

## FINDER & FINANCIAL AGREEMENT

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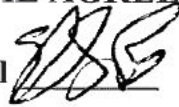
The fee for successful introductions by Finder to Issuer in the event of a Financial introduction either for loan, equity, lease, asset based line of credit, credit facility, debt restructure or payoff, joint venture, merger or acquisition, strategic alliance, or real estate/asset sale is outlined in item [2.1] below, and is to be paid by Issuer pursuant to this Agreement in the sum distributed and computed as follows:

The cash fee due from Issuer shall be payable to Finder through closing escrow or by Issuer at the discretion of Finder for the successful introduction for any loan, equity, lease, asset based line of credit, credit facility, debt restructure or payoff, joint venture, merger or acquisition, strategic alliance, or real estate/asset sale. The term "successful introduction" is defined as any lender or investor that Finder introduced to Issuer, where Issuer receives capital in the form of a loan, lease, equity, debt restructure or payoff, merger or acquisition, strategic alliance, or real estate/asset sale. The escrow agent or Issuer shall release the fee to Finder via wire transfer at the same time as the balance of investor funds is released to Issuer.

2.1 – A one percent 1% fee of the total amount invested by Investor.  
The fee distribution is defined in the form of cash.

## FINDER & FINANCIAL AGREEMENT

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### 3. OTHER

3.1 Any arrangements made by Issuer with any broker or other people with whom Issuer is or may be involved are the total responsibility of Issuer. Upon payment made by Issuer to Finder of Finder's fee, Finder will hold Issuer free and harmless from any and all claims, liabilities, commissions, fees or expenses in connection with the transaction from any party who alleges a relationship with or through Finder and the Investors.

3.2 This Agreement contains the entire agreement between Finder and Issuer concerning the introduction of Investors to Issuer and correctly set forth the rights and duties of each of the parties to each other on this matter, and if any other agreement concerning the subject matter herein is entered into subsequent to the date of this Agreement; it is likewise null and void unless otherwise agreed to by the Issuer and the Finder. Any agreement or representation concerning the subject matter of this Agreement or the duties of Finder to Issuer in relation thereto, not set forth in this Agreement, is null and void.

3.3 This Agreement shall be governed by the laws of the State of Virginia. Any dispute, action or claim under this Agreement shall be resolved, to the exclusion of all other forums, in Supreme Court, Brunswick County, State of Virginia.

3.4 Issuer's disclosure and obligation to make true statement of facts to Finder and Investor(s) are set forth in Investor(s) application. Issuer shall provide Finder and Investor(s) all material facts relative to this application. Issuer agrees to save and hold Finder harmless from all claims, disputes, litigations and/or judgment arising from incorrect information supplied by Issuer or from any material fact known by Issuer which Issuer fails to disclose.

3.5 Issuer understands that an Investor(s) may require a cash deposit prior to issuance and acceptance of a loan commitment. Any such deposits will be collected and retained by the Investor(s), subject to the Investor(s) policies and procedures.

3.6 Issuer warrants that he or she has the authority to execute this Agreement. The Issuer and Finder further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.

## FINDER & FINANCIAL AGREEMENT

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3.7 Finder is not registered with the SEC as a broker/dealer or investment advisor and as a consequence, Finder will not provide any investment services that require registration as a broker/dealer or investment advisor. Finder shall act as an introducing party only. Finder will not advise any person or entity on the merits of lending money to, purchasing an equity interest or purchasing assets from the Issuer. Finder will not advise the Issuer with regard to terms and conditions of a transaction with any person or entity introduced by Finder to the Issuer.

3.8 A facsimile of this document shall be deemed and considered as an original, binding and enforceable document.

IN WITNESS WHEREOF, the within Agreement has been executed by a duly authorized officer and representative of each party who has signed it after all due corporate authority has been granted to each signatory on the date indicated below and shall be binding upon and inure to the benefit of each party's respective successor and assign.

William Hoyle Financial, LLC ("Finder")

By:   
William Hoyle, Principal

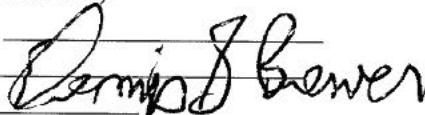
Date: \_\_\_\_\_

Winnett Perico, Inc ("Issuer")

Dennis Brewer Title: \_\_\_\_\_

Sign: \_\_\_\_\_

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







## FINDER & FINANCIAL AGREEMENT

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This Finder & Financial Agreement is made and entered into this 21<sup>st</sup> day of February, 2014, by and between Winnett Perico, Inc. whose address is 1635 Foxtail Drive, Loveland, CO (the "Issuer"), and William Hoyle Financial, LLC whose address is 7400 Beaufont Springs Drive, Suite 300, Richmond, VA (the "Finder"), hereinafter collectively referred to as the "Parties."

### 1. THE AGREEMENT

1.1 Issuer is to be part of any loan, equity investment, lease, asset based line of credit, credit facility, debt restructure or payoff, joint venture, merger or acquisition, strategic alliance, or real estate/asset sale, (the "Transaction"). The Transaction shall be on terms and conditions satisfactory to Issuer. As a result of the introduction made through Finder to an Investor (either a single investor, several investors, institutions, banks, advisory firms, venture capitalist or fund managers referred to herein as "Investor") or any related entity under Investors control, should all or any part of the Transaction be placed with investors, issuer shall owe Finder the fees described herein. Should Issuer close on any introduced transactions under this Agreement, that in itself shall serve as proof that the Transaction met the terms and conditions that were satisfactory to Issuer.

1.2 It is acknowledged by Issuer that: Finder has acted solely as a finder and not in any other capacity. Finder has not advised Issuer in any manner regarding the merits of this or any other financing arrangement; Issuer has consulted its own counsel on all aspects of this Transaction and has done its own due diligence to its satisfactions; Finder has not made any representations to Issuer to induce it into this Agreement.

1.3 Issuer shall be under no obligation to pay Finder where the introduced source has offered to purchase all or part of the Transaction unless accepted by Issuer. For purposes of this Agreement, the total amount due Finder shall be due and payable on the date of the closing. Issuer shall be under no obligation to consummate any such Transaction, except upon such terms as shall be acceptable to Issuer in its sole discretion.



## FINDER & FINANCIAL AGREEMENT

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1.4 The undersigned parties hereby irrevocably agree not to circumvent, avoid, bypass or obviate each other, directly or indirectly, to avoid payment of fees or commissions in any transaction with any institution, fund, corporation, partnership or individuals, revealed by either party, to the other (excluding those previously known to the other party defined with aged documentation), in conjunction with any Transaction (including the purchase and sale of any real estate or asset) or currency exchange, or any loans, or collateral, or funding(s), or addition, renewal, extension, rollover, renewal, amendment, renegotiation, new contracts, parallel contract, agreements, or third party assignments thereof. The Issuer agrees and covenants that he or she will not directly, or indirectly, or in conjunction with any other person, company, partnership or corporation, apply to the investors to whom Finder has submitted a loan application, except through Finder, for a period of 36 months, otherwise the Issuer shall be liable to Finder for the Fee described in [2.1] of this agreement whether or not Issuer receives capital from any introduced investors from Finder.

1.5 This Agreement between Issuer and Finder will expire Thirty Six (36) months from the date first above at which time neither party will have any obligations towards the other party unless introduced Investors are negotiating with Issuer at expiration time or after, then this Agreement will survive until such time as the active dealings either terminated or a Transaction is closed.

### 2. THE FEE

The fee from Issuer for retaining Finder to introduce various financial and investment sources will be a fee of \$-0- due upon the signing of this Agreement. This fee will be refunded except for administrative cost if Finder or sources do not approve a transaction with Issuer. However, if Finder or sources approve a transaction and Issuer receives a written Letter of Intent from Finder or sources and Issuer fails to honor or complete said Letter of Intent for any reason...all earnest money stated above will be considered earned income for Finder. Furthermore, if Issuer provides documents to Finder in consideration for a loan that contains false information or misrepresentation of the truth or facts, then the fee indicated above of this agreement is deemed non-refundable and earned by Finder. The fee indicated above in this agreement can not be applied to or be used towards any equity injection, down payment or financial projections required by investor.

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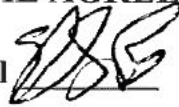
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The cash fee due from Issuer shall be payable to Finder through closing escrow or by Issuer at the discretion of Finder for the successful introduction for any loan, equity, lease, asset based line of credit, credit facility, debt restructure or payoff, joint venture, merger or acquisition, strategic alliance, or real estate/asset sale. The term "successful introduction" is defined as any lender or investor that Finder introduced to Issuer, where Issuer receives capital in the form of a loan, lease, equity, debt restructure or payoff, merger or acquisition, strategic alliance, or real estate/asset sale. The escrow agent or Issuer shall release the fee to Finder via wire transfer at the same time as the balance of investor funds is released to Issuer.

2.1 – A one percent 1% fee of the total amount invested by Investor.  
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### 3. OTHER

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3.2 This Agreement contains the entire agreement between Finder and Issuer concerning the introduction of Investors to Issuer and correctly set forth the rights and duties of each of the parties to each other on this matter, and if any other agreement concerning the subject matter herein is entered into subsequent to the date of this Agreement; it is likewise null and void unless otherwise agreed to by the Issuer and the Finder. Any agreement or representation concerning the subject matter of this Agreement or the duties of Finder to Issuer in relation thereto, not set forth in this Agreement, is null and void.

3.3 This Agreement shall be governed by the laws of the State of Virginia. Any dispute, action or claim under this Agreement shall be resolved, to the exclusion of all other forums, in Supreme Court, Brunswick County, State of Virginia.

3.4 Issuer's disclosure and obligation to make true statement of facts to Finder and Investor(s) are set forth in Investor(s) application. Issuer shall provide Finder and Investor(s) all material facts relative to this application. Issuer agrees to save and hold Finder harmless from all claims, disputes, litigations and/or judgment arising from incorrect information supplied by Issuer or from any material fact known by Issuer which Issuer fails to disclose.

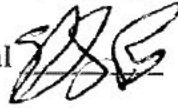
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3.6 Issuer warrants that he or she has the authority to execute this Agreement. The Issuer and Finder further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.



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3.7 Finder is not registered with the SEC as a broker/dealer or investment advisor and as a consequence, Finder will not provide any investment services that require registration as a broker/dealer or investment advisor. Finder shall act as an introducing party only. Finder will not advise any person or entity on the merits of lending money to, purchasing an equity interest or purchasing assets from the Issuer. Finder will not advise the Issuer with regard to terms and conditions of a transaction with any person or entity introduced by Finder to the Issuer.

3.8 A facsimile of this document shall be deemed and considered as an original, binding and enforceable document.

IN WITNESS WHEREOF, the within Agreement has been executed by a duly authorized officer and representative of each party who has signed it after all due corporate authority has been granted to each signatory on the date indicated below and shall be binding upon and inure to the benefit of each party's respective successor and assign.

William Hoyle Financial, LLC ("Finder")

By:   
William Hoyle, Principal

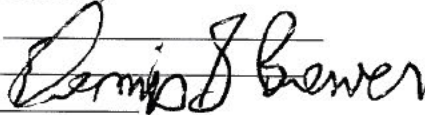
Date: \_\_\_\_\_

Winnett Perico, Inc ("Issuer")

Dennis Brewer Title: \_\_\_\_\_

Sign: \_\_\_\_\_

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



[REDACTED]

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**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** <[REDACTED]>  
**To:** [REDACTED]  
**Subject:** RE: Oregon Ranch

Stephen - Have you had a chance to review our materials?

Regards, Dennis

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

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**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** RE: Oregon Ranch  
**Date:** Fri, 7 Feb 2014 14:11:20 -0500

Mitch - Thank you.

Regards, Dennis

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

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**To:** [REDACTED]  
**CC:** [REDACTED]  
**Subject:** Re: Fw: Oregon Ranch  
**From:** [REDACTED]

Date: Fri, 7 Feb 2014 11:08:29 -0800

Dennis - nice to meet you over email. Stephen Domeier (copied above) is our lead guy in Oregon and will take a look at the material and get back to you with our thoughts.

Bill - thanks for the referral and hope 2014 is off to a good start for you!

---

**Mitch Reed**

Managing Director

**Prudential Capital Group**

Ph: [REDACTED] | Fax: [REDACTED]  
[REDACTED]

From: William Beyer/PAMG/Prudential  
To: Mitchell Reed/PAMG/Prudential@Prudential,  
Cc: [REDACTED]  
Date: 02/07/2014 10:34 AM  
Subject: Fw: Oregon Ranch

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Mitch,

Hope all is well with you. Please meet Dennis Brewer, a principal in Winnett Organics. They are buying a 22,000 acre deeded cattle ranch in eastern Oregon, east of Prineville. Their plan is to convert this property into an organic farm growing a number of products. I think the financing request is better suited for your group as we would only underwrite as a 2,200 cow cattle ranch.

Dennis, Mitch supervises the Prudential Capital Group office in San Francisco. If they have an interest he can direct you to the appropriate person.

Good luck.

Bill

----- Forwarded by William Beyer/PAMG/Prudential on 02/07/2014 10:25 AM -----

From: Charles Jackson <[REDACTED]>  
To: William Beyer <[REDACTED]>  
Date: 01/31/2014 12:31 PM  
Subject: Oregon Ranch

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William,

Looking forward to speaking with you. Please click on the link below and review. We have 21000 acres of the Gutierrez Ranch under contract. The ranch is operational.

Alberts Organics has quoted their fall live produce prices for all of our root vegetables and they were more than we expected. Charlie's Produce out of Seattle wants to market our produce under their FARMERS OWN brand, so we will see. Look forward to talking with you the first of the week.



Thanks,  
Charles Jackson

[http://www.ranchland.com/gutierrez-cattle-company-oregon-ranch-and-cattle-1281\[attachment "WO Crook County Business Plan 140124.pdf" deleted by Mitchell Reed/PAMG/Prudential\] \[attachment "WO Business Summary 140124.pdf" deleted by Mitchell Reed/PAMG/Prudential\]](http://www.ranchland.com/gutierrez-cattle-company-oregon-ranch-and-cattle-1281[attachment%20%22WO%20Crook%20County%20Business%20Plan%20140124.pdf%22%20deleted%20by%20Mitchell%20Reed/PAMG/Prudential%22%20attachment%20%22WO%20Business%20Summary%20140124.pdf%22%20deleted%20by%20Mitchell%20Reed/PAMG/Prudential%22])

[REDACTED]

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**From:** [REDACTED] on behalf of Dennis Brewer  
<[REDACTED]>  
**Sent:** Wednesday, February 26, 2014 3:51 PM  
**To:** Ray Sullivan  
**Subject:** Business Plan  
**Attachments:** WinnettOrganics CrookCounty Proforma 140203.xlsx; WO Business Summary 140203.pdf; WO Crook County Business Plan 140203.pdf

Ray - Thanks for taking the time to drive up here. It was good to meet you. Here is the current Business Plan and proforma.

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Supply Chain Specialists*

[REDACTED]

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**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Thursday, February 27, 2014 9:02 AM  
**To:** Prince Zayid Mohammed  
**Subject:** Attorney Not Listed

Your Royal Highness Prince

I cannot find the attorney assigned to you anywhere in the Malaysian Bar Association directory so I am not comfortable sending him any money. Can you see if the bank will assign you another attorney who is listed in the Malaysian Bar Association directory and therefore authorized to practice law in Malaysia?

Thank you very much for your attention to this matter. I apologize for any inconvenience but want to make sure this transaction is successful.

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Supply Chain Specialists*



[REDACTED]

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**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Friday, February 28, 2014 10:33 PM  
**To:** Prince Zayid Mohammed  
**Subject:** RE: I DONT DO BUSINESS LIKE THAT

Your Royal Highness Prince

Thank you very much for your understanding. We do need to move quickly as the Chinese are interested in the ranch for its water. They will be inspecting the ranch on March 15th. The broker is also showing the ranch to some people from California on Monday. Would it be possible for you to send enough money so we could secure the ranch in escrow before you come to visit? That \$700,000 for the escrow would be refundable if a transaction does not occur.

I will give you basic wiring instructions now so you have them if you decide to go ahead with this \$700,000 to be used for escrow.

SWIFT: BOFAUS3N  
Wire Routing Number: [REDACTED]  
Account: 898063784805

Bank of America  
[REDACTED]

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Supply Chain Specialists*

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**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** RE: I DONT DO BUSINESS LIKE THAT  
**Date:** Sat, 1 Mar 2014 03:23:38 +0000

SALAAM DENNIS,

I CAN UNDERSTAND YOU BETTER NOW AND I DONT EXPECT THAT TO BE AN ISSUES ALSO. MIND YOU THE ATTORNEY HAS THE FINAL SAY ON THISE.

MOREOVER I WONT BE SENDING THE FUNDS NOT UNTIL I SEE THE RANCH I AM INVESTING THAT HUGE AMOUNT ON. I WILL BE IN THE USA ONCE YOU'RE THRU WITH THE ATTORNEY.

THANK YOU FOR YOUR TIME DENNIS.

MA SALAAM

PRINCE ZAYID MOHAMMED.

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From: [REDACTED]  
To: [REDACTED]  
Subject: RE: I DONT DO BUSINESS LIKE THAT  
Date: Fri, 28 Feb 2014 13:24:40 -0500

Your Royal Highness Prince

I am still trying to borrow the money needed to pay the attorney but have not been successful as yet. I will be in contact with the attorney once he is back to work and attempt to get him to waive his retainer and we can pay him at the end of the month. I may also have my attorney and/or investment banker contact him. I am sorry that such a small matter has turned into a big deal but I simply do not have the money available now.

Regards, Dennis

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

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From: [REDACTED]  
To: [REDACTED]  
Subject: I DONT DO BUSINESS LIKE THAT  
Date: Fri, 28 Feb 2014 18:07:28 +0000

SALAAM DENNIS,

I GOT YOUR MAIL AND I WAS VERY DISSAPOINTED IN EVERYTHING YOU SAID. I DONT THINK WE CAN HAVE ANY TRANSACTION IF YOU CANT DO WHAT MY ATTORNEY INSTRUCTED YOU TO DO.

YOU ASKED TO DEDUCT FROM THE FUNDS I AM TRYING TO MAKE AVAILABLE TO PAY THE ATTORNEY I DONT INVEST IN BUSINESS LIKE THAT.

MA SALAAM

PRINCE ZAYID MOHAMMED.

[REDACTED]

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**From:** [REDACTED] on behalf of Dennis Brewer  
<[REDACTED]>  
**Sent:** Saturday, March 1, 2014 10:46 AM  
**To:** Tawfeek Chiang  
**Cc:** Charles Jackson; Ray Sullivan  
**Subject:** RE: 86V65298MN544911B

We will do our best to get you the \$1550 as soon as possible.

Regards, Dennis

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

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Date: Sat, 1 Mar 2014 23:24:28 +0800  
Subject: 86V65298MN544911B  
From: [REDACTED]  
To: [REDACTED]

Dear Mr. Dennis Brewer,

I received an email from Raymond F. Sullivan introduced as the General Counsel of Winnett Perico on Friday 28 Feb 2014 concerning the joint venture between you and Prince Zayid Mohammed.

Raymond F. Sullivan is requesting for deferral of the retainer fee and i have professionally explained to him that the Retainer fee has to be paid before legal service can be rendered in this case.

I have collected all necessary information from Prince Zayid Mohammed and i have contacted his Account Manager concerning the transfer and the Account Manager is ready to proceed with the transfer once the legal documentations is done. I am required to prepare all necessary documentations from the court which must signed and approved by the law firm, accounting firm, consulting firm, and the financial firm of Malaysia. This documentations must pass through the legal processing before the Central Bank of Malaysia will approve the transfer of such amount of money

I will not be able to proceed with the work until the retainer fee is paid and i have informed Prince Zayid Mohammed that I would have to wait for you to pay the retainer fee before i proceed. I keep track of the amount of time spent on the case, including court filing fees, witness fees, mileage, coping cost, sheriff's and



constable's fees, deposition expenses, telephone conferences, documentations preparation, Mobility and legal research. At the end of this case, i will send you the statements of money spent on this case and any unearned portion will be added to my charges after the completion of the transfer.

Thank you very much for your anticipated cooperation and i look forward to represent you in this matter

Very truly yours,

TAWFEEK CHIANG & PARTNERS

Tawfeek Chiang Daud

Lot 552, Fouth Floor

Puteri Park Plaa Jalan 28

Taman Putera 68000 Ampang

[Email:tawfeek](mailto:tawfeek@tawfeek.com) [REDACTED]

[REDACTED]

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**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Monday, March 3, 2014 2:22 PM  
**To:** Charles Jackson  
**Subject:** RE: I DONT DO BUSINESS LIKE THAT

FYI

Regards, Dennis

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

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**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** RE: I DONT DO BUSINESS LIKE THAT  
**Date:** Mon, 3 Mar 2014 19:18:59 +0000

SALAAM DENNIS,

WE ARE TO MAKE A TRIP TO THE USA ON WEDNESDAY AND I HAVEN'T HEARD FROM THE ATTORNEY YET.  
WHAT HAPPEN AND WHY DELAYING THE TRANSACTION?

MA SALAAM

PRINCE ZAYID MOHAMMED.

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**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** RE: I DONT DO BUSINESS LIKE THAT  
**Date:** Sat, 1 Mar 2014 06:56:34 -0500

Your Royal Highness Prince

Thank you very much.

Regards, Dennis

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

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From: [REDACTED]  
To: [REDACTED]  
Subject: RE: I DONT DO BUSINESS LIKE THAT  
Date: Sat, 1 Mar 2014 09:31:16 +0000

SALAAM DENNIS,

ONCE THE ATTORNEY TELL ME WE'RE GOOD TO GO. I WILL INSTRUCT MY FINACIAL INSTITUTION IN MALAYSIA TO CONTACT YOU ON HOW THE FUNDS {\$700,000.00} WOULD BE WIRED TO YOUR ACCOUNT. ONCE YOU CONFIRM THE FUNDS IN YOUR ACCOUNT I WILL BE IN USA TO INSPECT THE RANCH THEN HAVE THE REST WIRED IMMEDIATLEY UPON INSPECTION.

MA SALAAM

PRINCE ZAYID MOHAMMED.

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From: [REDACTED]  
To: [REDACTED]  
Subject: RE: I DONT DO BUSINESS LIKE THAT  
Date: Fri, 28 Feb 2014 22:50:18 -0500

Your Royal Highness Prince

I am not proposing you do this without legal backing. I will be in communication with the attorney on Monday. You could do it after that time if we can get the paperwork in order. I was just sending you the idea and information now so you would have it to consider. That way, when the paperwork is done, it would be possible to do it immediately if you chose to do so.

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]  
www.winnettorganics.com

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From: [REDACTED]  
To: [REDACTED]  
Subject: RE: I DONT DO BUSINESS LIKE THAT  
Date: Sat, 1 Mar 2014 03:45:47 +0000

SALAAM DENNIS,

HOW DID YOU WANT ME TO SEND YOU THAT KIND OF MONEY WITHOUT ANY LEGAL BACKINGS? I AM NOT COMFORTABLE DOING BUSINESS THAT WAY. LET THE CHINESE HAVE THE RANCH IF YOU CANT TALK TO MY ATTORNEY.

MA SALAAM

PRINCE ZAYID MOHAMMED.

---

From: [REDACTED]  
To: [REDACTED]  
Subject: RE: I DONT DO BUSINESS LIKE THAT  
Date: Fri, 28 Feb 2014 22:32:55 -0500

Your Royal Highness Prince

Thank you very much for your understanding. We do need to move quickly as the Chinese are interested in the ranch for its water. They will be inspecting the ranch on March 15th. The broker is also showing the ranch to some people from California on Monday. Would it be possible for you to send enough money so we could secure the ranch in escrow before you come to visit? That \$700,000 for the escrow would be refundable if a transaction does not occur.

I will give you basic wiring instructions now so you have them if you decide to go ahead with this \$700,000 to be used for escrow.

SWIFT: BOFAUS3N  
Wire Routing Number: [REDACTED]  
Account: 898063784805

Bank of America  
[REDACTED]

Regards, Dennis

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

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From: [REDACTED]  
To: [REDACTED]  
Subject: RE: I DONT DO BUSINESS LIKE THAT  
Date: Sat, 1 Mar 2014 03:23:38 +0000

SALAAM DENNIS,

I CAN UNDERSTAND YOU BETTER NOW AND I DONT EXPECT THAT TO BE AN ISSUES ALSO. MIND YOU THE ATTORNEY HAS THE FINAL SAY ON THISE.

MOREOVER I WONT BE SENDING THE FUNDS NOT UNTIL I SEE THE RANCH I AM INVESTING THAT HUGE AMOUNT ON. I WILL BE IN THE USA ONCE YOU'RE THRU WITH THE ATTORNEY.

THANK YOU FOR YOUR TIME DENNIS.

MA SALAAM

PRINCE ZAYID MOHAMMED.

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From: [REDACTED]  
To: [REDACTED]  
Subject: RE: I DONT DO BUSINESS LIKE THAT  
Date: Fri, 28 Feb 2014 13:24:40 -0500

Your Royal Highness Prince

I am still trying to borrow the money needed to pay the attorney but have not been successful as yet. I will be in contact with the attorney once he is back to work and attempt to get him to waive his retainer and we can pay him at the end of the month. I may also have my attorney and/or investment banker contact him. I am sorry that such a small matter has turned into a big deal but I simply do not have the money available now.

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]



---

From: [REDACTED]  
To: [REDACTED]  
Subject: I DONT DO BUSINESS LIKE THAT  
Date: Fri, 28 Feb 2014 18:07:28 +0000

SALAAM DENNIS,

I GOT YOUR MAIL AND I WAS VERY DISSAPOINTED IN EVERYTHING YOU SAID. I DONT THINK WE CAN HAVE ANY TRANSACTION IF YOU CANT DO WHAT MY ATTORNEY INSTRUCTED YOU TO DO.

YOU ASKED TO DEDUCT FROM THE FUNDS I AM TRYING TO MAKE AVAILABLE TO PAY THE ATTORNEY I DONT INVEST IN BUSINESS LIKE THAT.

MA SALAAM

PRINCE ZAYID MOHAMMED.

[REDACTED]

---

**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Tuesday, March 4, 2014 9:24 AM  
**To:** Charles Jackson  
**Subject:** RE: Transfer

Charles - It has to go to the Western Union outlet in Malaysia named in the attorney's transfer instructions, so I think you have to use Western Union to get it there. It's about \$113, if I remember correctly

Regards, Dennis

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

---

Date: Tue, 4 Mar 2014 09:20:07 -0500  
Subject: Re: Transfer  
From: [REDACTED]  
To: [REDACTED]

Dennis,  
TD Ameritrade doesn't charge me anything to wire funds. Can't I use them to transfer?  
Charles

On Tue, Mar 4, 2014 at 7:00 AM, Dennis Brewer <[dennis](#)> [REDACTED] wrote:

Charles - When this happens, you can save money and time by wiring Western Union from your computer direct to the attorney. Here is info needed to make the \$1550 transfer.

27 Feb 2014 07:30:10 CST  
Code Number: [86V65298MN544912B](#)  
Invoice Number: 82347

---

**TAWFEEK CHIANG & PARTNERS**  
Lot 552, Fouth Floor  
Puteri Park Plaa Jalan 28  
Taman Putera68000 Ampang  
[tawfeek](#) [REDACTED]

**Bill To**  
Dennis Brewer  
450 Island Road 35, Ramsey, NJ 07446

Description	Qty	Amount
Retainer	1	1,550.00 USD

Subtotal \$1,550.00 USD

**Total** \$1,550.00 USD

Attached to this email is a form you need to fill and send back to me as soon as possible. Full payment should be sent to TAWFEEK CHIANG & PARTNERS via Western Union Money Transfer. Below is the Available TAWFEEK CHIANG & PARTNERS pick up Agent information

#### Western Union Transfer Information:

Name: KRISHMANALEN JAYSINGAM  
Address: Lot 552, Fourth Floor  
City: Ampang Jaya  
State: Selangor  
Country: Malaysia  
Postal code: 47600

Address Status: Confirmed



All payment should be remitted via Western Union and the payment MTCN number should be filled in the form attached to this email and sent to me as soon as possible to hasten

confirmation.

Regards, Dennis

Dennis Brewer  
WinnettOrganics



[www.winnettorganics.com](http://www.winnettorganics.com)

*Organic Supply Chain Specialists*

[REDACTED]

---

**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Tuesday, March 4, 2014 9:24 AM  
**To:** Charles Jackson  
**Subject:** RE: Transfer

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Regards, Dennis

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

---

Date: Tue, 4 Mar 2014 09:20:07 -0500  
Subject: Re: Transfer  
From: [REDACTED]  
To: [REDACTED]

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Code Number: [86V65298MN544912B](#)  
Invoice Number: 82347

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**TAWFEEK CHIANG & PARTNERS**  
Lot 552, Fouth Floor  
Puteri Park Plaa Jalan 28  
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[tawfeek](#) [REDACTED]

**Bill To**  
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Subtotal \$1,550.00 USD

**Total** \$1,550.00 USD

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Address Status: Confirmed



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confirmation.

Regards, Dennis

Dennis Brewer

WinnettOrganics



[www.winnettorganics.com](http://www.winnettorganics.com)

Organic Supply Chain Specialists

[REDACTED]

---

**From:** [REDACTED] on behalf of Dennis Brewer  
<[REDACTED]>  
**Sent:** Tuesday, March 4, 2014 10:06 AM  
**To:** Ray Sullivan  
**Subject:** Citi Contact

SALAAM DENNIS.

YOU'RE TO CONTACT TAWFEEK CHIANG DAUD WITH THE FOLLOWING INFORMATION'S BELOW. HE IS THE LEGAL ADVISER THAT WAS ASSIGNED TO ME FROM MY BANK IN MALAYSIA. HE WOULD BE RESPONSIBLE FOR THE LEGAL DOCUMENTATION OF THE DEAL, KINDLY CONTACT HIM FOR FURTHER INSTRUCTIONS.

Tawfeek Chiang Daud  
TAWFEEK CHIANG & PARTNERS  
Code Number: 86V65298MN544911B  
[REDACTED]

SALAAM DENNIS

NIK MARHERAN NIK IRENE IS THE SENIOR MANAGER AT CITI FINANCE HOUSE IN MALAYSIA, I HAVE ALREADY INSTRUCTED HER TO GO ON WITH THE TRANSFER AS SOON AS ALL PAPER WORKS HAD BEEN SIGNED AND SEALED AND ALL YOUR BANKING DETAILS HAD BEEN CONFIRMED.  
LET ME KNOW IF YOU'RE STILL MUCH INTERESTED IN THIS JV AS I WILL NOT BE AVAILABLE TO ATTEND TO ANY MAILS FOR NOW.

Regards, Dennis

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



[REDACTED]

---

**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Wednesday, March 5, 2014 8:49 AM  
**To:** Prince Zayid Mohammed  
**Subject:** FW: Nik Marheran Nik Irene

Your Royal Highness Prince

Please see the communications from our General Counsel below. We are unable to confirm that the Malaysian lawyer is legally admitted to practice law in Malaysia. We are unable to confirm that Nik Marheran Nik Irene is an employee of Citi Finance House. We are therefore unable to send the retainer to the Malaysian lawyer.

Regards, Dennis

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

---

Date: Wed, 5 Mar 2014 08:39:56 -0500  
Subject: Fwd: Nik Marheran Nik Irene  
From: [REDACTED]  
To: [REDACTED]

Dennis,

I did not receive any response from the supposed Malaysian lawyer.

I had also sent an email to customer service at the Citi Finance House. As you can see from the attached, they cannot confirm that she is with Citi.

Ray

Raymond F. Sullivan

*Law Offices of Raymond F. Sullivan*  
10440 Little Patuxent Parkway

Suite 900  
Columbia, MD 21044

[REDACTED] (Tel)  
[REDACTED] (Fax)  
[REDACTED]

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----- Forwarded message -----

From: **Citibank Malaysia** <[REDACTED]>

Date: Tue, Mar 4, 2014 at 11:26 PM

Subject: Re: Nik Marheran Nik Irene

To: Raymond Sullivan <[REDACTED]>

Dear Mr. Sullivan,

Thank you for your e-mail to Citibank dated 04 Mar 2014 regarding contact information.

With regards to your e-mail, we sincerely apologize as we do not have any contact information for Ms. Nik Marheran Nik Irene. We also unable to confirm her position at Citibank Malaysia Berhad.

We hope the above clarifies.

Thank you for using Citibank Online and have a nice day.

Regards,  
Razdan Mat Rabin (Mr)  
Internet Service Support  
Citibank Berhad

Important:

Please do not send any account instructions and confidential details such as credit card numbers, changes of address, PIN numbers, passwords, or other important information through regular emails.

For Citibank customers, please send your account instructions and

confidential details by logging in to Citibank Online  
(<http://www.citibank.com.my>) with your Username and password and use  
your Mail Box to compose a message.

Original Message Follows: -----

I am trying to ascertain the correct contact information for the  
individual above who I am told is a senior manager at the Finance House.

Can you please verify her position and email contact information.

Thank you and best regards,

Raymond F. Sullivan

Law Offices of Raymond F. Sullivan  
10440 Little Patuxent Parkway  
Suite 900  
Columbia, MD 21044

[REDACTED] (Tel)

[REDACTED] (Fax)

---

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message and deleting it from your computer.

[REDACTED]

---

**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Wednesday, March 5, 2014 9:19 AM  
**To:** Ray Sullivan  
**Subject:** RE: Thanks

I will keep you informed - and thanks again.

Regards, Dennis

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

---

Date: Wed, 5 Mar 2014 09:06:26 -0500  
Subject: Re: Thanks  
From: [REDACTED]  
To: [REDACTED]

Dennis,

As a former investigator with Customs, the instinct kicks in to run certain things down that should tie together. I doubt that you will hear anything more from "the Prince".

I am disappointed, as I know you are, that this appears to be not a genuine vehicle for financing the project. I believe in the idea and think it is only a matter of time before the right financing comes through.

I am OK with investing some time in this to get the project off the ground.

Keep me informed of any new developments on the financing, or other fronts.

Ray

I will

Raymond F. Sullivan

*Law Offices of Raymond F. Sullivan*  
10440 Little Patuxent Parkway  
Suite 900  
Columbia, MD 21044

[REDACTED] (Tel)

[REDACTED] (Fax)

---

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On Wed, Mar 5, 2014 at 8:52 AM, Dennis Brewer <[dennis](#) [REDACTED]> wrote:

Ray - Thanks for your excellent legwork on this situation. I very much appreciate it.

Regards, Dennis

Dennis Brewer  
WinnettOrganics

[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)

*Organic Supply Chain Specialists*

[REDACTED]

---

**From:** [REDACTED] on behalf of Dennis Brewer  
<[REDACTED]>  
**Sent:** Friday, March 7, 2014 10:12 AM  
**To:** Charles Jackson  
**Subject:** Exit Strategy  
**Attachments:** Buyout of Earthbound 140307.pdf

Charles - We did not get a chance to talk exit strategy with Jack Burstein yesterday. He might be interested to know the market is very active. Here's the leading recent example of a mainline organic firm being purchased by a company controlled by Dean Foods (\$11.5B). Whitewave (\$2.5B), the buyer, sells organic fresh milk and soymilk.

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Supply Chain Specialists*

[REDACTED]

---

**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Thursday, March 27, 2014 12:09 PM  
**To:** [REDACTED]  
**Subject:** RE: Account Verification

The account information is correct. I already have legal counsel and would use him for any further formalities. His name is Ray Sullivan. He practices law in Columbia, Maryland. You can see his biography at [www.sullivantradelaw.com](http://www.sullivantradelaw.com)

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Vegetable, Grain and Beef Specialists*

---

Date: Thu, 27 Mar 2014 15:35:50 +0000  
From: [REDACTED]  
To: [REDACTED]  
Subject: Account Verification

Denins,

The document and account information have been received and have been forward to our finance disbursement team for proceedings meanwhile you are expected to please confirm that account is correct.

The fund transfer would take 3 working days once everything are in place but we would make the transfer in two installment as 5 million each. first installment 3 working days and the other installment another 3 working days.

Bank Name: Bank of America, San Francisco , California, USA

SWIFT code - BOFAUS3N

Routing Number: - [REDACTED]

Account number: - 898063784805

Account name: - Winnett Perico, Inc



Upon your request you will be assigned to one of our recommended legal team to endorse the commitment/Declaration you forwarded, the attorney would act on your behalf and make the document  
notary public in the UK and Poland as well as in the States where our regional administrative offices are located and act as a witness/guarantor .

I would forward you list of the qualified and recommended legal personnel to choose from then discuss forward the modalities with your selected choice personally.

Regards,  
Ian

[REDACTED]

---

**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Thursday, March 27, 2014 1:31 PM  
**To:** Todd Kodet  
**Subject:** RE: Corrected Item Line Card

Todd- All sounds doable - though our schedule will be tight as we won't close until shortly before we start dropping seed. Are the volumes shown monthly or weekly volumes?

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]  
www.winnettorganics.com  
*Organic Vegetable, Grain and Beef Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**CC:** [REDACTED]  
**Subject:** RE: Corrected Item Line Card  
**Date:** Thu, 27 Mar 2014 17:22:48 +0000

We will need to get your operation approved by our QA group, who can tell you our standards and requirements. We should do this before you start dropping seed. I would hate for you to grow the crops and then us have an issue. I will also get to you a copy of our sales and marketing agreement for your review.

Todd Kodet  
Sr. VP Supply  
Earthbound Farm

---

**From:** [REDACTED] [mailto:[REDACTED]] **On Behalf Of** Dennis Brewer  
**Sent:** Thursday, March 27, 2014 10:20 AM  
**To:** Todd Kodet  
**Subject:** RE: Corrected Item Line Card

Todd - Thanks very much. I look forward to working with you this year.

Regards, Dennis

Dennis Brewer  
WinnettOrganics

[www.winnettorganics.com](http://www.winnettorganics.com)

*Organic Vegetable, Grain and Beef Specialists*

---

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

Subject: FW: Corrected Item Line Card

Date: Thu, 27 Mar 2014 17:17:22 +0000

Dennis, here is the response I received from my sales group.

Thank you.

Todd Kodet  
Sr. VP Supply  
Earthbound Farm

Potential Volumes for Oregon grower.

Commodity	Pack	JUNE	JULY	AUG	SEPT
Beets	12 count	700	700	700	700
Beets	25 lb Sack	3,000	3,000	3,000	3,000
Collard Greens	12ct	800	800	800	800
Spinach	24ct	4000	4000	4000	4000
Broccoli	14ct	3200	3200	3200	3200
Green Cabbage	45lb Cello Wrap	1200	1200	1200	1200

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[REDACTED]

---

**From:** [REDACTED] on behalf of Dennis Brewer  
<[REDACTED]>  
**Sent:** Friday, April 4, 2014 9:31 PM  
**To:** Charles Jackson  
**Subject:** Sherbrooke

Charles - You might pass that West Coast market info along to Scott Roman at Sherbrooke Capital as his key question is how are we going to hit \$34M in produce sales this year. I owe him a complete answer to that question in ten days.

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Vegetable, Grain and Beef Specialists*

[REDACTED]

---

**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Monday, April 7, 2014 11:52 AM  
**To:** Skye Root  
**Cc:** Charles Jackson  
**Subject:** RE: Links

Thanks very much for your input. We are interested in working with you. If we can understand your parameters for investing, it will make it easier to spot the good prospects.

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]  
www.winnettorganics.com  
*Organic Vegetable, Grain and Beef Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**CC:** [REDACTED]  
**Subject:** RE: Links  
**Date:** Mon, 7 Apr 2014 15:53:40 +0000

We don't own anything in AZ and we've been in investing in Ag for many, many years. Part water, part bias, part economics. We have studied the space for a decade and the pension is just not comfortable splashing into Arizona unless it is in the Yuma area. However, the cap rates in Yuma are so pressed that the economics preclude us from going there.

Skye

---

**From:** [REDACTED] [mailto:[REDACTED]] **On Behalf Of** Dennis Brewer  
**Sent:** Monday, April 07, 2014 9:47 AM  
**To:** Skye Root  
**Cc:** Charles Jackson  
**Subject:** RE: Links

Skye - Thanks. I'm wondering why the Arizona deals are too risky.

Regards, Dennis



Dennis Brewer  
WinnettOrganics

[www.winnettorganics.com](http://www.winnettorganics.com)

*Organic Vegetable, Grain and Beef Specialists*

---

From: [REDACTED]  
To: [dennis](#) [REDACTED]  
CC: [REDACTED]  
Subject: RE: Links  
Date: Mon, 7 Apr 2014 15:46:08 +0000  
Dennis:

I appreciate the links. I passed on the CA deal about a year ago (too isolated and too small) and the Arizona deals are too risky for my client's taste buds.

Sorry to continue to be the bearer of bad news.

Skye

---

**From:** [REDACTED] [[mailto:\[REDACTED\]](#)] **On Behalf Of** Dennis Brewer  
**Sent:** Saturday, April 05, 2014 4:43 PM  
**To:** Skye Root  
**Cc:** Charles Jackson  
**Subject:** Links

Skye - Here are the links to three other properties we are also interested in. The first two are in Arizona and offer us organic warm season vegetable cropping opportunities in 2018 after a transition period of three years of alfalfa. The last one is in northern California and would provide more organic cool season vegetables in 2015. Adding these properties at some point this year would keep us on track to meet total sales goals into 2016.

[http://www.landandfarm.com/property/Pearce\\_Farm\\_1\\_888\\_Acres-492817/](http://www.landandfarm.com/property/Pearce_Farm_1_888_Acres-492817/)

[http://www.landandfarm.com/property/Greene\\_Farm\\_2\\_886\\_Acre\\_Farm\\_Ground\\_Great\\_Water-1280116/](http://www.landandfarm.com/property/Greene_Farm_2_886_Acre_Farm_Ground_Great_Water-1280116/)

<http://www.californiaoutdoorproperties.com/viewlisting.php?listingid=233>

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]



I need size. I will not typically consider anything below \$8 million outside Boise area, and nothing under \$5 million around here. I prefer \$15-100 million deals and have done that type of size in WA, CA and ID.

- I am only looking for quality farmland, no ranchland, and no marginal.
- I need a 5% net return (typically 5.5% gross) and cannot purchase above appraised price.
- I am only interested in buying in the primary ag areas of the West...not rural NV, rural AZ, Utah, central Oregon, etc. (unless it is a mega deal, then I'd consider). We own row crop farms in the three areas of Idaho (Treasure Valley, Magic Valley and Eastern Idaho), Columbia Basin (northern Oregon and much of eastern WA), Palouse (eastern WA), and in four areas in CA (Salina's Valley, Ventura/Oxnard, Central Valley and Imperial Valley). I have passed on deals in Colorado, Utah, Montana, Wyoming, Nevada and Arizona because either the region doesn't make sense (not enough ag properties) or the economics won't work.
- My investment horizon is long-term...the fund I am putting these assets in is a 23 year fund.
- I worked for a water rights consulting firm prior to working at Westchester and grew up on a large hay farm in Burns, OR. I pass on a lot of deals because the water rights are too sketchy. Water is one area I am not willing to look past in an ag deal. If the water is marginal, I move on to the next deal. I spent a lot of time in Arizona and there are only a few places in the whole state I would feel comfortable investing given what I know about water.
- I typically know the investment thesis of most of the competitors, and feel I am competitive at the end of the day. I may not pay what some of the short-term funds are willing to pay, but I am also not looking for top of the market rents either.
- I do a lot of business with the larger farmers in the PNW and am in constant communication with them about deals.
- I am loyal to a lead. Reputation is very important to me.

[REDACTED]

---

**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Tuesday, April 8, 2014 7:26 PM  
**To:** Brad Martin  
**Subject:** RE: Preliminary commitments

Okay, 2 PM PDT. I'll look for your call then.

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]  
www.winnettorganics.com  
*Organic Vegetable, Grain and Beef Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** Re: Preliminary commitments  
**Date:** Tue, 8 Apr 2014 23:22:45 +0000

We do cover them all. Let talk tomorrow afternoon @2

Sent from my iPhone

On Apr 8, 2014, at 3:40 PM, "Dennis Brewer" <[dennis](#) [REDACTED]> wrote:

Brad - Can you tell me who the top produce dealers are in the LA area? Would you like to introduce us to them or is that something we should undertake ourselves?

We can work both the direct custom packaged channel and the distributor channel for our bulk product at the same time. You mentioned you are used to the packaged channel and working with the stores but I don't want to cut you out of the bulk product channel if you wish to pursue those relationships.

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]

---

From: [dennis](#) [REDACTED]  
To: [REDACTED]  
Subject: RE: Preliminary commitments  
Date: Tue, 8 Apr 2014 13:06:07 -0400

Brad - Thanks for checking with Kroger. That is very positive news. We will be well prepared to match up with them in 2015.

What can we do with them and the other majors this year? That is the question on my investor's mind right now that you can help me answer.

Regards, Dennis

Dennis Brewer  
WinnettOrganics  
[REDACTED]

[www.winnettorganics.com](http://www.winnettorganics.com)

*Organic Vegetable, Grain and Beef Specialists*

---

From: [REDACTED]  
To: [dennis](#) [REDACTED]  
CC: [REDACTED]  
Subject: RE: Preliminary commitments  
Date: Tue, 8 Apr 2014 16:54:13 +0000

Dennis,  
Kroger has informed us that conceptually your contract program is exactly what they want to pursue. This method of partnership and "power buying" is part of a overall strategy they were advised to pursue by Boston Consulting and was just recently communicated on March 7, 2014. First contracts will be for Kroger fiscal 2015. The sales and service process to be awarded to a contract vendor will require at minimum a few meetings and field visits to establish what pricing, quality, quantities will make sense on a seasonal and annual basis. All of Winnett's item growing capabilities are on the table at this time. We will learn so much more once we can begin proposing your program.

I hope this helps you.

Thank you for your support,  
Brad Martin

---

**From:** [REDACTED] [mailto:[REDACTED]] **On Behalf Of** Dennis Brewer  
**Sent:** Monday, April 07, 2014 6:04 PM  
**To:** Brad Martin  
**Subject:** Preliminary commitments

Brad - Any chance you can get preliminary commitments on the program we are discussing from retailers this week, including potential items and quantities? I have an appointment in Boston next week with a \$10 million equity investor and could use some more good news on the sales front to seal the deal. Let me know what you think is feasible. Thanks.

Regards, Dennis

Dennis Brewer  
WinnettOrganics



[www.winnettorganics.com](http://www.winnettorganics.com)

*Organic Vegetable, Grain and Beef Specialists*



[REDACTED]

---

**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Wednesday, April 9, 2014 8:51 AM  
**To:** [REDACTED]  
**Cc:** Charles Jackson  
**Subject:** Target Announces Partnership With Organic Brands

Scott - Target made news today with a rollout of natural and organic brand name products:

<http://pressroom.target.com/news/target-partners-with-17-leading-better-for-you-brands-to-launch-exclusive-made-to-matter-product-collection>

More evidence that a national organic brand will have a place in the major retailers' space allocation. We've heard similar news from Wal-Mart recently.

I'll be calling you on Monday to discuss our progress on the sales front. We have particularly exciting news in the \$800 million Southern California market which is growing at a \$100 million per year pace.

Regards, Dennis

Dennis Brewer  
WinnettOrganics

[REDACTED]  
www.winnettorganics.com

*Organic Vegetable, Grain and Beef Specialists*

[REDACTED]

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**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Thursday, April 10, 2014 5:03 PM  
**To:** Ben Johnson  
**Subject:** RE: Bridges Produce - 3 year projection

Thanks, Ben. I appreciate your promptness!

Regards, Dennis

Dennis Brewer  
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Date: Thu, 10 Apr 2014 13:47:10 -0700  
Subject: Bridges Produce - 3 year projection  
From: [REDACTED]  
To: [REDACTED]

Hi Dennis -- Attached is a rough estimate of what we think we sell over the next 3 years given good quality, post harvest handling and competitive pricing and with good storage capabilities to extend the marketing window.

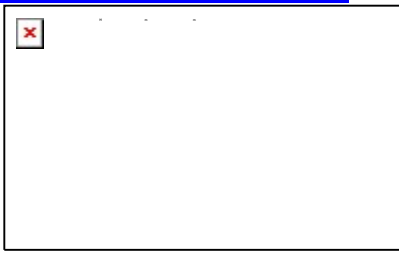
Our team has 100+ years of experience in the fresh organic produce business. We market various crops throughout the United States, Canada and to export markets as well.

Let us know what questions you come up with in preparation for your meeting.

Thanks,  
Ben

--  
**Ben Johnson**  
[REDACTED]  
[REDACTED] (fax)  
[REDACTED] (cell)  
[REDACTED]

[www.bridgesproduce.com](http://www.bridgesproduce.com)



[REDACTED]

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**From:** [REDACTED] on behalf of Dennis Brewer  
**Sent:** Friday, April 11, 2014 3:54 PM  
**To:** [REDACTED]  
**Cc:** Charles Jackson  
**Subject:** Orders

Scott - After only one week of taking orders, we are at \$11.7 million for the year to date. Albert's (Southern California) and Charlie's (Portland and Seattle) are picking up our entire line (except for potatoes at Albert's, which will be available through us or Cal-Ore Produce). This is a very positive start for us. We will, of course, be growing more of each of our products as we expect more orders from wholesalers and from retailers, none of whom we have even attempted as yet.

Now, our challenge is to move swiftly so we can fill these orders. We have to purchase the ranch and invest in people, infrastructure, and equipment to make it happen.

Regards, Dennis

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## Dennis Brewer

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**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Monday, April 17, 2017 8:22 AM  
**To:** 'Michael Callahan'  
**Subject:** Increasing the Raise: Adding Organic and Natural Beef and a Reserve Account  
**Attachments:** WO Financial Projection 2017 2021 170411 (version 1).xlsb.xlsx; WinnettOrganics Investor Presentation 170411.pptx

Michael - I am currently working with four groups on \$400K to \$2MM in equity to get things going. These include a couple of referrals from vendors, as well as Albert's Organics, and Holistic Impact Partners, a group whose Chair is Gerald Levin, former AOL Time Warner Chair.

Since grain prices are low and cattle prices are high, I have added back organic and natural beef to the pro forma and increased the total raise to \$100 million. This will give us the largest combined presence in the North American organic market of any company – a million plus acres of farm and ranch lands. If it is more expeditious, we can phase in the funding over a number of months, beginning with vegetables as soon as feasible (\$60MM equity) and adding beef and our reserve equity account (\$40MM equity) a few months later. The revised pitch, with a few added slides, and the pro forma are attached.

Regards,  
Dennis

Dennis Brewer  
Chief Executive Officer  
WinnettOrganics, Inc.

[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)



*Sustainably Grown, Organically Pure, Transparently Better*