

Dennis Brewer

From: Dennis Brewer <[REDACTED]>
Sent: Monday, April 24, 2017 7:45 AM
To: 'Daneil Kabbra'
Subject: RE: From Daniel In uk

Daniel - Great to hear from you. Glad things are going well for you. Here is the information you are seeking:

Winnett Perico, Inc. 12725 W Indian School Road Suite E-101, Avondale, AZ 85392

Great Western Bank 1721 N Arizona Ave, Chandler, AZ 85225

SWIFT GTWBUS44

Routing [REDACTED]

Account 13461806

Regards,
Dennis

Dennis Brewer
Chief Executive Officer
WinnettOrganics, Inc.

[REDACTED]
[REDACTED]
www.winnettorganics.com

Sustainably Grown, Organically Pure, Transparently Better

-----Original Message-----

From: Daneil Kabbra [mailto:[REDACTED]]
Sent: Monday, April 24, 2017 7:32 AM
To: [REDACTED]
Subject: From Daniel In uk

Uncle Dennis

How are you today.

I am apologized for the delay for writing, although I am very busy and highly occupied this time due to my business here Uk

Please provide me your bank account immediately so that i can forward it to my bank director in Ghana to make the transfer

God bless you

+447781470659

Daniel.

DEAL REVIEW FORM (DRF)

Submitted by: DENNIS BREWER

Date:4/24/2014

Name of Company: Winnett Perico, Inc.

Stock symbol (if publicly traded):

City:Loveland

State: CO

Website: www.winnettorganics.com

Name of Company contact person:Dennis Brewer

Title:CEO

Telephone: [REDACTED]

Fax: [REDACTED]

Email:

dennis [REDACTED]

Year Started: 2012

Number of current owners: 1

Is your Company a corp. (S or C) or LLC? C Corp.

Gross revenue 2013: \$ 0

Net income 2013: \$0

Revenue Year-To-Date for 2014: \$0

Net income Year-To-Date for 2014: \$0

Revenue estimate for 2014:

Net income estimate for 2014

Revenue estimate for 2015

Net income estimate for 2015: \$

Revenue estimate for 2016: \$

Net income estimate for 2016:

Provide 2014-2016 estimates above without new funding, below with new funding

Revenue estimate for 2014: \$39.1M

Net income estimate for 2014: \$: \$10.6M

Revenue estimate for 2015: \$: \$94.1

Net income estimate for 2015: \$26.6

Revenue estimate for 2016: \$104.6

Net income estimate for 2016: \$27.2

Date business plan was last revised: 4/15/2014

Date of Executive Summary: 4/15/2014

Date of last balance sheet / income statement:No assets, no liabilities

Date of last CPA audit:N/A

Date of Private Placement or Offering Memorandum (PPM) for investor prospects:NA

Date Company last raised debt financing: None

Amount: \$

Total raised to date: \$

Date Company last raised equity funding: None

Amount: \$

Total raised to date: \$

Total liabilities owed in less than one year: \$ None

Owed in more than one year: \$None

Amount of capital contributed by Founder: \$ 0

Founder's salary: \$ 200000

Ownership %:100

Describe in detail the products and/or services offered by the Company: Organic vegetables, grains and beef

Describe in detail the competitive advantages over other companies offering a similar product or service (including patents or patents pending): 100% traceability of products to consumers

Other than lack of capital, list what other challenges the Company needs to address in order to meet its sales goals for the next 12 months: Completion of sales and marketing agreements covering Southern California, select method (direct or indirect) for covering NorCal and Pacific Northwest

List at least six significant accomplishments of the Company during the previous 12 months: 4 new customers totaling \$11.6M, new organic ranch identified, management team put together, new Business Plan focused on ranch

Describe the business experience and track record of the Company's CEO that would lead investors to believe that upon funding the Company future revenue / net income projections can be realized in a timely manner: Prior experience as a director of natural foods company, prior CEO level business experience.

Describe the process of how your company acquires new customers? Direct sales or broker sales efforts

What is average cost to acquire a new customer? 5% of net revenue

How much average annual income does each new customer bring? \$1M to \$20M

Describe any current or threatened lawsuits against the Company or its principals:None

List any other information that is important to consider regarding the Company or its principals:

If you were to sell the entire company today what would the asking price be? \$_____.

What is the amount of funds being requested? \$29,800,000

Is this for equity, debt or a combination of both? \$10M equity, balance debt.

What is the Company offering for the new funds being requested? 57% of company

Describe how the new funds will be used during the next 12 months - Use of Proceeds. (if for acquisitions please describe each acquisition individually, how much revenue and net income it will add and the cost of each acquisition):

\$17.2M for ranch, \$4.9M packing facility, \$3.1M equipment, \$3.4M equipment, \$7.2M working capital.

List all companies you have already contacted that were not able to provide you funding: Unable, as they are covered by NDA with investment banker.

Are you considering any offers or proposals at this time? None

If so describe:

Have you turned down any funding offers in the past six months? No

If so describe:

If the funding source wants to have liquidity for their investment are you willing to become a publicly traded company at this time by either a direct public offering (DPO) or by a reverse merger (RTO)? No

Once a funding offer is submitted to you how long will it take to make a decision as to whether it is acceptable or not? 48 hours. Who is involved in making the decision as to whether or not to accept a funding offer? CEO

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This Non-Disclosure and Non-Circumvention Agreement (the "Agreement"), shall be deemed effective as of the date indicated on the signature page between the undersigned individual and/or business entity ("Company") on behalf of itself and its agents, and Gerald Newman & Associates ("GNA") on behalf of itself and its agents; (individually as "Party" and collectively as the "Parties").

WHEREAS, the Parties may provide each other proprietary or confidential information, and each desires that any such information will be kept confidential by the other Party; and

WHEREAS, in consideration of the disclosure of such information, each Party is willing to keep such information confidential and not circumvent the other in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties mutually agree to the following:

1. "Information," shall mean any communications or data, in any form, including, without limitation (communicated in-person, by e-mail, fax, or telephone) company and individual contact information, all ideas, strategies, know-how, network configurations, system architecture, designs, drawings, written or spoken reports, plans, forecasts, current or historical data, technical, financial or business data, proposals, software, customer and third-party information, and any other material or data relating to the current and/or future business and operations of the disclosed business or opportunity.
2. "Proprietary Information" shall mean Information which is deemed confidential or proprietary in nature by the disclosing Party who desires to protect against unrestricted disclosure or competitive use and which is disclosed as provided for by this Agreement. Proprietary Information shall not include information which (a) was within the receiving Party's rightful possession prior to the other Party providing it, or (b) was received rightfully and without confidential limitation by the receiving Party from a third party, or (c) is disclosed by the receiving Party as required by applicable law or regulation, or valid order of a court, regulatory commission, or similar body; the above exceptions (a and b) are subject to proof that the receiving Party was doing business with the disclosed company or individual prior to the disclosure being made pursuant to this Agreement. Proprietary Information shall not be deemed to be within one of the foregoing exclusions merely because individual portions are disclosed or separately known in the public domain. Exclusions must be claimed in writing within three (3) business days.

Initials: GNA *gn* Company



3. Subject to the provisions of paragraph 4, the receiving Party agrees, for a period of five (5) years from the date of disclosure, to: (a) use Information solely for purposes permitted by this Agreement or agreed to by the Parties in writing; (b) disclose Information, or any derivative thereof, only to its employees, advisors, or representatives with a need to know; and (c) advise all employees, advisors or representatives with access to the Information of the obligation for protecting the information.

4. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Proprietary Information disclosed to the receiving Party. The Parties acknowledge that neither Party makes any representation or warranties whatsoever concerning the accuracy or completeness of the Information supplied. All Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party upon written request.

5. Each of the Parties represents and warrants that its actions with respect to this Agreement do not conflict with any prior obligations to any third party.

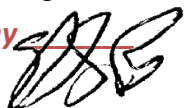
6. With the exceptions of this Agreement regarding confidentiality and non-circumvention, which shall be binding, the Parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract regarding the subject matter of the Proprietary Information or any other transaction between them without execution of such separate written agreement. It is not necessary that this Agreement reference specific transaction(s) in order to be effective with regards to confidentiality and non-circumvention since this Agreement is intended to be a continuing obligation between the Parties as to all Information communicated until notice of termination is acknowledged by the both of them.

7. Except as permitted hereunder, or as required by law, neither Party shall make any press release or other disclosure of any kind regarding this Agreement, any discussions or negotiations relating thereto, or the Proprietary Information without the prior written consent of the other Party.

8. This Agreement shall become effective as of the below date and shall continue for a period of five (5) years from the last disclosure, unless the Parties agree in writing to an earlier termination date. The confidentiality and non-circumvention obligations set forth in this Agreement to protect Information received shall continue for a period of five (5) years subsequent to the last disclosure and shall survive any termination of this Agreement. This Agreement shall benefit and be binding upon the Parties and each of their respective heirs, successors, assigns, affiliates, subsidiaries, and agents.

9. The Parties agree that they will not attempt to bypass or circumvent the other with respect to the business dealings being introduced in connection with this Agreement. A Party hereto will not in any manner contact or initiate contact with, or otherwise enter into any transaction of any kind whatsoever with a person, company or opportunity introduced by a Party to this Agreement unless agreed in writing by the other Party.

Initials: GNA *gn* Company

A handwritten signature in black ink, appearing to be 'JAG' or similar, written over a horizontal line.

The Parties agree not to enter into any letters of intent, term sheets or any other binding or non-binding agreements with disclosed contacts (or their employees, agents, advisors; or persons, companies introduced by such contacts), prior to executing a written and mutually acceptable compensation and fee agreement with the disclosing Party for that transaction. These same provisions shall apply to any subsequent contacts or introductions made by a third party who was introduced pursuant to the terms of this Agreement and with whom the receiving Party was not previously doing business at the time of introduction.

10. Parties further agree that any company, individual, product or entity introduced by a Party shall be deemed to be a business opportunity and constitute a trade secret and the good will of the introducing Party under this Agreement, including addresses, contact information, and any information so provided and any unauthorized use or disclosure of such shall be deemed to be unfair competition and will cause irreparable harm to the Disclosing party. The Disclosing party shall have the right to demand that the Receiving party cease and desist from any unauthorized usage including the right of the Disclosing party to seek injunctive relief without payment of a bond.

11. This Agreement shall be deemed entered into and governed solely by the laws of the State of California and any actions to enforce the provisions of this Agreement shall be brought and maintained exclusively in Los Angeles, California, U.S.A. The Party seeking enforcement of this Agreement shall have the option to determine if they want to adjudicate the matter by means of mediation, arbitration or court proceedings and no objection shall be made by any other Party on the basis of forum non-convenes. Regardless of the nature of the proceedings selected, the prevailing party shall be entitled to such relief as may be awarded, costs of suit and reasonable attorney's fees, at trial or any appeal. As an alternative to any general, special, or punitive damages, the injured Party can claim liquidated damages for breach of this Agreement that shall be no less than the total sum the breaching Party benefited based upon any compensation it received from any current or future transactions undertaken with a disclosed individual or business entity, or other additional damages, whichever is greater, for which the disclosing Party did not receive mutually acceptable compensation which was duly paid.

12. Specific Provisions re Communications with GNA Contacts. This Agreement is subject to the express conditions that: (a) the other Party or "Company" shall not, unless prior written arrangements have been made with "GNA", directly or indirectly communicate in-person, by email, telephone, fax or via a third party, except through "GNA" or its authorized agents, with the disclosed individual or business entity prior to a closed transaction for which "GNA" has been compensated in a manner mutually acceptable to the Parties, (b) in the event the other Party or "Company" has been granted permission by "GNA" to directly communicate with the disclosed individual or business entity, then all such communications and their contents, including but not limited to all e-mails and faxes, shall be disclosed and provided to "GNA" within 24-hours after the communication with the disclosed individual or business entity, and (c)

Initials: GNA *gn* Company



no transaction with an individual or business entity disclosed by "GNA" shall close, nor any Party receive any compensation with respect thereto, unless such closing takes place through a mutually acceptable law firm or bona fide escrow company approved by "GNA" and "GNA" receives its agreed upon compensation and files a release of this Agreement in the escrow prior to disbursement of funds to any person or Party.

13. Should any portion of this Agreement be deemed unlawful, the remainder of this Agreement shall be in full force as if that portion had not been included. Failure to enforce compliance with any term of this Agreement or the waiver of any term shall not constitute a permanent waiver.

14. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written representation with regard to the subject matter hereof. This Agreement may not be modified unless it is made in writing and signed by both Parties.

15. This Agreement may be executed in counterparts, each of which shall be deemed an original, and of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission and facsimile signatures shall be treated as original signatures for all applicable purposes.

16. The Parties warrant and represent that the person executing this Agreement is duly authorized to execute this Agreement and to bind the Party to the terms and conditions contained herein.

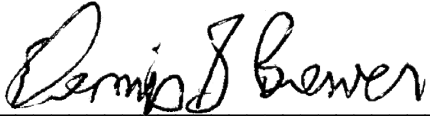
[THIS SECTION INTENTIONALLY LEFT BLANK]

Initials: GNA *gn* Company

A handwritten signature in black ink, appearing to be 'JBE', written over a horizontal line.

Please confirm that the foregoing correctly sets forth our Agreement by signing below.

"COMPANY"

By (sign): 

Title:

Print Name:

Company Name:

Address :

Telephone: 

Fax: 

Website

Email:

Effective Date of this Agreement: _____

Complete above, initial each page, and fax entire Agreement to 


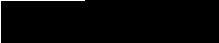
Gerald Newman & Associates

By: 

Gerald Newman, Managing Director

Email: 

8950 West Olympic Blvd., Suite 576
Beverly Hills, CA 90211

Tel. (310) 
Fax 

Document Form Copyright © 2010 Law Offices of Gerald Newman. All Rights Reserved.

Initials: GNA  Company _____

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Thursday, April 24, 2014 3:18 PM
To: Inder Singh
Subject: RE: Conference Call
Attachments: Newman 2014 Master DRF Completed 140424.pdf; Newman AA NDA GNA Signed 140424.pdf

Checking with customers on sales orders.

Regards, Dennis

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

Date: Thu, 24 Apr 2014 10:53:35 -0700
Subject: Re: Conference Call
From: [REDACTED]
To: [REDACTED]

Dennis,
I am sending you a review form, this is a questionnaire to help investors get better idea so please fill it out and also sign the NDA agreement and send these back ASAP
Also expecting as per the discussion for you to provide the emails / letters for the sales orders
Please confirm that you got the docs.
Let me know if you have any questions
Best,
Inder
[REDACTED]

On Thursday, April 24, 2014, Dennis Brewer <[dennis](#) [REDACTED]> wrote:

Inder - Attached please find the Business Plan, Summary, and Proforma.

Regards, Dennis

Dennis Brewer

WinnettOrganics

[REDACTED]

www.winnettorganics.com

Organic Vegetable, Grain and Beef Specialists

Date: Wed, 23 Apr 2014 13:16:27 -0700

Subject: Re: Conference Call

From: [REDACTED]

To: [REDACTED]

Thanks Dennis will do .

Best,

Inder

[REDACTED]

On Wednesday, April 23, 2014, Dennis Brewer <[REDACTED]> wrote:

I look forward to our call at 11AM EDT tomorrow.

Conference Dial-in Number: (712) [REDACTED] (712) 432-
1500 FREE end_of_the_skype_highlighting
Participant Access Code: 792748#

Regards, Dennis

Dennis Brewer
WinnettOrganics

[REDACTED]

www.winnettorganics.com

Organic Vegetable, Grain and Beef Specialists

--

Best,

Inder

[REDACTED]

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Friday, April 25, 2014 8:54 AM
To: Inder Singh
Subject: RE: Conference Call

Sales Orders: Bridges Organic Produce is \$8.8M of our \$11.6M backlog. They have elected not to convert their order forecast to firm sales orders at this time. I see little point in bothering the others to do this since the bulk of our backlog is with Bridges. If this changes your opinion regarding the possibility of getting this project funded, I respect that. Please let me know if you wish to proceed.

Regards, Dennis

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

From: [REDACTED]
To: [REDACTED]
Subject: RE: Conference Call
Date: Thu, 24 Apr 2014 15:17:41 -0400

Checking with customers on sales orders.

Regards, Dennis

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

Date: Thu, 24 Apr 2014 10:53:35 -0700
Subject: Re: Conference Call
From: [REDACTED]
To: [REDACTED]

Dennis,

I am sending you a review form, this is a questionnaire to help investors get better idea so please fill it out and also sign the NDA agreement and send these back ASAP

Also expecting as per the discussion for you to provide the emails / letters for the sales orders

Please confirm that you got the docs.

Let me know if you have any questions

Best,

Inder
[REDACTED]

On Thursday, April 24, 2014, Dennis Brewer <[dennis@\[REDACTED\]](mailto:dennis@[REDACTED])> wrote:

Inder - Attached please find the Business Plan, Summary, and Proforma.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED]

www.winnettorganics.com

Organic Vegetable, Grain and Beef Specialists

Date: Wed, 23 Apr 2014 13:16:27 -0700

Subject: Re: Conference Call

From: [REDACTED]

To: [REDACTED]

Thanks Dennis will do .

Best,

Inder
[REDACTED]

On Wednesday, April 23, 2014, Dennis Brewer <[REDACTED]> wrote:

I look forward to our call at 11AM EDT tomorrow.

Conference Dial-in Number: (712) [REDACTED] (712) 432-

1500 FREE end_of_the_skype_highlighting

Participant Access Code: 792748#

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED]

www.winnettorganics.com

Organic Vegetable, Grain and Beef Specialists

--

Best,
Inder



[REDACTED]

From: Gerald Newman <[REDACTED]>
Sent: Friday, April 25, 2014 6:02 PM
To: Dennis Brewer
Cc: Inder Singh
Subject: RE: Your reply

For me to get the funding I have to show the investors what it will cost them, what is the holding period and how much do they make at the end of the holding period. If you want to provide that I'll see what I can do. My fee would be 10% ownership in the project once it is funded.

Jerry Newman, Esq.
Tel. (310) [REDACTED]
Fax [REDACTED]

On Apr 25, 2014 2:33 PM, "Dennis Brewer" <[dennis](#) [REDACTED]> wrote:

Jerry - As it turns out, a quick search located a property in the Sacramento area (near Dunnigan) which could work for the proof of concept. So, as you suggested, I have put together a pro forma with a one year "proof of concept" in it. It requires a \$2 million investment and \$1.2 million in loans or guarantees. It will require swift action to implement this year as the planting season is underway in the Sacramento, California area, where this property is located.

The property is described at

[http://www.landandfarm.com/property/Sacramento River Organic Farmland Orchard Vine -1183119/](http://www.landandfarm.com/property/Sacramento_River_Organic_Farmland_Orchard_Vine_-1183119/)

If there is interest, I can adapt the Business Plan for this project.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED]

www.winnettorganics.com

Organic Vegetable, Grain and Beef Specialists

From: [dennis](#) [REDACTED]
To: [REDACTED]
Subject: RE: Your reply
Date: Fri, 25 Apr 2014 13:46:55 -0400

Jerry - Thanks for your consideration. We are in process with a VC now and have other interest. If something does not work out, I'll be back in touch.

We can do a proof of concept in the range you are talking about if land and equipment are supplied by others. I do not currently have such an arrangement but could probably work one up by next spring.

Regards, Dennis

Dennis Brewer
WinnettOrganics

www.winnettorganics.com

Organic Vegetable, Grain and Beef Specialists

Date: Fri, 25 Apr 2014 10:38:52 -0700

Subject: Your reply

From: [REDACTED]

To: [dennis](#) [REDACTED]

CC: [sidhu](#) [REDACTED]

Dennis,

I am interested in what you are doing, but the scale of the start-up is too large for a first round investment. If you can started with a pilot project in the range of \$2 million, then after proof of concept a second round funding of up to \$25 million is possible.

Jerry Newman, Esq.

Tel. [\(310\)](#) [REDACTED]

Fax [REDACTED]

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Monday, May 19, 2014 9:53 AM
To: MRMRS TISSIMAN
Subject: RE: The summary of your business plan has bee received
Attachments: WinnettOrganics PURCHASE Yolo County Proforma 140428.xlsx; WO Yolo Purchase County Business Plan 140428.pdf

Thank you very much for your interest. A copy of our complete Business Plan and proforma are attached for your review and use. Should any other questions arise during the review, please feel free to contact me.

Regards, Dennis

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

From: [REDACTED]
To: [REDACTED]
Subject: The summary of your business plan has bee received
Date: Mon, 19 May 2014 13:47:49 +0000

Dear Mr Dennis.

Thank you for your Response. The summary of your business plan has bee received. our investment portfolio manager have given a verbal consent to proceed with our choice to invest into your company. however, he said his consent is not sufficient, that their investment evaluation team will have to take a critical look at the opportunity and make final decision. if favorable they will then issue a term sheet detailing terms and conditions for closure.

as we mentioned earlier, we are new to angel investment and recommending your company for investment is a great challenge as we have a lot to learn. our source of wealth is REIT and hedgefund. we have chosen to take a new dimension as our asset value is beginning to loose value as a result of the global financial crises.

our investment with Benefit Invest Limited (BIL) is a discretionary investment portfolio that gives them the lead investor role should we finally agree to invest in your company. having identified the opportunity ourselves, they would invest into your company on our behalf and follow up the investment to ensure

anticipated returns.

we are not knowledgeable enough in sophisticated investments but we really want to do something new, move our funds into company that really needs them. company that could create job, earn good returns and take advantage of the global financial meltdown by posting profits. we really want to be free with our investment as well. theirs is too structured and we are never involved. our mission is to leave good funds for the use of our children and grand children.

we hope they give a good verdict to close this.

Mr/Mrs Tissiman.

From: [REDACTED]
To: [REDACTED]
Subject: Business Summary
Date: Thu, 15 May 2014 11:16:57 -0400

Mr. Ahlen Olivier suggested I send you the attached Business Summary for your review.

Regards, Dennis

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

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Monday, May 26, 2014 12:49 PM
To: Mrs.agnes Kabah
Subject: RE: REMINDER: Hello Mr. Dennis Brewer // Acknowledgement
Attachments: WinnettOrganics PURCHASE Yolo County Proforma 140428.xlsx; WO Yolo Purchase Business Summary 140428.pdf; WO Yolo Purchase County Business Plan 140428.pdf

Dear Mrs. Kabah: Thank you for your interest in our venture. I regret that your family has been uprooted from your home. Attached please find a complete Business Plan and financial pro forma for your review.

Regards, Dennis

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

Date: Mon, 26 May 2014 09:07:04 -0700
From: [REDACTED]
Subject: REMINDER: Hello Mr. Dennis Brewer // Acknowledgement
To: [REDACTED]

Dear Mr. Brewer,

Good day and how are you today?

Thank you very much for your mail in response to my proposal to you. I am very happy to know you as well as going into serious investment partnership with you.

I have carefully gone through your investment summary and I am very happy to announce to you that I and my children has in principle decided to allow you invest our family wealth and foundation in your company considering your many years of experience and professionalism in this line of investment. I am quite ignorant of this venture and as such I will appreciate to give you unlimited opportunity to invest and

manage our fund in your company judiciously and on agreed terms of equity.

All these while, I have been looking for a reputable and sincere person/company with whom to go into serious joint investment partnership with in the USA. Personally I do not have any specific area of investment in mind but after going through the business summary, I have decided in good faith to go ahead with you towards investing substantial amount with you jointly in your company.

I intend to provide US\$15 million or more for this venture provided you will be transparent genuine, honest, trusted and sincere partner.

We are from Central African Republic (CAR) presently residing in Ghana due to the resent conflict in our country.

Please feel free to reply my mail or call me the moment you receive this mail so that I can discuss further and if I am not available during your call, please feel free to discuss the matter with my son Daniel. Our number 00233 26-55-44-381 is open for your call any time any moment.

Henceforth, all further communication should be channeled to this email address please: [REDACTED]

Yours sincerely,

Mrs. Agnes and family

----- Forwarded Message -----

From: Mrs.agnes Kabah <[REDACTED]>
To: "dennis [REDACTED]" <dennis [REDACTED]>
Sent: Wednesday, May 21, 2014 10:06 AM
Subject: Hello Mr. Dennis Brewer // Acknowledgement

Dear Mr. Brewer,

Good day and how are you today?

Thank you very much for your mail in response to my proposal to you. I am very happy to know you as well as going into serious investment partnership with you.

I have carefully gone through your investment summary and I am very happy to announce to you that I and my children has in principle decided to allow you invest our family wealth and

foundation in your company considering your many years of experience and professionalism in this line of investment. I am quite ignorant of this venture and as such I will appreciate to give you unlimited opportunity to invest and manage our fund in your company judiciously and on agreed terms of equity.

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We are from Central African Republic (CAR) presently residing in Ghana due to the resent conflict in our country.

Please feel free to reply my mail or call me the moment you receive this mail so that I can discuss further and if I am not available during your call, please feel free to discuss the matter with my son Daniel. Our number 00233 26-55-44-381 is open for your call any time any moment.

Henceforth, all further communication should be channeled to this email address please: [REDACTED]

Yours sincerely,

Mrs. Agnes and family

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Wednesday, June 11, 2014 2:05 PM
To: John Crouch | JCXL Limited
Cc: Caroline Angela Benyon; Ray Sullivan
Subject: RE: Letter of Engagement

John - Thanks. Our problem is with the 4,000 GBP initial retainer. We simply do not have it. We have no objection to paying the full amount required but will have to pay it from the proceeds. The company has no cash nor any other assets.

Regards, Dennis

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

Date: Wed, 11 Jun 2014 19:00:23 +0100

Subject: Re: Letter of Engagement

From: [REDACTED]
To: [REDACTED]
CC: [REDACTED]

Dennis,

I had a brief meeting with my team a while ago and we agreed to help with the balance 50% provided you go ahead with the 50% retainer required for Ms. Benyon to commence work.

Thank you

John Crouch
Founder & Director
JCXL Limited
Company No. 07414692
3 Embassy Gardens Beckenham Kent BR3 1HE
Tel/Fax: 01843482119
Mob: 07700005109(By appointment only)

On Wed, Jun 11, 2014 at 12:02 PM, Dennis Brewer <[dennis](#) [REDACTED]> wrote:

Caroline - I have received your engagement letter with regard to the JCXL investment. Regrettably, the company is not in a position to fund your retainer as it has neither cash nor other assets at this time.

I am copying John Crouch with this email in hopes that we can find a satisfactory resolution to this problem in short order. Perhaps JCXL is in a better position to fund the retainer and deduct from gross proceeds of the debenture. I am also copying our legal counsel who can attest to our willingness to pay for this matter once funding has been received.

I apologize for any inconvenience this may cause.

Once this issue has been resolved, I will promptly email those documents on your list that we have in our possession and indicate the status of all other matters on your list.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED]

www.winnettorganics.com

Organic Vegetable, Grain and Beef Specialists

From: [REDACTED]
To: [dennis](#) [REDACTED]
Subject: Letter of Engagement
Date: Wed, 11 Jun 2014 11:37:48 +0100

Attn: Dennis S. Brewer

Attached is our letter of engagement in respect of your investment transaction with JCXL Limited.

Kindly acknowledge receipt.

Regards,

Caroline Angela Benyon

The information contained in this email is intended solely for the use of the individual to whom it is addressed and may contain information that is confidential and/or legally privileged. If you are neither the intended recipient nor a designated agent of the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by email reply.

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Thursday, June 5, 2014 9:59 AM
To: Charles Mushi
Subject: RE: FUND IN TRANSIT
Attachments: FUND FORWARDING QUESTIONNAIRE Completed 140605.pdf

Attached please find the completed questionnaire.

Regards, Dennis

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

Date: Thu, 5 Jun 2014 14:39:09 +0100
Subject: FUND IN TRANSIT
From: [REDACTED]
To: [REDACTED]

Dear Brewer,

This communication seeks to inform you of the arrival of the Cash Shipment of US\$20M at our cash on transit vaults from Agnes Kabhara, Accra, Ghana designated in your favour.

I wish to inform you that tentative arrangements for the transfer of the funds to you is underway; and as part of the processes, we require you to kindly complete and return the attached questionnaire to enable us define the suitable strategy for the funds legitimization prior transfer, in recognition of the strict governing anti-capital flight and anti-money laundering regulations here.

Thanking you for your co-operation and understanding with which we are going to have to work this through.

Sincerely,
Charles Mushi
Private Consulting Fiduciary Agent
For: The Standard Bank Group (Stanbic Bank Tanzania)
No. 15 Upanga Drive,
Dar es Salaam, Tanzania.
+255-[REDACTED]

NOTE: "This funding term sheet was generated using the US funding model for global acceptability. If some of the provisions conflict with your customary or operational rules, we would welcome modifications. Do not hesitate to let us know these areas, so we can have it reviewed and modified appropriately before execution."

CONVERTIBLE DEBENTURE FINANCING

Summary of Principal Terms

Issuer	WINNETT PERICO INC. (the "Company")
Investor/Purchaser	JCXL LIMITED (the "Investor")
Issue	Convertible Debenture Financing (the "Debentures")
Facility Purpose	General operations and working capital
Targeted Closing Date	On or before 4 July 2014 (the "Closing")
Amount of Issue	\$10,000,000 USD (the "Face Amount")
Redemption Price	100% of the Face Amount
Maturity Date	4 July 2019
Interest Rate	5% per annum on the Face Value
Events of Default	An Event of Default will be deemed to have occurred upon: (i) failure to pay interest or principal when due, (ii) failure to comply in any material respect with the covenants and other terms relating to the debentures, (iii) failure to discharge material judgments, (iv) cross-default with material contracts, including cross-default to any other indebtedness, (v) commencement of bankruptcy or voluntary or involuntary dissolution proceedings, or upon the occurrence of an assignment for the benefit of creditors, and (vi) the occurrence of other customary events of default.
Type of Security	Secured subordinated convertible debentures (the "Debentures") issued by the Company, an Colorado, USA entity, together with a warrant to purchase Five Million.. shares of Series .A.... Preferred Stock ("Preferred Stock") with an exercise price of \$2.00 per share ("Warrants"). The Debentures shall convert automatically into Preferred Stock upon a Liquidity Event , or when the company's audited annual financial statements demonstrate net income of at least \$10 Million for the calendar year. A Liquidity Event shall mean the sale or transfer of at least 50% of the voting power of company's stockholders; a sale of all or substantially all assets, or registration of the company's stock. The rights and obligations under the Debentures shall be equivalent and of equal seniority. The right to repayment there under shall be paripassu among

the holders of Debentures.

Seniority

The Debentures will rank senior to all other indebtedness of the Company.

Security

The Debentures shall be secured by a first-priority fully perfected security interest in all of the Company's tangible and intangible assets and other property, including its accounts receivable and intellectual property.

Prepayment

No Prepayment shall be allowed.

Conditions to Closing

The Company shall have obtained written waivers of any and all anti-dilution rights held by holders of its outstanding capital stock which may be triggered by issuance, conversion or exercise, as the case may be, of the Debentures and the Warrants.

The Company shall cause its existing Investors Rights Agreement to be amended to grant registration rights, co-sale rights, and rights of first refusal, etc., to the Purchasers with respect to shares of the Company's capital stock obtained upon conversion of the Debentures or exercise of the Warrants.

Execution of definitive documentation which shall contain such terms, conditions, representations, warranties and covenants as the Purchasers shall require in the exercise of their sole discretion.

Costs and Expenses

The Company will pay a reasonable legal fee to a liaison legal firm/solicitor/business intelligence company within the Investor's network accreditation; capped at **£8,000GBP** maximum. The fees shall cover the drafting and notarization of definitive investment agreement and other closing documentations.

Governing Law

COLORADO, USA. (Country of Investment)

Final Closing Conditions

In addition to the closing schedule (*Appendix A*) closing shall be subject to the standard and customary conditions, including the completion of due diligence delivered to and satisfactory to the Investors by the business intelligence company nominated by the Investor. Investors Bank shall vet draft definitive investment agreement (Convertible Debenture purchase agreement). The proposed closing date is on or before **4 July, 2014** provided that this term sheet is executed by the Company on or before **11 June, 2014**. If not executed by such date, this term sheet shall be deemed to be withdrawn. Upon execution of this term sheet, the investor shall issue the Company with an Irrevocable Commitment Letter.

By: 

Name: Dennis S Brewer

Title: CEO

By: _____

Name: **John Crouch**

Title: **Director**

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Monday, June 9, 2014 5:52 AM
To: Charles Jackson; Ray Sullivan
Subject: Term Sheet
Attachments: JCXL CONVERTIBLE DEBENTURE TERM SHEET Winnett Completed 140609.pdf

FYI - Attached please find a Term Sheet I executed this morning. I am as yet unable to tell if this is the real deal but am assuming for the moment that it is.

Regards, Dennis

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

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Wednesday, June 11, 2014 7:03 AM
To: Caroline Angela Benyon
Cc: John Crouch | JCXL Limited; Ray Sullivan
Subject: RE: Letter of Engagement

Caroline - I have received your engagement letter with regard to the JCXL investment. Regrettably, the company is not in a position to fund your retainer as it has neither cash nor other assets at this time.

I am copying John Crouch with this email in hopes that we can find a satisfactory resolution to this problem in short order. Perhaps JCXL is in a better position to fund the retainer and deduct from gross proceeds of the debenture. I am also copying our legal counsel who can attest to our willingness to pay for this matter once funding has been received.

I apologize for any inconvenience this may cause.

Once this issue has been resolved, I will promptly email those documents on your list that we have in our possession and indicate the status of all other matters on your list.

Regards, Dennis

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

From: [REDACTED]
To: [REDACTED]
Subject: Letter of Engagement
Date: Wed, 11 Jun 2014 11:37:48 +0100

Attn: Dennis S. Brewer

Attached is our letter of engagement in respect of your investment transaction with JCXL Limited.

Kindly acknowledge receipt.

Regards,

Caroline Angela Benyon

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[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Tuesday, June 24, 2014 5:46 PM
To: Hani Barhoush
Subject: RE: UPDATE FROM MUBADALA
Attachments: D Brewer Expired Passport.JPG; Dennis Brewer Deloitte Confirmation Letter.pdf; Ray Sullivan ID.docx; HR_Scan_2014_06_24_13_47_22_525.pdf

As requested. AeA letter to follow as soon as it arrives.

Regards, Dennis

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

From: [REDACTED]
To: [REDACTED]
Subject: UPDATE FROM MUBADALA
Date: Wed, 18 Jun 2014 19:41:08 +0000

Attn: Dennis Brewer

This is to dully inform you that your project(Winnett Organics Yolo County Project) was among the Seventy Three (73) projects adopted by the Mubadala board of directors during their meeting today the 18th day of June,2014.

All the projects adopted by the board is to undergo a compulsory re-valuation test which will be carried out by Mubadala team of valuation experts.This is to ascertain the actual value of all the projects and also verify the authenticity of all information supplied.

You are to forward to us the following documents;

- 1) Registration certificate of the Yolo County organic Farm Land.
- 2) Letter of Attestation from the following firms;
 - (a) AeA technology trade association.
 - (b) NutraSource
 - (c) Deloitte Haskins & Sells
 - (d) Puget Consumers Coop.
- 3) A copy of your International passport/Driving License
- 4) Copies of International passport/Driving License of at least two people in your management team.

These documents should be submitted to us on or before the close of office on Tuesday the 24th day of June,2014.The re-valuation excersise will take seven working days to complete after which the results will be presented to the board on their next meeting for final review and possible approval.Note: At the course of the re-valuation process,we will contact every required sources including government authorities in verification of all information supplied to us.

Regards,

Hani Barhoush
Executive Director, Mubadala Capital;
Executive Director, Acquisitions &
Investment Management
Mubadala Development Company
P.O Box 45005
Abu Dhabi
United Arab Emirate

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Friday, June 27, 2014 11:03 AM
To: Charles Jackson
Subject: Resource Land

I think this is who you are talking about in Denver: <http://www.rlholdings.com/home3.html>
I know Byron Levkulich, one of their Principals.

Regards, Dennis

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

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
<[REDACTED]>
Sent: Sunday, June 29, 2014 1:06 PM
To: Charles Jackson
Cc: Don Morse; Dennis; [REDACTED]
Subject: \$200M Fund Raising Docs
Attachments: Item Line Card 140628.xlsx; WinnettOrganics 50M Cochise Yolo County Proforma 140628.xlsx; WO 50M Cochise Yolo Business Summary 140628.pdf; WO 50M Cochise Yolo County Business Plan 140628.pdf; WP Organization Chart 2015 140625.xlsx; WSAL 150M Land Fund 1 140628.xlsx

Charles - Here is a complete set of documents for the \$200M in equity funds John Tyler intends to raise. This includes a \$50M equity investment in Winnett Perico and a \$150M investment in Winnett Sustainable Ag Lands Fund 1. You can ignore the recently sent materials as this set replaces all of those materials.

Regards, Dennis

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

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Tuesday, July 1, 2014 3:37 PM
To: Charles Jackson
Subject: RE: Organization Chart 2015-18

Thanks for keeping me up to date.

Regards, Dennis

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

Date: Tue, 1 Jul 2014 14:35:08 -0400
Subject: Re: Organization Chart 2015-18
From: [REDACTED]
To: [REDACTED]

Dennis,
John Tyler e-mailed me to say he is eager to proceed on assembling a fund for the purchase of organic farms. His son and family that work for GE in Africa leave over the Holidays back to Africa. John understands the essence of time here. He wants to conference call next week.
Charles

On Tue, Jul 1, 2014 at 9:52 AM, Dennis Brewer <[dennis](#)> [REDACTED] wrote:

I have worked up a dynamic organization chart - scroll down to see the adds in key positions for each plan year.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED]
www.winnettorganics.com

Winnett Perico, Inc., Ramsey, New Jersey

This contract is between Winnett Perico, Inc., 450 Island Road #35, Ramsey, New Jersey, 07446 and Charles R. Jackson Jr., PO Box 28344, Columbus, OH 43228-0344.

This contract will be for a period of two years from date of signature.

This is a best efforts contract. There is no guarantee of any funds being raised.

Mr. Jackson will negotiate payment from Winnett Perico, Inc. in advance if any travel on behalf of Winnett Perico, Inc., occurs.

A success fee of 5% of total equity raised and 100,000 shares of Winnett Perico, Inc stock will be due Charles R. Jackson Jr. The 100,000 shares shall be prorated if less than \$10 million equity is raised.

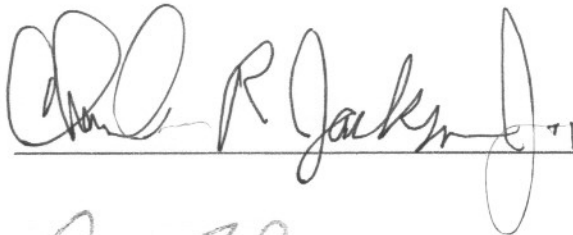
The fee and stock issuance will be paid at closing.

Any investor(s) introduced to Winnett Perico, Inc. during the contract period which brings about a successful closing will result in Mr. Jackson being due a success fee.

During the course of the contract all potential investors introduced by Mr. Jackson are priority property held by Mr. Jackson.

Any disclosure to a third party, not a member of the planned management team or other advisor to Winnett Perico, Inc., must have verbal or written permission from Mr. Jackson.

Charles R. Jackson Jr.

A handwritten signature in black ink, appearing to read "Charles R. Jackson Jr.", written over a horizontal line.

Dennis Brewer

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

This contract is dated February 7, 2014

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Tuesday, July 15, 2014 9:34 AM
To: Ray Sullivan
Subject: RE: UPDATE FROM MUBADALA

Thanks, Ray. I'll let him know. He is my only contact there.

Regards, Dennis

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

Date: Tue, 15 Jul 2014 09:12:58 -0400
Subject: Re: UPDATE FROM MUBADALA
From: [REDACTED]
To: [REDACTED]

Dennis,

Unfortunately Mubadala is a essentially owned and controlled by the Abu Dhabi government. Consequently any of its officers or employees would be regarded as government officials under the FCPA.

Barhoush's email request for a "commission" or "percentage" would clearly be an FCPA violation scenario if any thing of value went to Barhoush.

Has he been your only contact there?

Ray

Raymond F. Sullivan

Law Offices of Raymond F. Sullivan
10440 Little Patuxent Parkway
Suite 900

(Tel)
(Fax)

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On Mon, Jul 14, 2014 at 11:05 PM, Raymond Sullivan <[REDACTED]> wrote:

OK

Sent from my iPhone

On Jul 14, 2014, at 8:22 PM, Dennis Brewer <[dennis](#) [REDACTED]> wrote:

Ray - Please check out Mubadala Capital as I believe it invests on behalf of Abu Dhabi's government. When I googled it, the search engine introductory text said:

Established and owned by the Government of Abu Dhabi, **Mubadala's** strategy is built on the management of partnerships and long-term, **capital**-intensive ...

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED]

www.winnettorganics.com

Organic Vegetable, Grain and Beef Specialists

From: [REDACTED]
Date: Mon, 14 Jul 2014 19:08:58 -0400
Subject: Re: UPDATE FROM MUBADALA
To: [dennis](#) [REDACTED]

Dennis,

There is no FCPA issue if Barhoush is not a government official. If Mubadala Capital is a governmental agency, there would clearly be an issue. If you know that they are governmental there is an issue. If you are uncertain, I can research it some more.

Ray

Sent from my iPhone

On Jul 14, 2014, at 5:21 PM, Dennis Brewer
<[dennis](#)> wrote:

Ray - Please see email below and let me know if we have a FCPA issue. Thanks.

Regards, Dennis

Dennis Brewer
WinnettOrganics

[www.winnettorganics.com](#)

Organic Vegetable, Grain and Beef Specialists

From: [hani](#)
To: [dennis](#)
Subject: RE: UPDATE FROM MUBADALA
Date: Mon, 14 Jul 2014 20:46:09 +0000

Attn: Dennis

Brewer

The idea of getting a substitution for a collateral is a brilliant one, If you can immediately get an affidavit from the owners of the properties, I will definitely have a strong case to present before the Mubadala board of directors during the final review stage. Before we go into this, we must agree on my percentage if I should help your firm secure a successful loan from Mubadala. Despite your firm passing Mubadala credit score line, without a strong presentation by a director during the final review stage, getting an all clear approval by the board might be impossible. If you are willing to accept this condition and keep this communication confidential then, I can assure you that your chances of securing a loan for your project is 90%.

Regards,

Hani Barhoush
Executive Director, Mubadala Capital;
Executive Director, Acquisitions &
Investment Management
Mubadala Development Company
P.O Box 45005
Abu Dhabi
United Arab Emirate

From: [dennis](#) [REDACTED]
To: [hani](#) [REDACTED]
Subject: RE: UPDATE FROM MUBADALA
Date: Sun, 13 Jul 2014 20:38:11 -0400

We are in process on several new pieces of property in Arizona shown on the attached analysis. All the properties in Willcox, Bowie, and Elfrida, Arizona have been unused for quite a few years and, as a result, are organically certifiable. I can obtain affidavits to this effect from the owners if desired but additional time and expense will be needed to obtain organic certificates and the company does not currently have the resources needed to accomplish this. This land is valued at \$10.4 million so the loan proceeds at 50% advance rate would be \$5.2 million rather than the \$3.6 million advance originally requested against real property. If we can proceed with this substitution of collateral, then let's do so.

Regards, Dennis

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

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

Subject: RE: UPDATE FROM MUBADALA

Date: Sun, 13 Jul 2014 22:40:01 +0000

Attn: Dennis

Brewer

This is very unfortunate because, the valuation report released by the team of our valuation experts clearly shows that your company met with our required credit score needed by Mubadala Development Company.

However, the requested land registration certificate is needed to enhance your chances of getting a final approval by the Mubadala board. The documents were supposed to be deposited as part of collateral to secure the loan from Mubadala.

As an executive director with Mubadala, I can help you secure this loan but under strict conditions which must be kept very confidential and regarded as top secret. If you are willing to accept my personal conditions, I will help you get a clearance from the board on their next board meeting.

I shall wait for your immediate response to enable us continue

Regards,

Hani Barhoush
Executive Director, Mubadala Capital;
Executive Director, Acquisitions &
Investment Management
Mubadala Development Company
P.O Box 45005
Abu Dhabi
United Arab Emirate

From: [dennis](#) [REDACTED]
To: [hani](#) [REDACTED]
Subject: RE: UPDATE FROM MUBADALA
Date: Thu, 10 Jul 2014 07:58:02 -0400

We were not successful in obtaining the land we intended to use this loan for. Please withdraw our application.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED]
www.winnettorganics.com

From: [hani](#) [REDACTED]
To: [dennis](#) [REDACTED]
Subject: UPDATE FROM MUBADALA
Date: Mon, 7 Jul 2014 10:14:46 +0000

Attn: Dennis

Brewer

This is to inform you that the re-valuation process is at the final stage and you are yet to submit to us the following documents;
(1) Registration certificate of the Yolo County organic Farm Land .
(2) Copies of international passport of two members in your management team.

These documents will be urgently needed to conclude the re-valuation process before presenting the results to Mubadala board of directors for final review and possible consideration.

Regards,

Hani Barhoush
Executive Director, Mubadala Capital;
Executive Director, Acquisitions &
Investment Management
Mubadala Development Company
P.O Box 45005
Abu Dhabi
United Arab Emirate

[REDACTED]

From: [REDACTED] on behalf of Dennis Brewer
Sent: Tuesday, July 15, 2014 9:44 AM
To: Ray Sullivan
Subject: RE: UPDATE FROM MUBADALA

So it goes.

Regards, Dennis

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

Date: Tue, 15 Jul 2014 09:40:03 -0400
Subject: Re: UPDATE FROM MUBADALA
From: [REDACTED]
To: [REDACTED]

OK Dennis.

It's too bad because they appear to be a legitimate source of capital, but a corrupt official will likely ruin this possibility.

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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On Tue, Jul 15, 2014 at 9:33 AM, Dennis Brewer <[dennis](#) [REDACTED]> wrote:

Thanks, Ray. I'll let him know. He is my only contact there.

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED]

www.winnettorganics.com

Organic Vegetable, Grain and Beef Specialists

Date: Tue, 15 Jul 2014 09:12:58 -0400

Subject: Re: UPDATE FROM MUBADALA

From: [REDACTED]

To: [dennis](#) [REDACTED]

Dennis,

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Barhoush's email request for a "commission" or "percentage" would clearly be an FCPA violation scenario if any thing of value went to Barhoush.

Has he been your only contact there?

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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Sent from my iPhone

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Established and owned by the Government of Abu Dhabi,
Mubadala's strategy is built on the management of partnerships and long-term, **capital**-intensive ...

Regards, Dennis

Dennis Brewer
WinnettOrganics
[REDACTED]

www.winnettorganics.com

Organic Vegetable, Grain and Beef Specialists

From: [REDACTED]
Date: Mon, 14 Jul 2014 19:08:58 -0400
Subject: Re: UPDATE FROM MUBADALA
To: [dennis](#) [REDACTED]

Dennis,

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Regards, Dennis

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

From: [hani](#) [REDACTED]
To: [dennis](#) [REDACTED]
Subject: RE: UPDATE FROM MUBADALA
Date: Mon, 14 Jul 2014 20:46:09 +0000

At

tn: Dennis Brewer

The idea of getting a substitution for a collateral is a brilliant one, If you can immediately get an affidavit

from the owners of the properties,I will definitely have a strong case to present before the Mubadala board of directors during the final review stage. Before we go into this,we must agree on my percentage if I should help your firm secure a successful loan from Mubadala. Despite your firm passing Mubadala credit score line,without a strong presentation by a director during the final review stage,getting an all clear approval by the board might be impossible. If you are willing to accept this condition and keep this communication confidential then,I can assure you that your chances of securing a loan for your project is 90%.

Regards,

Hani Barhoush
Executive Director, Mubadala Capital;
Executive Director, Acquisitions &
Investment Management
Mubadala Development Company
P.O Box 45005
Abu Dhabi
United Arab Emirate

From: [dennis](#) [REDACTED]
To: [hani](#) [REDACTED]
Subject: RE: UPDATE FROM MUBADALA
Date: Sun, 13 Jul 2014 20:38:11 -0400

We are in process on several new pieces of property in Arizona shown on the attached analysis. All the properties in Willcox, Bowie, and Elfrida, Arizona have been unused for quite a few years and, as a result, are organically certifiable. I can obtain affidavits to this effect from the owners if desired but additional time and expense will be needed to obtain organic certificates and the company does not currently have the resources needed to accomplish this. This land is valued at \$10.4 million so the loan proceeds at 50% advance rate would be \$5.2 million rather than the \$3.6 million advance originally requested against real property. If we can proceed with this substitution

of collateral, then let's do so.

Regards, Dennis

Dennis Brewer
WinnettOrganics

www.winnettorganics.com

Organic Vegetable, Grain and Beef Specialists

From: [hani](#) [REDACTED]
To: [dennis](#) [REDACTED]
Subject: RE: UPDATE FROM MUBADALA
Date: Sun, 13 Jul 2014 22:40:01 +0000

Attn: Dennis Brewer

This is very unfortunate because, the valuation report released by the team of our valuation experts clearly shows that your company met with our required credit score needed by Mubadala Development Company.

However, the requested land registration certificate is needed to enhance your chances of getting a final approval by the Mubadala board. The documents were supposed to be deposited as part of collateral to secure the loan from Mubadala.

As an executive director with Mubadala, I can help you secure this loan but under strict conditions which must be kept very confidential and regarded as top secret. If you are willing to accept my personal conditions, I will help you get a clearance from the board on their next board meeting.

I shall wait for your immediate response to enable us continue

Regards,

Hani Barhoush
Executive Director, Mubadala Capital;
Executive Director, Acquisitions &