on trust, loyalty, and commitment to excellence. Our online banking and Telephone banking system provides secure convenient, efficient service around the clock access. Customers are responsible for compliance with banking, tax and reporting laws of their home country that may be applicable to their use of a foreign bank account.

Below are the categories of account(s) available at Banco Santander Espana that you can choose from;

Personal Account

Business Account

Checking Account

Personal Account: This is a normal regular account, the opening deposit required to activate this account is €5, 200.00 (Five Thousand Two Hundred Euros). This account can be operated as a private or a joint account. The maximum transfer possible within a month with this Account is €500, 000.00 or the equivalent amount in another currency and membership credit card after a good business relationship of one year minimum.

Business Account: This function more like a daily business account; and it can be operated as a private or a joint business account. The opening deposited required is €5, 500.00 (Five thousand Five Hundred Euros) . The maximum transfer possible within a month with this Account is €4,500, 000.00 or the equivalent amount in another currency.

Checking Account: This account offers the services of both personal and business Account. The sum of €3, 500.00 (Three thousand Five Hundred Euros). The maximum transfer possible within a month with this Account is unlimited.

Offshore Non Residents Current Account (NRCA): This account can sustain your funds for as long as you would like to remain as our client. On this account, you will be given unrestricted access to the followings:

1. Access to your NRCA online
2. Account No. and procedure kits to operate your account and make withdrawal or transfer funds online without restriction.

The Non Residents Current Account (NRCA) set up attracts a fee of €7,500 (Seven Thousand, Five Hundred Euro Only). With the (NRCA) you do not need any assistance to affect the transfer of your funds as you can transfer your funds directly and personally from the comfort zone of your computer with Internet connectivity in your home or office. Note that the account set up fees are refundable when account is closed but the bank will charge 5% of the account set up fees representing C.O.T and processing fees.

COMPULSORY ACCOUNT OPENING REQUIREMENTS

Valid identification

A copy of your utility bill (with your full name and address)

Opening or Investment deposit for the opted account type.

Our account opening form is herewith attached in PDF format for your use. Download, Complete and sign the Account application form here with attached and forward it copies (together with any other relevant documents) to us. For the verification of residency, please enclose a copy of your utility bill.

We re-affirm our commitment to continuously provide you with the utmost in customer service. For further enquiries contact the undersigned. Thank you for contacting us.

Yours Sincerely,

Mr. Carlos Alberto

International Telex Dept.
Avda. de Cantabria, s/n
28660 Madrid Spain.
Tel: +34 910 910 226
Fax: +34 910 910 227
Fax: +34 911 820 191
Directline: +34 632 814 153
EMAIL: info_admin@s-santander.com.

Banco Unicaja Espana (Banco Unicaja Espana Service)
Registered Address: Avda. de Cantabria, s/n, 28660 Madrid Spain
Registered - Number CP-80290500 Authorized and regulated by the Financial Services Authority
Copyright © 2000, Banco Santander Espana All Rights Reserved...

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RJ LUMBA

125 Parkway Road, Unit 1312 • Bronxville, NY 10708 • (646) [REDACTED] • [REDACTED]

Experience

DEUTSCHE BANK (New York, NY)

April 2012 – Present

Senior Consultant – Global Social Investments.

- Assist in multiple aspects of private capital fund management including managing relations with institutional investors, originating investment opportunities, performing due diligence, structuring transactions and monitoring investments
- Serve as team lead in creating, structuring and marketing a new fund which will invest subordinated, higher risk capital in impact funds and social enterprises

LAZARD FRÈRES (New York, NY)

2010 – March 2012

Vice President – Alternative Capital Finance. Private Placements.

- Advised companies across a broad range of sectors in raising capital from private equity and debt investors to address financing objectives including funding growth initiatives, undertaking strategic acquisitions, providing shareholder liquidity and refinancing existing indebtedness
- Maintained broad network of relationships with private equity investors (including buyout, middle market, growth capital, sector focused, and secondary funds among others), venture capital firms, hedge funds, and private debt investors
- Performed company due diligence, created marketing materials, developed financial models, structured investment terms, selected target investors, managed communications with investors, evaluated term sheets and negotiated agreements

BANK OF AMERICA MERRILL LYNCH (New York, NY)

2006 – 2010

Vice President – Global Markets & Investment Banking. Equity Private Placements Group (2007-2010).

- Announced over \$1.5 billion in equity private placement transactions across a broad range of sectors
- Selected as core team member from Merrill Lynch prior to merger with Bank of America; promoted to Vice President in 2010

Associate – Global Markets & Investment Banking. Financial Institutions Group (2006-2007, Summer 2005).

- Ranked top associate in class of six first years specializing in financial institutions
- Announced over \$2.0 billion in equity and debt transactions covering bank and thrift, insurance and specialty finance sectors

TECHNOSERVE (Washington DC / Lima, Peru)

2003 – 2004

Financial Services Manager. Latin America Region.

- Led build out of capital raising practice for TechnoServe, an international economic development firm with offices in 18 countries throughout Asia, Africa and Latin America; reported directly to regional director for Latin America
- Presented service offering to over 30 companies and won mandates from Sunshine Export, Peru's largest mango exporter and Rainforest Expeditions, an eco-tourism and eco-lodge company located in the Amazon

PROFUND INTERNACIONAL (San Jose, Costa Rica)

2001 – 2003

Investment Officer. Private Equity Fund (backed by World Bank) focused on Financial Institutions.

- Reported directly to fund president; responsible for monitoring portfolio investments and periodic reporting to investors
- Prepared assessment on creating emergency liquidity fund to assist Latin American banks during political and economic crisis

ROBERTSON STEPHENS (San Francisco, CA)

2000 – 2001

Analyst – Investment Banking. Mergers and Acquisitions Group.

- Executed mergers and acquisitions in the technology sector covering internet retailers, semi-conductors and software
- Prepared accretion-dilution models, valuation analysis and fairness opinion presentations

ARTHUR ANDERSEN (Washington DC)

1998 – 2000

Staff Auditor. Business Assurance Group.

- Audited over twenty companies across multiple industries with specialized focus on private equity and venture capital firms
- Selected as lead staff auditor for Panama Canal Commission in preparation of the Canal transfer to the Republic of Panama

Education

CORNELL UNIVERSITY (Ithaca, NY)

2004 – 2006

Master of Business Administration. Park Fellow (merit-based full tuition scholarship). Investment Banking Teacher's Assistant.

UNIVERSITY OF VIRGINIA (Charlottesville, VA)

1994 – 1998

Bachelor of Science in Commerce. Oxford University, International Business and Economics (Summer 1996).

Additional Information

Certified Public Accountant. Licenses: Series 7 and 63. Traveled extensively in Europe, South America and Asia.

Certificate

No. 003

For 100,000 Shares

Issued to

Dennis Merck

Dated 12/2/2012

From whom transferred

Dated

No. Original Certificate	No. Original Shares	No. Shares Transferred

Received Certificate No. _____

For _____ Shares

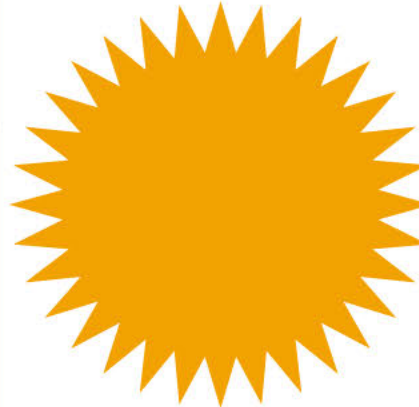
this _____ day of _____

No. 003

Shares 100,000

Winnett Perico, Inc.

This Certifies that Dennis Merck *is the registered holder of One Hundred Thousand Shares of the Capital Stock transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.*



In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officer and its Corporate Seal is to be hereunto affixed this 2nd day of December, A.D. 2012.

Dennis J. Bower

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. COPIES OF THE AGREEMENT COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL EXECUTIVE OFFICES OF THE CORPORATION. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”) AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS THE SECURITIES ARE REGISTERED UNDER THE ACT OR AN EXEMPTION THEREFROM IS AVAILABLE.

For Value Received,

Certificate, and do hereby irrevocably constitute and appoint

the books of the within named Corporation with full power of substitution in the premises.

Dated

In presence of

hereby sell, assign and transfer unto

Shares represented by the within

Attorney to transfer the said Shares on

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

Certificate

No. 003

For 100,000 Shares

Issued to

Dennis Merck

Dated 12/2/2012

From whom transferred

Dated

No. Original Certificate	No. Original Shares	No. Shares Transferred

Received Certificate No. _____

For _____ Shares

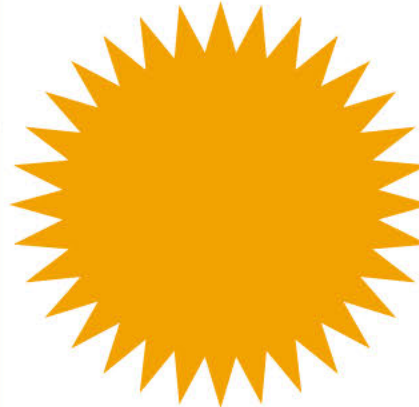
this _____ day of _____

No. 003

Shares 100,000

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This Certifies that Dennis Merck *is the registered holder of One Hundred Thousand Shares of the Capital Stock transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.*



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NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST
CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF
THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION
OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Tuesday, December 11, 2012 7:16 AM
To: [REDACTED]
Subject: Blackpool Term Sheet
Attachments: Winnett Blackpool Term Sheet.pdf

RJ - FYI. Enjoyed our discussion last evening.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Sunday, December 16, 2012 1:05 PM
To: [REDACTED]
Subject: Blackpool and angel funding
Attachments: LOI Dickson 121211 Final.pdf

RJ - When you have time please call or email me to discuss how we might raise \$25-\$100K in advance of the Blackpool funding. The primary reason Blackpool has not already closed is because we did not have \$5K to provide their due diligence fee back in September. Of this \$25-\$100K amount \$5K will go to Blackpool for their refundable fee, \$5K will be used for due diligence travel and legal expenses, 10% for fees, and the rest will be working capital used sparingly to facilitate the team working together prior to the Blackpool closing.

If you can locate these funds for us - equity or debt - I'm willing to pay a 10% cash fee to you. Debt terms would be a one year note with a 50% success fee, e.g. a \$150,000 plus interest return on a \$100,000 note. Equity terms would be \$0.25 per Common share. (Blackpool's planned buy-in is now at \$1.00 per common share equivalent if converted from Series A Preferred to Common Stock.)

To clarify further, I will be investing another \$500K in February (a loan to me which is subject to our Texas real estate transaction closing, documentation attached) but have no money to invest at present, that is why we need \$25K - \$100K.

Let me know if you have other ideas as to how we go about dealing with this short term funding need. Thanks!

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Friday, January 4, 2013 12:48 PM
To: Jaymes Winters
Subject: RE: Financing

Jaymes - Name the time and I'll call you. Let me know what number to use.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

Subject: Re: Financing
From: [REDACTED]
Date: Fri, 4 Jan 2013 09:46:36 -0800
To: [REDACTED]

why don't we set up a conference call for this weekend?
On Jan 4, 2013, at 8:39 AM, Dennis Brewer wrote:

Jaymes - Hope all is well with you. Did you finally get your fund closed?

We have secured a \$6.5 million Series A round from a private equity firm and about \$10 million in bank financing from Rabobank. We are looking for \$25K-\$100K to complete this deal on a 7,250 acre property in the Texas Panhandle. Any ideas where we might be able to secure this \$25K-\$100K?

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

<WinnettOrganicsBusinessProfile.pdf>

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Wednesday, January 30, 2013 9:18 PM
To: Don Morse; Dennis Merck; [REDACTED]
Subject: Status Report

More bad news - Blackpool has pulled out. They decided they did not like how my money was coming in to the Perico deal (as debt from the seller of the Perico property).

I am working with a Deutsche bank investment banker to find a new private equity partner. In the meantime, our deal for the 11,120 acre property in Perico, TX is on hold.

Rabobank - has indicated they are willing to do the Perico deal subject to proper structure. They are also willing to work on finding up to \$100K of seed funds if the need recurs. We'll have to see what the Deutsche banker comes up with.

Bottom line - we are 3-6 months out on the Perico deal if it holds together (does not get sold out from under us as the last deal in Perico did just two weeks ago).

Oregon - still no news on when the fund will be up and running. We have a prospective partner for a ranch in eastern Oregon - they would own the ranch, we would run it. The Oregon fund would provide our equity capital. So, assuming the Oregon fund actually makes it into being, we have a reasonable chance of having a viable project in Oregon.

I'll keep you informed - bad news and good.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Friday, February 1, 2013 10:19 AM
To: David Moore
Subject: Blackpool Declines

David - Unfortunately, despite all the efforts made by you and Mr. Podzemny to work through a difficult issue, Blackpool has decided not to reissue a term sheet to Winnett Perico. Therefore, there is virtually no possibility of a February 28th closing. I apologize for this but it is out of my hands.

I will be working with my contact at Deutsche Bank to find another equity sponsor. I continue to be strongly interested in Mr. Podzemny's property and will keep you informed of our progress. Realitically, we are looking at a 3-6 month delay as the new equity sponsor will have to work through their due diligence.

Again, my apologies for the delay. I am deeply embarassed by this turn of events.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Saturday, February 2, 2013 8:19 PM
To: Daniel Weiner
Subject: RE: Dynamic Organic Foods Company

Daniel - Thanks for your interest. I look forward to speaking with you. I'll call you on Monday. Is there a particular time you would like me to call?

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

To: [REDACTED]
Subject: Re: Dynamic Organic Foods Company
From: [REDACTED]
Date: Sat, 2 Feb 2013 20:10:43 -0500

Hi Dennis,

Thanks for reaching out. I'd be happy to have a call with you to learn more about your company and to tell you a bit more about Arlon. Unfortunately though I think the company and investment size may be a bit smaller than our thresholds.

Thanks,

Daniel

Daniel Weiner

Arlon Group LLC
277 Park Avenue, 50th floor
New York, NY 10172
Tel: [REDACTED]
Fax: [REDACTED]
www.arlongroup.com

From: Dennis Brewer <[REDACTED]>
To: ArlonCapitalPartners,
Date: 02/01/2013 03:16 PM
Subject: Dynamic Organic Foods Company
Sent by: <[REDACTED]>

Dynamic organic foods company seeks expansion capital.

Regards, Dennis

Dennis Brewer
WinnettOrganics

[REDACTED] or [REDACTED]

www.winnettorganics.com

Organic Supply Chain Specialists

[attachment "WinnettOrganics Podzemny Proforma 130128.xlsx" deleted by Daniel

Weiner/Investments/NycCorp/Conti] [attachment "WO Podzemny Business Plan 130128.pdf" deleted by Daniel

Weiner/Investments/NycCorp/Conti]

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[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Saturday, February 2, 2013 8:19 PM
To: Daniel Weiner
Subject: RE: Dynamic Organic Foods Company

Daniel - Thanks for your interest. I look forward to speaking with you. I'll call you on Monday. Is there a particular time you would like me to call?

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

To: [REDACTED]
Subject: Re: Dynamic Organic Foods Company
From: [REDACTED]
Date: Sat, 2 Feb 2013 20:10:43 -0500

Hi Dennis,

Thanks for reaching out. I'd be happy to have a call with you to learn more about your company and to tell you a bit more about Arlon. Unfortunately though I think the company and investment size may be a bit smaller than our thresholds.

Thanks,

Daniel

Daniel Weiner

Arlon Group LLC
277 Park Avenue, 50th floor
New York, NY 10172
Tel: [REDACTED]
Fax: [REDACTED]
www.arlongroup.com

From: Dennis Brewer <[REDACTED]>
To: ArlonCapitalPartners,
Date: 02/01/2013 03:16 PM
Subject: Dynamic Organic Foods Company
Sent by: <[REDACTED]>

Dynamic organic foods company seeks expansion capital.

Regards, Dennis

Dennis Brewer
WinnettOrganics

[REDACTED] or [REDACTED]
www.winnettorganics.com

Organic Supply Chain Specialists

[attachment "WinnettOrganics Podzemny Proforma 130128.xlsx" deleted by Daniel

Weiner/Investments/NycCorp/Conti] [attachment "WO Podzemny Business Plan 130128.pdf" deleted by Daniel

Weiner/Investments/NycCorp/Conti]

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[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Sunday, February 3, 2013 1:58 PM
To: Don Morse; Dennis Merck; [REDACTED]
Subject: Arlon
Attachments: WinnettOrganics Podzemny Chess Proforma 130204.xlsx; WO PodzemnyChess Business Plan 130204.docx

Here are the Business Plan and proforma for the Arlon Group discussion I will be having on Thursday. It is based upon an investment of \$20 million. For more info on Arlon, see <http://www.arlongroup.com/InvestmentGroups/CapitalPartners.aspx>

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Sunday, February 3, 2013 1:55 PM
To: [REDACTED]
Subject: Arlon Group
Attachments: WinnettOrganics Podzemny Chess Proforma 130204.xlsx; WO PodzemnyChess Business Plan 130204.docx

I've started a dialog with Arlon Group (Continental Grain's investment arm) on a larger project involving a \$20 million equity investment. The Business Plan is attached. I'm scheduled to present on Thursday, 2/7 in a call with an Associate in NYC. I'll let you know how it develops.

I have a number of other feelers out to investment groups as well. Arlon is the most promising so far.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Thursday, February 7, 2013 1:01 PM
To: David Moore
Subject: No spring closing

David - Our conversation with Arlon has concluded for now. There will be no investment this spring by Arlon and we do not have anyone else cued up for that role at the moment. I believe we're looking at fall at the earliest for a closing on the Podzemny property. Our interest in the Chess Capital property would only be resurrected if Arlon again becomes interested. As I said before, it was a long shot. Thanks for your help.

I'll be back in touch when I have a specific proposal to make for the Podzemny property.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Friday, February 8, 2013 10:41 AM
To: [REDACTED]
Subject: Ad for VP Capital Markets

RJ - Since you have not responded, I take it you are no longer interested in this position. Here is my ad going in Craigslist next week. If you know of someone who might be interested, please feel free to have them email me directly with their resume. Thanks and best of luck at Deutsche.

Vice President Capital Markets

Dynamic organic foods company seeks VP – Capital Markets. Raise \$8 million this year and make \$600,000! Raise \$10 million, make \$900,000. Position requires prior experience in capital markets, especially alternative investments. Pure commission, get rewarded for your efforts at closing of each tranche of funding. This is an exceptional opportunity for the entrepreneurially motivated individual achiever to be a key player in a fast paced environment. Permanent position, reports to CEO.

Pure commission to \$900,000 first year.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

[REDACTED]

From: Dennis Brewer <[REDACTED]>
Sent: Friday, February 13, 2015 1:23 PM
To: Anthony P. Melino
Subject: RE: Eliassen Group Follow-Up
Attachments: Dennis Brewer Resume 3.pdf

Tony - You can view my up to date experience at LinkedIn or my resume. Confidentially, I am currently talking to Gartner about a corporate VP position in their consulting ranks and would be interested in similar positions.

Regards, Dennis

Dennis Brewer

> From: [REDACTED]
> To: [REDACTED]
> Subject: Eliassen Group Follow-Up
> Date: Fri, 13 Feb 2015 18:16:34 +0000
>
> Dennis,
>
>
> My name is Tony Melino with Eliassen Group, a national IT consulting firm based in Wakefield MA. The reason for reaching out today is because I saw an older version of your resume in my database and wanted to see if you were in the market for any job opportunities. What projects are you working on these days? What type of job would you be interested in and excited about?
>
> Let's see if we can schedule a few minutes to talk about your current situation and how Eliassen and I might be able to help. Meanwhile, feel free to reach out directly if you like, my contact info is below.
>
> I also wanted to mention that we have a great referral program! If you refer a friend or someone to me and get hired, you will get \$1000. Please let me know if you have any questions and have a great day.
>
>
>
> Best,
>
> Tony Melino
> Technical Recruiter
>
>
>
> Eliassen Group

> 30 Audubon Road, Wakefield, MA 01880
>
> T: [REDACTED]
> C: [REDACTED]
> www.eliassen.com<http://www.eliassen.com>
>

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Monday, March 11, 2013 8:02 PM
To: Charles Jackson
Subject: RE: Winnett Organics financing
Attachments: WinnettOrganics Podzemny Proforma 130211.xlsx; WO Podzemny Business Plan 130211.pdf

Mr. Jackson - Thank you for your interest in WinnettOrganics. We have all the pieces in place to make excellent progress, including a good relationship with Rabobank. Rabobank is familiar enough with our company that they have greenlighted this project, subject to a review of our equity financing. We have not yet secured our equity financing and would be very interested in discussing the company and your investment interest.

We have selected another piece of property in Dalhart to give us even greater operating leverage than the one in the plan you reviewed. I am attaching our current Business Plan and Financial/Operating model for your review. The Business Plan is very similar to the one you read but does have a larger land base and hence a larger revenue and profit. You'll note that it starts with the 2014 crop year. However, we can make things happen more quickly depending upon the timing of our equity financing. So, its still possible to generate \$8 million in revenue, and a profit, in 2013 from corn and soybeans.

Please contact me when it is convenient to discuss your interest. I look forward to speaking with you.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

Date: Mon, 11 Mar 2013 14:32:09 -0700
Subject: Winnett Organics financing
From: [REDACTED]
To: [REDACTED]

Mr. Brewer,
My name is Charles Jackson. I saw your funding request on funded.com
I read your business plan and it interested me. I'm a former trader-stockbroker, semi-retired investment banker, farmer and rancher. I now live in the upper mid-west in grain and cattle country. I lived in San Antonio TX for a number of years. I've been to Dalhart numerous times, more so Amarillo, Canadian, and Perryton. I

know the territory. Know where most of the feedlot's are in TX, CO, KS and NE are. I believe your business model and forward going business strategy is upon us. I don't know if you have received your funding yet, but if you would like to discuss with me your financing request and our investor interest I can be reached at [REDACTED] or by cell [REDACTED]

Thanks,

Charles Jackson

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Wednesday, March 27, 2013 10:52 AM
To: EBB
Subject: RE: Lunch

See you then.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

Subject: Re: Lunch
From: [REDACTED]
Date: Wed, 27 Mar 2013 10:48:54 -0400
To: [REDACTED]

Sounds great Dennis.

Looking forward to it..

On Mar 27, 2013, at 8:35 AM, Dennis Brewer <[dennis](#) [REDACTED]> wrote:

Ethan - If you are available, let's have lunch at GustOrganics on Wednesday, April 3rd at noon. GustOrganics is located at 519 Ave of the Americas.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
[www.winnettorganics.com](#)
Organic Supply Chain Specialists

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Monday, May 13, 2013 9:50 AM
To: [REDACTED]
Subject: RE: Financing
Attachments: WinnettOrganics Podzemny Proforma 130325.xlsx; WO Business Outline Revised 130325.pdf; WO Podzemny Business Plan 130325.pdf; WO Podzemny Executive Summary 130325.pdf; SERVICES AGREEMENT Consultant Capital Markets.docx

Richard - Thanks for your interest in assisting us with this \$8 million financing. Attached please find our current documentation and a services agreement. Please call me at your convenience to discuss.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

From: [REDACTED]
Date: Thu, 9 May 2013 07:46:26 -0400
Subject: Re: Financing
To: [REDACTED]

Good Morning Dennis:

Thank You.

Yes, I am very interested in organics as this will be an important area as it is beginning with new restaurants here. I can see this trend quite clearly as have been to a presentation of an organic company recently. It has indeed begun and will only accelerate.

Let's speak today. I will be in a conference and will call you. Looking forward to being of assistance.

My Mobile: [REDACTED]

Very Best,
Richard

In a message dated 5/6/2013 1:46:02 P.M. Eastern Daylight Time, [REDACTED] writes:

Richard - I am contacting you to find out if you have any interest in assisting in the financing of WinnettOrganics. A brief Business Summary is attached to refresh your memory.

Regards, Dennis

Dennis Brewer
WinnettOrganics

[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

=

CONSULTING SERVICES AGREEMENT

Winnett Perico, Inc. (Company) desires to obtain the services of Ethan Blum (Consultant) and Consultant desires to provide said services to Company.

The parties agree as follows:

1. **Responsibilities.** Consultant is not an Employee of Company. Consultant will have responsibility for raising equity capital and will report to the Chief Executive Officer. During the term of this Agreement, Consultant will not, directly or indirectly, engage or participate in any business that is competitive in any manner with the business of the Company.
2. **Compensation.** Consultant shall be paid seven and one-half percent (7-1/2%) of all equity capital raised by Consultant, within seven (7) days of closing of each tranche of equity funding. If Consultant raises at least \$10,000,000 in 2013, Consultant shall receive a \$150,000 bonus. All amounts paid shall be reduced by any withholdings required by law.
3. **Reimbursement of Expenses.** Company shall reimburse Consultant for all reasonable travel and other expenses incurred or paid by Consultant in connection with, or related to, the performance of Consultant's duties, responsibilities or services under this Agreement, upon presentation by the Consultant of documentation, expense statements, vouchers and/or such other supporting information in accordance with standard Company policies. Provided, however, that said reimbursement shall not occur prior to the closing of first tranche of equity raised by Consultant.
4. **Termination of Services.** Consultant's Services may be terminated by Company or Consultant at any time for any reason.
5. **Rights to Work Product.** All work products developed by Consultant pursuant to this agreement shall be property of Company, and Company shall hold all rights thereon, if any. Consultant hereby irrevocably transfers and assigns to Company any and all right, title, and interest in and to all work products, methods, procedures, diagrams, tables, databases, documentation, know-how, trade secrets, modifications, improvements, derivative works of the foregoing, and other information developed by Consultant in the performance of services under this agreement ("Work Product"), including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, know-how, and any and all other intellectual property rights therein (collectively, "Intellectual Property Rights"). Consultant further agrees that any Work Product developed in the course of performing services are "works for hire" under the Copyright Act and that Company shall be considered the owner of the Work Product. Consultant agrees to execute such documents, render such assistance, and take other such actions as Company may reasonably request to apply for, register, perfect, confirm, enforce, and protect Company's rights in the Work Product.
6. **Confidential Information.** Consultant acknowledges that in the performance of services Consultant may be granted access to, or there may be disclosed to Consultant, information, including research plans, fund proposals, methodology, know-how, data, trade secrets, technical information or other information that is confidential in nature and of great proprietary and

competitive value to Company. All such information, whether or not reduced to writing, patented, copyrighted, or trademarked, will be deemed "Confidential Information" unless the same (i) was in the public domain at the time it was disclosed; (ii) enters the public domain without violation of the agreement; (iii) was known to Consultant, without restriction as to use or disclosure, at the time of the disclosure; or (iv) becomes known to Consultant from a third party without breach of this agreement. Consultant will not disclose to any third party any Confidential Information without Company's written consent and will not use Confidential Information except to perform Consultant's obligations under this agreement. Notwithstanding anything in this agreement, Consultant may disclose Confidential Information pursuant to a Court order, provided that Consultant (i) first provides Company with prior written notice and an opportunity to oppose such disclosure; and (ii) reasonably cooperates with Company to limit disclosure of Confidential Information.

For purposes of this agreement, Work Product shall be considered Confidential Information of Company. Upon the expiration or termination of this agreement, Consultant will promptly notify Company of any Confidential Information in Consultant's possession or control, and in accordance with Company's instructions will promptly return all such Confidential Information. Consultant shall not retain any copy, duplicate, or note memorializing any such Confidential Information.

7. Authority. Company represents that Dennis Brewer, as its Chief Executive Officer, has due authority to execute and deliver this agreement on behalf of Company.
8. Successors. This agreement is binding on and may be enforced by Company and its successors and assigns and is binding on and may be enforced by Consultant and Consultant's heirs and legal representatives. Any successor to Company or substantially all of its business, whether by purchase, merger, consolidation, or otherwise, will in advance assume in writing and be bound by all of Company's obligations under this agreement.
9. Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Colorado.
10. Entire Agreement; Amendments. This agreement contains the entire agreement of the parties with respect to the matters contained herein and supersedes all prior written or oral agreements or understandings in respect thereof. No change, modification or waiver of any provision shall be valid unless in writing and signed by both parties.
11. Interpretation. No term, provision, or part of this agreement shall be interpreted for or against either party because that party or its legal representative drafted such term, provision or part of this agreement.
12. Waiver. The waiver of any breach of any provision of this agreement shall not constitute a waiver of any subsequent breach of the same of other provisions hereof.
13. Severability. Should any term, provision, or part of this agreement be declared void or invalid, the validity of the remaining terms, provisions, or parts shall not be affected.
14. Notice. All notices to be given by one party to the other under this agreement shall be given in writing and mailed or delivered to the other party at its address given to the other party for purposes of notice.

15. Attorneys' Fees. If any action is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

Consultant

By: 

Date: 6/20/13

Company

By: 

Date: 6/14/2013

Abacus Private Equity
Abbot Downing
Abernathy Group
Altima Partners
American Capital
American Securities Capital Partners
Argos Partners
Arlington
Arlon Group
Ballentine
Bertram Capital
Black River Asset Management
Capitaline Advisors (South Dakota/Minnesota)
Capitalline Advisors
Cartesian Capital
CDH Investments
Chicago Growth Partners
CITIC Group
Closed Loop Capital
Colorado Financial Holdings
Convergent Wealth Advisors
Cultivian
DCA Partners
Element Partners
Emerging Market Partners
Equilibrium Capital
Fox Paine (CA)
Gen Spring
Gennx 360
Global Environment Fund
Granite Creek
Greenbrier Equity
Greenway Family Office
Hancock Agricultural Investment Group
Helios Investment Partners
Hemenway & Barnes
Homrich Berg
Intermediate Capital Group, Inc (NYC)
International Farming
Jafco Ventures
Kholza Ventures
Kidd and Company
Legacy
Lugen
Massey Quick & Company
Mirador Family Wealth Advisors
New Island Capital

NGP Energy Capital Mgmt
Norwest Equity Partners
October Capital
Olympus Capital
One Equity Partners
One Equity Partners
Opal Financial
Ospraie
Paine & Partners
Parthenon Capital
Passport Capital
Pepper International
Physic Ventures
Picairn
Prime Natural Resources
Prudential Ag
Rural America Fund
SAAM Partners
SCS Financial Services
Siguler Guff
Silvercrest Asset Management
Solera
Sprott Resource Corp.
SRI Investing
Teays River Investments
Terraverde Capital
Threshold Family Office
Tolleson Wealth Management
Trans-Atlantics LLC
Tricor Pacific Capital
US Venture Partners
Working Farms Capital

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Tuesday, July 16, 2013 3:33 PM
To: Dave Wylly
Subject: Agreement, KPMG Report
Attachments: KPMG FoodandBeverage_Spring2011 EBITDA Multiples.pdf; SERVICES AGREEMENT
Capital Markets.docx

Dave - Good to speak with you. Here are the documents we discussed.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Friday, August 9, 2013 8:48 AM
To: Charles Jackson
Subject: RE: Longtime no hear

Charles - First and foremost, congratulations on your marriage. I hope you and your wife have many happy years together.

Second, I accept your generous offer. I will have the \$750 to you by the end of August, sooner if I can. Where shall I send the check? Once you have check in hand I will send you an updated Business Plan et al.

Third, I would like you to come to NY in September so we can meet and I can introduce you to a private equity portfolio manager. He runs a \$275 million fund with a partner. He's the one who turned me down after putting together a Term Sheet for me. Even if we are unable to persuade him of the wisdom of this project, there may be other projects of yours that would interest him - now or in the future. I'd also like to introduce you to a debt finder, and to an analyst who works for one of our local billionaires here in New York. They could be good contacts for you.

Fourth, I realize you are doing this because you want to get paid but I appreciate you going out of your way for me like this. Thank you.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

Date: Tue, 6 Aug 2013 11:43:00 -0700
Subject: Re: Longtime no hear
From: [REDACTED]
To: [REDACTED]

Dennis,
Glad to see you're still pursuing your project. Since I've last talked to you I've re-married after many years of being single and I now live in Columbus OH. My wife are building a summer home in Montana. It's God's country. I was very fortunate to find a wonderful woman like her, she is a lady of financial means, a great business lady, a chemist and advocate of hormone free beef. If it's got hormones in it, we don't eat it. My wife likes your project and thinks it has merit. My wife has invested in several projects I'm involved with. Here are the conditions I will work with you to complete the project. I don't care if you have a 100 bankers helping you. I will have a tight NDA with them and the reverse applies also. I will work as a team with them. If you mention the word Private Placement Memorandum, my wife and I are out the front door. At the closing of any money I raise I want all my plane tickets, rental cars, hotels and food money back right off the top. I will want a 5% placement fee on the gross amount. As far as ownership is concerned I'll have to discuss that with my wife. My wife thinks the process is worth pursuing but not if you don't have

any skin in the game and sweat equity ain't no good. If she and I are going to fly around God's creation on our nickel some are going to have some cash in the game. Here's a ridiculous offer. I'm top tier flyer with American Airlines, but my wife isn't yet. Anybody who flies as my companion flies first class at coach rate. I want you deposit \$750 bucks in my American Airlines upgrade account so my wife can fly first with me. Dennis, we really want to help, maybe my wife's balance sheet might be able to help us No promises. But like my wife said if this man can't come upwith \$750 dollars, he's got a tough road to hoe to make this project work. And for your information one of the largest up-scale restuarants in America just bought a big cattle ranch in Hawaii to produce hormone free beef for those markets. My Texas partner and I have an inside position with this chain. Let me know what you want to do my friend.

Thanks,
Charles

On Mon, Aug 5, 2013 at 8:24 AM, Dennis Brewer <[dennis](#) [REDACTED]> wrote:

Hi Charles - Good to hear from you!

Am in the process of negotiating away a significant share of the company (pre-money) for investment banking services as I can't afford upfront fees and expenses. (If you have an interest in providing services in return for a significant share of the company, I'd be interested in discussing that approach. Your qualifications are excellent, I just can't afford the front end fees and expenses.)

Had a potentially interested party the other day for a \$2-5 million piece but I'm unable to make the deal work at less than \$8 million. A couple of others have thought the project to be compelling - just not in their scope of investments. So, things are moving along in their usual manner.

Despite the decline in futures prices, the short and long term outlook remain bright for the business. It's just a matter of time before I'll find the right combination of interested parties once again. (As you'll recall, I did have this thing to Term Sheet once already.)

Thanks for checking in on me - I appreciate it.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

Date: Mon, 5 Aug 2013 07:45:58 -0700

Subject: Longtime no hear

From: [REDACTED]

To: [Dennis](#) [REDACTED]

Dennis,

I hope you are doing well. On was on a large cattleranch the other day and I thought of you. How's your project coming along?

Charles Jackson

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Tuesday, September 3, 2013 5:41 PM
To: Charles Jackson
Subject: RE: Business Plan et al

Charles - No problem.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

Date: Tue, 3 Sep 2013 14:35:46 -0700
Subject: Re: Business Plan et al
From: [REDACTED]
To: [REDACTED]

Thanks Dennis.
Ask me to raise 10 to 50 million I can do. That's why I have great detailed people like you and my wife around me to take care of these types of details.(HA)
Talk to you soon.
Charles

On Tue, Sep 3, 2013 at 12:50 PM, Dennis Brewer <[dennis](#) [REDACTED]> wrote:

Pay To Account

Charles Jackson

PO Box 28344
Columbus, OH 43228

[Edit Pay To account information](#)

[Delete Pay To account](#)

Charles - Above is address from online bill pay system - it checks out fine.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

Date: Tue, 3 Sep 2013 12:45:03 -0700

Subject: Re: Business Plan et al

From: [REDACTED]
To: [dennis](#) [REDACTED]

Dennis,
Thanks for looking into the checking info. You did send the check to my POBox 28344 Columbus OH 43228 payable to Charles Jackson. Right. That POBox has nothing to do with our checking account.
Thanks

On Tue, Sep 3, 2013 at 11:06 AM, Dennis Brewer <[dennis](#) [REDACTED]> wrote:

Pay To	Amount	Pay From	Deliver By
Charles Jackson	\$750.00	MYACCESS CHECKING-5308	08/29/2013

Confirmation Number: G55NY-LS5JK

Payment check # **8846363** was sent to **Charles Jackson** on **08/28/2013** and delivered on **08/29/2013**. Funds were withdrawn from your **MYACCESS CHECKING-5308** account on **08/29/2013**.

If you have a question about this payment, click **Inquire About Payment** to send a message to customer service.

[Inquire About Payment](#) [Return to Previous](#)

Charles - Above is info I have on your check - should already be there according to the bank. I had one delivered late a few months back but no other issues with their bill pay system. I'd suggest waiting a few days and see if it shows up. I look forward to your call later in the week.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

Date: Tue, 3 Sep 2013 10:58:05 -0700
Subject: Re: Business Plan et al
From: [REDACTED]
To: [dennis](#) [REDACTED]

Good Afternoon,
Going through the businessplan today and taking notes. Lots of things happening in the beef hormone market. Gail and I will call you later in the week to get down to the nitty gritty. By the way, I went to the mailbox today to check on my passport today and ckecked our PO Box and still have not received your check. We've had a bunch of trouble with them as late about our mail delivery. Please give us an update please thanks.
Charles

On Mon, Aug 26, 2013 at 4:24 AM, Charles Jackson
<[REDACTED]> wrote:

Very good,
We will begin re-examining the businessplan in detail mid-week.
Thanks,
Charles

On Sun, Aug 25, 2013 at 5:26 PM, Dennis Brewer
<[dennis](#) [REDACTED]> wrote:

Charles - Attached please find the Business Plan, Summary, and the Excel spreadsheet including the Proforma. Your check will be mailed on Tuesday. I'm looking forward to working with you.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Tuesday, October 15, 2013 2:00 PM
To: Charles Jackson
Subject: RE: LOI

Charles -- They provided the Term Sheet very quickly but then objected to the fact I was borrowing the \$500K for management investment. There were some other miscellaneous issues but that was their primary objection.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

Date: Tue, 15 Oct 2013 10:41:08 -0700
Subject: Re: LOI
From: [REDACTED]
To: [REDACTED]

Dennis,
Just reviewed the LOI. What was there specific reason for not moving forward?FYI, I spoke with Blackpool last year on another deal I was working on. They were all talk and no do.
Charles

On Tue, Oct 15, 2013 at 7:55 AM, Dennis Brewer <[dennis](#)> [REDACTED] wrote:

Charles - LOI is attached. There is no documentation of the Rabobank agreement to fund debt. I received a verbal approval on a prior project (different parcel of property) but did not have the equity funding to follow through so it was sold out from under me in Feb this year. Rabobank is more than willing to have discussions with potential investors - they have told me the key to their financing is the strength of the investors. Also, local realtors have given me leads to other lenders and say the deal can get done in 60 days with any one of several local debt providers who know the property. I can explore these options in detail if needed when we have serious interest in completing the equity portion of the project.

Regards, Dennis

Dennis Brewer
WinnettOrganics

[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

Date: Tue, 15 Oct 2013 07:34:01 -0700

Subject: LOI

From: [REDACTED]

To: [Dennis](#) [REDACTED]

Dennis,

Hope all is well. Gail is feeling much better and I've been cleared by my doctors and they say Go for it, and live by our health rules. Dennis, can you e-mail me the LOI you said you received sometime back. Did you or did you not say that RaboBank would provide debt if we gathered the equity. If so, is there any documentattion of this. Gail will be e-mailing you on her e-mail asking more technical questions. I'm on the fundraising side of the project. Gail has a technical thesis that she has that will prove to our investors hormone free beef and such is a viable investment. Talk to you soon.

Charles

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Monday, November 25, 2013 11:43 AM
To: Charles Jackson
Subject: RE: web-site

Impressive - especially the Martindale-Hubbell rating!

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

Date: Mon, 25 Nov 2013 08:34:20 -0800
Subject: web-site
From: [REDACTED]
To: [REDACTED]

Dennis,
The web-site www.sullivantradelaw.com is my lifelong attorney from Wahsington DC.
He can help us with EB-5 investors and other foreign entities in our project.
Thanks,
Charles Jackson

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Monday, December 2, 2013 5:11 AM
To: Ray Sullivan
Cc: Charles Jackson
Subject: Benibo

Ray - On an impulse, I did a Google search on the name Samuel Benibo this morning and turned up a fake investor from Nigeria who uses fees to collect from unwitting prospects. Let me do a little more research on this before you do any work on a Subordination Agreement.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Wednesday, December 4, 2013 1:39 PM
To: Salm Ben
Subject: RE: Attached promissory note

Samuel - Thank you for the executed Promissory Note. Please call between 9 A.M. and 5 P.M. Eastern time on [REDACTED] Thank you very much.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED] or [REDACTED]
www.winnettorganics.com
Organic Supply Chain Specialists

From: [REDACTED]
To: [REDACTED]
Subject: Attached promissory note
Date: Wed, 4 Dec 2013 18:33:06 +0000

Dennis,

Here is the signed / executed promissory note back to you. The wire instruction i will take it with the promissory note to my bank first thing tomorrow morning for payment and i will confirm to you the status. What is the convenient time to give you a call? And the phone number to call you.

Have a good day.

Samuel