

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Wednesday, October 28, 2015 10:17 PM  
**To:** Jody Shechtman  
**Subject:** RE: Winnett Perico | PWP Growth Equity

Thanks, Jody. I enjoyed meeting you and look forward to making the acquaintance of other team members.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** Winnett Perico | PWP Growth Equity  
**Date:** Wed, 28 Oct 2015 20:28:58 +0000

Dennis,

It was so nice to meet you and spend some time chatting with you at the Axial event last week. Again, I'm so sorry for being a few minutes late! I hope you found your time in NYC to be productive and had a safe flight back to Tucson. As we discussed, it would be great to stay in touch and have the opportunity to get to know each other and learn more about your business as you continue to grow. The team is often in Phoenix given a recent investment in Western Window Systems so it would be easy to stop by before or after one of their board meetings. Alternatively, you're always welcome to stop by if you're back in NYC and we're always available to touch base over the phone.

I'm very much looking forward to continuing the conversation and having the opportunity to introduce you to the rest of the team at some point.

Best,  
Jody

**JODY SHECHTMAN**

**PERELLA WEINBERG PARTNERS**

767 FIFTH AVENUE  
NEW YORK, NY 10153

PHONE: [REDACTED]

MOBILE: [REDACTED]

FAX: [REDACTED]  
[REDACTED]

Please see important legal disclaimer at <http://www.pwpartners.com/disclaimers.html> which must be read and considered in connection with the information in and attached to this email. Any contract or similar agreement herein or attached to this email shall not be binding on any party until it is duly executed and delivered by all parties thereto.

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Wednesday, October 28, 2015 3:00 PM  
**To:** [REDACTED]  
**Subject:** Hyder

Mike- I spoke with the Hyder landowner this morning. He is going to give us a 10 million gallon reservoir to pump from and place a twelve inch pipe every half mile on the section lines and half section line to draw from. We should have a lease to sign next week early so we can get going on everything from there.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]

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

*Organic Fresh Food Specialists*

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Thursday, October 29, 2015 8:37 AM  
**To:** Ms. Ellie Ovcara  
**Subject:** RE: Your Project - Winnett Perico  
**Attachments:** Insight Network NDA 151029 Signed.pdf

Thanks for your email. Signed NDA attached. I look forward to our conversation on Wednesday.

Regards,  
Dennis

Dennis Brewer

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

*Organic Fresh Food Specialists*

---

Date: Thu, 29 Oct 2015 13:21:13 +0100  
Subject: Your Project - Winnett Perico  
From: [REDACTED]  
To: [REDACTED]

Dear Mr. Brewer,

thank you, on behalf of Mr. Keiser, for taking your time to have the Skype Introduction Meeting.

Following the meeting, we have discussed your project with our team and we all feel confident with the decision to take the next step and move forward with your project.

Therefore I would like to propose for a second Skype Conference in order to discuss further details.

Will you be available on Wednesday at 5:30 p.m. CET (Madrid Time)?

Moreover, kindly complete, sign and return the attached NDA before the meeting.

Looking forward to hearing from you soon.

Cordial saludo,

Ellie Ovcara  
**Insight Manager**





# Insight Network Spain

*Oficina de representación:*

*Calle Antina 22 Primera Planta, 03130,  
St. Pola, Comunidad Valenciana, España.*

*Teléfono: +34 96 541 17 58*

*Skype: [insightnetwork.ch](https://www.skype.com/en/contacts/insightnetwork.ch)*



[www.fundacity.com/insight-network](http://www.fundacity.com/insight-network)

**This message and any attached files contains confidential and/or privileged information. Unless you are the intended addressee (or authorized to receive for the intended addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. In accordance with Article 5 of the Law (15/1999) regarding Protection of Personal Data and its Development Regulations, by virtue of which the rights of information and the collection of data are regulated.**

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Thursday, October 29, 2015 11:21 AM  
**To:** Doug Petersen  
**Subject:** RE: Status Report

Thanks, Doug. Let's hope the wire transfer hits the bank in the next few days.  
Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** RE: Status Report  
**Date:** Thu, 29 Oct 2015 15:18:51 +0000

Good Morning Dennis,

I don't want to jinx you, but congratulations! That is a really big step and great news. Your vision is starting to "come to life" and I am enjoying watching it unfold.

Thanks,  
Doug

---

**From:** Dennis Brewer [mailto:[REDACTED]]  
**Sent:** Thursday, October 29, 2015 7:59 AM  
**To:** Ray Sullivan; Greg Crossgrove; Peter LeBlond; Paul Smith; [REDACTED]  
[REDACTED] David Mota; Jason Waseman; Doug Petersen; Dean T. Smith  
**Subject:** Status Report

**Investors** - We have a new 40% owner, assuming the equity funding closes for \$52 million as planned. They are Jabor International, a Qatar based investment fund. We have both signed the definitive agreement. This deal should close in two to three working days. We have options and backups in case they do not close, including our PPM and IPO with Adamson and another investment banker contact who sells debt.

**Lenders** - Spoke with MARV Capital contacts yesterday. They and LeaseQ are the most active in sourcing the \$30 million in debt we are seeking. Coco Capital has offered to do this for us as well but want an exclusive - we are negotiating with them on this.

**Initial Public Offering** - Working on audits and S-1 for submittal to SEC. Anticipate public offering in January if all goes well with SEC. Offering amount not yet known.

**Land** - Working to finalize lease on 5000 Hyder acres, with option for 5,000 additional acres each year to 15,000 total acres. This is down from initial 20,000 acres as water quality on some of the land is better suited to non-vegetable crops which we will not be growing. Have sent proposal to lease 3,000 up to 18,000 acres in Kingman, AZ to take advantage of differing seasonality. No feedback on our Kingman proposal or Nevada ranch proposal.

**Crop Planning** - Check our website for more information on availability. Over the next several weeks, we are in the process of gathering information on what our clients would prefer us to grow.

**Plant** - Progressing well. Permits are coming on schedule. We are waiting on funding and finalization of Hyder farm lease before leasing the Casa Grande plant building. Meeting with all vendors and contractors on Tuesday went well. We will need to make down payments to contractors and sign orders and contracts next week to keep things on schedule.

**Customers** - Peter LeBlond attended Produce Marketing Association meeting and introduced us to major accounts including Dole, Kroger's, Albertson's, Costco, and others. We received an excellent initial response from many of the largest players in the retail space.

**Key employees** - We are looking for a Sales Coordinator and five Finance Directors - Controller, Human Resources, Pricing, Procurement, and Automation, Software, and Support. We have leads on the Controller, HR, and Automation, Software and Support positions.

**Corporate Office** - We have received a letter of intent for the UA Technology Park in Tucson. We are going to establish a 1,900 s.f. temporary office as soon as funding permits and then move to 10,000 s.f. of permanent space.

**Automation, Software and Support** - No changes.

**Certifications** - No changes. Food Safety Director will begin food safety and organic certification processes immediately upon starting employment. He has excellent connections with several of the certifying organizations.

Regards,  
Dennis

Dennis Brewer



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

*Organic Fresh Food Specialists*

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Friday, October 30, 2015 11:24 AM  
**To:** Ken Krapf  
**Subject:** RE: Update

The background as to your history as to New Jersey....to a Colorado corporation.....to coming to AZ.

I moved from the Seattle area to Boston to New Jersey for a job I held as Vice President - Consulting in 2007-2008. I was approached by the Company to invest as they had been losing money (had I known this I would not have taken the position). I declined based upon their financial condition and was laid off six weeks later. After a period of unemployment, I decided to do "something in agriculture." I looked at all the conventional options and eventually came back around to grains and beef.

I formed the Company in 2012 in Colorado as our headquarters was going to be in Loveland so we could farm up and down the east side of the Rockies. I turned down \$6 million in 2012 as they wanted 66% of the Company. I subsequently got into vegetables and after careful research on growing conditions, yields and land prices decided to come to Arizona as it offered the best option for all three - subject, of course, to water quality and availability.

Through some local knowledge, I was introduced to a landowner in Hyder who has 20,000 acres of which 15,000 has suitable water quality for vegetables. We will sign a lease on that property next week. The Casa Grande location was selected as a central site to various Arizona growing regions so we could take advantage of the differing elevations to grow at different times of the year, extending our season and maximizing use of the 193,000 sf plant. We are investing about \$30 million in the plant and equipment. In its planned configuration, it will max out at \$300 million annual revenue. However, we are signing options for additional space in the same 581,000 sf building and would eventually like to own the building.

- The details on the red flag you mentioned you have on Check Credit.....I believe you mentioned one of your relationship customers bounced a check on you, etc.

A potential investor bounced checks on me in both my personal account and business account at Bank of America. I made some payments relying on the funds as good funds. Shortly thereafter, both accounts were closed due to "account abuse." I have paid off the overdrafts on both accounts. Prior to receiving those bogus funds, both accounts contained very small balances.

Due to my extremely low income and prior unemployment, I was unable to pay off a credit card to BofA which resulted in a judgement which is unsatisfied. I believe this judgement entered into their decision to close both checking accounts for "account abuse." This judgement will be paid off as soon as funds from our investor become available. The Company owes me back pay to the beginning of 2015 at \$785,000 per year.

Regards,  
Dennis

Dennis Brewer  
[REDACTED] [REDACTED]

---

From: [REDACTED]  
To: [REDACTED]  
CC: [REDACTED]  
Date: Fri, 30 Oct 2015 07:57:10 -0700  
Subject: Update

Hi Dennis.  
Just an update on our process.  
Our Grandpoint senior team is reviewing the packet Paula and I sent to them yesterday.

In the mean time.....please email me a recap of :

- The background as to your history as to New Jersey....to a Colorado corporation.....to coming to AZ.
- The details on the red flag you mentioned you have on Check Credit.....I believe you mentioned one of your relationship customers bounced a check on you, etc.

I anticipate the senior group will come back with these 2 questions (and probably a few more).  
I be in touch. Have a great Halloween weekend.

Kenneth J. Krapf  
Sr. Vice President



4400 E. Broadway  
Tucson, AZ 85711  
Phone : [REDACTED]  
Fax : [REDACTED]  
[REDACTED]

Five-Star Superior Rating by BauerFinancial

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Friday, October 30, 2015 8:04 AM  
**To:** Ahmed Al Sada  
**Cc:** [REDACTED]  
**Subject:** FW: Wire info | update

See message below for the account name. Thanks, Terry.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** RE: Wire info | update  
**Date:** Fri, 30 Oct 2015 12:01:09 +0000

The account name is: **Winnett Perico Inc., Attn: Dennis Brewer**

**Terence McNamara**  
Investment Consultant  
**TD Ameritrade**

165 Route 17, South  
Paramus, NJ 07652

TEL: [REDACTED]

FAX: [REDACTED]

Email: [REDACTED]

This message is confidential and sent by TD Ameritrade solely for use by the intended recipient. If you are not the intended recipient, you are hereby notified that any use, distribution or copying of this communication is strictly prohibited. This should not be deemed as an offer or solicitation, to buy or sell any product. Any 3rd party information contained herein was prepared by sources deemed reliable, but is not guaranteed. TD Ameritrade does not accept electronic instructions that would require an original signature. Information received by or sent from TD Ameritrade is stored, subject to review, and may be produced to regulatory authorities or others with a legal right to such.

---

**From:** Dennis Brewer [mailto:[REDACTED]]  
**Sent:** Thursday, October 29, 2015 9:39 PM  
**To:** McNamara, Terence J  
**Subject:** FW: Wire info | update

Terry - Please verify what account name would have been on the \$9975 TD Ameritrade wire to the Qatar Ministry of Economics and Commerce.

Regards,  
Dennis

Dennis Brewer

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

*Organic Fresh Food Specialists*

---

Date: Thu, 29 Oct 2015 21:01:21 +0100

Subject: Re: FW: Wire info | update

From: [REDACTED]

To: [REDACTED]

Al Sada Advocates & Consultants

First Floor, Office No. 103,

Jaidah Square, Airport Road

PO Box 47308 Doha,

State of Qatar

Telephone: +97466508464

Email: [REDACTED]

Date: 29-10-2015

Sir,

Thank you for contacting us at Al Sada Advocates & Consultants, Doha, Qatar. We are poised to give you the best service available.

I was informed by the ministry officials that the payment that was received in their account was not from TD Ameritrade so if there was any other account name that the payment was sent from, can you inquire from your broker immediately and let us know as the ministry receive payments from different people and have to be sure of whose payment they are receiving.

I will appreciate your swift response to solve this.

Yours Sincerely,

Dr.Ahmed Ibrahim Al Sada esq.

Managing Partner.

On Thursday, October 29, 2015, Ahmed Al Sada <[REDACTED]> wrote:

> Al Sada Advocates & Consultants

> First Floor, Office No. 103,

> Jaidah Square, Airport Road

> PO Box 47308 Doha,

> State of Qatar

> Telephone: +97466508464  
> Email: [REDACTED]  
> Date: 29-10-2015  
>  
>  
> Sir,  
>  
> Thank you for contacting us at Al Sada Advocates & Consultants, Doha, Qatar. We are poised to give you the best service available.  
>  
> We received the information you provided and have forwarded same to the ministry. We will update you once the payment has been confirmed and we will complete the process for the license accordingly.  
>  
> We will let you know as soon as possible.  
>  
> Yours Sincerely,  
> Dr.Ahmed Ibrahim Al Sada esq.  
> Managing Partner.  
>  
> On Wednesday, October 28, 2015, Dennis Brewer <[REDACTED]> wrote:  
>> Attached please find most of the information you requested. The account number is not available.  
>>  
>> Regards,  
>> Dennis  
>>  
>> Dennis Brewer  
>> [REDACTED]  
>> [www.winnettorganics.com](http://www.winnettorganics.com)  
>> Organic Fresh Food Specialists  
>>  
>>  
>>  
>> \_\_\_\_\_  
>> From: [REDACTED]  
>> To: [REDACTED]  
>> Subject: RE: Wire info  
>> Date: Wed, 28 Oct 2015 17:58:52 +0000  
>>  
>> Hello Mr. Brewer:  
>>  
>>  
>>  
>> We send all our International wires through Wells Fargo Bank,  
>>  
>>  
>>  
>>  
>> Wells Fargo Bank



>>  
>> 420 Montgomery Street  
>>  
>> San Francisco, CA 94104  
>>  
>>  
>>  
>>  
>>  
>> The account name is TD Ameritrade. For securities purposes we are unable to provide our account number.

>>  
>> The Fed Funds confirmation number for your wire is listed below.

>>  
>>  
>>  
>> TRACKING #: 1027I1B7032R004042

>>  
>>  
>>  
>> Terence McNamara  
>> Investment Consultant

>>  
>> TD Ameritrade  
>>  
>> 165 Route 17, South  
>> Paramus, NJ 07652

>> TEL: [REDACTED]

>> FAX: [REDACTED]

>> Email: [REDACTED]

>>  
>> This message is confidential and sent by TD Ameritrade solely for use by the intended recipient. If you are not the intended recipient, you are hereby notified that any use, distribution or copying of this communication is strictly prohibited. This should not be deemed as an offer or solicitation, to buy or sell any product. Any 3rd party information contained herein was prepared by sources deemed reliable, but is not guaranteed. TD Ameritrade does not accept electronic instructions that would require an original signature. Information received by or sent from TD Ameritrade is stored, subject to review, and may be produced to regulatory authorities or others with a legal right to such.

>>  
>>  
>>  
>>  
>>  
>>  
>>

>> From: Dennis Brewer [mailto:[REDACTED]]  
>> Sent: Wednesday, October 28, 2015 1:28 PM  
>> To: McNamara, Terence J

>> Subject: FW: Wire info  
>>  
>>  
>>  
>> Terry - Please provide information requested in the email below as soon as possible. Thanks.  
>>  
>> Regards,  
>> Dennis  
>>  
>> Dennis Brewer  
>> [REDACTED]  
>> [www.winnettorganics.com](http://www.winnettorganics.com)  
>> Organic Fresh Food Specialists  
>>  
>> \_\_\_\_\_  
>>  
>> Date: Wed, 28 Oct 2015 18:24:34 +0100  
>> Subject: Re: FW: Wire info  
>> From: [REDACTED]  
>> To: [REDACTED]  
>>  
>> Al Sada Advocates & Consultants  
>> First Floor, Office No. 103,  
>> Jaidah Square, Airport Road  
>> PO Box 47308 Doha,  
>> State of Qatar  
>> Telephone: +97466508464  
>> Email: [REDACTED]  
>> Date: 28-10-2015  
>>  
>>  
>> Sir,  
>>  
>> Thank you for contacting us at Al Sada Advocates & Consultants, Doha,  
>> Qatar. We are poised to give you the best service available.  
>>  
>> Please can you send me the following information :  
>>  
>> Name of the bank payment was made from:  
>> Account name and number that payment was made from.  
>>  
>> The requested information will be enough to confirm the payment.  
>>  
>> Get back to me shortly.  
>>  
>> Yours Sincerely,  
>> Dr.Ahmed Ibrahim Al Sada esq.  
>> Managing Partner.

>>  
>> On Wednesday, October 28, 2015, Dennis Brewer <[REDACTED]> wrote:  
>>> Below please find the information from my brokerage firm which includes the tracking number.  
>>>  
>>> Regards,  
>>> Dennis  
>>>  
>>> Dennis Brewer  
>>> [REDACTED]  
>>> [www.winnettorganics.com](http://www.winnettorganics.com)  
>>> Organic Fresh Food Specialists  
>>>  
>>>  
>>> \_\_\_\_\_  
>>> From: [REDACTED]  
>>> To: [REDACTED]  
>>> Subject: Wire info  
>>> Date: Wed, 28 Oct 2015 16:58:19 +0000  
>>>  
>>> WIRE FUNDS WIRE SENT 10/27/2015 09:40:22 TRACKING #: 1027I1B7032R004042  
>>>  
>>> 10/27/2015  
>>>  
>>> 10/27/2015  
>>>  
>>>  
>>>  
>>>  
>>>  
>>>  
>>> 9,975.00  
>>>  
>>>  
>>>  
>>>  
>>>  
>>> Terence McNamara  
>>> Investment Consultant  
>>>  
>>> TD Ameritrade  
>>>  
>>> 165 Route 17, South  
>>> Paramus, NJ 07652  
>>> TEL: [REDACTED]  
>>> FAX: [REDACTED]  
>>> Email: [REDACTED]  
>>>  
>>> This message is confidential and sent by TD Ameritrade solely for use by the intended recipient. If you are not the intended recipient, you are hereby notified that any use, distribution or copying of this communication

is strictly prohibited. This should not be deemed as an offer or solicitation, to buy or sell any product. Any 3rd party information contained herein was prepared by sources deemed reliable, but is not guaranteed. TD Ameritrade does not accept electronic instructions that would require an original signature. Information received by or sent from TD Ameritrade is stored, subject to review, and may be produced to regulatory authorities or others with a legal right to such.

>>>

>>>

>>>

>>>

>>>

>>>

>>

>> --

هذا البريد الإلكتروني وأية ملفات تنتقل معها سرية وتهدف فقط لاستخدام الفرد أو الكيان الذي يتم التصدي لها. إذا كنت قد تلقيت هذه الرسالة >> عن طريق الخطأ يرجى إعلامنا في السادة للمحاماة والاستشارات. هذه الرسالة تحتوي على معلومات سرية، ويقصد فقط لشخص يدعى. إذا لم تكن المرسل اسمه يجب أن لا تنتشر أو توزيع أو نسخ هذا البريد الإلكتروني. يرجى إبلاغ المرسل فوراً عن طريق البريد الإلكتروني إذا كنت قد تلقيت هذا البريد الإلكتروني عن طريق الخطأ، وحذف هذا البريد الإلكتروني من النظام الخاص بك. إذا لم تكن المتلقي المقصود يتم إعلامك بأن الكشف عن ونسخها وتوزيعها أو اتخاذ أي إجراء في الاعتماد على محتويات هذه المعلومات ممنوع منعاً باتاً.

>> \_\_\_\_\_

>> Al Sada Advocates & Consultants, First Floor, Office No. 103, Jaidah Square, Airport Road, PO Box 47308  
Doha, State of Qatar

>>

>>

>

> --

هذا البريد الإلكتروني وأية ملفات تنتقل معها سرية وتهدف فقط لاستخدام الفرد أو الكيان الذي يتم التصدي لها. إذا كنت قد تلقيت هذه الرسالة عن > طريق الخطأ يرجى إعلامنا في السادة للمحاماة والاستشارات. هذه الرسالة تحتوي على معلومات سرية، ويقصد فقط لشخص يدعى. إذا لم تكن المرسل اسمه يجب أن لا تنتشر أو توزيع أو نسخ هذا البريد الإلكتروني. يرجى إبلاغ المرسل فوراً عن طريق البريد الإلكتروني إذا كنت قد تلقيت هذا البريد الإلكتروني عن طريق الخطأ، وحذف هذا البريد الإلكتروني من النظام الخاص بك. إذا لم تكن المتلقي المقصود يتم إعلامك بأن الكشف عن ونسخها وتوزيعها أو اتخاذ أي إجراء في الاعتماد على محتويات هذه المعلومات ممنوع منعاً باتاً.

> \_\_\_\_\_

> Al Sada Advocates & Consultants, First Floor, Office No. 103, Jaidah Square, Airport Road, PO Box 47308  
Doha, State of Qatar

>

>

>

--

هذا البريد الإلكتروني وأية ملفات تنتقل معها سرية وتهدف فقط لاستخدام الفرد أو الكيان الذي يتم التصدي لها. إذا كنت قد تلقيت هذه الرسالة عن طريق الخطأ يرجى إعلامنا في السادة للمحاماة والاستشارات. هذه الرسالة تحتوي على معلومات سرية، ويقصد فقط لشخص يدعى. إذا لم تكن المرسل اسمه يجب أن لا تنتشر أو توزيع أو نسخ هذا البريد الإلكتروني. يرجى إبلاغ المرسل فوراً عن طريق البريد الإلكتروني إذا كنت قد تلقيت هذا البريد الإلكتروني عن طريق الخطأ، وحذف هذا البريد الإلكتروني من النظام الخاص بك. إذا لم تكن المتلقي المقصود يتم إعلامك بأن الكشف عن ونسخها وتوزيعها أو اتخاذ أي إجراء في الاعتماد على محتويات هذه المعلومات ممنوع منعاً باتاً.

Al Sada Advocates & Consultants, First Floor, Office No. 103, Jaidah Square, Airport Road, PO Box 47308 Doha,  
State of Qatar

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Friday, October 30, 2015 5:44 PM  
**To:** Barry Oliver  
**Subject:** Terminal  
**Attachments:** hyder\_PROJECT COSTS.pdf

Barry - Just received this terminal cost estimate from our architect - includes costs for cooler, pressure coolers, office, and shop. This size facility will easily support 8,000 acres and could be used for up to 15,000 acres if we double shift our operations to get maximum turns per day through the facility.

Enjoy your weekend.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

[REDACTED]

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Monday, November 2, 2015 5:48 PM  
**To:** Ken Krapf  
**Subject:** RE: Update

Details of the lawsuit filed 6/29/10 in New Jersey courts..... Filed on behalf of a creditor who had purchased the Bank of America credit card receivable which was past due. Was unemployed and unable to pay credit card balance of \$9500, no income so they filed against me, lost my apartment about the same time due to rent issues and wound up in shelter for a time until permanent housing was found for me. I have lived on a small stipend since that time but will now finally be able to pay off the judgement once the normal compensation begins in the next week or two.

and also of the \$55k civil judgment from back in 1993 (was this in relation to the Chpt 7 Bankruptcy in 1993?). The \$55K judgement was by a factoring company against me for non-payment of factoring fees. Had worked for two years with no income in an attempt to turnaround an environmental services company I owned which ultimately failed due to lack of performance bonding capacity. The BK was caused by a garnishment of my wife's compensation per her demand.

- Work experience and salaries (probably best to include a resume for all of this).....history of property addresses/licenses. Resume sent. Recent salaries were \$200K at Establish and \$145K at CNA Consulting. Not able to recall prior salaries with any accuracy. WAs at 11729 NE 149th St Kirkland, WA from 1990 to 2005, moved to Boston for two years 2006-2007, then to 282 Palisade Ave #5 from August 2007 until August 2010. Sheltered from Sep 2010 to March 2011 then to current address in April 2011 until now. Held CPA license in Washington from 1980 to 1987.

Let me know if you need more on any of these.

Regards,  
Dennis

Dennis Brewer  
[REDACTED] [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**Date:** Mon, 2 Nov 2015 14:00:58 -0800  
**Subject:** Update

Hi Dennis.

The Compliance Dept came back with the following questions. Whatever info you have for these 2 sections would be a big help. I'm sure you are well aware that the Bank Secrecy Act covers a broad-brush for bank's that need to know their customers. The FDIC is very hard in this area of banking :

- Details of the lawsuit filed 6/29/10 in New Jersey courts.....and also of the \$55k civil judgment from back in 1993 (was this in relation to the Chpt 7 Bankruptcy in 1993?).
- Work experience and salaries (probably best to include a resume for all of this).....history of property addresses/licenses.

That's it. Your details will help speed our due diligence up.  
Thanks in advance.

Kenneth J. Krapf  
Sr. Vice President



4400 E. Broadway  
Tucson, AZ 85711

Phone : [REDACTED]

Fax : [REDACTED]  
[REDACTED]

Five-Star Superior Rating by BauerFinancial

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Tuesday, November 3, 2015 5:05 PM  
**To:** Ken Krapf  
**Subject:** RE: Update

Ken - All items are submitted to the SEC electronically. If there is an SEC contact, you would have to get that information from the Securities Attorney.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**Date:** Tue, 3 Nov 2015 13:51:35 -0800  
**Subject:** Update

Hi Dennis.  
Just an update on progress today.  
I talked to Andy at Adamson.....and I put in a message to Tracy with his secretary at the law firm at 8:15 this AM. Waiting for a call back.  
You emailed me the TD account statements and you are going to email me the SEC contact when you receive it.  
  
Thanks.

Kenneth J. Krapf  
Sr. Vice President



4400 E. Broadway  
Tucson, AZ 85711  
Phone : [REDACTED]  
Fax : [REDACTED]  
[REDACTED]

Five-Star Superior Rating by BauerFinancial



[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Tuesday, November 3, 2015 12:57 PM  
**To:** Jon Cross  
**Subject:** RE: Winnett

Jon - We are supposed to be receiving \$52 million this week from a private placement. Our S-1 is coming together and we expect to be doing an IPO in early January. We currently have seven employees working to get us into production on a 15,000 acre farm in southwestern Arizona. We are talking to Kroger's, Dole, Costco, Albertson's, and several others about customer relationships and should have orders and contracts in the next four weeks. Things are moving smoothly in the right direction.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

Date: Tue, 3 Nov 2015 12:15:51 -0500  
Subject: Winnett  
From: [REDACTED]  
To: [REDACTED]

Dennis,

How are things moving along?

*JONATHAN CROSS*  
PRESIDENT  
PRIVATE EQUITY

**BLACKPOOL GROUP, INC.**  
**477 MADISON AVENUE**  
**SIXTH FLOOR**  
**NEW YORK, NEW YORK 10022**

[REDACTED]

**PRIVATE EQUITY ACCESS**

**LINKEDIN**

CONFIDENTIALITY NOTICE - THIS EMAIL TRANSMISSION AND ANY DOCUMENTS, FILES OR PREVIOUS EMAIL MESSAGES ATTACHED TO IT MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL OR LEGALLY

PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR A PERSON RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU MUST NOT READ THIS TRANSMISSION AND THAT ANY DISCLOSURE, COPYING, PRINTING, DISTRIBUTION OR USE OF ANY OF THE INFORMATION CONTAINED IN OR ATTACHED TO THIS TRANSMISSION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE OR RETURN EMAIL AND DELETE THE ORIGINAL TRANSMISSION AND ITS ATTACHMENTS WITHOUT READING OR SAVING IN ANY MANNER. THANK YOU.

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Wednesday, November 4, 2015 12:49 PM  
**To:** Don Keiser  
**Subject:** RE: Terms Winnett Perico project.

Don - Agreed. I look forward to our call on Monday.

Regards,  
Dennis

Dennis Brewer

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

*Organic Fresh Food Specialists*

---

Date: Wed, 4 Nov 2015 18:45:22 +0100

Subject: Terms Winnett Perico project.

From: [REDACTED]

To: [REDACTED]

Dear Dennis,

As discuss in our meeting the terms in a nutshell; the idea is to raise 100.000.000 (USD) in the form of long-term (medium) notes, with the possibility to convert at the end of year fifteen, by the main share holder into shares - this is our emergency exit door, which can only be used if there is no money to pay back all of the note holders at the same time. There are two hundred "the minimum amount in the EU to deal with a professional accredited investor is 150.000 (EUR)" long-term notes of 500.000 (USD) each, this makes the total of 100.000.000 (USD) needed for the "Winnett Perico" project.

The notes are for a maximum of fifteen years. The interest (return of investment) over the notes is 5.8% annually, paid by the end of the year (a 12 moths period).

Winnett Perico Inc (the entrepreneur) can pay back the notes to the potential Participation (note) Holders, without paying a fine or cost, from year five.

The two hundred participations (notes) have a number, not a name, this is done so that the potential Participation Holder can re-sell his note to a third party (with your permission) and get, with this option, his/her money back earlier than on the end of year fifteen.

The notes are only covered with the assets of the incorporation, NOT with the (private) assets of the director and/or share holder(s).

We meet again to discuss our sales strategy - presentation, Monday the 9 of November at 17.00 (Madrid) CET time.

I look forward to get this project on the rail.

Have a great day.

Cordial saludo,

Mr. Don Keiser  
**Insight Director**



## Insight Network Spain

Oficina de representación:  
Calle Antina 22 Primera Planta, 03130,  
St. Pola, Comunidad Valenciana, España.  
Teléfono: +34 96 541 17 58  
Skype: [insightnetwork.ch](https://www.skype.com/user/insightnetwork.ch)



[www.fundacity.com/insight-network](http://www.fundacity.com/insight-network)

This message and any attached files contains confidential and/or privileged information. Unless you are the intended addressee (or authorized to receive for the intended addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. In accordance with Article 5 of the Law (15/1999) regarding Protection of Personal Data and its Development Regulations, by virtue of which the rights of information and the collection of data are regulated.

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Wednesday, November 4, 2015 2:06 PM  
**To:** Paul Smith; [REDACTED] Peter LeBlond  
**Subject:** \$100MM

FYI - I have committed us to raising \$100 million in 15 year debt at 5.8% through a Spanish investment bank. The offering will be in the form of \$500,000 notes which we may convert to shares at our option upon maturity, or may pay off any time after 5 years. The offering will begin later this month or in December.

No word today on the Jabor offering. We are waiting on the license from the Qatar Ministry of Economics and Commerce.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]

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

*Organic Fresh Food Specialists*

[REDACTED]

---

**From:** Mr. Don Keiser <[REDACTED]>  
**Sent:** Wednesday, November 4, 2015 12:45 PM  
**To:** [REDACTED]  
**Subject:** Terms Winnett Perico project.

Dear Dennis,

As discuss in our meeting the terms in a nutshell; the idea is to raise 100.000.000 (USD) in the form of long-term (medium) notes, with the possibility to convert at the end of year fifteen, by the main share holder into shares - this is our emergency exit door, which can only be used if there is no money to pay back all of the note holders at the same time.

There are two hundred "the minimum amount in the EU to deal with a professional accredited investor is 150.000 (EUR)" long-term notes of 500.000 (USD) each, this makes the total of 100.000.000 (USD) needed for the "Winnett Perico" project.

The notes are for a maximum of fifteen years. The interest (return of investment) over the notes is 5.8% annually, paid by the end of the year (a 12 moths period).

Winnett Perico Inc (the entrepreneur) can pay back the notes to the potential Participation (note) Holders, without paying a fine or cost, from year five.

The two hundred participations (notes) have a number, not a name, this is done so that the potential Participation Holder can re-sell his note to a third party (with your permission) and get, with this option, his/her money back earlier than on the end of year fifteen.

The notes are only covered with the assets of the incorporation, NOT with the (private) assets of the director and/or share holder(s).

We meet again to discuss our sales strategy - presentation, Monday the 9 of November at 17.00 (Madrid) CET time.

I look forward to get this project on the rail.

Have a great day.

Cordial saludo,

Mr. Don Keiser  
**Insight Director**



**Insight Network Spain**

*Oficina de representación:*

*Calle Antina 22 Primera Planta, 03130,  
St. Pola, Comunidad Valenciana, España.  
Teléfono: +34 96 541 17 58*

Skype: [insightnetwork.ch](https://www.skype.com/people/insightnetwork.ch)



[www.fundacity.com/insight-network](https://www.fundacity.com/insight-network)

This message and any attached files contains confidential and/or privileged information. Unless you are the intended addressee (or authorized to receive for the intended addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. In accordance with Article 5 of the Law (15/1999) regarding Protection of Personal Data and its Development Regulations, by virtue of which the rights of information and the collection of data are regulated.

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Wednesday, November 4, 2015 5:21 PM  
**To:** Dean T. Smith  
**Subject:** RE: Fresh Express

Outstanding. We are getting excellent traction from other processors such as Dole. Thanks for your efforts.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** Fresh Express  
**Date:** Wed, 4 Nov 2015 14:15:59 -0800

Dennis,

My main go to contact at Fresh Express Salinas, CA is going to talk to her marketing team locally and their new corporate headquarters in Orlando.

She said and I quote "Dean we have really missed the boat on providing ORGANIC salad mixes, kits, etc. and this makes sense to at least get a conversation going:"

Since Fresh Express was sold by Chiquita to Cutrale Brazil, they have lost market share due to customer concerns about their future.

They still have the highest sanitary standards in the produce industry, and with plants in Salinas, Chicago, Philadelphia, Dallas, and Morrow Georgia, excellent logistics.

Will keep you posted just got off the phone with her.

Dean

**From:** [Dennis Brewer](#)  
**Sent:** Thursday, October 29, 2015 6:10 PM  
**To:** [Dean T. Smith](#)  
**Subject:** RE: Status Report



Dean - We are having active conversations with Dole right now. Could use a Fresh Express contact. And thanks!

Regards,  
Dennis

Dennis Brewer

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

*Organic Fresh Food Specialists*

---

From: [REDACTED]

To: [REDACTED]

Subject: Re: Status Report

Date: Thu, 29 Oct 2015 10:24:30 -0700

Good morning Dennis,

Appreciate the update. I have direct contacts with Fresh Express and Dole if you are interested in me introducing you, and perhaps you can pay them a visit?

Have worked with Fresh Express (Air freight and truck services) since 2009.

networking cannot hurt?

Dean Smith

**From:** [Dennis Brewer](#)

**Sent:** Thursday, October 29, 2015 4:58 AM

**To:** [Ray Sullivan](#) ; [Greg Crossgrove](#) ; [Peter LeBlond](#) ; [Paul Smith](#) ; [REDACTED] ;  
[REDACTED] ; [David Mota](#) ; [Jason Waseman](#) ; [Doug Petersen](#) ; [Dean T. Smith](#)

**Subject:** Status Report

**Investors** - We have a new 40% owner, assuming the equity funding closes for \$52 million as planned. They are Jabor International, a Qatar based investment fund. We have both signed the definitive agreement. This deal should close in two to three working days. We have options and backups in case they do not close, including our PPM and IPO with Adamson and another investment banker contact who sells debt.

**Lenders** - Spoke with MARV Capital contacts yesterday. They and LeaseQ are the most active in sourcing the \$30 million in debt we are seeking. Coco Capital has offered to do this for us as well but want an exclusive - we are negotiating with them on this.

**Initial Public Offering** - Working on audits and S-1 for submittal to SEC. Anticipate public offering in January if all goes well with SEC. Offering amount not yet known.

**Land** - Working to finalize lease on 5000 Hyder acres, with option for 5,000 additional acres each year to 15,000 total acres. This is down from initial 20,000 acres as water quality on some of the land is better suited to non-vegetable crops which we will not be growing. Have sent proposal to lease 3,000 up to 18,000 acres in Kingman, AZ to take advantage of differing seasonality. No feedback on our Kingman proposal or Nevada ranch proposal.

**Crop Planning** - Check our website for more information on availability. Over the next several weeks, we are in the process of gathering information on what our clients would prefer us to grow.

**Plant** - Progressing well. Permits are coming on schedule. We are waiting on funding and finalization of Hyder farm lease before leasing the Casa Grande plant building. Meeting with all vendors and contractors on Tuesday went well. We will need to make down payments to contractors and sign orders and contracts next week to keep things on schedule.

**Customers** - Peter LeBlond attended Produce Marketing Association meeting and introduced us to major accounts including Dole, Kroger's, Albertson's, Costco, and others. We received an excellent initial response from many of the largest players in the retail space.

**Key employees** - We are looking for a Sales Coordinator and five Finance Directors - Controller, Human Resources, Pricing, Procurement, and Automation, Software, and Support. We have leads on the Controller, HR, and Automation, Software and Support positions.

**Corporate Office** - We have received a letter of intent for the UA Technology Park in Tucson. We are going to establish a 1,900 s.f. temporary office as soon as funding permits and then move to 10,000 s.f. of permanent space.

**Automation, Software and Support** - No changes.

**Certifications** - No changes. Food Safety Director will begin food safety and organic certification processes immediately upon starting employment. He has excellent connections with several of the certifying organizations.

Regards,  
Dennis

Dennis Brewer



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

*Organic Fresh Food Specialists*

Dean T Smith

White Wolf Properties, LLC

Sasha's Farm Fresh, LLC



NOTICE: This message, including any attachments, is intended for the use of the party to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, any dissemination, distribution or copying of this communication is strictly prohibited. If

you have received this communication in error, please contact the sender immediately by reply e-mail, and delete the original and any copies of this message. It is the sole responsibility of the recipient to ensure that this message and any attachments are virus free

Dean T Smith

White Wolf Properties, LLC

Sasha's Farm Fresh, LLC



NOTICE: This message, including any attachments, is intended for the use of the party to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If you are not the intended recipient, any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately by reply e-mail, and delete the original and any copies of this message. It is the sole responsibility of the recipient to ensure that this message and any attachments are virus free

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Thursday, November 5, 2015 12:58 PM  
**To:** Lino Belli  
**Subject:** RE: October Invoices: Winnett

Lino - I have your last invoice and will pay both of them as soon as our funding is received - looks like next week we will have the \$52 million discussed at our last meeting at Willmeng.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**CC:** [REDACTED]  
**Subject:** Fw: October Invoices: Winnett  
**Date:** Thu, 5 Nov 2015 17:53:53 +0000

Dennis,  
Attached is your October invoice, we will forward a hard copy as well.  
Did you get our last invoice ok, do you have any questions?  
We are moving forward on all fronts, will need to review our schedule as soon as we are able to submit Planning approval documents.

Thanks,

lino



---

**From:** Nicole Taylan  
**Sent:** Thursday, November 05, 2015 9:48 AM  
**To:** Lino Belli  
**Subject:** October Invoices: Winnett

Lino,

Attached are the invoices Winnett Organics.

Please let me know if you have any questions.

Thank You,  
Nicole Taylan



[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Thursday, November 5, 2015 7:07 AM  
**To:** Ahmed Al Sada  
**Subject:** RE: MEC JV Business License | update

Thank you for the update.

Regards,  
Dennis

Dennis Brewer

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

*Organic Fresh Food Specialists*

> Date: Thu, 5 Nov 2015 12:58:34 +0100  
> Subject: MEC JV Business License | update  
> From: [REDACTED]  
> To: [REDACTED]  
>  
> Al Sada Advocates & Consultants  
> First Floor, Office No. 103,  
> Jaidah Square, Airport Road  
> PO Box 47308 Doha,  
> State of Qatar  
> Telephone: +97466508464  
> Email: [REDACTED]  
> Date: 05-11-2015  
>  
>  
>  
> Sir,  
>  
> Thank you for contacting us at Al Sada Advocates & Consultants, Doha,  
> Qatar. We are poised to give you the best service available.  
>  
> We have received the JV Business License this morning and have  
> forwarded same to you as attached to this email for your perusal and  
> have also forwarded to the investors for necessary action.  
>  
> The transfer will be done by Sunday as Fridays are not working days  
> here. I will get back to you as soon as possible.  
>  
> Yours Sincerely,

> Dr.Ahmed Ibrahim Al Sada esq.

> Managing Partner.

>

> --

> هذا البريد الإلكتروني وأية ملفات تنتقل معها سرية وتهدف فقط لاستخدام  
> الفرد أو الكيان الذي يتم التصدي لها. إذا كنت قد تلقيت هذه الرسالة عن  
> طريق الخطأ يرجى إعلامنا في السادة للمحاماة والاستشارات. هذه الرسالة  
> تحتوي على معلومات سرية، ويقصد فقط لشخص يدعى. إذا لم تكن المرسل اسمه  
> يجب أن لا تنشر أو توزيع أو نسخ هذا البريد الإلكتروني. يرجى إبلاغ  
> المرسل فوراً عن طريق البريد الإلكتروني إذا كنت قد تلقيت هذا البريد  
> الإلكتروني عن طريق الخطأ، وحذف هذا البريد الإلكتروني من النظام الخاص  
> بك. إذا لم تكن المتلقي المقصود يتم إعلامك بأن الكشف عن ونسخها وتوزيعها  
> أو اتخاذ أي إجراء في الاعتماد على محتويات هذه المعلومات ممنوع منعاً  
> باتاً.

> \_\_\_\_\_

> Al Sada Advocates & Consultants, First Floor, Office No. 103, Jaidah

> Square, Airport Road, PO Box 47308 Doha, State of Qatar

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Thursday, November 5, 2015 12:59 PM  
**To:** Paul Smith  
**Subject:** FW: October Invoices: Winnett

Regards,  
Dennis

Dennis Brewer  
[REDACTED] [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** RE: October Invoices: Winnett  
**Date:** Thu, 5 Nov 2015 12:58:20 -0500

Lino - I have your last invoice and will pay both of them as soon as our funding is received - looks like next week we will have the \$52 million discussed at our last meeting at Willmeng.

Regards,  
Dennis

Dennis Brewer  
[REDACTED] [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**CC:** [REDACTED]  
**Subject:** Fw: October Invoices: Winnett  
**Date:** Thu, 5 Nov 2015 17:53:53 +0000

Dennis,  
Attached is your October invoice, we will forward a hard copy as well.  
Did you get our last invoice ok, do you have any questions?  
We are moving forward on all fronts, will need to review our schedule as soon as we are able to submit



Planning approval documents.

Thanks,

lino



---

**From:** Nicole Taylan  
**Sent:** Thursday, November 05, 2015 9:48 AM  
**To:** Lino Belli  
**Subject:** October Invoices: Winnett

Lino,

Attached are the invoices Winnett Organics.

Please let me know if you have any questions.

Thank You,  
Nicole Taylan



PSMJ Resources, Inc.  
2014 Circle of Excellence Award Member

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Friday, November 6, 2015 7:17 PM  
**To:** [REDACTED]  
**Subject:** RE: Gerlach, NV

Mike - Think it is too far from our processing facilities to be used as vegetable ground by us, especially since we are likely to have 30,000 plus acres in AZ.

How much of the total is already irrigated? Potentially usable as finishing pastures for grass fed beef. Price is reasonable if it is entirely irrigated already.

Regards,  
Dennis

Dennis Brewer  
[REDACTED] [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

> Subject: Gerlach, NV

> From: [REDACTED]

> Date: Fri, 6 Nov 2015 15:23:22 -0800

> To: [REDACTED] [REDACTED]

>

> FYI. I have a line on an opportunity in Gerlach NV. It's a 5000 acre piece with unlimited water and brand new irrigation infrastructure with some center pivot installed and all underground new main pipelines. Also includes a house for management personnel and bunks for about 100 workers. 5,000 altitude, so good weather for many types of summer crops and especially onions and melons in the fall. Also excellent for Beef. Fits well in our calendar overall for main season. Nunes is expanding there tremendously through a JV with Peri and Sons out of the Central Valley to grow melons and onions. I have the written appraisal on the property and it is sitting on it's own aquifer and millions of dollars in water rights. Owner lives in Florida and is asking 25M with 25% down and will carry the rest for a couple of years. My friend was trying to get funding to purchase and grow there and had the product placed with Robinson and Safeway. It fell through and he has passed this on to me.

>

> Greg, I was just wondering if you know anything about this. Peri is up there renting all of the cooler space in sight. My friend knows it extremely well and is still interested in running the deal.

>

> Mike

>

> Sent from my iPad

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Tuesday, November 10, 2015 8:49 PM  
**To:** Ray Sullivan; Greg Crossgrove; [REDACTED] Paul Smith; Peter LeBlond  
**Subject:** Ray Sullivan

This is to announce the appointment of Ray Sullivan as corporate Secretary and General Counsel. Ray will work with us for the next year or so from his office in Maryland. He will be responsible for corporate governance matters, act as Secretary to the Board, and review or draft all contracts.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]

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

*Organic Fresh Food Specialists*

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Friday, November 13, 2015 10:45 AM  
**To:** Paul Smith  
**Subject:** RE: Jabor Confirms Transfer

Bank of Tucson could not get comfortable with Jabor so we will be using TD Ameritrade temporarily until we can establish accounts with Wells Fargo or Bank of America. I have a meeting at 10 AM. See you at noon.

Regards,  
Dennis

Dennis Brewer  
[REDACTED] [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**Subject:** Re: Jabor Confirms Transfer  
**Date:** Fri, 13 Nov 2015 08:42:47 -0700  
**To:** [REDACTED]

Hi Dennis:  
Fantastic news. Can we go to the Bank of Tucson this morning to work with them on check signatures and other banking account set up?

I have a commitment this afternoon at 2 pm with Mary to look at houses.

I will be working in our temporary offices this morning but have completed all my interviews.  
Best Paul

Sent from my iPhone

On Nov 12, 2015, at 6:36 PM, Dennis Brewer <[REDACTED]> wrote:

Jabor confirmed today that the transfer will be completed on Sunday, so we will see it sometime on Monday.

Regards,  
Dennis

Dennis Brewer  
[REDACTED] [REDACTED]



[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Tuesday, November 17, 2015 4:24 PM  
**To:** Todd Whisler  
**Subject:** RE: Willmeng construction

We are owned by me 59.5% and Jabor International Investments 40.16%, with the balance owned by 2 accredited US investors. We have \$52 million and need an operating account and a payroll account. Both the company and I have a black mark in ChexSystems for "account abuse." I deposited what turned out to be bad checks from investors in both accounts and they were closed by Bank of America.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** Willmeng construction  
**Date:** Tue, 17 Nov 2015 17:51:21 +0000

Dennis,

I left a VM a minute ago but wanted to reach out regarding the emails a little while back from Mike Mongelli at Willmeng Construction. I initially reached out with an email to your Winnett Organics account but it had a PDF included and they do tend to get stuck in the filter (from my side). I hadn't heard back so just a soft ping without the PDF so it won't get filtered. The PDF was the last annual report, figured it might help with any foreign contacts as we are not an instantly recognizable US money center bank, though we do have a \$10B balance sheet with the capacity to handle larger transactions. Happy to lend assistance if we can.

Thank you,

Todd Whisler  
Great Western Bank  
VP Business Banking  
1721 N. Arizona Avenue, Suite 1  
Chandler, AZ 85225

D [REDACTED]  
C [REDACTED]  
F [REDACTED]

Email: [REDACTED]

---

CONFIDENTIALITY NOTICE: This email, including any attachments, is intended only for the named recipient(s) above and is covered by the Electronic Communications Privacy Act 18 U.S.C. Section 2510-2521. Any unauthorized review, copy, use, disclosure, or distribution is prohibited. This email is confidential and may contain information that is privileged or exempt from disclosure under applicable law. If you have received this message in error please immediately notify the sender by return email and delete this email message from your computer.

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Tuesday, November 17, 2015 11:15 AM  
**To:** Peter LeBlond  
**Subject:** RE: Advance

Peter - You will probably have your payroll direct deposit this week. The \$2500 advance check was sent regular mail before you requested fedex - sorry about that.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**To:** [REDACTED]  
**From:** [REDACTED]  
**Subject:** Advance  
**Date:** Tue, 17 Nov 2015 09:10:59 -0700

Good morning Dennis.

Will you be sending the advance we discussed yesterday?

Thank you.

Peter

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

**Subject:** Jabor  
**From:** "Dennis Brewer" <[REDACTED]>  
**Date:** 11/17/15 5:48 am  
**To:** "[REDACTED]" <[REDACTED]> "Ray Sullivan"  
<[REDACTED]> "Paul Smith" <[REDACTED]> "Peter  
LeBlond" <[REDACTED]>

Jabor funded on time. It has not yet been reflected in our account but should be today.

Regards,  
Dennis

Dennis Brewer





# Invoice



Noordwal 10  
2513 EA The Hague  
The Netherlands  
tel: +31 70 260 00 44  
fax: +31 70 260 01 01  
NL853080227B01

Winnett Perico, Inc  
Paul Smith  
5151 East Broadway  
Suite 1600  
Tucson, Arizona 85711  
U.S.A.

Date: November 17th, 2015  
N°: 145.11/2015

Concept	Price
Elaboration of legal part of PPM regarding offer from November 17th, 2015 Assembling PPM	\$4.800,00 \$850,00
	\$5.650,00
	BTW 21%
	TOTAL \$5.650,00

Payment Term: 50% for placing the order - 50% after confirmation of the draft  
Payments with PayPal will be increased by 5%

**Beneficiary:**

Company Name: PPM Expert  
Account Number (IBAN): NL23 INGB 0006 9482 01  
Swift (BIC code): INGBNL2A  
Address: Noordwal 10, 2513 EA The Hague (The Netherlands)

Bank Name: ING Bank N.V.  
Bank ID: INGBNL2A  
Address: Amsterdamse Poort, Bijlmerplein 888, 1102 MG Amsterdam (The Netherlands)

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Tuesday, November 17, 2015 7:34 PM  
**To:** Paul Smith  
**Subject:** RE: HR Director

**Importance:** High

COBRA is okay. We can reimburse moving expenses or you can negotiate an amount not greater than \$5000.

Regards,  
Dennis

Dennis Brewer

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

*Organic Fresh Food Specialists*

---

Subject: Re: HR Director  
From: [REDACTED]  
Date: Tue, 17 Nov 2015 16:32:20 -0700  
To: [REDACTED]

Hi Dennis:

I just got off the phone with the recruiter, Jordan Rose, whom presented Mark. Jordan suggested that Mark would be interested in the following components of an offer:

- He indicated that Mark will be moving from his current residence in Southern California to Tucson, and he suggested we include a moving stipend in his offer. Would you be OK if we did this, and if so, any thought at the amount of a moving stipend?
- Also, Jordan thought we should offer paying Cobra until we get medical / dental benefits since he has these benefits in his existing company that he will be leaving.

Please advise and thanks for your help!

Regards,  
Paul

Paul Smith  
Vice President - Finance & Admin  
WinnettOrganics  
255 Barcelona Drive

Boulder, CO 80303

w [REDACTED]

m [REDACTED]

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

Organic Fresh Food Specialists

On Nov 17, 2015, at 2:48 PM, [REDACTED] wrote:

Dennis:

Great, thank you!

Regards,  
Paul

Paul Smith  
Vice President - Finance & Admin  
WinnettOrganics  
255 Barcelona Drive  
Boulder, CO 80303  
w [REDACTED]  
m [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
Organic Fresh Food Specialists

On Nov 17, 2015, at 2:34 PM, Dennis Brewer <[REDACTED]>  
wrote:

Thanks, Paul. Okay by me.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

From: [REDACTED]  
Subject: HR Director

Date: Tue, 17 Nov 2015 14:03:27 -0700

CC: [REDACTED]

To: [REDACTED]

Hi Dennis:

Mike Castro and I just completed the final Skype video interview of Mark Vindiola for the HR Director. Both Mike and I feel that Mark is an excellent candidate that we would like to have as our HR of Director. He is Bilingual and has all the qualifications and attributes to successfully lead human resources in Winnett Organics, and also contribute to our team in making the Company highly successful and helping us significantly increase shareholder value.

Mike, please add any additional thoughts that you have regarding Mark.

Dennis, as we discussed I am attaching his resume for you review and approve before we make him an offer. Please let us know your thoughts.

I will be reviewing his references this afternoon to ensure that they agree with our perception of the candidate. Then I would like to make Mark an offer at the high end of the range if that is OK with you.

Thanks!

Regards,  
Paul

Paul Smith  
Vice President - Finance & Admin  
WinnettOrganics  
255 Barcelona Drive  
Boulder, CO 80303  
w [REDACTED]  
m [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
Organic Fresh Food Specialists

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Tuesday, November 17, 2015 4:24 PM  
**To:** Todd Whisler  
**Subject:** RE: Willmeng construction

We are owned by me 59.5% and Jabor International Investments 40.16%, with the balance owned by 2 accredited US investors. We have \$52 million and need an operating account and a payroll account. Both the company and I have a black mark in ChexSystems for "account abuse." I deposited what turned out to be bad checks from investors in both accounts and they were closed by Bank of America.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** Willmeng construction  
**Date:** Tue, 17 Nov 2015 17:51:21 +0000

Dennis,

I left a VM a minute ago but wanted to reach out regarding the emails a little while back from Mike Mongelli at Willmeng Construction. I initially reached out with an email to your Winnett Organics account but it had a PDF included and they do tend to get stuck in the filter (from my side). I hadn't heard back so just a soft ping without the PDF so it won't get filtered. The PDF was the last annual report, figured it might help with any foreign contacts as we are not an instantly recognizable US money center bank, though we do have a \$10B balance sheet with the capacity to handle larger transactions. Happy to lend assistance if we can.

Thank you,

Todd Whisler  
Great Western Bank  
VP Business Banking  
1721 N. Arizona Avenue, Suite 1  
Chandler, AZ 85225

D [REDACTED]  
C [REDACTED]  
F [REDACTED]

Email: [REDACTED]

---

CONFIDENTIALITY NOTICE: This email, including any attachments, is intended only for the named recipient(s) above and is covered by the Electronic Communications Privacy Act 18 U.S.C. Section 2510-2521. Any unauthorized review, copy, use, disclosure, or distribution is prohibited. This email is confidential and may contain information that is privileged or exempt from disclosure under applicable law. If you have received this message in error please immediately notify the sender by return email and delete this email message from your computer.

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Tuesday, November 17, 2015 7:49 AM  
**To:** [REDACTED] Ray Sullivan; Paul Smith; Peter LeBlond  
**Subject:** Jabor

Jabor funded on time. It has not yet been reflected in our account but should be today.

Regards,  
Dennis

Dennis Brewer

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

*Organic Fresh Food Specialists*



[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Wednesday, November 18, 2015 9:17 AM  
**To:** Ray Sullivan; [REDACTED] Greg Crossgrove; Paul Smith; Peter LeBlond; Jason Waseman; David Mota; [REDACTED]  
**Subject:** Jabor

All - The Jabor transaction has hit a snag - a 0.2% tax from the UAE Central Bank (\$104,000). I am trying to arrange for Jabor to pay it so we can proceed. I should know the disposition of this in the next 24-48 hours.

If, for some reason, the Jabor transaction fails, we have the \$22 million private placement from Adamson Brothers coming in December and the \$12 million plus IPO in January. Funds will begin to flow from our \$100 million debt placement in mid to late December. We will scale and schedule the business appropriately to match these funds flows. \$134 million will be more than enough to achieve our objectives.

I apologize for the delay and for this unforeseen obstacle.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Thursday, November 19, 2015 8:16 AM  
**To:** Sayre, Steve; Lino Belli; Dean Smith; Wayne Decou; Andy Currie; Mike Mongelli  
**Cc:** [REDACTED] Peter LeBlond; Paul Smith  
**Subject:** Financing

Jabor International, our \$52 million investor, was a fee scam. We are looking toward our \$22 million private placement to occur in December and a \$100 million debt placement to occur in December through March. The plant will be delayed for several months as we sort out our financing. We will aim to start it up in October 2016. Thanks for your efforts to date. The plant will be built.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Thursday, November 19, 2015 8:16 AM  
**To:** Sayre, Steve; Lino Belli; Dean Smith; Wayne Decou; Andy Currie; Mike Mongelli  
**Cc:** [REDACTED] Peter LeBlond; Paul Smith  
**Subject:** Financing

Jabor International, our \$52 million investor, was a fee scam. We are looking toward our \$22 million private placement to occur in December and a \$100 million debt placement to occur in December through March. The plant will be delayed for several months as we sort out our financing. We will aim to start it up in October 2016. Thanks for your efforts to date. The plant will be built.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Thursday, November 19, 2015 9:42 AM  
**To:** Paul Smith  
**Subject:** RE: Director - Offer Letters which Relate to Start Date and Other Issues Relating to Funding

Paul - Thanks for keeping things moving forward. Offer looks fine. Your strategy with regard to offers is right on. We have about \$5000 in the bank which I am holding onto for emergencies. I am working on getting some interim funding with Adamson Brothers. We can delay iTrade until we have funds in the bank to do it from the private placement. For the moment, we will avoid even the smallest discretionary expense until I can get some answers from Adamson, hopefully today or tomorrow. Worst case is we will have to use the money to pay SEC filing fees so we can get to the private placement in December.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**Subject:** Director - Offer Letters which Relate to Start Date and Other Issues Relating to Funding  
**Date:** Thu, 19 Nov 2015 07:26:47 -0700  
**To:** [REDACTED]

Dennis:

See attached offer letter that will be presented to Mark Vindiola. I anticipate my offers to be individuals whom will have existing jobs. So I am making them contingent upon us receiving the investment funding we expect in December. I will notify them when we receive the funding. So they will probably all start after giving the current companies 2 weeks notice. If there is someone that is not working, their start dates will be as soon as we receive funding.

I have identified a very strong candidate for the Financial Controller Director in the SF Bay area that I have OK'd her visiting Tucson to check out moving there the weekend after Thanksgiving. She will be working with a real-estate agent. This is the only time she can travel there until March because she is in the process of implementing Net Suites on the Cloud (what a coincidence). She has given me her itinerary and she estimates her costs of travel to be approximately \$1,100. She has already made her flight arrangements. Are you OK with this because we will need to pay her?

I have an IT friend whom I have worked with for many years whom has set up EDI whom as offered to take vacation with current company for a week to set up iTrade in the first two weeks of December. Dave will be very good about timing to pay him, but he still will need to be paid for his work. Does iTrade still need to be completed by December 15, or can I back him up to later? His timing will all be dependent on his work and family commitments during the holidays. So I would like to get a firm date with him. Please advise timing and your OK.

Regarding Cindy whom is working on a part-time basis, I want her to keep moving forward with ADP because it takes time to set up. But we will delay Quick Books. This will keep her fees down. And has money been deposited in Great Western Bank, and how much money do we have. I am assuming we will not be paying payroll, expense reports or writing any checks except ones that we need to make. Please advise.

Regards,  
Paul

Paul Smith  
Vice President - Finance & Admin  
WinnettOrganics  
255 Barcelona Drive  
Boulder, CO 80303  
w [REDACTED]  
m [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
Organic Fresh Food Specialists

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Thursday, November 19, 2015 1:18 AM  
**To:** Paul Smith; [REDACTED] Peter LeBlond  
**Subject:** RE: Jabor Fund Issue

Thanks. We will turn our attention to the private placement and rework the expansion of the Business Plan to fit the available resources.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**Subject:** Jabor Fund Issue  
**Date:** Wed, 18 Nov 2015 18:55:47 -0700  
**CC:** [REDACTED]  
**To:** [REDACTED]

Hi Dennis:

Mike just discovered this report and notified Peter and I. We thought you needed to see it as soon as possible. It looks like Jabor is a scam. See attached.

It appears to me that we should be meeting on this to discuss next steps.

Regards,  
Paul

Paul Smith  
Vice President - Finance & Admin  
WinnettOrganics  
255 Barcelona Drive  
Boulder, CO 80303  
w [REDACTED]  
m [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*



[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Friday, November 20, 2015 11:07 AM  
**To:** [REDACTED]  
**Subject:** RE: Details of Financings

You bet.

Regards,  
Dennis

Dennis Brewer  
[REDACTED] [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** RE: Details of Financings  
**Date:** Fri, 20 Nov 2015 09:06:09 -0700

Dennis,

Thanks for the great explanation. It makes sense now.

Regards,

Mike

Michael Castro  
Vice President Operations  
Winnett Organics  
5151 East Broadway Blvd.  
Suite 1600  
Tucson, AZ. 85711

Off. [REDACTED]  
Cell [REDACTED]  
Skype - verdura619  
[www.winnettorganics.com](http://www.winnettorganics.com)

***Organic Fresh Food Specialists***





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

Subject: RE: Details of Financings

From: Dennis Brewer <[REDACTED]>

Date: Fri, November 20, 2015 8:55 am

To: "[REDACTED]" <[REDACTED]>

Mike - According to Andy Altafawi, our investment banker at Adamson Brothers, interest in the private placement is already there and investors will be motivated to invest upon seeing the S-1 registration statement on EDGAR, so they know this IPO is for real. Since there is a significant difference in price between the PPM at \$5.50 and the S-1 at \$12, there will be strong interest. Andy has already previewed this with a rep for the sovereign fund in Kuwait and a private equity rep here in the US. I have spoken to the private equity rep for 90 minutes. He is very enthusiastic and said he would expose it to numerous private equity and institutional investors as soon as it is on EDGAR.

Andy has a couple thousand other email contacts and about 50 broker dealers in his network. I will be put on a conference call with the broker dealers as soon as we are on EDGAR. We are just waiting on the audits, the S-1 is basically done. Last I had contact with the auditors was about a \$379 unreconciled difference in expenses and an invoice on our legal expenses, so they are near the end of their audits.

We are in about the same position on the timing of the debt offering. The PPM on that needs to be completed and distributed so we can begin taking subscriptions and collecting the invested funds. Collection of funds will begin in December.

Regards,  
Dennis

Dennis Brewer

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

*Organic Fresh Food Specialists*

---

From: [REDACTED]  
To: [REDACTED]  
Subject: RE: Details of Financings  
Date: Fri, 20 Nov 2015 08:32:36 -0700

Dennis,

Can you please clarify. You say that the Private Placement will be "Triggered" by the S-1. Does this mean that the PPM is not being offered at this time, or that the PPM will start to be



The \$100 million debt financing requires a Private Placement Memorandum. We will use a European firm to write the legal portion, Paul Smith is working to adapt the existing S-1 registration statement and private placement memorandum to the required format for the business portion by next week, and the investment banking firm is doing the financial portion, also by next week. The offering document should be complete, printed and distributed the first week in December, with funds flow starting shortly thereafter.

The Jabor funds were to be used for payroll, expenses, procurement, etc.,. Without them, we do not currently have enough money to make payroll or pay expenses so I am asking for your patience as we work for the greater good by completing these financings. The moment it is feasible to make payroll and expenses (the first money from a financing which we collect), we will do so. Paul is in the process of setting everything up so this can be done quickly.

This will trigger an intense period of activity in hiring, procurement, certifications, sales, and administration so we can get our first crops into the ground and sold. This is likely to begin to happen over the Christmas and New Years holiday period so please be prepared for that. Exciting times are just around the corner.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]

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

*Organic Fresh Food Specialists*

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Friday, November 20, 2015 8:11 AM  
**To:** Ray Sullivan; Greg Crossgrove; [REDACTED] Paul Smith; Peter LeBlond; [REDACTED] Jason Waseman; David Mota  
**Subject:** Details of Financings

All - I am keeping the pressure on the financing front as best I can. Here is where we are at:

We can expect that the financial statement audits will be completed shortly. Once this is done, we can file with the Securities Exchange Commission for our public offering. This will trigger the \$22 million private placement with Adamson Brothers in December and begin a 90-120 day comment period from the SEC on our IPO documents. Once this period is completed we can use underwriters to raise the \$12 million IPO.

The \$100 million debt financing requires a Private Placement Memorandum. We will use a European firm to write the legal portion, Paul Smith is working to adapt the existing S-1 registration statement and private placement memorandum to the required format for the business portion by next week, and the investment banking firm is doing the financial portion, also by next week. The offering document should be complete, printed and distributed the first week in December, with funds flow starting shortly thereafter.

The Jabor funds were to be used for payroll, expenses, procurement, etc.,. Without them, we do not currently have enough money to make payroll or pay expenses so I am asking for your patience as we work for the greater good by completing these financings. The moment it is feasible to make payroll and expenses (the first money from a financing which we collect), we will do so. Paul is in the process of setting everything up so this can be done quickly.

This will trigger an intense period of activity in hiring, procurement, certifications, sales, and administration so we can get our first crops into the ground and sold. This is likely to begin to happen over the Christmas and New Years holiday period so please be prepared for that. Exciting times are just around the corner.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Monday, November 23, 2015 7:24 AM  
**To:** Paul Smith; Don Keiser; [REDACTED]  
**Subject:** PPM

The PPM Expert wire transfer is being completed today. I would like to review a draft of the entire PPM document this Saturday, November 28th so that it could be published next week. We need to act swiftly so we do not miss any further days of our planting season. Thanks for your efforts.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]

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

*Organic Fresh Food Specialists*

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Tuesday, November 24, 2015 1:49 PM  
**To:** akshay seth  
**Subject:** PPM, S-1  
**Attachments:** WP PPM FINAL Draft.pdf; Brewer EDITED Winnett S1 151104.doc

Akshay - Here are final PPM and draft S-1 as we discussed. The PPM is for \$22MM while the S-1 is for \$12 million. Adamson Brothers is supposed to be doing the PPM - we will see how well they do by mid-December, there may be some opportunity to raise a portion of this equity at \$5.50 per share. There is definitely an opportunity to raise \$12 million or more with the S-1 at \$12 per share. The S-1 is waiting on the audits which should be completed within a week or so and then will be filed with the SEC. As you know, the SEC review process will probably take 90-120 days.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]

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

*Organic Fresh Food Specialists*

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, November 26, 2015 11:07 AM  
**To:** [REDACTED]  
**Subject:** RE: FW: Water Analysis Report 915688

Dennis,

These last three reports are acceptable for our uses, as is, with the exception of pH. A lot of people do not understand that pH has nothing to do with Salinity. Even though we cannot use Sulfuric Acid directly per organic standards to correct, we can use Fish Fertilizers injected in the systems, and these are all stabilized with Sulfuric acid and have a super low pH, that would help our situation. There is also 28.5% Vinegar solution called "Clear Drip O" which is for cleaning drip irrigation lines from salt buildup, and this also lowers the pH to acceptable levels, Citric Acid is probably the cheapest solution and these are all acceptable for organic growing.

Regarding the first 4 Reports, these are not acceptable for use for germination of greenhouse plants or sprinkler irrigation on most of the crops due to the high Sodium and Chloride content. Using this water even in just ground irrigation would result in a minimum 25% loss in yield due to salts. Even the good water will still result in a 10% loss due to other factors. However, both of these groups of water would benefit tremendously from the Algae treatment, and blending this water would result in a lot of good water to use. The effect of the algae treatment is quick (10min) and will result in elimination of the majority of specifically the Sodium and the Chloride. We could start with the good wells until we get our res. system built. I'll probably need to bring in a consultant at the beginning for the design, and performing the growout of the initial algae species to commercial levels, because this technology is so new. They mix Freshwater and Seawater species that have been universally identified. It is the only option other than reverse osmosis. Serious growers in Mexico have invested in RO and Blend a portion of good water with the bad (2500ppm salts) to get a happy medium and they have spectacular results.

A loss of 10% on \$100M, justifies any expense we decide to make on water treatments.

Regards,

Mike

Michael Castro  
Vice President Operations  
Winnett Organics  
5151 East Broadway Blvd.  
Suite 1600  
Tucson, AZ. 85711

Off. [REDACTED]  
Cell [REDACTED]  
Skype - verdura619  
[www.winnettorganics.com](http://www.winnettorganics.com)

***Organic Fresh Food Specialists***



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

Subject: FW: Water Analysis Report 915688

From: Dennis Brewer <[REDACTED]>

Date: Thu, November 26, 2015 7:05 am

To: "[REDACTED]" <[REDACTED]>

Regards,  
Dennis

Dennis Brewer

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

*Organic Fresh Food Specialists*

---

To: [REDACTED]

CC: [REDACTED]

From: [REDACTED]

Subject: FW: Water Analysis Report 915688

Date: Wed, 25 Nov 2015 19:10:08 -0700

Sent from [Mail](#) for Windows 10

---

**From:** Motzz Laboratory

**Sent:** Wednesday, November 25, 2015 6:47 PM

**To:** Barry Oliver

**Subject:** Water Analysis Report 915688

Thank you.

Have a great Thanksgiving weekend!



**Thelma Sadang**

**We will be closed Thursday, November 26th and Friday, November 27th for the Thanksgiving Holiday.**

**Motzz Laboratory, Inc**

3540 E Corona Ave | Phoenix, AZ 85040

Office [REDACTED] | Fax [REDACTED]

[www.motzzlaboratory.com](http://www.motzzlaboratory.com) | [REDACTED]

This email and any attachments are intended for the recipient(s) named above only and may be of confidential nature and/or contain trade secrets. Any unauthorized review, printing, copying, use or distribution of this email by other persons is prohibited and may constitute a criminal offense. If you have received this email in error, please notify the sender immediately by reply email and delete the original message.

# Winnett Perico Inc.

## Private Placement Memorandum

CONFIDENTIAL

# Private Placement Memorandum - Winnett Perico, Inc.

---

*including*

---

**Business Plan**  
Prepared December 2015

## Contact Information

Dennis Brewer

[REDACTED]

[REDACTED]

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

5151 East Broadway Boulevard, Suite 1600  
Tucson, Arizona 85711, United States

---

# Table of Contents

Introduction .....	1
Restrictions .....	1
Restricted Jurisdictions and Persons .....	6
Introductory Statements .....	7
Some definitions .....	11
General summary .....	18
Risks Relating to the Business of the Company .....	24
Listing of risks .....	24
Disclaimers .....	29
The Offer .....	29
Warning .....	29
Instructions .....	29
Terms .....	31
Confirmation of Understanding and Acceptance of Disclaimer .....	31
Information on the Company .....	33
History and background of the Company .....	33
Investment objectives, strategy and prospects .....	33

---

Legal Information .....	36
Financial Information .....	37
Corporate Government Structure of the Company.....	38
Who We Are .....	44
What We Sell .....	46
Who We Sell To.....	48
Financial Plan .....	51
Revenues .....	51
Budget .....	52
Loans and Investments .....	54
Cash Flow Assumptions.....	54
Financial Statements .....	55
Profits.....	55
Balance Sheet.....	58
Cash Flow Statement.....	59
Financial Summary.....	61
The Offering .....	62
Private Placement .....	62
Key Conditions and Terms of the Offering .....	66

---

Other Terms of the Offering .....	68
Additional Material Information.....	72
Taxation of Investors.....	72
VAT .....	72
Final information.....	73
Subscription Agreement.....	735

---

# Introduction

## Restrictions

### How this document should be used

**THIS DOCUMENT IS IMPORTANT. IF YOU ARE IN ANY DOUBT ABOUT ITS CONTENTS, YOU SHOULD IMMEDIATELY CONSULT AN AUTHORISED FINANCIAL ADVISOR.**

The definitions commencing further in this Private Placement Memorandum have, where appropriate, also been used on this cover page. This Private Placement Memorandum relates to a Private Placement in the form of securities issued by the Company. The following is a summary of the principal terms with respect to a proposed transaction. Such summary of terms is intended solely as a basis for further discussions and is not intended to be and does not constitute a legally binding obligation. A legally binding obligation will only be made pursuant to mutually acceptable definitive Investment agreements executed by the parties. In the event of any inconsistency between this summary and the definitive Investment agreements, the Investment agreements will govern.

This Private Placement Memorandum is not an offer to sell securities and is not soliciting an offer to buy securities in any jurisdiction where the offer or sale is not permitted. In particular the securities in the Company have not been, and will not be, registered under the Securities Act or qualified for sale under the laws of any state of the United States or under the applicable laws of any of Australia, Canada, Japan or Russian Federation and, subject to certain exceptions, may not be offered or sold in the United States or to, or for the account or benefit of, US person or to any national, resident of Australia, Canada, Japan or Russian Federation. In the EU the Memorandum is being distributed only to and is directed only at persons to whom it may lawfully be communicated.

Furthermore, the Investment in the Company has not been, and will not be, registered under any laws regulating the registration and supervision on securities

---

in any European Union jurisdiction. None of the members of the European Securities and Markets Authority (*ESMA*) has approved or disapproved these securities or determined if this Private Placement Memorandum is truthful or complete.

The Company does not take any responsibility for the contents of the Private Placement Memorandum or the Investment to which it relates.

The Private Placement Memorandum does not constitute a prospectus within the meaning of Directive 2003/71/EC of 4 November 2003 (as amended by Directive 2010/73/EC of 24 November 2010) and the corresponding Dutch implementation legislation in the form of the Act on Financial Supervision of 28 September 2006 or the corresponding Luxemburg implementation legislation in the law of 10 July 2005 relative aux prospectus pour valeurs mobilières, as amended (the “Luxemburg Prospectus Law”) or the corresponding implementation legislation in the laws of any EU country and therefore has not been approved by the Dutch financial supervisory authority (the “AFM”) or the Luxemburg Commission de Surveillance du Secteur Financier or any other EU state financial supervisory authority. The Investment under this Memorandum may only be offered and distributed under circumstances which do not require a publication of a prospectus in terms of the here above mentioned acts and regulations.

All Investments in the Company are subject to Investment risk, including possible delays in repayment and loss of income and capital invested. Neither the Company nor any member of the Management guarantees any particular rate of return, the performance of, or the repayment of capital to the Investor.

THE RECIPIENT ACCEPTING DELIVERY OF THIS MEMORANDUM AGREES TO ABSOLUTE CONFIDENTIALITY AND TO RETURN THIS MEMORANDUM AND ALL FURNISHED DOCUMENTS HERE WITH TO THE COMPANY OR ITS AFFILIATED COMPANIES UPON REQUEST, IF THE RECIPIENT DOES NOT PURCHASE ANY OF THE SECURITIES OFFERED HEREIN OR IF THE RECIPIENT DOES NOT MAKE A DEBT INVESTMENT IN THE COMPANY.



---

By receiving this Memorandum, each recipient agrees not to transmit, reproduce or make this Memorandum available to anyone other than its professional advisors who need to know such information for the purposes of making an assessment as to whether to participate in the making of the Investment and who are bound to keep this Memorandum and the matters relating to the Memorandum confidential and to hold this Memorandum and its contents in strict confidence.

All Exhibits attached by this Memorandum are integral part of the Memorandum.

The Company does not take any responsibility for the contents of the Private Placement Memorandum or the Investment to which it relates. This notice does not form part of the Memorandum. You must read it before you attempt to access or read the Private Placement Memorandum.

Company name: Winnett Perico, Inc.

Street address: 5151 East Broadway Boulevard, Suite 1600

Management of the Company:

Dennis Brewer, CEO; Paul Smith, CFO; Mike Castro, VP – Operations; Peter LeBlond, VP – Sales and Marketing.

Corporate Accountant: Paul Smith

Corporate Secretary and General Counsel: Ray Sullivan

---

## General notices

This document contains important information and therefore you should always consult an authorized financial and legal advisor about its contents. You must read the General notices, Special notices and introductory statements before you continue further to read the rest of the Private Placement Memorandum.

Potential Investors who are contemplating investing in the Company should conduct their own independent analysis of the risks involved in an Investment in the Company. If in any doubt each Investor intending to invest in the Company described in this Memorandum should consult its professional advisor and ensure that it understands all the risks associated with making such an Investment and has sufficient financial resources to sustain any loss that may arise from it.

The Private Placement is by invitations only to potential Investors and will be constituted by the issue of the company's securities.

Potential Investors can obtain Intention of Interest forms to subscribe for the securities and/or debt investment pursuant to this Private Placement Memorandum by contacting the Company.

This Private Placement Memorandum is distributed to limited number of potential Investors, whereby the following restrictions are applicable:

- The potential Investments in the Company shall be offered exclusively, subject to here below mentioned exceptions, to qualified Investors.
- If the potential Investments in the Company is offered to non-qualified Investors (inclusive Professional Investors), it shall be offered to fewer than 80 persons other than qualified Investors.
- The securities on offer can only be acquired for an equivalent value of at least €150.000 per Investor. The Debt instruments shall be offered for at least €150.000 per Investor.
- The denomination per offered security shall be at least €150.000.
- The Company does not offer securities to the public or solicits Investors in the general public.

- 
- The potential Investments in the Company shall be offered with respect to all restrictions as described in the provisions of section five of the Dutch Act on Financial Supervision and the provisions of the Prospectus Directive, other relevant laws and regulations and the provisions of this Memorandum.

The financial, legal or any other information in this Private Placement Memorandum is not complete and may be changed. Potential Investors may not place buy orders for the security or make Investment, based solely on this Private Placement Memorandum. Those Investors may, however, express an Indication of interest in the Offering. Indications of interest may be converted to purchase orders and/or Investment orders if the Company agrees to it and all legal requirements for such an order are met, all according to the provisions as described in this Memorandum.

If any securities transaction or any debt investment or any other Investment into Company takes place it will be subjected to relevant legal requirements and it will not occur if it is forbidden or restricted by the provisions of the relevant legal order. All involved parties to this Private Placement shall conduct accordingly the requirements that law imposes on operators in financial instruments. In order to ensure fair and transparent trading on the financial markets a number of rules of conduct apply to anyone who is active on those markets. All potential Investors shall advise all relevant financial, legal and other requirements regarding this Private Placement prior to making any Investment decision.

This Private Placement Memorandum is prepared in accordance with the relevant Dutch laws.

---

## Restricted Jurisdictions and Persons

Viewing the Private Placement Memorandum may not be lawful in certain jurisdictions. In other jurisdictions, only certain categories of person are allowed to view the Private Placement Memorandum.

The Private Placement Memorandum will not be distributed, directly or indirectly in or into any jurisdiction where to do so would constitute a breach of laws and/or regulations in that jurisdiction or may subject the Company or its affiliates to registration requirements within that jurisdiction or loss of an exemption from such registration requirements (each a “**Restricted Jurisdiction**”).

The Private Placement Memorandum will also not be distributed, directly or indirectly to certain categories of persons where to do so would constitute a breach of laws and/or regulations in their respective jurisdiction or may subject the Company or its affiliates to registration requirements within that jurisdiction or loss of an exemption from such registration requirements (each a “**Restricted Person**”).

Failure to comply with any such requirements may constitute a violation of the laws and/or regulations of any such jurisdiction. Accordingly, the Private Placement Memorandum must not be viewed if you are a Restricted Person or in or a resident of a Restricted Jurisdiction. Furthermore, no reselling action may be initiated or completed without the Company’s prior written consent if such action(s) would constitute a breach of the laws and/or regulations or may subject the Company or its affiliates to registration requirements or loss of an exemption from such registration requirements. Copies of the Private Placement Memorandum are not being, or may not be, mailed or otherwise forwarded, distributed or sent to a Restricted Person or in or into a Restricted Jurisdiction, and persons receiving the Private Placement Memorandum (including, without limitation, custodians, nominees and trustees) must not mail, distribute or send it to a Restricted Person or into or from a Restricted Jurisdiction, or use such mails or any such means, instrumentality or facility for any purpose directly or indirectly in connection with the Admission of Securities or for any other purpose.

---

## Introductory Statements

The Company is offering financial participations in the form of debt investment and/or purchasing of the securities only to a limited number of Investors who meet certain qualifications necessary for the making of the Investment. This Offering is exempt from registration under relevant national securities laws. Only those who meet the qualified Investors requirements or fall under the group of permitted Investors as described in this Memorandum, are authorized to receive this Private Placement Memorandum and participate in the Offering.

The purchaser of participation will become owner of the debt instrument in the Company and/or securities with only those rights, duties, and obligations pursuant to the Company's Articles of Association, the Company's Statute and in full accordance with the national laws.

This Private Placement Memorandum is submitted on a confidential basis for use solely in connection with this Offering of the financial participations of the Company. This Offering is a Private Placement intended to be exempt from the registration requirements. The participations are being offered to prospective Investors by the Company's management only. The use of the Memorandum for any other purpose is not authorized.

By accepting this Memorandum, the recipient (and his, her or its officers, directors, employees, agents, associates or affiliates) agrees that such person(s) will: (1) not divulge to any other party any information contained herein or in any notes, summaries or analysis derived from this Memorandum, and (2) not reproduce or redistribute the Memorandum in whole or in part.

This Memorandum does not purport to contain all of the information that a prospective Investor may desire in investigating the Company. Each Investor must conduct and rely upon his/her or its own evaluation of the Company and of the terms of the offering, including the merits and risks, involved in making an Investment decision. The Company hereby offers to the Investor the opportunity to ask questions and receive answers concerning the terms and conditions of the

---

offering and to obtain any additional information which the Company possesses or can acquire without unreasonable effort or expense, that is necessary to verify the accuracy of the information furnished to the Investor.

This Memorandum is not intended to be, nor shall it be construed as, a complete description of the facts, risks or consequences regarding an Investment in the offering or as legal, accounting, tax, business, Investment or other expert advice. All potential Investors should perform their own independent investigations of the offering, the market potential, the Management, the securities, and similar industries. All potential Investors should consult their own qualified advisors concerning the Investment and the suitability relating to an individual or an institutional Investor's ability to sustain a total financial loss of an Investment in the Company.

This Memorandum speaks as of the date it is delivered. Neither the delivery of this Memorandum nor any sale or Investment made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Company after the date hereof.

No person has been authorized to give any information other than that contained in this Memorandum, or to make any representations in connection with the Offering made hereby, except information given by the Management of the Company. If given or made, such other information or representations must not be relied upon as having been authorized by the Company.

Investors will be required to represent that: (1) they are sophisticated in business and financial matters or have been properly advised by someone who is; (2) they are familiar with and understand the terms of the Offering; (3) they are qualified Investors as defined hereunder; and (4) they, either individually or together with their purchaser-representative/advisor, have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the Investment; and (5) that they fall under the scope of the permitted Investors under this Memorandum.

---

Other information contained herein has been obtained by Management and from sources deemed reliable. Such information necessarily incorporates significant assumptions, as well as, factual matters. Therefore, Management cannot guarantee the accuracy of the information contained herein. No dealer, sales person, finder or any other person has been authorized to give any information or to make any representations or promises other than those contained in this Memorandum, and any such other information, representations, or promises, if given or made, must not be relied upon as having been so authorized. The delivery of this Memorandum or any sale hereunder at any time does not imply that the information herein is correct as of any time subsequent to the date hereof.

The Company's Management and other principals may, from time-to-time, be engaged in related or unrelated activities. Such individuals may serve as managers and principals of other organizations, which are not indirect competition with the Company, its financial goals, and objectives.

This Memorandum contains all of the representations made by the Company concerning this Offering and no person shall make different or broader statements than those contained herein. Investors are cautioned not to rely upon any information not expressly set forth in this Memorandum.

If the securities are purchased by an Investor these securities might be subject to restrictions on transferability and resale, and may not be transferred or resold except as permitted under national law and pursuant to the Company's Statute and the Articles of Association. Potential Investors should be aware that the restrictions on transferability might be placed upon the purchased securities and that they might be asked to sign a written agreement that the securities will not be resold. Investors should be aware that they might be required to bear the financial risks of the Investment for an indefinite period of time.

The Investment in the Company involves risk. Each prospective Investor is urged to read this entire Memorandum and make a thorough investigation of the Company in light of the risk factors as stated here below as well as arising from the independent investigation.

---

Investments offered by the Company on ground of this Memorandum are subject to prior sale, withdrawal, cancellation, or modification of the offer without notice. No Offer and/or Intention of interest (and therefore no Investment offered hereunder) shall be complete and valid unless accepted in writing by the Company. The Company may decline any Offer and/or Intention of interest for making Investment and any subscription for purchasing of the securities in the Company made by any Investor at its sole discretion and for any reason or for no reason.

This Memorandum includes summaries and/or descriptions of various documents. Such summaries do not purport to be complete and are qualified in their entirety by reference to the original documents, which are attached, either as exhibits to this Memorandum or will be made available to any prospective Investor upon written request to the Company.

This Investment involves a high degree of risk. The Company is in the early stages of development and expansion with a limited history of proven record of business operations and results as described in this Memorandum. An Investor could lose his/her or its entire Investment in the Company.

Among the risks and other factors to be considered carefully by potential Investors are those set forth below under the heading "Risks Relating to the Business of the Company."

This Memorandum has been prepared solely for informational purposes and it will be distributed to a limited number of potential Investors in accordance with the provisions of the Memorandum.



---

## Some definitions

Before going further it is better to understand the following terms to simplify explanation.

**Accepted Investor:** Investor who's Intention of interest is accepted by the Company and therefore is the Investor successfully subscribed for the Investment.

**Advertisement activity:** any form of information provision that serves to praise or recommend the Investment/Offering to the limited number of potential Investors under conditions as set forth in this Private Placement Memorandum. Advertisement activities include but are not limited to: conferences, functions, corporate memberships, purchased tickets, hospitality packages, road shows, presentations, creative events, developing programs, producing promotional materials, private meetings in the months and weeks preceding the offering with the potential Investors.

**Allocated securities:** the Company securities to the applicant in terms of the Private Placement

**Company:** The entity formed to engage the business, described in this document.

**Date of the Private Placement Memorandum:** the date mentioned on the front of this document.

**Eligible Counterparties:** Where the Company treats the Client as an eligible counterparty, the Client will be entitled to fewer protections under the law than he/she/they would be entitled to as a professional client.

**Debt Investment or Financial participation:** Private Placement of debt capital in which an Investor loans money which amount to the Company, that borrows the funds for a defined period of time at a fixed (or floating) interest rate, pursuant conditions as set forth in this Memorandum.

**Europe:** all the member states in the European Union.

---

**Investment:** Debt Investment or Private Placement shares (Securities Investment).

**Indication of interest:** Interest to invest in the Company expressed in written by a potential Investor by signing the Indication of interest form.

**Indication of interest forms or Private Placement application forms:** Application form in respect of the Private Placement sent to potential Investors invited to participate in the Private Placement;

**Investment:** Investing in the Company by means of this Private Placement by purchasing of securities in any form of Investment as described in this Memorandum.

**Investor:** Qualified Investor and/or Professional Investor. The Investment in the Company shall never be offered to more than 80 non-qualified Investors.

**Issue price:** The price at which the securities are to be issued by the Company pursuant to the Private Placement.

**Loan Agreement:** A legal and binding contract between an Investor and the Company. The loan agreement specifies all the important features of a loan, such as its maturity date, timing of interest payments, method of interest calculation, callable/convertible features if applicable and so on. The loan agreement also contains all the terms and conditions applicable to the loan and the financial covenants.

**Management:** Members of the Board of directors of the Company, particulars of who are setouts, here below further specified.

**Memorandum or "PPM" or Private Placement Memorandum:** This Private Placement Memorandum and the Exhibits hereto. This Private Placement Memorandum is the document that discloses key information to the potential Investors about: the Company (among other: financial, legal and operational information and planed Company operations); the terms of the proposed Investment; the transaction structure that involves the selling of the equity

---

ownership to the Investors and/or raising debt financing from the Investors; risks the Investors may face, etc. This Offering is meant only for Private Placements. This is not a prospectus, which is meant for publicly-traded issues.

**Net asset value:** the most recently calculated net asset value of the Company (valuations by independent external values will be conducted on an annual basis, with interim half-yearly valuations provided by the directors).

**Offer:** Offer made by a potential Investor to the Company, by signing Intension of interest form, to make Investment in the Company under conditions as set forth in this Memorandum.

**Offering or Private Placement Offering:** Invitation made by the Company to the potential Investors to make an Offer to invest in the Company by purchasing or otherwise acquiring shares and/or by making debt investments. This Offering is issued by the Company to raise capital. This Private Placement Offering shall be made to specific Investors, rather than to the general public. Unlike a public offering, this Private Placement Offering does not require underwriters or registration with the national regulators.

**Offerings' objective:** The amount that the Company aims to raise by means of this Private Placement. Offerings' objective amounts.

**Opening date of the Offering:** the date this PPM is published.

**Other European regulations:** (1) UCITS Directive: Council Directive 85/611/EEC of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to enterprises for collective Investment in transferable securities (UCITS) (OJEC L 375); (2) Consolidated Accounts Directive: Seventh Council Directive 83/349/EEC of 13 June 1983 based on Article 54(3)(g) of the Treaty on consolidated accounts (OJEC L 193); (3) Annual Accounts Directive: Fourth Council Directive No. 78/660/EEC of 25 July 1978 based on Article 54(3)(g) of the Treaty on the annual accounts of certain types of companies (OJEC L 222); (4) Markets in Financial Instruments Directive: Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments amending

---

Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC (OJEU L 145); (5) Market Abuse Directive: Directive No. 2003/6/EC of the European Parliament and of the Council of the European Union of 28 January 2003 on insider dealing and market manipulation (OJEC L 96);

**Private Placement:** Private Placement by the Company of debt capital

**Private Placement Memorandum:** see "Memorandum".

**Professional Investor:** Investment firm or non-professional Investor, that has sufficient expertise, knowledge and experience with regard to the nature of the proposed Investment services, Investment activities or ancillary services to take Investment decisions independently and assess the risks attached to those decisions.

A non-professional Investor shall be deemed to have sufficient expertise, knowledge and experience as referred to above here if he satisfies at least two of the following three criteria: (1) during the preceding four quarters, the client carried out an average of ten transactions of significant size per quarter on the market concerned; (2) the value of the non-professional's portfolio of financial instruments and monetary deposits exceeds €500,000; or (3) the non-professional Investor works or has worked for at least one year in the financial sector, holding a professional position which requires or required knowledge of the proposed Investment services, Investment activities or ancillary activities.

Pursuant to here above stated criteria Professional Investors will be always considered, but not limited to, the following persons: (a) management company of a collective Investment scheme; (b) management company of a pension fund or of a comparable legal person or company; (c) collective Investment scheme; (d) Investment firm; (e) national or regional government body, or government body administering the public debt; (f) central bank; (g) financial institution; (h) international or supranational organization governed by public law or comparable international organization; (i) credit institution; (j) market maker; (k) enterprise whose main activity is investing in financial instruments, implementing securitization programs or other financial transactions; (l) pension fund or

---

comparable legal person or company; (m) person or company trading for its own account in commodities and derivatives on commodities; (n) local firm; (o) legal person or company that satisfies two of the following magnitude requirements: (1) a balance sheet total of €20,000,000 or more; (2) net turnover of €40,000,000 or more; (3) equity capital of €2,000,000 or more; p. insurer; this list is not exhaustive.

**Prospectus:** A document by means of which an offer or offers the securities to the public in the terms of the Prospectus Directive.

Prospectus is a formal offering document provided by the Company and includes most of the details of the business and transaction in question including enough specified offer containing information such as the exact number of shares/certificates issued and the precise offering price.

**Prospectus Regulation:** Regulation (EC) No. 809/2004 of the Commission of the European Communities of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council of the European Union as regards information contained in prospectuses, as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements (OJEU L 149);

**Prospectus Directive:** Directive 2003/71/EC of the European Parliament and of the Council of the European Union of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC (OJEU L 345) (as amended by Directive 2010/73/EC of 24 November 2010);

**Public offering or Offering securities to the public:** Making a sufficiently specific offer addressed to more than one person as referred to in Section 217(1) of Book 6 of the Dutch Civil Code to conclude a contract to purchase or otherwise acquire securities, or issuing an invitation to make an offer on such securities;

**Qualified Investor:** (a) legal person or company that holds a license or is otherwise regulated to be active on the financial markets; (b) legal person or company that does not hold a license or is not otherwise regulated to be active on the financial markets

---

and whose only corporate objectives are to invest in securities; (c) national or regional government body, central bank, international or supranational financial organization or other similar international institution; (d) legal person or company having its registered office in The Netherlands that: (1) is classified as a small enterprise under rules to be laid down by Decree; and (2) was registered by the Authority for the Financial Markets as a qualified Investor at its own request; (e) legal person or company, not being a legal person or company as referred to in Subsection (d), opening words and under (1); (f) natural person residing in the Netherlands who satisfies the rules to be laid down by Decree and who was registered by the Authority for the Financial Markets as a qualified Investor at his own request; or (g) natural person or enterprise classified as a qualified Investor in another Member State as referred to in Article 2(1)(e)(iv) and (v) respectively of the Prospectus Directive, being: (I) legal entities which are authorized or regulated to operate in the financial markets, including: credit institutions, Investment firms, other authorized or regulated financial institutions, insurance companies, collective Investment schemes and their management companies, pension funds and their management companies, commodity dealers, as well as entities not so authorized or regulated whose corporate purpose is solely to invest in securities; and (II) natural persons who meet at least two of the following conditions, being (i) Investors who have carried out transactions of a significant size on securities markets at an average frequency of, at least, ten per quarter over the previous four quarters, (ii) Investor's whose securities portfolio exceeds €0.5 million and (iii) Investors who work or have worked for at least one year in the financial sector in a professional position which requires knowledge of securities Investment.

**Road show:** A presentation by an issuer of offering to potential Investors. Road shows refer to when the management of a company that is issuing offering, travels around the country to give presentations to analysts, fund managers and potential Investors. The road show is intended to attract a number of prospective Investors interested in learning more about the offering. Road show includes a deal and anon-deal road show. Non - deal road show occurs where executives hold discussions with current and potential Investors, but nothing is offered for sale.

---

The events may include multimedia presentations and question-and-answer sessions with several of the company's officers present. Hereby can be taken advantage of the Internet and post versions of road show presentations online.

**Securities:** equity securities and non-equity securities that are issued or will be issued by the Company.

**Equity security:** (1) negotiable share issued by a legal person, company or institution, or another negotiable instrument or right considered equivalent; (2) any other negotiable instrument issued by a legal person, company or institution through which another equity security as referred to under (3) may be acquired by exercising the right attached to this instrument or by converting or exchanging this instrument, if the negotiable instrument was issued by the legal entity, company or institution which also issued the equity security to be acquired, or by a group company affiliated to the issuer in a group;

**Non-equity security:** security that is not an equity security, to be divided into the following categories: (1) negotiable instrument issued by a legal person, company or institution through which another security may be acquired by exercising the right attached to this instrument or by converting or exchanging this instrument, and which was not issued by the legal entity, company or institution which also issued the equity security to be acquired, or by a group company affiliated to the issuer in a group; (2) negotiable instrument issued by a legal person, company or institution which entitles its holder to a monetary settlement by exercising the right attached to this instrument; (3) any other security that is not an equity security.

**Securities Investment or Shares Investment:** Purchasing of the Shares that are issued by the Company, by an Investor, pursuant to the Private Placement shares.

**Shares also Company shares:** Ordinary shares of no par value in the share capital of the Company.

**Share Purchase Agreement:** An agreement between the Company and the Investor defying the terms and conditions of the purchasing of the Shares pursuant the Private Placement shares.



---

**Subscribed securities:** Shares of the Company that the Investor wishes to purchase which wish is expresses by signing the Intention of interest accordingly the conditions hereof.

**Venture capitalist:** An Investor who either provides capital to startup ventures or supports small companies that wish to expand but do not have access to public funding. Venture capitalists are willing to invest in such companies because they can earn a massive return on their Investments if these companies are a success. Venture capitalists also experience major losses when their picks fail, but these Investors are wealthy enough that they can afford to take the risks associated with funding young, unproven companies that appear to have a great idea and a great management team.

## General summary

The Private Placement summary provides an outline of the information contained in this Private Placement Memorandum and is not intended to be comprehensive. The summary should be read in conjunction with the other sections of this Private Placement Memorandum.

The Definitions in this Private Placement Memorandum apply to this summary section.

### General summary

The Company aims at a Private Placement Offering in order to raise capital. The Offering is made to a limited number of potential Investors. It is the opposite of a public offering. In most countries, Private Placements are exempt from public registration. Since commercial bankers' loan criteria and institutional venture capitalists' Investment criteria are tightening, this Private Placement Offering remains one of the most viable capital formation alternatives available for the Company.

This Private Placement has the advantage of reducing transactional and ongoing costs because of its exemption from many of the extensive registration and reporting requirements. It also enables the Company to structure a more complex and



---

confidential transaction, since those to whom it is offered are typically a small number of sophisticated Investors. In addition, a Private Placement permits more rapid penetration into the capital markets than would a public offering of securities requiring registration with the European regulators.

## **Overview of the Company**

### **Introduction**

The Company has been established to increase the wealth of its Investors. The Company's objective is to provide Investors with an opportunity to grow with the business to the level where it exploits the full potential of its recourses. The mission of the Company is to secure the Investors the highest possible long-term return at risks no worse than the risk of an index fund tracking the return on the global stock market.

### **Borrowings**

The terms of the Company's bank borrowings will be determined on a project by project basis and the Company will be advised by the Investment adviser in this regard. The final decision in each case will be subject to the approval of the Management. It is anticipated that the debt funding, will increase the company's profit. It is the intention of the Company that acquisitions will be geared such as to achieve an appropriate balance between the risk of carrying debt and the enhancement of earnings through gearing and protection will be acquired against unforeseen increases in short term interest rates.

### **Legal summary**

#### **Incorporation and history**

The Company was incorporated in Colorado on October 22, 2012 under the name of Winnett Perico, Inc. The Company is subject to national corporate law. The Company is further regulated by its Statutes and the Articles of Association. The law

---

of the jurisdiction in which the Company operates will regulate most of its internal activities, as well as its finances.

### **Legal structure of the Company**

The Company is separate and distinct from its owners in the eyes of the law. As a separate entity, the Company has several distinguishing characteristics including limited liability, easy transferability of shares, and perpetual existence. The Company also has centralized management who may be different persons from the actual owners. Information on the group structure and subsidiaries and the share capital of the Company and the major shareholders are available upon request.

### **Organs of the Company**

Through the Organs of the Company decision-making takes place, business is conducted and the company is represented, and the managing director or management board is supervised. The obligatory organs of the company are the company general meeting and the managing director and, in the case of statutory co-determination, the supervisory board. The articles of association may make optional provision for the appointment of a supervisory board, advisory board or board of directors. The company organs of the Company are the shareholders' meeting or general meeting, the management board and the supervisory board. Although the members of the company organs are not treated as employees, those who belong to the board of directors or the management board may have their legal actions heard in the system of labour courts.

### **Management and employees**

The Company uses a flat organizational structure, where very few levels of management separate executives from analysts, secretaries and lower-level employees. This type of organization works best for the Company, because decisions can be made relatively quickly. The flat organizational lacks the typical bureaucracy of taller organizational structures--those with many levels of management.

---

## **Financial summary**

### **Anticipated returns**

The Company's aim is to deliver a reliable and growing return to its investors with the ultimate objective of sustaining a yield of no less than 5% on capital invested. This expectation is based on the Managements' assessment of prevailing market conditions. If, in the Company's view, circumstances change in future to make this expectation inappropriate as a medium to long-term objective, this will be communicated to Investors.

### **Financial information**

The forecast financial information of the Company is presented under title "Financial plan" here below. The unaudited consolidated pro forma statement of financial position of the Company is also presented below. Extracts of the audited historical financial information for the previous years for the Company, the preparation of which is the responsibility of the Management, are available upon request.

### **Summary of the Private Placement and the Offering**

Purposes of the Private Placement. The Company is currently seeking to raise capital through this Private Placement Offering for the following purposes:

#### **The Key Features**

The key features of the Private Placement are as follows:

The Company is seeking to raise debt capital from Investors in the form of a loan whereby Investors will lend funds to the Company under conditions as set forth hereby. By this Debt offering the Company seeks to raise debt financing by concluding a Loan Agreement with Investor which shall include an annual rate of return and a maturity date that dictates when the funds will be paid back to Investors in full, as determined here below.

---

The Company aims to raise an amount of \$ 100.000.000 by means of this Private Placement Offering. The Private Placement is not subject to any minimum subscription amount.

Minimum value of subscription amount in Europe for new Investors who are not qualified Investors: € 150.000;

Minimum value of subscription amount in Europe for Qualified Investors: € 150.000;

Fixed (or floated) interest rate: 5,8 % annual;

Maturity term of the principal amount shall be: 15 years;

Timing of the interest payments: annually;

Opening date of the Private Placement on December 1st, 2015;

Closing date of the Private Placement on December 1st, 2016;

All above mentioned data are subject to change. Any such change will be announced by the Company.

---

## Details of the Private Placement

The Private Placement securities will be offered for subscription to potential Investors being select institutions, high net worth individuals and business associates, in Europe.

Potential Investors that have been invited to apply should do so by completing the Intention of interest form (or “Private Placement application forms”), which will be provided to them in accordance with the provisions of this Private Placement Memorandum and the instructions contained in the Intention of interest forms.

No Offering will be made to the public in respect of the Private Placement. The Private Placement is open to potential Investors (applicants) only.

---

# Risks Relating to the Business of the Company

## Listing of risks

The Company will initially need a substantial amount of surplus cash that will be invested in temporary Investments, which are expected to generate returns that are lower than the returns the Company anticipates receiving from equity and other types of Investments. The Management of the Company and their advisors are, however, highly experienced professionals with strong track records in identifying, managing and exiting Investments.

The Company is established in Tucson and has operating history and financial results as explained in the Memorandum with its Exhibits. An Investment in the Company is subject to all risks and uncertainties associated with this kind of business, including the risk that the Company will not achieve its objective of the Investments and that the value of an Investment in the Company of a potential Investor could decline substantially or completely.

Making an Investment carries inherent risk. Potential Investors should carefully consider the risks associated with investing in the Company and seek professional advice before making any decision to invest in the Company. The Management believes the below listed risks to be the most significant for prospective Investors. The risks listed, however, do not necessarily comprise all of those associated with an Investment in the Company and are not intended to be presented in any assumed order of priority. Furthermore, the hereby mentioned risks are not personalized to each potential Investor. Therefore a potential Investor should consider carefully whether an Investment in the Company is suitable in view of their personal circumstances and financial resources. Potential Investors are not to construe the contents of the Private Placement Memorandum as tax, business or legal advice. A prospective Investor should consult with its own legal, business and tax advisers to determine the appropriateness and consequences of an Investment in the Company.

---

## Listing of risks

Some of the risks involving the Investment are the following:

1. **Lack of operating history.** The Company is recently incorporated and has therefore limited operating history upon which Investors can evaluate likely performance. There can be no assurance that the Company will achieve its Investment objective or that the strategy applied to the Company will be successful.
2. **Key individuals.** The Company is highly dependent on—among other factors—the attracted Investments, professionals employed by the Company, its advisors and there can be no assurance that the Company will have continued access to them.
3. **Availability of Investment opportunities.** The Company operates in a highly competitive market for Investment opportunities and if it cannot attract and receive Investments, its business and results of operations may suffer. The availability of potential Investments that meet the Company's Investment criteria will depend on the state of the economy and financial markets. The Company will be competing for Investments with other companies, as well as individuals, financial institutions and other institutional Investors. The Company can offer no assurance that it will be able to identify and make Investments that are consistent with its Investment criteria or rate of return targets, or that it will be able to fully invest its available capital.
4. **Development risks.** While it is not the intention of the Management to invest in development projects, in certain circumstances the Company may be exposed to development risks and the returns on the Investments may therefore be subject to some extent to the risks associated with the development of certain projects.
5. **Business and market risks** Any future market recession could materially adversely affect the value of Investments and the assets of the Company. Returns from an Investment are generally affected by overall conditions in the economy, such as growth in gross domestic product, employment trends, inflation and changes of interest rates. Furthermore, the financial condition and results of operations of the Company will depend on the ability of the

---

Company to manage future growth and effectively implement its Investment strategy. There can be no assurance that the Company or the financial advisor will be able to predict accurately or react effectively to future changes in the value of Investments. There can be no assurance that the values of Investments that the Company reports from time to time will in fact be realized. Family interests may exercise a substantial influence over the business of the Company and may be subject to conflicts of interest. The Company expects to make Investments in companies that are not controlled by the Company, which involves considerable risks.

6. **Currency exchange rates risk.** The base currency of the Company is USD and as such, the returns to Investors will be impacted by currency movements between the USD and other currencies in which the Company invest. These currency movements may be advantageous or disadvantageous to USD returns. In addition, an Investor must consider its personal effective 'base' currency as any currency movements between the USD and the individual's base currency could result in a loss of capital invested. Therefore if the Company will be exposed to foreign exchange risk, which may adversely affect its results of operation.
7. **Interest rate risk.** Fluctuations and changes in interest rates may adversely affect the financial condition of the Company. Adverse movements in interest rates could result in materially adverse performance of the property portfolio performance and as such, Investors could incur loss of capital invested.
8. **Law, regulatory regime and permits.** Laws and regulations governing the operations of the Company may adversely affect the business, Investments and results of operations. The failure to obtain or to continue to comply with all necessary approvals, licenses or permits, including renewals thereof or modifications thereto, may adversely affect the Company's performance, as could delays caused in obtaining such consents due to objections from third parties. New laws may be introduced which may be retrospective and affect the business which the Company is involved with. The Company could be adversely affected by delays in, or a refusal to grant, any required governmental approval for any particular Investment, as well as by the



---

application to the Company of any legal or administrative restriction on making Investments.

9. **Litigation risk.** Investment in the Company involves certain risks normally associated with Investment in the business of the Company, which includes for example the risk that a party may successfully litigate against the Company, which may result in a reduction in the assets of the Company. The Management is not aware of any pending litigation against the Company.
10. **Tax and regulatory changes.** The tax regimes applying to the Company and/or its SPVs, the ability of the Company to repatriate its assets and other operations of the Company are based on regulations which are subject to change through legislative, judicial or administrative action in the jurisdictions in which the Company and/or its SPVs operate and/or invest, thereby affecting the tax treatment of the Company and/or its SPVs in these jurisdictions.
11. **Operations of the Company.** The Company may be unable to pay interest. The Company may not achieve the Company's Investment objective. The Company may experience fluctuations in its half-yearly and yearly operating results.
12. **Liquidity of the Company's Investments** The Company's Investment in companies held in its portfolio may rank below others, and the Company may not be able to recoup amounts owed in the event of their bankruptcy or insolvency. The Company's Investments may not appreciate in value or generate Investment income or gains. If the Company borrows money to make Investments there is a risk that the costs of borrowing will exceed the returns (if any) on those Investments. An expected Investment to be made by the Company in financial participations may be illiquid and the market price of the financial participations may fluctuate widely in response to different factors. Privately acquired securities may be subject to transfer restrictions, which may impede the Company's ability to liquidate its position quickly. Market values of publicly traded securities that are held as Investments maybe volatile.
13. **Interests.** Investors should note that payment of any future interests is not guaranteed and will be at the discretion of the directors after taking into

---

account various factors including the Company's operating results, financial condition and current and anticipated cash needs.

14. **Gearing.** The Company, either directly or indirectly through its SPV's, may use borrowings which will typically be secured on its assets. If the cost of the Company's borrowings exceeds the return on the assets in its portfolio, the borrowings will have a negative effect on the Company's performance. In the event that the Company enters into a bank facility agreement or funding agreement, such agreement(s) may contain financial covenants. In particular, such an agreement may require that the Company and/or its SPVs have assets exceeding a fixed percentage of the value of any loan draw down. If the value of such assets falls such that any financial covenant is breached, or if any other covenant is breached, the Company may be required to repay or procure the repayment of the borrowings in whole or in part. In such circumstances, it may be necessary to sell, in a limited time, all or part of the Company's assets portfolio, potentially in circumstances where there has been a downturn in assets values generally such that the realization proceeds do not reflect the valuation of such assets.
15. **Insolvency.** It is possible that the Company, due to many unpredictable and/or predictable factors become insolvent, whereby the potential Investors could lose all value of their Investment. However, currently there is no indication that such situation will occur in near future.

## NOTA BENE

Performed due diligence of the Company by a potential Investor may not reveal all of the risks of investing in the Company. The factors mentioned above are not comprehensive and there may be other risks that relate to or may be associated with an Investment in the Company.

---

# Disclaimers

## The Offer

Potential Investors should read the Private Placement Memorandum in its entirety before deciding whether to invest in financial participations. The Private Placement Memorandum contains important information about the risks associated with an Investment. The Private Placement Memorandum does not take into account the Investment objectives, financial situation and particular needs of each potential Investor. We recommend that before you decide whether to invest you contact your financial adviser or other professional adviser.

## Warning

The distribution of this Private Placement Memorandum may be restricted by law and persons who come into possession of it should seek advice and observe any such restrictions. Any failure to comply with such restrictions may contravene applicable securities laws. Company disclaims all liabilities to such persons. Eligible Investors who are nominees, trustees or custodians are therefore advised to seek independent advice as to how they should proceed. Financial intermediaries are responsible for ensuring that taking up an Investment does not breach the selling restrictions set out in this Memorandum or otherwise violate the securities laws in the relevant jurisdictions.

No action has been taken to register or qualify this Private Placement Memorandum to permit a public offering, in any jurisdiction.

## Instructions

A potential Investor should ensure that any copy of the Private Placement Memorandum he/she/it views or prints is complete.

The information in this Private Placement Memorandum is for informational purposes only and is subject to change without notice. Nothing contained on this

---

Private Placement Memorandum constitutes Investment, legal, accounting, business, tax or other advice, nor is it to be relied on in making Investments. The information in the Private Placement Memorandum does not take into account your Investment objectives, financial situation or particular needs.

Some of the statements in the Private Placement Memorandum include forward-looking statements which reflect the Company's and/or the Directors' current views with respect to financial performance, business strategy and future plans, both with respect to the Company and the sectors and industries in which the Company operates. Statements which include the words "expects", "intends", "plans", "believes", "projects", "anticipates", "will", "targets", "aims", "may", "would", "could", "continue" and similar statements are of a future or forward-looking nature.

All forward-looking statements address matters that involve risks and uncertainties. Accordingly, there are or will be important factors that could cause the Company's actual results to differ materially from those indicated in these statements. These factors include but are not limited to those described in the part of the Private Placement Memorandum entitled "Risk Factors", which should be read in conjunction with the other cautionary statements that are included in the Private Placement Memorandum. Any forward-looking statements in the Private Placement Memorandum reflect the Company's current views with respect to future events and are subject to these and other risks, uncertainties and assumptions relating to the Company's operations, results of operations and growth strategy.

These forward-looking statements speak only as of the date of the Private Placement Memorandum. The Company undertakes no obligation publicly to update or review any forward-looking statement, whether as a result of new information, future developments or otherwise. All subsequent written and oral forward-looking statements attributable to the Company or individuals acting on behalf of the Company are expressly qualified in their entirety by this paragraph. Prospective Investors should specifically consider the factors identified in the Private Placement Memorandum which could cause actual results to differ before making an Investment decision.

---

No statement in this Private Placement Memorandum is intended as a profit forecast and no statement in the preliminary Private Placement Memorandum should be interpreted to mean that the earnings of the Company and/or the earnings of the Investor for the current or future years would necessarily match or exceed the historical published earnings of the Company and/or earnings per share.

## Terms

The Private Placement Memorandum is an important document that should be read in its entirety. Accordingly, a potential Investor should always consult a legal, financial or/and other professional adviser. By accessing the Memorandum the Investor acknowledge that the Investor has read and accept the terms set out here above. A potential Investor should indicate the Investor's agreement by signing a form entitled: "Confirmation of Understanding and Acceptance of all terms and disclaimers of the Memorandum" which is attached below.

## Confirmation of Understanding and Acceptance of Disclaimer

I have read and understood all terms of this Memorandum inclusive the disclaimer set out above. I understand that it may affect my rights. I agree to be bound by its terms and the other terms and conditions of use applying to this Private Placement Memorandum. I confirm that I am permitted to view this Private Placement Memorandum. If I do not agree to all the terms and conditions of the Memorandum as set out above, then I may not use the information in this Private Placement Memorandum. I acknowledge that I have been advised by the Company that all information and documents regarding this Private Placement Memorandum that I may have knowledge of or access to are strictly confidential.

---

First name

.....

Surname

.....

Phone number

.....

Email

.....

Date

.....

Signature

.....

---

# Information on the Company

## History and background of the Company

### **Incorporation and history:**

The Company is incorporated in Colorado on October 22, 2012 under the name of Winnett Perico, Inc.

### **Overview of the Company:**

The Company has been established to produce and distribute organic fresh foods.

### **Directors and employees:**

CEO Brewer – 36 years from Boardroom to farm field, extensive organic foods and supply chain experience

VP Operations Castro – 36 years in operations, including 10 years organics

VP Finance Smith – 36 years in finance, 19 years as CFO, extensive food experience

VP Sales and Marketing LeBlond – 25 years including organic mass market experience

Director – Food Safety and Organic Integrity Gomez – 10 years food safety experience

Director –Organic Farming Mota – Six years as grower, including organics

## Investment objectives, strategy and prospects

The Company focuses on achieving long-term responsible capital growth while preserving shareholders' capital. Capital is allocated to internally and externally managed equities.

### **Company's Investment policy**

1. Responsible Investment is an integral part of the Investment process of the Company. The Company takes shareholder rights and environmental and

---

social factors into consideration in its Investment decisions. Research in the fields of sustainability and shareholder rights can lead to a decision to decline a certain Investment offer, to sell the Investment, or to increase or reduce the size of the Investment.

2. The Company enters into dialogue with companies in order to achieve good corporate governance. In meetings with companies the Company makes its standards on shareholder rights clear. To emphasize its message, the Company often cooperates with other Investors.
3. The Company expects companies to act with respect for the principles of the UN Global Compact, and we the Company sells the securities it holds if the dialogue does not lead to improvement. Moreover, the Company does not invest in products which are banned under international law or international regulations. This means that the Company does not invest in companies that are directly involved in the manufacture of landmines, cluster ammunition and their firing systems, or chemical or biological weapons. The Company also rules out products or services widely regarded as objectionable. The minimum standards for companies in the fields of human rights, labor standards, the environment and corruption are specified in the UN Global Compact.
4. The Company does not invest in sovereign bonds issued by countries that are subject to an arms embargo by the UN Security Council. An UN Security Council arms embargo indicates that there is serious concern about a country's human rights situation.
5. The Company actively exercises its rights as shareholder. The Company votes at the shareholders' meetings of the companies in which it invests. The Company publishes its voting behavior and provides explanations of how it voted.
6. The Company strongly advocates robust national and international laws and regulations aimed at promoting sustainability and good corporate governance. The Company regularly discusses sustainability and shareholder rights with legislators and regulatory bodies. The Company also contributes to the development of standards aimed at improving the integrity of the financial markets over the long term.



- 
7. The Company actively looks for attractive Investments that promote sustainability. The Company is always looking for new opportunities to invest in contributions to profitable sustainability.
  8. The Company actively propagates its responsible Investment policy in order to promote sustainability and corporate governance. The Company cooperates with asset managers and communicates extensively about its activities.

## **Prospect**

Yield: 5% MINIMUM.

Objective: To provide a high and rising income together with the possibility of capital appreciation from international equities, international equity-related securities and fixed interest securities.

## **Foreign exchange and interest rate hedging**

Company applies uses the method of foreign exchange hedge (also called a FOREX hedge) to eliminate or "hedge" its foreign exchange risk resulting from transactions in foreign currencies. This is done using either the cash flow hedge or the fair value method. The accounting rules for this are addressed by the International Financial Reporting Standards (IFRS) as well as other national accounting standards.

By applying this method, the foreign exchange hedge transfers the foreign exchange risk from the trading or investing company to a business that carries the risk, such as a bank. There is cost to the Company for setting up a hedge. By setting up a hedge, the Company also forgoes any profit if the movement in the exchange rate would be favorable to it.

Interest rate risk exists in an interest-bearing asset, such as a loan or a bond, due to the possibility of a change in the asset's value resulting from the variability of interest rates. Forwards and Futures provide Company the ways to hedge interest rate risk, with different methods being appropriate for different scenarios.

---

## Legal Information

Investments in the Company are channeled through a Luxembourg or Dutch fund. This Investment fund acts as a vehicle that allows a number of separate and unrelated Investors, a group of individuals or companies, to make Investments together. By pooling their capital, the Investors can share costs and benefit from the advantages of investing larger amounts, including the possibility of achieving a broader diversification among a number of different assets and thus spreading their risks.

The number of Investors in the fund is not fixed. At the moment, it is not certain how the Investment fund will be designed, for example as an Investment company with a board of directors and the Investors as shareholders, or as a contractual agreement between the Investors and the management company.

The fund will be initially set up with an indefinite lifespan. The fund will seek to generate income for Investors, or seek to maximize the capital value of their Investments. The fund will be restricted to sophisticated Investors such as financial institutions or very wealthy families.

The offering terms will be summarized in a term sheet, containing the following subjects:

- A description of the security being sold.
- The price for the security.
- The company pre-money valuation.
- The minimum (if any) and maximum amount to be sold.
- Basic information about the issuing company (e.g., whether it is a corporation or limited liability company, the state of incorporation/organization).
- The current cap table.
- Any applicable security transfer restrictions.

The term sheet can also contain other provisions that address issues such as board representation, veto rights over certain types of transactions or conduct, co-sale or

---

tag-along rights, drag-along rights, dividends, put rights, piggyback registration rights, and anti-dilution provisions.

## Financial Information

The Company's financial information is provided in the following sections. Before potential Investors enter into a contract with the Company, a due diligence will be carried out by a specialized firm that will focus on:

- Evaluating the integrity of individuals - both personally and professionally
- Analyzing the quality of reported assets, earnings and cash flows
- Assessing the financial and accounting control environments
- Gauging the strength of relationships with customers and partners
- Tracing and evaluating the supply chain for compliance-related vulnerabilities

In addition, this due diligence provides essential information about the Company in respect to:

- The Capitalization of the company
- Revenue, profit and margin trends
- Competitors and industries
- Valuation multiples
- Management and share ownership
- Balance sheet exam
- Stock price history
- Stock Options and dilution possibilities
- Expectations
- Risks

---

# Corporate Government Structure of the Company

## Corporate government structure of the Company

The corporate bodies of the Company are:

1. Board of directors ("Management")
2. General Assembly
3. Supervisory organ

The board of directors, including the general manager or CEO (chief executive officer), has very defined roles and responsibilities within the business organization. Essentially it is the role of the board of directors to hire the CEO or general manager of the business and assess the overall direction and strategy of the business. The CEO or general manager is responsible for hiring all of the other employees and overseeing the day-to-day operation of the business. Problems usually arise when these guidelines are not followed. Conflict occurs when the directors begin to meddle in the day-to-day operation of the business. Conversely, management is not responsible for the overall policy decisions of the business.

The Company shall hold an annual general assembly within six months of the end of each financial year. The Board may decide that shareholders may attend the general assembly and exercise their shareholder rights (e.g. vote, vote in advance, etc.) by electronic means. As a rule, the general assembly is held once every year. The board or shareholders can nevertheless convene an extraordinary general assembly to consider matters that normally are not part of the business of the annual general assembly.

The appointment of a supervisory board is optional for the Company. However, the supervisory board cannot legally represent the Company. The Company will also appoint a qualified auditor.

The statutes of the Company provide further details.

---

## Details of the Management of the Company

- Details of the Directors (the full names, ages, capacities and business address of the Directors)
- Experience of the directors
- Qualification, appointment, voting power, retirement and borrowing powers of the directors

The relevant provisions of the Articles of association of the Company relating to qualification, appointment, voting powers, retirement, remuneration and borrowing powers of directors are set out in its Statutes. The borrowing powers of the directors in respect of both the Company and the subsidiaries are unlimited.

## Disclosures by the directors

None of the directors of the Company (or the subsidiaries) have:

1. been declared bankrupt, insolvent or have entered into any individual voluntary compromise arrangements;
2. entered into any receiverships, compulsory liquidations, creditors voluntary liquidations, administrations, company voluntary arrangements or any compromise or arrangement with creditors generally or any class of creditors of any company where such directors are or were directors with an executive function during the preceding twelve months;
3. entered into any compulsory liquidations, administrations or partnership voluntary arrangements of any partnerships where such directors are or were partners during the preceding twelve months;
4. entered into any receiverships of any asset(s) or of a partnership where such directors are or were partners during the preceding twelve months;
5. been involved in any unusual transactions such as purchases outside normal activity or the acquisition or disposal of fixed asset items;
6. been publicly criticized by a statutory or regulatory authority, including recognized professional bodies or disqualified by a court from acting as a director of a company or from acting in the management or conduct of the affairs of any company; and/or

- 
7. been involved in any offence of dishonesty, fraud or embezzlement.

### **Remuneration of directors**

Executive and non-executive directors may be compensated by fee, salary, and/or use of the Company's property as a matter of agreement between them and the Company. However, the amount of remuneration cannot exceed the amount specified in the articles of association.

### **Interests of the directors**

On the last practicable date, the directors (and their associates), in aggregate, held directly and indirectly approximately 100% of Company's issued share capital.

### **Statements:**

1. Save for being a shareholder of the Company or the Investment adviser, no director of the Company has or had any interest, directly or indirectly, in any transaction which is, or was, material to the business of the Company and which was effected by the Company during the current financial year which remains in any respect outstanding or unperformed.
2. Save for being a shareholder of the Company or the Investment adviser, no director of the Company has had any material beneficial interest, either direct or indirect, in the promotion of the Company.
3. Save for being a shareholder of the Company or the Investment adviser, no director of the Company has had any material beneficial interest, either direct or indirect, in any property acquired or to be acquired by the Company.

### **Management contracts of the directors**

The directors have written employment/management agreements. The executive directors are employed on terms and conditions that are normal for positions of their nature, which include, inter alia, that the executives:

- 
1. are required to spend all such time as reasonably required in the fulfillment of their duties;
  2. are subject to the usual fiduciary obligations of a director of a listed company;
  3. are subject to notice of termination;
  4. are required to serve on committees as necessary;
  5. are bound by duties of confidentiality with regards to the business of the Company; and
  6. have agreed to be bound by a restraint of trade for a period post-termination of services.

### **Other directorship held by the directors**

This information is available upon request.

### **Major shareholders of the Company**

Details of shareholders holding more than 10% of the issued share capital and the shares issued since the Company's incorporation as well as the current capital structure and the capital structure subsequent to the conclusion of the Private Placement are available upon request. Also available upon request is information regarding the rights attaching to the shares.

### **Key features of the Statutes and the Articles of Association of the Company**

The Statutes and Articles cover a number of topics:

- the issuing of shares (also called stock), different voting rights attached to different classes of shares
- the appointments of directors - which shows whether a shareholder dominates or shares equality with all contributors
- directors meetings - the quorum and percentage of vote
- management decisions - whether the board manages or a founder
- transferability of shares - assignment rights of the founders or other members of the company do
- special voting rights of a Chairman, and his/her mode of election

- 
- the dividend policy - a percentage of profits to be declared when there is profit or otherwise
  - winding up - the conditions, notice to members
  - confidentiality of know-how and the founders' agreement and penalties for disclosure
  - first right of refusal - purchase rights and counter-bid by a founder

### **Key obligations, liabilities and rights of the Company**

No material contracts have been entered into by the Company, other than in the ordinary course of business, since incorporation, that contains an obligation or settlement that is material to the Company as at the date of the Memorandum. Information regarding Agreements with key clients/providers/Investors, Assets acquired or to be acquired is available upon request.

### **Corporate practice and conduct**

The Company and its Management are committed to the principles of effective corporate governance and application of the highest ethical standards in the conduct of its business and affairs. The Company complies with the latest version of the Dutch corporate governance code. Details of the Company's code of corporate practice and conduct can be found on the website of the Dutch Corporate Governance Code Monitoring Committee, installed by the Dutch Minister of Finance, the Minister of Justice and the Minister of Economic Affairs ([commissiecorporategovernance.nl](http://commissiecorporategovernance.nl)).

### **Directors' responsibility statement**

The following statement should be read in conjunction with the auditor's statement of their responsibilities as set out in the auditor's report contained in the Company's Annual Reports. The statement aims to distinguish the responsibilities of the Directors and the auditor in relation to the financial statements.

The Directors are required by Statutes and Articles to prepare financial statements, which give a true and fair view of the state of affairs of the Company. The financial



---

statements should be prepared on a going concern basis unless it considers inappropriate. The Directors are responsible for ensuring that the accounting records kept by the Company at any time reasonably and accurately reflect the financial position of the Company, and also ensure that the financial statements comply with the requirements of the International Accounting Standards Board (IASB). The Directors also have duties to take reasonable and practicable steps to safeguard the assets of the Company and to prevent and detect fraud and other irregularities.

The Directors consider that in preparing the financial statements contained in its Annual Reports, the Company has adopted appropriate accounting policies which have been consistently applied and supported by reasonable judgments and estimates, and that all accounting standards which they consider to be applicable have been followed.

### **Litigation Statement**

There are no legal or arbitration proceedings (including any such proceedings that are pending or threatened) of which the Company is aware, which may have or have had a material effect on the financial position of the Company since incorporation.

---

# Who We Are

## The Company

Winnett Perico, Inc. is a Colorado company organized in October 2012.

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

- Will be a key participant in three emerging organic market segments, worth \$22.5 billion annually by 2020.
- Grows this project to a \$900 plus million enterprise over five years.
- Leverages 50% to 70% organic product price premiumsto generate superior profits and an excellent capital base for further growth.
- Uses technology tools such as RFID and GPS to improve performance and marketability of livestock and crops, further leveraging the organic pricing premium.
- Enhances customer loyalty with strategic supply chain services to gain market share inthis short of supply market.

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

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

---

## The Team

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

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

With the organic industry adding nearly \$3 billion of sales each year, the full line services of suppliers like WinnettOrganics will be a key to the industry's growth and development, particularly in the wholesale and large retailer market segments being targeted by the Company. Our management team has solved this set of supply chain problems many times before. With proper capitalization, WinnettOrganics can grow very rapidly by focusing on organic vegetables, grains, and beef.

---

## What We Sell

Company is focussed on selling organic foods; food produced by organic farming. While the standards differ worldwide, organic farming in general features cultural, biological, and mechanical practices that foster cycling of resources, promote ecological balance, and conserve biodiversity. Synthetic pesticides and chemical fertilizers are not allowed, although certain approved pesticides may be used. In general, organic foods are also not processed using irradiation, industrial solvents, or synthetic food additives.

Currently, the European Union, the United States, Canada, Mexico, Japan and many other countries require producers to obtain special certification in order to market food as organic within their borders. In the context of these regulations, organic food is food produced in a way that complies with organic standards set by national governments and international organizations. Although the produce of kitchen gardens may be organic, selling food with the organic label is regulated by governmental food safety authorities, such as the US Department of Agriculture (USDA) or European Commission.

Organic food production is a self-regulated industry with government oversight in some countries, distinct from private gardening. Currently, the European Union, the United States, Canada, Japan and many other countries require producers to obtain special certification based on government-defined standards in order to market food as organic within their borders. In the context of these regulations, foods marketed as organic are produced in a way that complies with organic standards set by national governments and international organic industry trade organizations.

In the United States, organic production is managed in accordance with the Organic Foods Production Act of 1990 (OFPA) and regulations in Title 7, Part 205 of the Code of Federal Regulations to respond to site-specific conditions by integrating cultural, biological, and mechanical practices that foster cycling of resources, promote ecological balance, and conserve biodiversity. If livestock are involved, the livestock

---

must be reared with regular access to pasture and without the routine use of antibiotics or growth hormones.

The biggest advantages of organic food include (source: sustainablebabysteps.com):

- **Nutrient-Denser Food:** According to a State of Science Review done in 2008, organic food has more nutritional superiority than its non-organic counterparts.
- **Physical:** No pesticides, chemicals, or processed additives bogging down the system means a smaller risk of disease, illness, and disorders. Nothing leaves a person feeling more tired and gross than unhealthy junk food.
- **Taste:** Organic food tastes differently from the addictive qualities of junk food additives, such as processed sugar and MSG. But after just a short time the body will be preferring truly healthy food.
- **Price:** Although some organic food and products are more expensive, a person will save money in several ways:
  1. Whole foods help to prevent major and minor diseases and illnesses, meaning lower health care costs and less likelihood of missing work. One of the hidden advantages of organic food.
  2. The brain tells the body to eat partially based on the nutrients it receives. Now that we know eating organic means more nutrients, it means the brain will not tell the body to keep eating like it does with junk food.
  3. Buying organic food from the farmer's market is incredibly inexpensive. A consumer also has the option of bartering with farmers for goods or services.
  4. Growing one's own can become free when a person gets his/her organic vegetable gardening place.
- **Safe from Dangerous Pesticides:** Chemical pesticides have been linked to breast, prostate and other cancers, non-Hodgkins lymphoma, leukemia, infertility, convulsions, immune and endocrine disorders, Parkinson's disease and depression. Just to name a few!<sup>2</sup>

- 
- Safe from Scary Chemicals: Herbicides and fertilizers have been connected with various cancers, immune disorders, infertility, cardiac disease, hypertension, and numerous other diseases.
  - Safe from Other Artificial Ingredients: Things like genetically engineered foods ( Frankenfoods, such as tomatoes spliced with fish genes for cold weather tolerance), food fertilized with sewer sludge, appetite enhancers given to animals and synthetic hormones are just a few more advantages of organic food.

## Who We Sell To

### US Market

Solid growth for the US organic food market is expected to continue until 2018, according to a new report that puts a compound annual growth rate (CAGR) of 14% on the sector. The new "United States Organic Food Market Forecast & Opportunities, 2018" report adds that the Western US is driving much of the organic food market revenues on the back of growing domestic production and increasing awareness.

The predicted growth is consistent with those reported recently by Information Resources Inc. (IRI) and SPINS, which found that with natural/organic retail sales reaching \$81.3 billion in 2012, up 13.5% from the year before.

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

The growth could be significantly larger, however, given that two small "power shopper" groups, together comprising 18% of consumers, account for almost half of all sales of natural/organic products. This leaves 82% of consumers who still haven't reached their buying potential in this fast-growing CPG segment (Source: [foodnavigator-usa.com](http://foodnavigator-usa.com)).

---

## **European market**

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

## **China**

In China the increasing demand for organic products of all kinds, and in particular milk, baby food and infant formula, has been "spurred by a series of food scares, the worst being the death of six children who had consumed baby formula laced with melamine" in 2009 and the 2008 Chinese milk scandal, making the Chinese market for organic milk the largest in the world as of 2014. A Pew Research Centre survey in 2012 indicated that 41% of Chinese consumers thought of food safety as a very big problem, up by three times from 12% in 2008.

## **Demand and Supply**

Consumer demand for organic products has widened over the last decade. While new producers have emerged to help meet demand, market participants report that a supply squeeze is constraining growth for both individual firms and the organic sector overall (USDA ERS, Emerging Issues In The U.S. Organic Industry, 2009).

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

---

## Target Markets

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

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



---

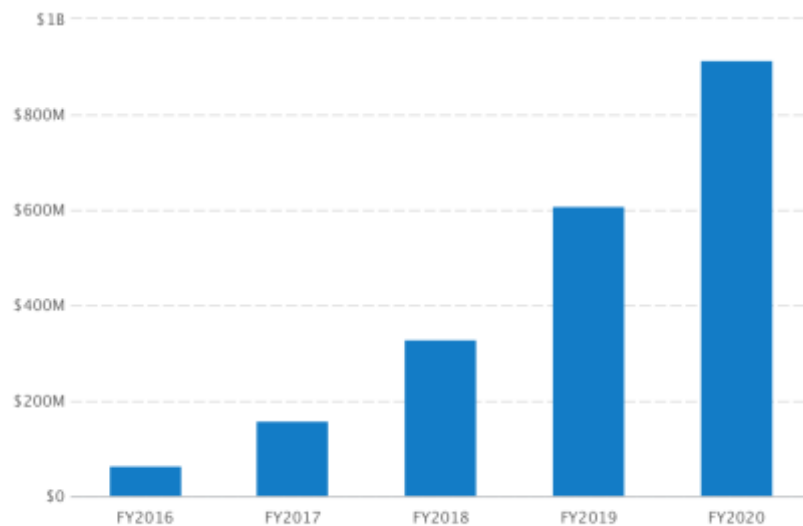
# Financial Plan

## Revenues

### Revenue Forecast

	FY2016	FY2017	FY2018	FY2019	FY2020
<b>Revenue</b>					
Total income	\$63,448,000	\$159,998,000	\$330,411,000	\$608,746,000	\$915,592,000
<b>Total Revenue</b>	<b>\$63,448,000</b>	<b>\$159,998,000</b>	<b>\$330,411,000</b>	<b>\$608,746,000</b>	<b>\$915,592,000</b>
<b>Direct Cost</b>					
Direct Costs	\$32,926,000	\$70,775,000	\$131,910,000	\$229,909,000	\$336,827,000
<b>Total Direct Cost</b>	<b>\$32,926,000</b>	<b>\$70,775,000</b>	<b>\$131,910,000</b>	<b>\$229,909,000</b>	<b>\$336,827,000</b>
Gross Margin	\$30,522,000	\$89,223,000	\$198,501,000	\$378,837,000	\$578,765,000
<b>Gross Margin %</b>	<b>48%</b>	<b>56%</b>	<b>60%</b>	<b>62%</b>	<b>63%</b>

### Revenue by Year



---

## About the Revenue Forecast

Although Management believes that the expectations reflected in these forward-looking statements are reasonable, it can give no assurance that such expectations will prove to be correct. Important factors that could cause actual results to differ materially from the Company's expectations. All subsequent written and oral forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by the cautionary statements set forth in this Memorandum. The Company disclaims any intention or obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

## Budget

### Budget Table

	FY2016	FY2017	FY2018	FY2019	FY2020
<b>Operating Expenses</b>					
Salary	\$5,900,000	\$12,950,000	\$17,754,000	\$22,855,000	\$29,077,950
Employee Related Expenses	\$295,000	\$647,500	\$887,700	\$1,142,750	\$1,453,898
Overhead	\$18,464,000	\$32,974,000	\$62,526,000	\$105,943,000	\$156,475,000
<b>Total Operating Expenses</b>	<b>\$24,659,000</b>	<b>\$46,571,500</b>	<b>\$81,167,700</b>	<b>\$129,940,750</b>	<b>\$187,006,848</b>

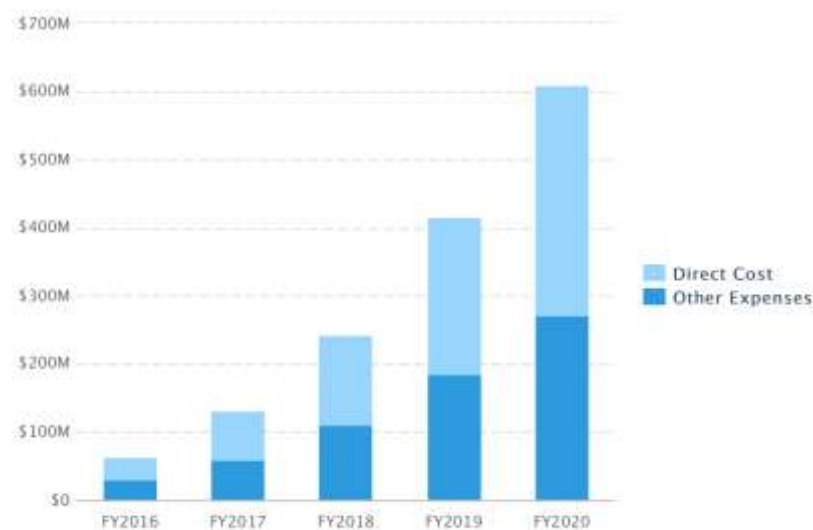
## About the Budget

To begin developing a budget process, Company first created an outline. Deciding on what budgeting platform to use and what the submittal and review process would be were two keys to developing the overall budgeting processes. Then it was necessary to put together an overall plan that achieves a specific percentage of

---

revenue growth. The next step was to identify the key budgeting participants. The final step has been to set the timeframe.

## Expenses by Year



## Startup Costs

The Company has divided startup costs up into six major categories:

- **Cost of sales.** Product inventory, raw materials, manufacturing equipment, shipping, packaging, shipping insurance, warehousing.
- **Professional fees.** Setting up a legal structure, trademarks, copyrights, patents, drafting partnership and non-disclosure agreements, attorney fees for ongoing consultation, retaining an accountant.
- **Technology costs.** Computer hardware, computer software, printers, cell phones, PDAs, website development and maintenance, high-speed internet access, servers, security measures, IT consulting.
- **Administrative costs.** Various types of business insurance, office supplies, licenses and permits, express shipping and postage, product packaging, parking, rent, utilities, phones, copier, fax machine, desks, chairs, filing cabinets – anything else needed to have on a daily basis to operate a business.

- **Sales and marketing costs.** Printing of stationery, marketing materials, advertising, public relations, event or trade show attendance or sponsorship, trade association or chamber of commerce membership fees, travel and entertainment for client meetings, mailing or lead lists.
- **Wages and benefits.** Employee salaries, payroll taxes, benefits, workers compensation.

## Loans and Investments

	FY2016	FY2017	FY2018	FY2019	FY2020
<b>Participations</b>					
Financing at 5.8% interest	\$100,000,000	\$0	\$0	\$0	\$0
<b>Total Amount Received</b>	\$100,000,000	\$0	\$0	\$0	\$0

## Cash Flow Assumptions

<b>Cash Inflow</b>	
% of Sales on Credit	50%
Avg Collection Period (Days)	15
<b>Cash Outflow</b>	
% of Purchases on Credit	50%
Avg Payment Delay (Days)	30
<b>Inventory</b>	
Months to Keep on Hand	0
Minimum Inventory Purchase	\$0

# Financial Statements

## Profits

### Profit and Loss Statement

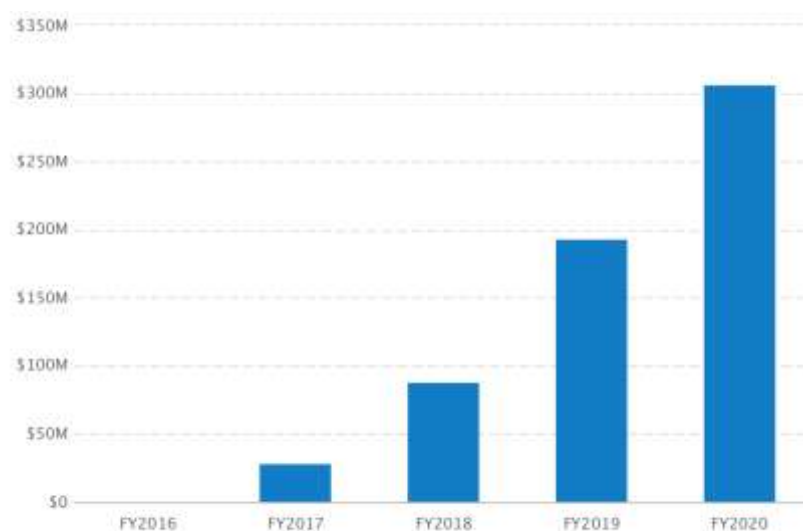
	FY2016	FY2017	FY2018	FY2019	FY2020
Revenue	\$63,448,000	\$159,998,000	\$330,411,000	\$608,746,000	\$915,592,000
Direct Costs	\$32,926,000	\$70,775,000	\$131,910,000	\$229,909,000	\$336,827,000
Gross Margin	\$30,522,000	\$89,223,000	\$198,501,000	\$378,837,000	\$578,765,000
Gross Margin %	48%	56%	60%	62%	63%
Operating Expenses					
Salary	\$5,900,000	\$12,950,000	\$17,754,000	\$22,855,000	\$29,077,950
Employee Related Expenses	\$295,000	\$647,500	\$887,700	\$1,142,750	\$1,453,898
Overhead	\$18,464,000	\$32,974,000	\$62,526,000	\$105,943,000	\$156,475,000
Total Operating Expenses	\$24,659,000	\$46,571,500	\$81,167,700	\$129,940,750	\$187,006,848
Operating Income	\$5,863,000	\$42,651,500	\$117,333,300	\$248,896,250	\$391,758,152
Interest Incurred	\$5,447,032	\$6,281,158	\$6,655,309	\$7,051,743	\$7,471,794
Depreciation and Amortization	\$133,333	\$233,334	\$316,666	\$352,781	\$491,662
Income Taxes	\$56,527	\$7,227,402	\$22,072,265	\$48,298,345	\$76,758,939
Total Expenses	\$63,221,892	\$131,088,394	\$242,121,940	\$415,552,619	\$608,556,243
Net Profit	\$226,108	\$28,909,606	\$88,289,060	\$193,193,381	\$307,035,757
Net Profit / Sales	0%	18%	27%	32%	34%

---

## Financial Highlights by Year



## Net Profit (or Loss) by Year



## About the Profit and Loss Statement

This pro-forma profit and loss statement is a projection of a company's net income for a period of time in the future. This information includes the Company's projections for future revenue, expenses, and income. Projecting pro-forma profit

---

and loss is important for a company in that it allows it to budget for the upcoming period of time and see where adjustments have to be made in their operations.

Company issues the pro-forma financial statement in addition to generally accepted accounting principles (GAAP) - adjusted statements as a way to provide Investors with a better understanding of operating results. This pro-forma financial statement takes out one-time charges to smooth earnings.

These pro-forma earnings describe a financial statement that has hypothetical amounts, or estimates, built into the data to give "picture" of Company's profits. Pro-forma earnings are not computed using standard GAAP and leave out one-time expenses that are not part of normal company operations, such as restructuring costs following a merger. Such an expense can be rightfully viewed as a one-time item that does not contribute to the company's representative valuation.

GAAP enforces strict guidelines that companies must follow when reporting earnings, but pro-forma figures are better thought of as "hypothetical," computed according to the estimated relevance of certain events and conditions experienced by the company. Basically, Company uses its own discretion in calculating pro-forma earnings, including or excluding items depending on what they feel accurately represents the company's true performance.

These pro-forma figures are supposed to give Investors a clearer view of company operations. For the Company, pro-forma earnings provide a much more accurate view of its financial performance and outlook because of the nature of its businesses.

This pro-forma financial statement can also be used by corporate managers and Investment banks to assess the operating prospects for their own businesses in the future and to assist in the valuation of potential takeovers. They are useful tools to help identify the Company's core value drivers and analyze changing trends within company operations.

## Balance Sheet

	FY2016	FY2017	FY2018	FY2019	FY2020
Cash	\$101,863,000	\$141,457,973	\$249,063,872	\$483,189,268	\$824,844,227
Accounts Receivable	\$0	\$0	(\$1)	\$15,345,469	\$23,080,538
<b>Total Current Assets</b>	<b>\$101,863,000</b>	<b>\$141,457,973</b>	<b>\$249,063,871</b>	<b>\$498,534,737</b>	<b>\$847,924,765</b>
Long-Term Assets	\$4,000,000	\$7,000,000	\$9,500,000	\$11,500,000	\$17,500,000
Accumulated Depreciation	(\$133,333)	(\$366,667)	(\$683,333)	(\$1,036,114)	(\$1,527,776)
<b>Total Long-Term Assets</b>	<b>\$3,866,667</b>	<b>\$6,633,333</b>	<b>\$8,816,667</b>	<b>\$10,463,886</b>	<b>\$15,972,224</b>
<b>Total Assets</b>	<b>\$105,729,667</b>	<b>\$148,091,306</b>	<b>\$257,880,538</b>	<b>\$508,998,623</b>	<b>\$863,896,989</b>
Accounts Payable	\$0	\$0	\$0	\$13,993,826	\$20,554,242
Income Taxes Payable	\$56,527	\$7,227,402	\$22,072,265	\$48,298,345	\$76,758,939
Sales Taxes Payable	\$0	\$0	\$0	\$10,653,055	\$16,022,860
<b>Total Current Liabilities</b>	<b>\$56,527</b>	<b>\$7,227,402</b>	<b>\$22,072,265</b>	<b>\$72,945,226</b>	<b>\$113,336,041</b>
Long-Term Debt	\$105,447,032	\$111,728,190	\$118,383,499	\$125,435,242	\$132,907,036
<b>Total Liabilities</b>	<b>\$105,503,559</b>	<b>\$118,955,592</b>	<b>\$140,455,764</b>	<b>\$198,380,468</b>	<b>\$246,243,077</b>
Retained Earnings		\$226,108	\$29,135,714	\$117,424,774	\$310,618,155
Earnings	\$226,108	\$28,909,606	\$88,289,060	\$193,193,381	\$307,035,757
<b>Total Owner's Equity</b>	<b>\$226,108</b>	<b>\$29,135,714</b>	<b>\$117,424,774</b>	<b>\$310,618,155</b>	<b>\$617,653,912</b>
<b>Total Liabilities &amp; Equity</b>	<b>\$105,729,667</b>	<b>\$148,091,306</b>	<b>\$257,880,538</b>	<b>\$508,998,623</b>	<b>\$863,896,989</b>



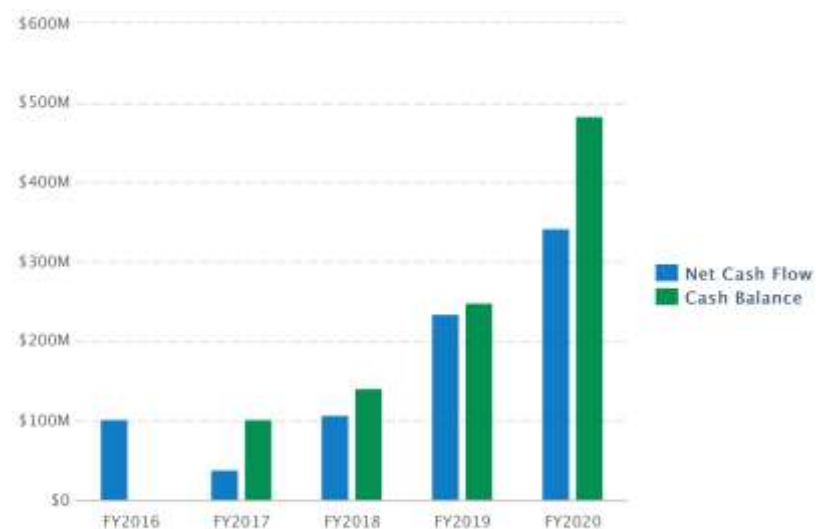
# Cash Flow Statement

	FY2016	FY2017	FY2018	FY2019	FY2020
<b>Net Cash Flow from Operations</b>					
Net Profit	\$226,108	\$28,909,606	\$88,289,060	\$193,193,381	\$307,035,757
Depreciation and Amortization	\$133,333	\$233,334	\$316,666	\$352,781	\$491,662
Change in Accounts Receivable	\$0	\$0	\$1	(\$15,345,470)	(\$7,735,069)
Change in Accounts Payable	\$0	\$0	\$0	\$13,993,826	\$6,560,416
Change in Income Tax Payable	\$56,527	\$7,170,875	\$14,844,863	\$26,226,080	\$28,460,594
Change in Sales Tax Payable	\$0	\$0	\$0	\$10,653,055	\$5,369,805
<b>Net Cash Flow from Operations</b>	<b>\$415,968</b>	<b>\$36,313,815</b>	<b>\$103,450,590</b>	<b>\$229,073,653</b>	<b>\$340,183,165</b>
<b>Investing &amp; Financing</b>					
Assets Purchased or Sold	(\$4,000,000)	(\$3,000,000)	(\$2,500,000)	(\$2,000,000)	(\$6,000,000)
Change in Long-Term Debt	\$105,447,032	\$6,281,158	\$6,655,309	\$7,051,743	\$7,471,794
<b>Net Cash Flow from Investing &amp; Financing</b>	<b>\$101,447,032</b>	<b>\$3,281,158</b>	<b>\$4,155,309</b>	<b>\$5,051,743</b>	<b>\$1,471,794</b>
Cash at Beginning of Period	\$0	\$101,863,000	\$141,457,973	\$249,063,872	\$483,189,268
Net Change in Cash	\$101,863,000	\$39,594,973	\$107,605,899	\$234,125,396	\$341,654,959
<b>Cash at End of Period</b>	<b>\$101,863,000</b>	<b>\$141,457,973</b>	<b>\$249,063,872</b>	<b>\$483,189,268</b>	<b>\$824,844,227</b>

## Cash Flow by Month



## Cash Flow by Year



---

## Financial Summary



---

# The Offering

## Private Placement

### Introduction

The Company aims at a Private Placement Offering. This term is used for any type of participations issued by a small or growing company to raise capital. A Private Placement is a direct private offering of securities to a limited number of sophisticated Investors. It is the opposite of a public offering. Investors in privately placed securities include insurance companies, pension funds, mezzanine funds, stock funds and trusts. Securities issued as Private Placements include debt, equity, and hybrid securities. In most countries, Private Placements are exempt from public registration. Since commercial bankers' loan criteria and institutional venture capitalists' Investment criteria are tightening, the Private Placement Offering remains one of the most viable capital formation alternatives available for the Company.

This Private Placement has the advantage of reducing transactional and ongoing costs because of its exemption from many of the extensive registration and reporting requirements. It also enables the Company to structure a more complex and confidential transaction, since those to whom it is offered are typically a small number of sophisticated Investors. In addition, a Private Placement permits more rapid penetration into the capital markets than would a public offering of securities requiring registration with the European regulators.

### Debt Offering

The Company is seeking to raise debt capital from Investors. A "debt" offering is where a company raises debt financing by selling a note instrument to Investors with a set annual rate of return and a maturity date that dictates when the funds will be paid back to Investors in full. A debt offering functions much like a business loan except instead of a bank providing the financing it is a group of Investors lending funds to a company.

---

The *holder* of the participation is the lender (creditor), the *issuer* of the debt capital is the borrower (debtor), and the *coupon* is the interest. Debt capital, such as bonds, provides the borrower with external funds to finance long-term Investments, or, in the case of government bonds, to finance current expenditure. Certificates of deposit (CDs) or short term commercial paper are considered to be money market instruments and not bonds: the main difference is in the length of the term of the instrument.

## **Procedure**

### **Pre-Offering structuring**

The very first step in this Offering is the pre-offering structuring, whereby the Company sets the Offering structure as here above described.

### **Advertisement actions**

In order to achieve the Offerings 'objectives the Company shall undertake or get involved into only those Advertisement actions that are meant for a limited number of potential highly qualified Investors. The Company shall not get involved in any kind of Advertisement activities which could imply or could be qualified as Public offering as defined hereby in this Memorandum. The Company shall never offer Securities of the Company or Debt Investment pursuant to this Private Placement, to the general public. All Advertisement activities shall be limited in accordance with the conditions set forth in the provisions of this Private Placement Memorandum. The Memorandum shall therefore never be qualified as Prospectus.

### **Invitation to apply**

If the potential Investor gets interested in the Offering as presented by the Company and if the potential Investor does not belong to the group of the Restricted Persons or is not a resident of the Restricted Jurisdiction, he/she/it shall get access to this Memorandum. Every potential Investor should read Instructions, Notices, and Disclaimers and furthermore deal with this Memorandum in its entirety in accordance with its provisions.

---

Each potential Investor that have been invited to apply should express he's/she's/its consent with the contents and the terms of the Memorandum by signing the form entitled "Confirmation of Understanding and Acceptance of all terms and disclaimers of the Memorandum". The signed above mentioned form should be returned to the Company, within 1 day of the date of receiving of the form. Neither this forms nor the Memorandum may be ceded, renounced or assigned in favor or anyone else by the Investor to whom it is addressed.

### **Intent of interest**

Potential Investors may not place buy orders for the security and/or make debt investment, based solely on this Private Placement Memorandum. If the Investor has interest in making the Investment, Investor shall express an Indication of interest in the Offering in writing. The Indication of interest should be signed by the Investor and sent to the Company. By signing the Indication of Interest, the Investor agrees to the terms and conditions of the Loan Agreement/Securities Purchase Agreement.

The Company shall accept the Indication of interest if the Company received it in the period starting with the Opening date of the Offering and the last date for exception shall be the Closing date of the Offering. No late applications will be accepted.

### **Acceptance of Indication of interest by the Company**

Within 30 days of the Closing date the Company shall inform the Investors in writing if the Indications of interest are accepted by the Company (allotment). In the case that the Indication of Interest is accepted and signed by the Company, it is by means of signing it by the Company converted into Loan agreement/Securities purchase agreement for purchasing of securities ("Investment"), available upon request. The accepted Investor is obliged to complete the full payment of the Loan and/or for the purchase price of the offered securities within 10 days of the date of acceptance.

The Company will provide all accepted Investors with a detailed written statement of the application of the proceeds of the Offering within six (6) months after the

---

Closing date and with annual current balance sheets and income statements thereafter.

### **Irrevocability of the Intention of interest**

The Intention of interest application forms are irrevocable and may not be withdrawn once received by the Company.

### **Reservation of rights**

The Management reserves the right to accept or refuse any subscription for securities/ debt investment and any Intention of intent in whole or in part, or to abate any or all here mentioned application(s) (whether or not received timeously) in such manner as they may, in their sole and absolute discretion, determine. Withdrawal, refusal and/or cancellation of the Offering and/or Intention of interest are permitted without any notice by the Company. The Company reserves the right to accept or reject, either in whole or in part, any Private Placement Intention of interest should the terms contained in this Private Placement Memorandum and the instructions above not be properly complied with.

All potential Investors consent to reasonable inquiries made by the Company and its representatives to assist in verifying that they meet the suitability requirements applicable to this Offering. The Company will within 30 days from the Closing date notify each Investor of its acceptance or rejection of an Intention of interest hereunder. If the Company received any money from the rejected Investor, the Company will promptly return the full purchase price for any portion of a subscription that is rejected.

---

# Key Conditions and Terms of the Offering

## Key conditions and terms of the Investment

The following is a summary of the principal terms with respect to a proposed transaction. Such summary of terms is intended solely as a basis for further discussions and is not intended to be and does not constitute a legally binding obligation. A legally binding obligation will only be made pursuant to mutually acceptable definitive Investment agreements executed by the parties. In the event of any inconsistency between this summary and the definitive Investment agreements, the Investment agreements will govern.

The key conditions and terms of the Investment as set forth in the Loan Agreement shall be agreed upon by the Investor and the Company. These conditions may include:

- The interest rate
- Maturity date of the principal amount shall be
- Maturity date of the due interest amounts shall be
- Timing of interest payments
- Method of interest calculations
- Convertibility
- Pledge conditions
- Representations and warranties
- Covenants and indemnity
- Termination
- Redemption
- Rights and obligations of parties
- Default
- Governing law and jurisdiction



---

## **Other terms and conditions of the Loan Agreement**

The Loan will be subordinated in right of payment to the prior payment in full of any and all of the Company's current and future indebtedness to banks, commercial finance lenders or other financial institutions regularly engaged in the business of lending money.

## **General terms of the Investment**

All financial Investments that are approved and issued under this Private Placement Memorandum and at any time outstanding shall in all respects be equally and ratably, secured hereby, without preference, priority, or distinction on account of the date or dates or the actual time or times of the issuance or maturity of the participations, so that all participations at any time issued and outstanding hereunder shall have the same right, lien, preference hereunder, and shall all be equally and ratably secured hereby.

The debt investment shall be subject to redemption prior to maturity at such times, to the extent and in the manner provided in the Loan Agreement. Additional debt investments shall be subject to redemption prior to maturity at such times, to the extent and in the manner provided in the supplement authorizing such additional debt investments.

The principal amounts maturing after (date) next are subject to redemption at the option of the Company prior to maturity on and after (date), in whole or in part at anytime by payment of the principal amount plus interest accrued to the date fixed for redemption. The Investor shall not be entitled to premium value. The Investor shall not be entitled to demand the repayment of the principal amount prior to maturity date.

Subject to the provisions of the Loan Agreement/Share Purchase Agreement and to the Company's financial possibilities, the Company shall respect all its financial obligations to the Investor.

---

## Other Terms of the Offering

**Investors.** The Company does not publicly offer or solicit Investors in the general public. The participations will be offered only to professional Investors who will be required to represent (i) that they meet certain financial requirements, and (ii) that they have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the prospective Investment, with a limit of 25 Investors (iii) that they are Investors as permitted to participate in this Private placing according to the terms of this Memorandum as set forth hereof.

The Private Placement Investment may not be applied for in the name of a minor, deceased estate or partnership. Executors, trustees and individual partners may apply for the Private Placement Investment in their own name or through nominee companies.

**Representations and Warranties.** The Company represents and warrants for the benefit of the Investor that:

1. There are no options, rights, other warrants or other agreements by the Company entitling any person to purchase or otherwise acquire outstanding securities convertible or exchangeable into any capital stock or other securities of the Company, aside from those described herein. However, this fact in no way shall preclude the Company from issuing any of the aforementioned securities or other similar securities, including equity instruments, to capitalize the Company as Management sees fit.
2. If applicable (only for issuing of the securities): All Company's actions required to be taken by the Company prior to the issuance and sale of the securities to Investors have been taken. The securities, when sold, issued and delivered in accordance with the terms of the Securities Purchase Agreement, for the consideration expressed in that Agreement, will be duly authorized, validly issued, fully paid and non-assessable. None of the securities are subject to pre-emptive rights of any participation-holder of the Company.
3. The Company is duly organized, validly existing and in good standing as a domestic Corporation in accordance with related laws, acts, regulations and

---

other rules governing business in the country of its domicile. The Company is further governed by the Statutes of the Company and the Articles of Association of the Company, which are available upon request.

4. The Company is not in violation of any terms or provisions of any of its charter documents including its Articles of Association and the Statutes; of any material term or provision of any agreement, mortgage, deed of trust, note agreement, lease or other agreement or instrument to which it is a party or by which it is or may be bound or to which any of its assets, property or business is or may be subject; of any material term of any indebtedness; or of any statute or any judgment, decree, order, rule or regulation of any court, regulatory body or administrative agency or other federal, state or other government body, domestic or foreign, having jurisdiction over its assets, property or business, which violation or violations, either in any case or in the aggregate, might result in any material adverse change, financial or otherwise, in its assets, properties, condition, business, earnings, or prospects; and the delivery of this Memorandum, the consummation by the Company of the transactions contemplated in it and compliance by the Company with the terms of the Investments documents, will not result in any of these violations.
5. The financial requirements and projections of the Company set forth in this Memorandum are based on the Management's best estimates regarding the Company and its business plans.
6. The Company has filed all national, local and foreign tax returns which are required to be filed or has requested extensions and has paid all taxes due.
7. There are no facts presently existing or events which have occurred which constitute a material financial liability of the Company, not disclosed herein or in the exhibits hereto.

**Capitalization plan.** Management may authorize an Initial Public Offering in the near future to capitalize on the favorable climate for natural and organic foods companies stock.

**Escrow Account.** Currently there is no need to establish an escrow account or escrow agent.

---

**Registrar & Transfer Agent.** The Company shall act as the registrar and transfer agent to save on costs associated with those services. However, the Company may appoint one or more transfer agents and registrars to act in its place where numerous securities may be presented for registration of transfer or exchange. The Company and any registrar or transfer agent may deem and treat the person in whose name any of the securities shall be registered upon the books of the Company as the absolute owner for the purpose of receiving notices of any nature and payment of or on account of the dividends or other distributions and for all other purposes; and neither the Company nor the paying agent nor any registrar or transfer agent shall be affected by any notice to the contrary. All such payments and notices so made to any registered holder or upon his/her or its order shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for notices owed or moneys paid upon any such distribution.

**Expenses.** Proceeds to the Company are computed before deducting expenses of this Offering, including legal fees, consulting fees, promotional and marketing expenses associated with this offering, and other offering expenses, which will be paid by the Company out of the proceeds of this Offering.

**Private Placement.** This Private Placement is governed by the relevant Dutch and Luxembourg laws and the relevant European Union laws and regulations.

**Prior Offerings.** There has been no other prior execution of a securities offering for this Company.

**Documents Incorporated by Reference.** All of the information contained in this Memorandum is hereby incorporated herein by reference. This Memorandum contains summaries of certain documents believed to be accurate but reference must be made to the actual documents for complete information concerning the rights and obligations of the parties thereto. Copies of such documents are made available at the main office of the Company. All such summaries are qualified in their entirety by reference to the actual and complete documents. Specific documents relating to this Investment might be made available to the prospective Investors and their advisors or purchaser representatives upon written request received by the Company's

---

Management. The documents available for inspection to each potential Investor are listed here bellow.

**Books and records of the Company.** The Company might make available to any accepted Investor or their designated representative the right to inspect the books and records of the Company at any reasonable time for proper purposes, upon written request to the Company. The documents available for inspection to each potential Investor are listed here below.

**List of Investors.** The Company agrees to maintain at its offices a list of the names and addresses of all accepted Investors, which shall be available to any accepted Investor or their designated representative.

---

# Additional Material Information

## Taxation of Investors

Prospective Investors should ascertain from their professional advisors the consequences to them of acquiring, holding, redeeming, transferring or selling participations under the relevant laws of the jurisdictions to which they are subject, including the tax consequences and any exchange control requirements. These consequences will vary with the law and practice of a Bondholder's country of citizenship, residence, domicile or incorporation and with his personal circumstances. Prospective Investors also should bear in mind that levels and bases of taxation may change.

The Council of the European Union adopted, on 3 June 2003, the Council Directive 2003/48/EC on the taxation of savings income. Under this Directive, Member States of the European Union ("Member States") will be required to provide tax authorities of another Member State with details of payments of interest or other similar income paid by a paying agent within its jurisdiction to an individual resident in that other Member State, subject to the right of certain Member States (Austria, Belgium and Luxembourg) to opt instead for a withholding tax system for a transitional period in relation to such payments.

## VAT

As a result of its activities and in light of European case law, the Company should be considered an "entrepreneur" for value-added tax purposes. As a result of this characterization, certain services rendered by foreign service providers to the Company may be deemed to be located on national territory. This may lead to a reverse charge mechanism at applicable rates at the time the taxable service will have been provided, depending on the nature of the services.

---

## Final information

### Commissions paid or payable

The Company has not paid any commission or consideration in respect of underwriting other than in the normal course of business during the three years preceding the date of this Private Placement Memorandum. Since incorporation no commission, discount, brokerage or other special terms have been granted by the Company in connection with the issue or sale of any securities in the Company. The Company has made payments (information available upon request) to third parties in respect of managerial, secretarial and technical fees since incorporation up to the date of the Memorandum as per the audited financial statements.

### Advisers' and the Management interest

None of the advisers and the directors of the Company in their capacity as such, whose names are set out on the inside cover of this Private Placement Memorandum, has any conflict of interest with the Company in respect to this Private Placement Memorandum, at the date of the Memorandum.

### Preliminary expenses in relation to this Private Placement (and issue expenses)

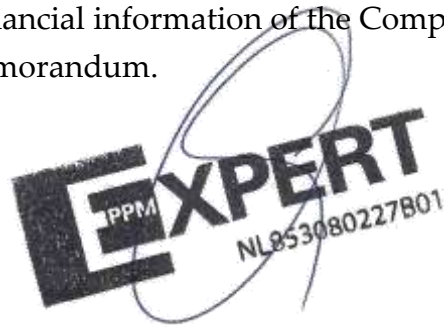
Information regarding the preliminary expenses and issue expenses that are expected or have been provided for in connection with the Private Placement is available upon request.

### Documents available for inspection

Copies of the following documents will be available for inspection and obtainable free of charge at the Company's registered offices at any time during normal business hours from 8h30 to 17h00 from the date of this Private Placement Memorandum:

1. the statutes and articles of association of the Company;
2. the agreements and other documents specified above;

- 
3. the recent audited consolidated annual financial statements of the Company;
  4. quarterly consolidated recent financial statements of the Company;
  5. the audit reports on the historical financial information of the Company;
  6. a copy of this Private Placement Memorandum.





---

# Winnett Perico Inc.

## Subscription Agreement

THIS SUBSCRIPTION AGREEMENT (this “**Agreement**”) is entered into by and between the undersigned Company, (the “**Company**”), and the undersigned Subscriber in the Company (“**Subscriber**”) as of the undersigned date.

WHEREAS, the Company has been formed as a U.S. Incorporation;

WHEREAS the Operating Agreement of the Company defines each Member and Manager's rights, powers and entitlements, including capital accounts, membership interest, distributions of profit, allocated tax responsibility and provisions for critical items and rules that run the company;

WHEREAS, Subscriber has read and understood the Private Placement Memorandum of Company and wishes to purchase from the Company, and the Company wishes to issue to Subscriber, a membership interest in the Company in the form of a number of units, each represented by a capital commitment in the aggregate amount;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

### **1. Subscription for Participation Units.**

1.1 Agreement to Sell and Purchase. Subscriber hereby agrees to purchase from the Company, and the Company hereby agrees to issue and sell to Subscriber, subject to Section 2.2 (Rejection of Subscription) of this Agreement, the number of Units set forth below Subscriber’s signature on the signature page hereto (the “**Purchased Units**”), all subject to the terms and conditions set forth in this Agreement.

1.2 Consideration. In consideration of the issuance and sale of the Purchased Units, Subscriber agrees to make (a) an Initial Capital Contribution to the Company in the manner set forth in the Operating Agreement (the terms of which provision are incorporated herein by reference) and (b) a commitment to make additional capital contributions to the Company as described in the Operating Agreement.

---

## **2. Closing.**

2.1 Closing Date. The Closing of the purchase and sale of the Units shall occur at a time, date, and place designated by the Company; provided, however, that in no event shall the Closing occur more than 30 days after the execution of this Agreement.

2.2 Rejection of Subscription. At or before the Closing, the Company may, in its sole discretion and for any reason, elect not to accept the subscription of Subscriber, in whole or in part. If the Company rejects such subscription, the Company shall refund to Subscriber all funds submitted by Subscriber to the Company in connection with such rejected subscription.

2.3 Default. If Subscriber fails to perform his obligations hereunder within five days after receipt of notice by the Company to Subscriber of such failure, the Company may, at its sole option: (a) if such failure occurs prior to the Closing, refuse to issue the Purchased Units to Subscriber; or (b) if such failure occurs after the Closing, result in the reversion of all rights, title and interest in the Units to the Company and a rescission of the transactions contemplated hereby.

2.4 Failure of Closing to Occur. The Company shall have no liability to Subscriber for (a) the failure of the Closing to occur or (b) its failure to issue the Purchased Units to Subscriber.

2.5 Obligations of Subscriber. At the Closing, Subscriber shall execute the Operating Agreement and such other documents as are deemed by the Company to be appropriate, advisable or necessary to consummate the transactions contemplated hereby and thereby.

2.6 Subscription Irrevocable. Except as provided under applicable national securities laws, this subscription is and shall be irrevocable on the part of Subscriber.

## **3. Representation and Warranties of Subscriber.**

Subscriber hereby represents and warrants to the Company as follows:

3.1 No Conflicts. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated hereby will not, violate any terms of any material contractual restriction or commitment of any kind or character to which Subscriber is a party or by which Subscriber is bound.

---

3.2 Risk of Loss. Subscriber is able to bear the substantial economic risks of an investment in the Company and to sustain a complete loss of such investment. Subscriber recognizes that the acquisition of the Purchased Units involves a high degree of risk. Subscriber is cognizant of and understands all of the risks related to the purchase of the Units, including those set forth in Section 3.7 (Restrictions on Transfer) of this Agreement pertaining to transferability. Subscriber has adequate net worth and means of providing for his current needs and possible personal contingencies and has no need for liquidity in this investment. Subscriber's commitment to investments which are not readily marketable is not disproportionate to his net worth and his acquisition of the Purchased Units will not cause his overall commitment to such investments to become excessive.

3.3 Access. Subscriber acknowledges that all documents, records and books pertaining to this investment have been made available for inspection by him, his counsel, and his accountants. Counsel and accountants for Subscriber, and Subscriber himself, have had the opportunity to obtain any additional information necessary to verify the accuracy of the contents of the documents presented to them, and to confer with and to ask questions of, and receive answers from, representatives of the Company or persons authorized to act on its behalf concerning the terms and conditions of this investment and any additional information requested by Subscriber or his representatives. In evaluating the suitability of this investment in the Company, Subscriber has not relied upon any representations or other information (whether oral or written) other than as set forth in any documents or answers to questions furnished by the Company. Subscriber is making this investment without being furnished any offering literature other than the documents or answers to questions described above.

3.4 Investment Intent. The Purchased Units are being acquired by Subscriber for the account of Subscriber, for investment purposes only, and not with a view to, or in connection with, any resale or distribution thereof. Subscriber has no contract, undertaking, understanding, agreement or arrangement, formal or informal with any person or entity to sell, transfer or pledge to any person or entity all or any part of the Purchased Units, any interest therein or any rights thereto, and Subscriber has no present plans to enter into any such contract, undertaking, agreement or arrangement.

3.5 Reliance on Representations. Subscriber understands that no governmental agency has passed on or made any recommendation or endorsement of the Units. Subscriber further understands that the Company, in offering the Purchased Units for sale to Subscriber, is relying on the truth and accuracy of the representations, declarations, and warranties made by Subscriber herein and in the investor

---

suitability questionnaire completed, executed and delivered by Subscriber to the Company contemporaneously herewith.

3.6 No Registration. Subscriber acknowledges that, because the Units have not been registered under the *the applicable national securities laws.*, and because the Company has no obligation to effect such registration, Subscriber shall continue to bear the economic risk of his investment in the Purchased Units for an indefinite period.

3.7 Restrictions on Transfer. Subscriber agrees that he will not sell or otherwise transfer the Purchased Units other than in accordance with the terms and conditions of the Operating Agreement. It is understood that the Units cannot be liquidated easily, that no public or other market exists for the Units, and that no such market is expected to develop. Subscriber is aware that, because the Purchased Units have not been registered under the applicable national securities laws, any resale inconsistent with the applicable national securities laws may create liability on Subscriber's part or the part of the Company, and agrees not to assign, sell, pledge, transfer or otherwise dispose of the Units unless they are registered under the applicable national securities laws, or an opinion of counsel satisfactory to the Company is given to the Company that such registration is not required. Subscriber is aware that the Company will impress on the back of any certificate representing Units a legend substantially as follows:

- *These Participation Units have not been registered under the applicable national securities laws. They may not be offered or transferred by sale, assignment, pledge or otherwise unless (i) a registration statement for the Participation Units under the applicable national securities laws is in effect or (ii) the Company has received an opinion of counsel satisfactory to the Company to the effect that such registration is not required.*

3.8 Sophistication. Subscriber possesses a sufficient degree of sophistication, knowledge, and experience in financial and business matters such that he is capable of evaluating the merits and risks of acquiring the Purchased Units.

3.9 No Oral Representations. No person representing the Company or purporting to do so has made any oral representation or warranty to Subscriber which is inconsistent with the information provided in writing to him. Subscriber agrees that he has not relied and shall not rely on any such representation or warranty in connection with any decision to acquire the Purchased Units.

---

3.10 Execution on Behalf of Certain Entities. If this Agreement is executed on behalf of a financial partnership, trust, corporation or other entity, the undersigned has been duly authorized to execute and deliver this Agreement and all other documents and instruments (if any) executed and delivered on behalf of such entity in connection with this subscription for the Purchased Units.

3.11 Indemnification. Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties contained in this Agreement, and hereby agrees to indemnify and hold harmless the Company and any affiliate of the Company, and the officers, members, managers, associates, agents and employees of the Company and their affiliates, and any professional advisers to any of the above parties, from and against any and all loss, damage or liability (including costs and reasonable attorneys' fees) due to or arising out of a breach of any representation, warranty or acknowledgement of Subscriber or failure to fulfill any obligation of Subscriber, whether contained in this Agreement or in any other document completed as part of the sale of the Purchased Units to Subscriber, or arising out of the sale or distribution by Subscriber of any securities in violation of the applicable national securities laws. Notwithstanding any of the representations, warranties, acknowledgements or agreements made herein by Subscriber, Subscriber does not hereby or in any other manner waive any rights granted to him under national securities laws.

3.12 Subject to Operating Agreement. The Units subscribed for herein shall at all times be subject to the terms of the Operating Agreement.

3.13 Confidentiality. Subscriber hereby agrees, on behalf of himself and his designated representative, if any, to keep confidential at all times any nonpublic information which such persons may acquire concerning the Company pursuant to this Agreement or otherwise. Nothing in this Section 3.14 (Confidentiality) shall be construed to impose a confidentiality obligation on such persons in connection with (a) any information already possessed by such persons which such persons acquired from sources other than the Company, or (b) any matter which is at the date of this Agreement, or thereafter becomes, public knowledge through no act or failure to act by the undersigned or designated representatives of Subscriber.

3.14 Survival. The foregoing representations and warranties of Subscriber shall survive the Closing. Subscriber represents and warrants that the representations, warranties and acknowledgements set forth above are true and accurate as of the date hereof and as of the Closing. If in any respect such

---

representations and warranties shall not be true prior to the Closing, the undersigned will give prompt written notice of such fact to the Company.

#### **4. General.**

4.1 Governing Law. This Agreement will be construed in accordance with and governed by the laws of U.S.A., without giving effect to conflict of law principles.

4.2 Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights or obligations under or by reason of this Agreement, except as expressly provided in this Agreement.

4.3 Notices. All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, fax or e-mail to:

If to the Company:

This section should be filled out with Company's address and contact information.

**Winnett Perico, Inc.**

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Attention: \_\_\_\_\_

with a copy to: \_\_\_\_\_

---

This section should be filled out with attorney or another party's address for sending notices.

If to the Subscriber:

This section should be filled out with Subscriber's address and contact information.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Attention: \_\_\_\_\_

Each party may furnish an address substituting for the address given above by giving notice to the other parties in the manner prescribed by this Section 4.3. All notices and other communications will be deemed to have been given upon actual receipt by (or tender to and rejection by) the intended recipient or any other person at the specified address of the intended recipient.

4.4 Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

4.5 Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (e) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

---

4.6 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understanding other than this Agreement relating to the subject matter hereof.

4.7 Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

4.8 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.



---

IN WITNESS WHEREOF, the undersigned have executed this Subscription Agreement as of the date first written above.

COMPANY:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_

SUBSCRIBER:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Number of Units: \_\_\_\_\_

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Thursday, December 3, 2015 3:05 PM  
**To:** Andy Altahawi; Adam Tracy  
**Cc:** Paul Smith  
**Subject:** \$100MM Debt PPM  
**Attachments:** PPM Winnett Perico.docx; WP Promissory Note Convertible Debt.docx; WP-Note (convertible debt).docx

Andy, Adam - The Company is simultaneously raising \$100 million in a Reg S debt private placement. Interest at 5.8%, paid annually, matures December 31,2030. Copies of the PPM and related note and note purchase agreement are attached. The I-banker handling this raise estimates the timeframe at 3 to 9 months. The PPM allows up to one year to raise the funds.

Regards,  
Dennis

Dennis Brewer

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

*Organic Fresh Food Specialists*

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Saturday, December 5, 2015 7:51 AM  
**To:** Ankit Jain; Dennis Brewer; Andy Altafawi; Adam Tracy  
**Cc:** Paul Smith  
**Subject:** RE: F/S Incl Notes  
**Attachments:** WP Financial Statement INCL Notes for 083115 151205.docx

Here are revised format financial statements. Someone else will have to make the other changes as I lack the technical expertise to do so.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

**From:** [REDACTED]  
**To:** [REDACTED] [REDACTED] [REDACTED]  
**CC:** [REDACTED]  
**Subject:** RE: F/S Incl Notes  
**Date:** Sat, 5 Dec 2015 13:39:40 +0530

Dear Andy

Can you please help dennis to prepre notes and statements as per the standard requirements. Following are my few observations:

- Please make the Balance sheet and P & L in horizontal format.
- Please show the calculation of Deferred Tax in notes to accounts.
- Please show the earning/loss per shares on the basis of weighted average no of shares outstanding
- Show the related party transaction and subsequent and notes to accounts.

Thanks and Regards,

**Ankit Jain** | M [+91 98106 61322](tel:+919810661322) | O [+91 11 4559 6689](tel:+911145596689) | E [REDACTED]



**AJSH & Co., Chartered Accountants, New Delhi, INDIA** | W [www.ajsh.in](http://www.ajsh.in)

**An ISO 9001:2008 Organization**

**Registered with PCAOB, United States of America**

**Member firm of TIAG®, A Worldwide Alliance Of Independent Accounting Firms**

CONFIDENTIALITY NOTICE: This message, as well as existing attached files, is confidential and intended exclusively for the individual(s) named as addressees. If you are not the intended recipient, you are kindly requested not to make any use whatsoever of its contents and to proceed to the destruction of the message, thereby notifying the sender.

DISCLAIMER: The sender of this message can not ensure the security of its electronic transmission and consequently does not accept liability for any fact which may interfere with the integrity of its content

---

**From:** Dennis Brewer [mailto: [REDACTED]]  
**Sent:** Friday, December 04, 2015 2:14 AM  
**To:** Andy Altahawi; Ankit Jain; Adam Tracy  
**Cc:** Paul Smith  
**Subject:** F/S Incl Notes

2015 Financials including Notes.

Regards,  
Dennis

Dennis Brewer



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

*Organic Fresh Food Specialists*

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Tuesday, December 15, 2015 11:30 PM  
**To:** bno2525  
**Subject:** RE: WELL TESTING

Barry - I am waiting on closing on a \$10 million land for stock swap expected any day now. Then we will borrow \$7 million to finance deposits and operations. Also, the \$100 million debt offering started this past week so proceeds will begin to flow from that sometime soon. And, our \$22 million private placement is getting underway with the filing of the S-1 expected within days. The audit has held us up but is now wrapping up. Bottom line is the deposit will be delivered within days as soon as any of these financings bears fruit.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

Date: Tue, 15 Dec 2015 18:39:03 -0700  
Subject: RE: WELL TESTING  
From: [REDACTED]  
To: [REDACTED]

Hi Dennis

Could you give me an update on the financing and the deposit.

Thanks  
Barry  
Sent from my Sprint Samsung Galaxy® Note 4.

----- Original message -----

From: Dennis Brewer <[REDACTED]>  
Date: 12/8/2015 2:34 PM (GMT-07:00)  
To: bno2525 <[REDACTED]>  
Subject: RE: WELL TESTING

Barry - We were planning on using Willmeng out of Phoenix for the project but if your partner has cold storage experience we would be happy to give him a look. I'll let you know when we have plans to bid and we can go from there. Thanks.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

Date: Tue, 8 Dec 2015 14:18:35 -0700

Subject: RE: WELL TESTING

From: [REDACTED]

To: [REDACTED]

Ok thank you for the update and I will bid on the equipment. And I have one more question have you picked up builder for the cold storage, if not one of my partners would like to bid on it

Sent from my Sprint Samsung Galaxy® Note 4.

----- Original message -----

From: Dennis Brewer <[REDACTED]>

Date: 12/8/2015 1:03 PM (GMT-07:00)

To: bno2525 <[REDACTED]>

Subject: RE: WELL TESTING

Barry - Thanks for checking in. Our \$100 million debt offering got underway yesterday. I have a \$10 million equity investment pending a decision this week. And we are expecting the audit report any day now so we can complete our \$22 million private offering and get our \$12-\$24 million IPO underway with the SEC. So, we may not have funds on the 15th but it will not be but a few days thereafter when we do. I would suggest you take out the ditches and buy the equipment and pipe you need with that in mind.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

Date: Tue, 8 Dec 2015 12:10:48 -0700

Subject: RE: WELL TESTING

From: [REDACTED]

To: [REDACTED]

I have a couple of questions.

We are leveling the sections along lahman Road and there are concrete ditches running north and south and we need to know if we should take them out.

There is an bankruptcy auction sale tomorrow with a lot of pipe and deep well pump equipment in it. It is all new equipment. Would I be safe in buying at this sale, in other words do you still expect to have money by the 15th of December.?

Barry

Sent from my Sprint Samsung Galaxy® Note 4.

----- Original message -----

From: Dennis Brewer <[REDACTED]>  
Date: 12/2/2015 4:03 PM (GMT-07:00)  
To: Barry Oliver <[REDACTED]>  
Subject: RE: WELL TESTING

Barry - Thanks for taking the soil samples. I look forward to learning the results. We are looking at signing the lease and making the deposit mid-month. I just saw the final copy of our \$100 million debt private placement memorandum today and we will use the first funds from that to make the deposit. We also have a \$22 million equity private placement slated to begin but that is being held up by a very slow auditor - we do not have their report yet.

We have quotations for the fencing material we need and will likely order that mid-month and begin fence construction as soon as the materials arrive. We would like to take advantage of some of your equipment and pipe supplies to frame our 40 foot wide by 16 foot high access gates and to put in corner posts. Each mile of fence will have three gates.

We would like to put the housing facility on the same piece of deeded land as the shadehouses, greenhouses, terminal, and shop. That would reduce the number of people we have to transport every day. That of course depends on the size of the parcels, a half section would be an adequate size for such facilities. Water quality is a concern as we are dealing with salt sensitive plants in the tomatoes, cucumbers and peppers we will be growing in the shadehouses and the other vegetable starts we will be growing in our greenhouses.

Regards,  
Dennis

Dennis Brewer



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

*Organic Fresh Food Specialists*

To: [REDACTED]  
From: [REDACTED]  
Subject: RE: WELL TESTING  
Date: Wed, 2 Dec 2015 15:43:38 -0700

Hi Dennis

We have taken a dozen soil samples of the fields along Lahman road and will forward the results to you When we receive them.

I would like to talk to you the next time you come to Arizona about which piece of property should be used For your housing facility. We currently lease 5 pieces of deeded land all in the same general area and we Have an option to purchase 4 of them.

Could you also give me an estimate of when Winnett will be in a position to return a signed copy of the lease And make the deposit, even if it is a partial deposit.

Barry

Sent from [Mail](#) for Windows 10

---

**From:** Dennis Brewer  
**Sent:** Monday, November 30, 2015 11:41 AM  
**To:** Barry Oliver  
**Subject:** RE: WELL TESTING

Barry - A few confirmatory soil samples would be excellent. I do not expect any significant boron issue due to the deep fine texture of the soil but would like to be sure about that. We will be installing a 10 foot deep reservoir (10 million gallons with algae treatment for the salts) in a mutually agreeable spot once we have sampled all the wells. We will construct the first few fences adjacent to the wells that show the lowest TDS and work on the reservoir, piping, and other fences simultaneously to get the full 5,000 acres into production as quickly as possible.

Our \$100 million debt offering starts next week. We are just wrapping up the legal documents so we can begin issuing the 15 year promissory notes. Our \$34 million equity private placement and S-1 (the SEC registration document) are not far behind.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*



---

To: [REDACTED]  
From: [REDACTED]  
Subject: RE: WELL TESTING  
Date: Mon, 30 Nov 2015 11:21:16 -0700

I have no soil sample results. The only sampling we did was on a 160 acre piece of land  
On the corner of 571<sup>st</sup> and HI land and those results showed nothing needed to be done  
To the soil to grow alfalfa.

Based on the deposit coming December 15/2015 , I will start work on revamping and installing  
Deep well pumps suited for vegetables.

Do you want us to take some soil samples and take them to the lab?

Barry

Sent from [Mail](#) for Windows 10

---

**From:** Dennis Brewer  
**Sent:** Wednesday, November 25, 2015 11:46 AM  
**To:** Barry Oliver  
**Subject:** RE: WELL TESTING

Barry - Thanks for the water test results. I have my operations people looking at the results you have sent so far.

Do you have any soil samples you can pass along? Just want to look at boron levels and make sure we do not have a toxicity problem with most vegetables.

We will then decide if we want to do any more sampling. My signature will follow promptly. No further changes to the lease are required.

We will make the deposit mid-month December and begin hauling compost shortly thereafter. Fences will be started by January 2nd and we will plant as soon as fences are up.

Regards,  
Dennis

Dennis Brewer

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

*Organic Fresh Food Specialists*

To: [REDACTED]  
CC: [REDACTED]  
From: [REDACTED]  
Subject: WELL TESTING  
Date: Wed, 25 Nov 2015 10:51:01 -0700  
Hi Dennis

I am forwarding you 2 sets of water tests from 7 wells that are currently running Every day along Lahman road. These wells are on the south side of the acreage That is available first. There are 9 more wells that have had the pumps removed And the new pumps are site but not yet installed . We are waiting for conformation of the lease and design of the pumps capacity and pressure for the vegetable use. The second tests will come later today.

Can you give me an up date on the status of the lease?

Barry

Sent from [Mail](#) for Windows 10

[REDACTED]

---

**From:** Dennis Brewer <[REDACTED]>  
**Sent:** Tuesday, December 22, 2015 1:07 PM  
**To:** bno2525  
**Subject:** RE: WELL TESTING

Hi Barry,

Our S-1 offering statement will be finally be filed with the SEC today, which means our \$22 million private placement will receive serious focus by the broker. We have not received any funds yet from our \$100 million debt offering which started last week or our \$10 million land swap in Arizona which is awaiting the landowner's signature or another pending \$35 million swap in Nevada. We are expecting funds from several of these sources soon but the holidays have slowed our progress, as they always do. Your deposit is at the top of the list of items to be funded, food safety fences are right behind that.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

Date: Tue, 22 Dec 2015 10:42:27 -0700  
Subject: RE: WELL TESTING  
From: [REDACTED]  
To: [REDACTED]

Hi Dennis

Have any of the financing opportunities borne fruit since our last conversation a week ago?  
Is the \$10,000,000 land parcel in Arizona? And did you ever make a deal have Kingman? Barry  
Sent from my Sprint Samsung Galaxy® Note 4.

----- Original message -----

From: Dennis Brewer <[REDACTED]>  
Date: 12/15/2015 9:29 PM (GMT-07:00)  
To: bno2525 <[REDACTED]>  
Subject: RE: WELL TESTING

Barry - I am waiting on closing on a \$10 million land for stock swap expected any day now. Then we will borrow \$7 million to finance deposits and operations. Also, the \$100 million debt offering started this past week so proceeds will begin to flow from that sometime soon. And, our \$22 million private placement is

getting underway with the filing of the S-1 expected within days. The audit has held us up but is now wrapping up. Bottom line is the deposit will be delivered within days as soon as any of these financings bears fruit.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]

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

*Organic Fresh Food Specialists*

---

Date: Tue, 15 Dec 2015 18:39:03 -0700

Subject: RE: WELL TESTING

From: [REDACTED]

To: [REDACTED]

Hi Dennis

Could you give me an update on the financing and the deposit.

Thanks

Barry

Sent from my Sprint Samsung Galaxy® Note 4.

----- Original message -----

From: Dennis Brewer <[REDACTED]>

Date: 12/8/2015 2:34 PM (GMT-07:00)

To: bno2525 <[REDACTED]>

Subject: RE: WELL TESTING

Barry - We were planning on using Willmeng out of Phoenix for the project but if your partner has cold storage experience we would be happy to give him a look. I'll let you know when we have plans to bid and we can go from there. Thanks.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]

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

*Organic Fresh Food Specialists*

---

Date: Tue, 8 Dec 2015 14:18:35 -0700

Subject: RE: WELL TESTING

From: [REDACTED]

To: [REDACTED]

Ok thank you for the update and I will bid on the equipment. And I have one more question have you picked up builder for the cold storage, if not one of my partners would like to bid on it

Sent from my Sprint Samsung Galaxy® Note 4.

----- Original message -----

From: Dennis Brewer <[REDACTED]>

Date: 12/8/2015 1:03 PM (GMT-07:00)

To: bno2525 <[REDACTED]>

Subject: RE: WELL TESTING

Barry - Thanks for checking in. Our \$100 million debt offering got underway yesterday. I have a \$10 million equity investment pending a decision this week. And we are expecting the audit report any day now so we can complete our \$22 million private offering and get our \$12-\$24 million IPO underway with the SEC. So, we may not have funds on the 15th but it will not be but a few days thereafter when we do. I would suggest you take out the ditches and buy the equipment and pipe you need with that in mind.

Regards,  
Dennis

Dennis Brewer

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

*Organic Fresh Food Specialists*

---

Date: Tue, 8 Dec 2015 12:10:48 -0700

Subject: RE: WELL TESTING

From: [REDACTED]

To: [REDACTED]

I have a couple of questions.

We are leveling the sections along lahman Road and there are concrete ditches running north and south and we need to know if we should take them out.

There is an bankruptcy auction sale tomorrow with a lot of pipe and deep well pump equipment in it. It is all new equipment. Would I be safe in buying at this sale, in other words do you still expect to have money by the 15th of December.?

Barry

Sent from my Sprint Samsung Galaxy® Note 4.

----- Original message -----

From: Dennis Brewer <[REDACTED]>  
Date: 12/2/2015 4:03 PM (GMT-07:00)  
To: Barry Oliver <[REDACTED]>  
Subject: RE: WELL TESTING

Barry - Thanks for taking the soil samples. I look forward to learning the results. We are looking at signing the lease and making the deposit mid-month. I just saw the final copy of our \$100 million debt private placement memorandum today and we will use the first funds from that to make the deposit. We also have a \$22 million equity private placement slated to begin but that is being held up by a very slow auditor - we do not have their report yet.

We have quotations for the fencing material we need and will likely order that mid-month and begin fence construction as soon as the materials arrive. We would like to take advantage of some of your equipment and pipe supplies to frame our 40 foot wide by 16 foot high access gates and to put in corner posts. Each mile of fence will have three gates.

We would like to put the housing facility on the same piece of deeded land as the shadehouses, greenhouses, terminal, and shop. That would reduce the number of people we have to transport every day. That of course depends on the size of the parcels, a half section would be an adequate size for such facilities. Water quality is a concern as we are dealing with salt sensitive plants in the tomatoes, cucumbers and peppers we will be growing in the shadehouses and the other vegetable starts we will be growing in our greenhouses.

Regards,  
Dennis

Dennis Brewer  
[REDACTED]  
[www.winnettorganics.com](http://www.winnettorganics.com)  
*Organic Fresh Food Specialists*

---

To: [REDACTED]  
From: [REDACTED]  
Subject: RE: WELL TESTING  
Date: Wed, 2 Dec 2015 15:43:38 -0700

Hi Dennis

We have taken a dozen soil samples of the fields along Lahman road and will forward the results to you When we receive them.

I would like to talk to you the next time you come to Arizona about which piece of property should be used For your housing facility. We currently lease 5 pieces of deeded land all in the same general area and we

Have an option to purchase 4 of them.

Could you also give me an estimate of when Winnett will be in a position to return a signed copy of the lease And make the deposit, even if it is a partial deposit.

Barry

Sent from [Mail](#) for Windows 10

---

**From:** Dennis Brewer

**Sent:** Monday, November 30, 2015 11:41 AM

**To:** Barry Oliver

**Subject:** RE: WELL TESTING

Barry - A few confirmatory soil samples would be excellent. I do not expect any significant boron issue due to the deep fine texture of the soil but would like to be sure about that. We will be installing a 10 foot deep reservoir (10 million gallons with algae treatment for the salts) in a mutually agreeable spot once we have sampled all the wells. We will construct the first few fences adjacent to the wells that show the lowest TDS and work on the reservoir, piping, and other fences simultaneously to get the full 5,000 acres into production as quickly as possible.

Our \$100 million debt offering starts next week. We are just wrapping up the legal documents so we can begin issuing the 15 year promissory notes. Our \$34 million equity private placement and S-1 (the SEC registration document) are not far behind.

Regards,  
Dennis

Dennis Brewer

[REDACTED] [REDACTED]

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

*Organic Fresh Food Specialists*

---

To: [REDACTED]

From: [REDACTED]

Subject: RE: WELL TESTING

Date: Mon, 30 Nov 2015 11:21:16 -0700

I have no soil sample results. The only sampling we did was on a 160 acre piece of land On the corner of 571<sup>st</sup> and HI land and those results showed nothing needed to be done To the soil to grow alfalfa.

Based on the deposit coming December 15/2015 , I will start work on revamping and installing Deep well pumps suited for vegetables.

Do you want us to take some soil samples and take them to the lab?

Barry

Sent from [Mail](#) for Windows 10

---

**From:** Dennis Brewer

**Sent:** Wednesday, November 25, 2015 11:46 AM

**To:** Barry Oliver

**Subject:** RE: WELL TESTING

Barry - Thanks for the water test results. I have my operations people looking at the results you have sent so far.

Do you have any soil samples you can pass along? Just want to look at boron levels and make sure we do not have a toxicity problem with most vegetables.

We will then decide if we want to do any more sampling. My signature will follow promptly. No further changes to the lease are required.

We will make the deposit mid-month December and begin hauling compost shortly thereafter. Fences will be started by January 2nd and we will plant as soon as fences are up.

Regards,  
Dennis

Dennis Brewer

[REDACTED]

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

*Organic Fresh Food Specialists*

---

To: [REDACTED]  
CC: [REDACTED]  
From: [REDACTED]  
Subject: WELL TESTING  
Date: Wed, 25 Nov 2015 10:51:01 -0700  
Hi Dennis

I am forwarding you 2 sets of water tests from 7 wells that are currently running Every day along Lahman road. These wells are on the south side of the acreage That is available first. There are 9 more wells that have had the pumps removed And the new pumps are site but not yet installed . We are waiting for conformation of the lease and design of the pumps capacity and pressure for the vegetable use. The second tests will come later today.



Can you give me an up date on the status of the lease?

Barry

Sent from [Mail](#) for Windows 10

Date	Name	Gross	Fee	Net	T&E	Other Exp	Cash Dep
12/27/2015	MICROSOFT *OFFICE 36 ██████████ NV	- 10.94	-	- 10.94		- 10.94	- 289.32
12/4/2015	ADOBE *ACROPRO SUBS ██████████ CA	- 26.74	-	- 26.74		- 26.74	
12/4/2015	PayPal Inc Debit Card	16.53	-	16.53		16.53	
11/27/2015	MICROSOFT *OFFICE 36 08006427676  NV	- 10.94	-	- 10.94		- 10.94	- 289.32
11/15/2015	HAMPTON INN & SUITES KINGMAN AZ	- 178.53	-	- 178.53	- 178.53		
11/12/2015	MARKET FRESH A-2 NEWARK NJ	- 8.19	-	- 8.19	- 8.19		
11/12/2015	VARKA RAMSEY NJ	- 217.80	-	- 217.80	- 217.80		
11/12/2015	JAVA MOON EXPRESS 5QPS SECAUCUS NJ	- 9.62	-	- 9.62	- 9.62		
11/11/2015	SOS REGISTRATION FEE 03038942200 CO	- 50.00	-	- 50.00		- 50.00	
11/11/2015	009312 ,1 SPRING STREET, RAMSEY, NJ, US	- 17.75	-	- 17.75	- 17.75		
11/10/2015	OCCUP COMP AND SAFTY A 08775458215 FL	- 189.99	-	- 189.99		- 189.99	
11/10/2015	SOS REGISTRATION FEE 03038942200 CO	- 50.00	-	- 50.00		- 50.00	
11/10/2015	SOS REGISTRATION FEE 03038942200 CO	- 50.00	-	- 50.00		- 50.00	
11/6/2015	IN *THE INTELLIGENT OF 520-5125400 AZ	- 705.00	-	- 705.00		- 705.00	
11/6/2015	009312 ██████████ FORT WORTH, TX, US	- 773.47	-	- 773.47		- 773.47	
11/4/2015	ADOBE *ACROPRO SUBS ██████████ CA	- 26.74	-	- 26.74		- 26.74	
11/4/2015	PayPal Inc Debit Card	36.28	-	36.28		36.28	
11/1/2015	CROWNE PLAZA PHOENIX A PHOENIX AZ	- 151.89	-	- 151.89	- 151.89		
11/1/2015	WENDYS 3700 #007 RAMSEY NJ	- 4.58	-	- 4.58	- 4.58		
10/30/2015	PHX DELUX BURGER N1 PHOENIX AZ	- 19.79	-	- 19.79	- 19.79		- 132.85
10/30/2015	AZCENTRAL.COM THE NEWS PHOENIX AZ	- 13.63	-	- 13.63		- 13.63	
10/30/2015	AA INFLIGHT MC FACET 1 PHOENIX AZ	- 8.79	-	- 8.79	- 8.79		
10/29/2015	009312 ,NEWARK INTERNATIONAL, NEWARK, NJ, L	- 17.75	-	- 17.75	- 17.75		
10/29/2015	PETRO #306 RESTAURAN ELOY AZ	- 60.09	-	- 60.09	- 60.09		
10/29/2015	FEDEXOFFICE 00006767 PHOENIX AZ	- 19.92	-	- 19.92		- 19.92	
10/28/2015	FEDEXOFFICE 00006767 PHOENIX AZ	- 3.33	-	- 3.33		- 3.33	
10/27/2015	FREELANCER COM WIL CH	- 3.40	-	- 3.40		- 3.40	
10/27/2015	FREELANCER COM WIL CH	- 36.47	-	- 36.47		- 36.47	
10/27/2015	HUDSONNEWS ST794 ELIZABETH NJ	- 7.04	-	- 7.04		- 7.04	
10/27/2015	JAVA MOON EXPRESS 5QPS SECAUCUS NJ	- 12.91	-	- 12.91	- 12.91		
10/26/2015	DNH*GODADDY.COM 480-5058855 AZ	- 119.88	-	- 119.88		- 119.88	
10/26/2015	MICROSOFT *OFFICE 36 08006427676 WA	- 10.94	-	- 10.94		- 10.94	
10/26/2015	009312 ,1 SPRING STREET, RAMSEY, NJ, US	- 17.75	-	- 17.75	- 17.75		

10/23/2015	NJT HOBOKEN	5082 HOBOKEN NJ	-	10.75	-	-	10.75	-	10.75		
10/23/2015	Bank Account			2,500.00	-	-	2,500.00				2,500.00
10/22/2015	123RF.COM INTERNET HK		-	38.38	-	-	38.38			-	38.38
10/22/2015	009312	,2 BROADWAY B15.123,NEW YORK,NY	-	11.00	-	-	11.00	-	11.00		
10/22/2015	009312	,1 SPRING STREET,RAMSEY,NJ,US	-	10.75	-	-	10.75	-	10.75		
10/19/2015	AA INFLIGHT MC FACET 1 PHOENIX AZ		-	8.79	-	-	8.79	-	8.79		
10/18/2015	CROWNE PLAZA PHOENIX A PHOENIX AZ		-	35.79	-	-	35.79	-	35.79		
10/16/2015	BURGER KING # 5182 Q07 WICKENBURG AZ		-	9.53	-	-	9.53	-	9.53		
10/16/2015	HAMPTON INN & SUITES KINGMAN AZ		-	156.07	-	-	156.07	-	156.07		
10/16/2015	WILDFLOWER BREAD 01Q73 PHOENIX AZ		-	15.13	-	-	15.13	-	15.13		
10/15/2015	009312	,NEWARK INTERNATIONAL,NEWARK,NJ,L	-	17.75	-	-	17.75	-	17.75		
10/15/2015	HILTON HOTELS TUCSON E TUCSON AZ		-	11.59	-	-	11.59	-	11.59		
10/15/2015	DENNY'S #6750 CASA GRANDE AZ		-	17.84	-	-	17.84	-	17.84		
10/15/2015	CHILI'S KINGMAN KINGMAN AZ		-	13.64	-	-	13.64	-	13.64		
10/14/2015	CROWNE OUTLETS REST/BA PHOENIX AZ		-	19.79	-	-	19.79	-	19.79		
10/14/2015	CROWNE PLAZA PHOENIX A PHOENIX AZ		-	227.20	-	-	227.20	-	227.20		
10/14/2015	CROWNE PLAZA PHOENIX A PHOENIX AZ		-	151.56	-	-	151.56	-	151.56		
10/14/2015	BJS RESTAURANTS 501 TUCSON AZ		-	17.00	-	-	17.00	-	17.00		
10/13/2015	2182 E FLORENCE BL,CASA GRANDE,AZ,US		-	19.66	-	-	19.66	-	19.66		
10/13/2015	009312	,7739 E. BROADWAY B,TUCSON,AZ,US	-	10.12	-	-	10.12	-	10.12		
10/12/2015	WALGREENS	,6767 E BROADWAY BL,TUCSON,AZ	-	22.69	-	-	22.69	-	22.69		
10/11/2015	SIXT RENT A CAR FT LAUDERDALE FL		-	254.02	-	-	254.02	-	254.02		
10/9/2015	USAIRWAY 03724180052773	[REDACTED] AZ	-	168.10	-	-	168.10	-	168.10		
10/9/2015	USAIRWAY 03721854130186	[REDACTED] AZ	-	89.00	-	-	89.00	-	89.00		
10/9/2015	GAN*DAILY STAR	[REDACTED] AZ	-	982.55	-	-	982.55			-	982.55
10/7/2015	HOTWIRE-SALES FINAL	[REDACTED] CA	-	62.52	-	-	62.52	-	62.52		
10/6/2015	USAIRWAY 03724177909826	[REDACTED] AZ	-	309.10	-	-	309.10	-	309.10		
10/6/2015	IN *THE INTELLIGENT OF 520-5125400 AZ		-	686.80	-	-	686.80			-	686.80
10/5/2015	ADOBE *ACROPRO SUBS	[REDACTED] CA	-	26.74	-	-	26.74	-		-	26.74
10/4/2015	PayPal Inc Debit Card			50.79	-	-	50.79				50.79
9/29/2015	AA INFLIGHT MC FACET 2 PHOENIX AZ		-	8.79	-	-	8.79	-	8.79		
9/29/2015	VIRGIN AM BURLINGAME CA		-	8.25	-	-	8.25	-	8.25		
9/28/2015	HUDSONNEWS ST889 SAN JOSE CA		-	19.54	-	-	19.54	-	19.54		
9/28/2015	PEETS A SAN JOSE CA		-	6.63	-	-	6.63	-	6.63		
										-	285.97

9/28/2015	BJ'S RESTAURANTS 523 SALINAS CA	-	21.50	-	-	21.50	-	21.50		
9/28/2015	PRAIRIE NEWS/GIFT SHOP PHOENIX AZ	-	6.58	-	-	6.58	-	6.58		
9/28/2015	VISTAPR*VISTAPRINT.COM 866-6148002 CA	-	60.99	-	-	60.99			-	60.99
9/28/2015	FEDEX 807791395969 MEMPHIS TN	-	39.25	-	-	39.25			-	39.25
9/28/2015	NATIONAL CAR RENTAL SAN JOSE CA	-	282.54	-	-	282.54	-	282.54		
9/27/2015	NATURAL BREAK QPS LOS ANGELES CA	-	13.06	-	-	13.06	-	13.06		
9/27/2015	WESTIN LOS ANGELES ARP LOS ANGELES CA	-	13.53	-	-	13.53	-	13.53		
9/27/2015	GRILL CONCEPTS - C LOS ANGELES CA	-	124.75	-	-	124.75	-	124.75		
9/27/2015	GRILL CONCEPTS - C LOS ANGELES CA	-	28.31	-	-	28.31	-	28.31		
9/26/2015	009312 ,NEWARK INTERNATIONAL,NEWARK,NJ,L	-	17.00	-	-	17.00	-	17.00		
9/25/2015	TONY ROMA'S NEWARK NJ	-	27.52	-	-	27.52	-	27.52		
9/25/2015	SOS REGISTRATION FEE 03038942200 CO	-	10.00	-	-	10.00			-	10.00
9/25/2015	FEDEXOFFICE 00055889 LOS ANGELES CA	-	7.20	-	-	7.20			-	7.20
9/25/2015	FEDEXOFFICE 00055889 LOS ANGELES CA	-	2.00	-	-	2.00			-	2.00
9/25/2015	FEDEXOFFICE 00055889 LOS ANGELES CA	-	16.80	-	-	16.80			-	16.80
9/25/2015	FEDEXOFFICE 00055889 LOS ANGELES CA	-	15.19	-	-	15.19			-	15.19
9/24/2015	HUDSONNEWS ST794 ELIZABETH NJ	-	7.04	-	-	7.04	-	7.04		
9/24/2015	GRILL CONCEPTS - C LOS ANGELES CA	-	100.43	-	-	100.43	-	100.43		
9/23/2015	009312 ,1 SPRING STREET,RAMSEY,NJ,US	-	17.00	-	-	17.00	-	17.00		
9/22/2015	009312 ,1300 Rt. 17 North,RAMSEY,NJ,US	-	663.38	-	-	663.38	-	663.38		
9/19/2015	USPS 3370350721,175E MAIN ST,RAMSEY,NJ,US	-	5.75	-	-	5.75			-	5.75
9/18/2015	WESTIN LOS ANGELES ARP LOS ANGELES CA	-	230.38	-	-	230.38	-	230.38		
9/18/2015	SOS REGISTRATION FEE 03038942200 CO	-	25.00	-	-	25.00			-	25.00
9/18/2015	Bank Account		5,000.00	-	-	5,000.00				5,000.00
9/17/2015	USAIRWAY 03724163635124 [REDACTED] AZ	-	358.60	-	-	358.60	-	358.60		
9/17/2015	USAIRWAY 03724163629675 [REDACTED] AZ	-	176.10	-	-	176.10	-	176.10		
9/17/2015	PLN*ON-LINE HOTEL [REDACTED] CT	-	555.62	-	-	555.62	-	555.62		
9/17/2015	VIR AMER 98476806903786 BELLEVUE WA	-	298.10	-	-	298.10	-	298.10		
9/16/2015	DNH*GODADDY.COM 480-5058855 AZ	-	185.88	-	-	185.88			-	185.88
9/16/2015	VISCOUNT SUITE HOTEL TUCSON AZ	-	83.66	-	-	83.66	-	83.66		
9/16/2015	SOS REGISTRATION FEE 03038942200 CO	-	25.00	-	-	25.00			-	25.00
9/16/2015	VISTAPR*VISTAPRINT.COM 866-6148002 CA	-	122.99	-	-	122.99			-	122.99
9/16/2015	VISTAPR*VISTAPRINT.COM 866-6148002 CA	-	173.99	-	-	173.99			-	173.99
9/15/2015	PEET'S COFFEE AND TEA PHOENIX AZ	-	10.29	-	-	10.29	-	10.29		

9/15/2015	AA INFLIGHT MC FACET 2 PHOENIX AZ	-	8.79	-	-	8.79	-	8.79		
9/14/2015	BURGER KING #5371 Q07 ELOY AZ	-	2.24	-	-	2.24	-	2.24		
9/14/2015	DENNY'S #6914 TUCSON AZ	-	12.49	-	-	12.49	-	12.49		
9/14/2015	BJS RESTAURANTS 501 TUCSON AZ	-	21.11	-	-	21.11	-	21.11		
9/14/2015	GUADALAJARA MEXICAN GR TUCSON AZ	-	22.94	-	-	22.94	-	22.94		
9/14/2015	ALAMO RENT-A-CAR PHOENIX AZ	-	300.86	-	-	300.86	-	300.86		
9/13/2015	BAGGINS TUCSON AZ	-	12.52	-	-	12.52	-	12.52		
9/13/2015	DENNY'S #6914 TUCSON AZ	-	12.49	-	-	12.49	-	12.49		
9/13/2015	IN *THE INTELLIGENT OF 520-5125400 AZ	-	248.00	-	-	248.00			-	248.00
9/13/2015	OLIVE GARDEN 00012195 TUCSON AZ	-	22.94	-	-	22.94	-	22.94		
9/13/2015	5235 S SUNLAND GIN,ELOY,AZ,US	-	2.98	-	-	2.98	-	2.98		
9/12/2015	SHELL,TUCSON,AZ,US	-	15.00	-	-	15.00	-	15.00		
9/12/2015	009312 ,5425 E BROADWAY BL,TUCSON,AZ,US-	-	55.04	-	-	55.04	-	55.04		
9/12/2015	SHELL,TUCSON,AZ,US	-	34.60	-	-	34.60	-	34.60		
9/11/2015	PETRO #306 RESTAURAN ELOY AZ	-	10.39	-	-	10.39	-	10.39		
9/11/2015	DENNY'S #6914 TUCSON AZ	-	12.49	-	-	12.49	-	12.49		
9/11/2015	BJS RESTAURANTS 501 TUCSON AZ	-	12.97	-	-	12.97	-	12.97		
9/11/2015	FEDEXOFFICE 00041947 TUCSON AZ	-	6.55	-	-	6.55			-	6.55
9/10/2015	BURGER KING #5371 Q07 ELOY AZ	-	5.73	-	-	5.73	-	5.73		
9/10/2015	DENNY'S #6914 TUCSON AZ	-	12.49	-	-	12.49	-	12.49		
9/10/2015	GUADALAJARA MEXICAN GR TUCSON AZ	-	27.19	-	-	27.19	-	27.19		
9/9/2015	CHOATE'S CARDS & STAMP TUCSON AZ	-	23.60	-	-	23.60	-	23.60		
9/9/2015	DENNY'S #6914 TUCSON AZ	-	12.49	-	-	12.49	-	12.49		
9/9/2015	KFC D212070 TUCSON AZ	-	9.97	-	-	9.97	-	9.97		
9/9/2015	CHILI'S TUCSON TUCSON AZ	-	35.26	-	-	35.26	-	35.26		
9/9/2015	WENDYS 410 00004101 TUCSON AZ	-	7.76	-	-	7.76	-	7.76		
9/8/2015	009312 ,5425 E BROADWAY BL,TUCSON,AZ,US-	-	45.03	-	-	45.03	-	45.03		
9/8/2015	BJS RESTAURANTS 501 TUCSON AZ	-	30.21	-	-	30.21	-	30.21		
9/8/2015	DENNY'S #6914 TUCSON AZ	-	15.20	-	-	15.20	-	15.20		
9/8/2015	BJS RESTAURANTS 501 TUCSON AZ	-	30.21	-	-	30.21	-	30.21		
9/8/2015	BJS RESTAURANTS 501 TUCSON AZ	-	30.21	-	-	30.21	-	30.21		
9/7/2015	DESERT VIDEOLAND OASIS ELFRIDA AZ	-	35.46	-	-	35.46	-	35.46		
9/7/2015	ROMANOS 1163 TUCSON AZ	-	35.81	-	-	35.81	-	35.81		
9/7/2015	DENNY'S #6914 TUCSON AZ	-	14.75	-	-	14.75	-	14.75		

9/7/2015	BJS RESTAURANTS 501 TUCSON AZ	-	18.69	-	-	18.69	-	18.69	
9/7/2015	GUADALAJARA MEXICAN GR TUCSON AZ	-	21.86	-	-	21.86	-	21.86	
9/7/2015	WENDYS 410 00004101 TUCSON AZ	-	7.75	-	-	7.75	-	7.75	
9/7/2015	009312 ,4700 E BROADWAY BL,TUCSON,AZ,US-	-	9.47	-	-	9.47	-	9.47	
9/6/2015	VISCOUNT SUITE HOTEL TUCSON AZ	-	17.38	-	-	17.38	-	17.38	
9/6/2015	DENNY'S #6914 TUCSON AZ	-	14.75	-	-	14.75	-	14.75	
9/4/2015	ADOBE *ACROPRO SUBS [REDACTED] CA	-	26.74	-	-	26.74		-	26.74
9/4/2015	DENNY'S #6914 TUCSON AZ	-	13.75	-	-	13.75	-	13.75	
9/4/2015	GUADALAJARA MEXICAN GR TUCSON AZ	-	24.53	-	-	24.53	-	24.53	
9/4/2015	009312 ,5425 E BROADWAY BL,TUCSON,AZ,US-	-	196.72	-	-	196.72	-	196.72	
9/4/2015	PayPal Inc Debit Card		0.29	-	-	0.29			0.29
9/2/2015	BLUESKYSEARCH LLC [REDACTED] AZ	-	895.00	-	-	895.00		-	895.00

		End Cash	Net	T&E	Other Exp	Cash Dep
<b>Total</b>	<b>Total</b>		- 4,774.47	- 6,669.13	- 5,605.34	7,500.00
	<b>Aug</b>	<b>4,552.00</b>				
<b>Sep</b>	<b>Sep</b>	<b>3,411.66</b>	- 1,140.34	- 4,274.30	- 1,866.04	5,000.00
<b>Oct</b>	<b>Oct</b>	<b>2,206.90</b>	- 1,204.76	- 1,806.47	- 1,898.29	2,500.00
<b>Nov</b>	<b>Nov</b>	- 201.32	- 2,408.22	- 588.36	- 1,819.86	-
<b>Dec</b>	<b>Dec</b>	- 222.47	- 21.15	-	- 21.15	-