

Dennis Brewer

From: Dennis Brewer <[REDACTED]>
Sent: Wednesday, November 16, 2016 9:28 AM
To: 'Ronald G. McCormick'
Subject: Wal-Mart Partnership
Attachments: 4AA5-3064ENW.pdf

Ron – Thanks for orchestrating yesterday’s conversation. We are excited about the possibility of working with Wal-Mart. As you can tell, it is not our intention to fit the normal mold – we are a disrupter in the marketplace. Much as Walmart has been over the years. I recognize the approach we are outlining for you is quite different from Walmart’s modus operandi and will make some people uncomfortable but believe strongly that it offers several advantages to you:

We will be able to provide a wide variety of extremely fresh, high quality produce to your DCs within 30-72 hours of harvest due to our team driving approach to transportation and the scale and high efficiency of our harvesting, pre-cooling, and logistics operations overall. With the appropriate commitment to support geographic expansion, we can meet a 30-48 hour from harvest to delivery window across most of the USA. And, as of July 2018, we can provide store-level order picking and cross dock service through your DCs as well so our products will arrive at your stores days fresher than otherwise.

While it did not directly come up, we are interested in a comprehensive partnering arrangement. This includes pricing advantages and we suggest the use of floating market-based pricing as follows:

76.3% of yesterday’s spot market average price for the same item (from USDA’s daily National Fruit and Vegetable Organic Summary),

If no daily spot market price is available, then 76.3% of the most recent weekly price for that item for all markets using USDA’s Custom Average Pricing Tool,

PLUS 750 miles of free freight on truckloads of 50% or more branded product (20 pallets or more), FOB Phoenix and other future FOB points, assuming an annual volume of \$100 million or more,

PLUS If you would like us to case pick store orders at our DC and cross-dock at your DCs, we will be happy to do so for an additional 1.25% of the product price, beginning July 2018.

We can also provide a 2% of product price discount for the use of IFCO RPCs and CHEP reusable pallets with \$100 million or greater annual volume.

This will allow Wal-Mart to match or beat any price in the marketplace with a favorable discount to the spot market. It will seasonally adjust to make all our items more competitive with local in-season products and will do the same for Wal-Mart private label items we produce and package for you. And, based upon joint sales and operations planning of crop allocations, and subject to extreme adverse weather events, we will guarantee availability due to our diversity of locations and scale of operations.

I recognize this partnership approach breaks with the Walmart pricing modus operandi. While we believe this floating model has a better outcome for both parties, we are prepared to match our approach to Wal-Mart’s preferred approach, consistent with the partnership approach needed for rapid geographic expansion.

As for packaging, I will repeat my offer – we will match our packaging to your concepts as required. Since we are operating with a clean sheet of paper, we can easily address this requirement with automated or manual packaging. Due to our loyalty program requirements and our volume, we will have in-house custom digital presses for packaging materials and can easily alter designs on the fly on virtually any substrate – see the attached brochure. And, while your

team cannot yet see, touch, and feel our operations, you will have the opportunity to do so late in the first quarter of next year. Our growers have 40-45 years of experience growing our array of products in the desert environment.

I look forward to our continuing conversation.

Regards,
Dennis

Dennis Brewer
Chief Executive Officer
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www.winnettorganics.com



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Dennis Brewer

From: Dennis Brewer <[REDACTED]>
Sent: Friday, November 18, 2016 9:16 AM
To: 'Ronald G. McCormick'
Subject: RE: A Brief on our National Brand

Ron - Sure. I'll get right on it. Be back to you in the next couple of days.

Regards,
Dennis

Dennis Brewer
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From: Ronald G. McCormick [mailto:[REDACTED]]
Sent: Friday, November 18, 2016 9:11 AM
To: Dennis Brewer <[REDACTED]>
Subject: RE: A Brief on our National Brand

Dennis, Can you provide me with some information about your staff and the investors? I'm getting resistance to devoting time for planning, and consideration of long term agreements with what folks are feeling is such an unknown commodity. I've attempted searches on the web, but given the newness of your group I can't come up with much. And traditional produce sources like the Blue Book, are backward looking so again nothing for me to share with our decision makers.

Ron

From: Dennis Brewer [mailto:[REDACTED]]
Sent: Friday, November 18, 2016 7:58 AM
To: Ronald G. McCormick
Subject: A Brief on our National Brand

National brand: WinnettOrganics full line of organic vegetables (by mid-2018), and value added products (beginning 2020). Our national brand will feature the following attributes to engage consumers/shoppers by mid-2017:

Loyalty program – consumers/shoppers accumulate points based upon purchase quantity and frequency using serialized QR code on every product.

Tesla give-away and logoed merchandise – open to all registrants and shoppers with give-away once per quarter at least through 2019.

Discount coupons – for trial shoppers and loyal shoppers. Loyal shoppers will be able to redeem accumulated points for free merchandise or discounts.

E-media supported – in-store shopper app and via geographically localized and consumer customized email campaigns, as well as web presence. Designed to attract consumers to shop at stores with national brand presence.

Traceability – tracking the product's entire lifecycle from farm ag practices through the distribution channel in an engaging story-telling way.

In store cross selling - suggesting complimentary organic produce and other organic items to shopper and providing store location of item.

Recipes and nutrition information – on the fly and consumer researchable information source.

Other sustainability ideas – clearinghouse for other sustainable products and concepts for those deeply engaged in organics and sustainability.

Regards,
Dennis

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Dennis Brewer

From: Dennis Brewer <[REDACTED]>
Sent: Monday, November 21, 2016 9:55 AM
To: [REDACTED]
Subject: Conventional Produce Sales

Richard – Are you going to be able to place the \$70-\$80 million of 2017 conventional produce we discussed? If so, who do you expect to take it? Or, should we look at taking this responsibility on ourselves?

Regards,
Dennis

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Dennis Brewer

From: Dennis Brewer <[REDACTED]>
Sent: Monday, November 21, 2016 3:45 PM
To: 'Ronald G. McCormick'
Cc: 'Michael Callahan'; 'Mark Gross'
Subject: Our Investors and Staff
Attachments: btarazewich-gmail.com-8902-resume.docx; Dennis Brewer Resume 3.pdf

Ron – Our investors are a farmer/logistics company CEO, a banking CEO, and me. We have a commitment of \$75 million from Target Logistics, a subsidiary of \$1.5 billion Algeco Scotsman. Target Logistics is a personnel logistics firm which will be providing housing at our farms. MetLife and Barings, an international investor with a major Connecticut-based land investment fund (and a sub of MassMutual), have agreed to finance the \$72 million of our Kingman farm that we will not yet own outright. Our Hyder farmland lessor, Diversified Farms, is working toward a \$56 million commitment in January to develop the land at Hyder so we would not be expending our own resources to develop it. Our greenhouse provider has committed to construct our solar-powered greenhouses, farm pre-cooling terminals, and our central packing/distribution plant, \$104 million total, and up to \$180 million if we include the 3,000 acres of CEA we will be building in the next several years. The 40 megawatts of related solar power development will cost \$2.5 million per megawatt and is in addition to this amount. This financing is coming through Deutsche Bank.

We are working an agreement with Ryder to fund our \$33 million fleet of 100 tractors and 200 reefer trailers for shuttle and OTR operations. We are also working with several vendors to select our \$30 million to \$50 million automated pallet and case picking systems and expect to lease this technology through LeaseQ, a Boston-based equipment finance company.

In addition to this \$400 million to \$650 million of equity, debt, and lease funding, I am working with our investment bankers, Dominick and Dickerman, on the investments which will come simultaneously with agreements with large customers, ranging from \$60 million to the billion dollar accelerated program we have discussed. Institutional investors will be making these investments. Dominick and Dickerman, a Wall Street presence since 1870 and holder of NYSE Seat Number 3, has confirmed their expectation of additional funding. You may contact Michael Callahan, Managing Director, for further details, if you wish, at 646-780-8432 direct.

Our President's resume and mine are attached. Here are briefs on some of our key staff:

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 was instrumental in the turnaround of a \$2.8 billion distribution company. He is past Chair of the Board of Puget Consumers Coop, a \$229 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 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.

Bill Tarazewich, President, has worked as a Vice President of Taylor Farms. He was promoted from General Manager - Dallas to oversee company assistance with profitability and volume growth with all seven regional processing facilities. He also integrated a strategic acquisition with company operations. As General Manager and as Vice President Sales, he ran the Dallas operations of Taylor Farms and was largely responsible for the turnaround of the division from the least profitable division to one of the most profitable. He previously held increasingly responsible sales positions at Tanimura and Antle, Washington Apple Commission, and Dole Fresh over his twenty-eight year career. He holds a BA in Business Management.

Rafael Gomez, Vice President of Food Safety/QA and Organic Integrity, worked as a Food Safety/ QA Senior Manager for Morada Produce Co. Morada Farming LLC. He was the program developer and implementer for many different commodities and took care of 3rd party auditing, working closely with many large retailers as well as foreign countries. Gomez has also worked as a Director of Food and Safety and Quality Assurance, developing a strong food safety team knowledgeable to oversee all aspects of a Food Safety and QA Program. He implemented a GFSI food safety level program and formed as well as managed a robust EMP program with trending data, and helped design an in-house laboratory to run onsite testing (APC). For five years, Gomez ran his own food safety consulting firm helping clients in the development and implementation of their Food Safety/QA programs, certifications and compliance with the State and Federal regulations and-or buyer requirements. He has worked with over 20 different commodities from root vegetables to tree fruits, citrus and tree nuts. Gomez has degrees in architectural design and construction management engineering, as well as an extensive amount of certifications and licenses including HACCP, GFSI, Global GAP Option I and II, Organic, Quality Assurance, Fields Food Safety (GAP), MRL Chemicals, Microbiology Lab Certified, and more.

Bruce Blitch, Chief Information Officer, began his professional life working for Fluor Corporation one of the world's largest Engineering & Construction companies. Mr. Blitch worked in senior accounting positions at Fluor's Saudi Arabian headquarters, and the Japanese field office of a global construction project. Mr. Blitch went on to become Project Group Leader for Finance Systems in Fluor's HQ. Mr. Blitch served as CFO, EVP for Systems & Finance for The Spring Mountain Group, a financial services company with 30+ branches comprised of a federally chartered Savings & Loan and California's largest real estate closing company. He then became the inaugural CIO for Tessenderlo Kerley Inc. (TKI), an international \$500 million business and the world leader in specialty liquid fertilizers. While there he served on the Board of Directors for two agriculture industry ecommerce projects involving 31 companies in the Crop Nutrition and Crop Protection segments. He was a founding member of AgGateway, and served as Chairman and its first President. AgGateway is an industry supported organization of 225+ Global and North American companies serving agriculture, and collaborating on the implementation of e-commerce. Mr. Blitch became Global CIO for TKI's Belgian parent, Tessenderlo Group, a \$2.8 billion worldwide company providing solutions in natural resources, agriculture, food and water management. Mr. Blitch has spoken on ecommerce in agriculture at several international agricultural industry conferences. He has also been widely quoted in the IT industry press, and has presented at major software industry and user group conferences on ERP implementations.

Jason Waseman, Director of Logistics, brings over 20 years of logistics experience working for prominent corporations such as Penske Logistics and UPS before changing directions from dry goods to fresh produce. At this juncture in his career he worked for Best in Category companies including Eurofresh Farms as Director of Distribution and Logistics, and Monrovia Nursery Company as Director of Logistics and Procurement. Eurofresh Farms, a \$240 million greenhouse produce grower/shipper was at that time the largest greenhouse operation in America, shipping over 600 million pounds annually on 320 acres under glass. While

there he was instrumental in guiding the supply chain during a period of aggressive growth from 40 acres to over 300 acres. He also was pivotal in the implementation of two ERP systems, TMS and SQF, increasing shelf life and cross border packaging programs. Waseman has managed departmental budgets in excess of 30 million dollars. He has many years of experience in all modes of transportation including ocean freight, rail, air transport, and truckload and LTL services. Waseman has a diverse background in all areas of supply chain including procurement, distribution, and S&OP. He also has extensive experience in project management and team building, having been involved with many challenging commodities in rural areas lacking a labor force. Waseman has a degree in Finance and is a certified transportation broker.

Mark Vindiola, Director of Human Resources brings over 20 years of experience in human resources, risk management, strategic planning and organizational development. Vindiola has extensive knowledge in all areas of human resources and employee safety. He became the first HR Director for Grower Express, a large 40,000 acre grower / shipper of organic and conventional vegetables in Salinas, CA where he built the human resource department from the bottom up. He developed and implemented policies and procedures, and developed and trained all management to achieve company goals and objectives. Mark reduced the company's experience modification from 1.27 to .73 by implementing a company-wide safety program, which significantly reduced workers compensation premium costs. Mark has developed and implemented HR strategic planning for six companies including the development of mission statements, clarification of objectives, coordination of planning teams, and achieving acceptance and implementation of plans. He has directed the design and installation of five user-friendly human resource information systems used in many large companies. Mark has also been the HR Director of Bornt Family Farms in Holtville, CA, Food Service Insurance Managers in Roseville, CA, and other businesses. Mark has a BA degree in Business Administration from San Diego State University.

We also have several consultants working with us on issues including growing in field conditions, growing in greenhouse and shadehouse conditions, root vegetable storage, post-harvest cooling and handling, packaging, and packing lines in our central packing/distribution facility. These specialized consultants have between 35 and 45 years of relevant experience.

Regards,
Dennis

Dennis Brewer
Chief Executive Officer
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Dennis Brewer

From: Dennis Brewer <[REDACTED]>
Sent: Tuesday, November 22, 2016 12:09 PM
To: [REDACTED]
Subject: Status

Andy - Anything from your investors? Do you know anyone who would loan us (or invest) even \$50K so we could get Dominick and Dickerman started on a \$60MM raise and get me in front of several customers (Costco, SuperValu, Target, etc.)? We are close to having Walmart signed up and are expecting orders from Kroger any day now.

Regards,
Dennis

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Dennis Brewer

From: Andy Altahawi <[REDACTED]>
Sent: Tuesday, November 22, 2016 12:40 PM
To: 'Dennis Brewer'
Subject: RE: Status

Dennis,

I hope all is well. I am still reaching out to some investors I know personally to see if they would be interested.

Give me till next week.

Regards
Andy

From: Dennis Brewer [mailto:[REDACTED]]
Sent: Tuesday, November 22, 2016 12:09 PM
To: [REDACTED]
Subject: Status

Andy - Anything from your investors? Do you know anyone who would loan us (or invest) even \$50K so we could get Dominick and Dickerman started on a \$60MM raise and get me in front of several customers (Costco, SuperValu, Target, etc.)? We are close to having Walmart signed up and are expecting orders from Kroger any day now.

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Dennis Brewer

From: Dennis Brewer <[REDACTED]>
Sent: Tuesday, November 22, 2016 4:36 PM
To: 'Jonatha Cross'
Subject: RE: CAPITAL ACCESS POINT

Jon – Okay, I understand. You can reach me at 520-549-6245 until 2 PM tomorrow, then I am tied up with a conference call most of the afternoon after that.

Regards,
Dennis

Dennis Brewer
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From: Jonatha Cross [mailto:[REDACTED]]
Sent: Tuesday, November 22, 2016 4:28 PM
To: Dennis Brewer <[REDACTED]>
Cc: 'Michael Callahan' <[REDACTED]> 'Mark Gross' <[REDACTED]>
Subject: Re: CAPITAL ACCESS POINT

Denis,

Ha!! Not looking for a check right now. When you can, let's talk about our process and make sure it will work for you.

JONATHAN CROSS

PRESIDENT

PRIVATE EQUITY

SHEFFORD CAPITAL PARTNERS, INC.

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NEW YORK, NEW YORK 10022

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From: Dennis Brewer <[REDACTED]>
Sent: Tuesday, November 22, 2016 10:48 AM
To: Jonatha Cross
Cc: 'Michael Callahan'; 'Mark Gross'
Subject: RE: CAPITAL ACCESS POINT

Jon – Your proposal and process look very good. A \$399 initial fee check will land in your office next Monday and we can get going. The \$1MM proceeds from the \$1.67 Preferred Series A seed round will be used to:

- 1) The primary purpose is to secure sales orders from top retailers and wholesalers:
 - a. Kroger – in process, preliminary orders expected at any time
 - b. Walmart – in process, need funds to travel to Bentonville for visit to decision makers
 - c. Costco - initial contact made, need to schedule visit
 - d. Albertsons – initial contact made, need to schedule visit
 - e. Target – initial contact made, need to schedule visit
 - f. Whole Foods – to be contacted
 - g. Trader Joes – to be contacted
 - h. C&S Wholesale – initial contact made, need to schedule visit
 - i. SuperValu – to be contacted
 - j. Wakefern – initial contact made, need to schedule visit
 - k. Four Seasons Produce – to be contacted
- 2) Hire President, pay partial salary for six months (balance to be accrued for payment upon operating profit), pay benefits and travel expenses \$175,000

- 3) Pay CEO partial salary for six months (balance to be accrued for payment upon operating profit), pay benefits and travel expenses \$175,000
- 4) Reduce payables to consultants and vendors \$200,000
- 5) Pay new employee and recruiting travel expenses \$50,000
- 6) Pay Shefford fee \$50,000
- 7) Pay Dominick and Dickerman retainer for \$60MM capital raise \$25,000
- 8) Reserve for contingency \$325,000

I expect the \$60MM raise to be concluded within 90 days of the retainer payment to Dominick and Dickerman. They have stated there is very strong initial interest. That raise will allow us to commence operations at a 16,000 acre farm in northern Arizona. We will generate revenue from June or July 2017 depending upon when that raise is concluded. Our proforma is attached. You are welcome to speak with our lead D&D Managing Director Michael Callahan at 646-780-8432 direct.

-

Regards,

Dennis

Dennis Brewer

Chief Executive Officer

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From: Jonatha Cross [<mailto:jonatha@winnettorganics.com>]
Sent: Tuesday, November 22, 2016 8:39 AM
To: Dennis Brewer <[REDACTED]>
Subject: CAPITAL ACCESS POINT

Dennis,

After reviewing your situation, I am convinced that our [Capital Formation](#) platform will deliver velocity of capital and get things moving in the right direction.

Click on the link for a review of the website, and attached you will find some additional information.

Let's talk after your review.

JONATHAN CROSS

PRESIDENT

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From: Dennis Brewer <[REDACTED]>
Sent: Saturday, November 19, 2016 8:43 AM
To: Jonatha Cross
Subject: RE: Investor Presentation

Jon - Sounds like good busy. You can reach me on Monday anytime, on Tuesday afternoon, or Wednesday morning. We have been out of the capital markets since January, partly due to market conditions at that time and partly because I stopped using an investment banker who used cold calling and accomplished nothing. We had been expecting a \$23 million loan from the Hyder landlord since July – but it is still pending. The consultant who works with the Hyder landlord thinks the loan and development of the property, another \$33 million, will happen eventually, perhaps in January or February.

Our only outside investors are two accredited investors who own 79,500 Series A Preferred shares between them. They came via EquityNet. We had an unsolicited offer from AltaVista Capital a month ago to raise \$5 to \$40 million via a Series A but turned them down as we found a bad actor in their organization and decided it was not worth the risk.

I was referred to Dominick and Dickerman a few months ago as the result of a contact with someone at Merrill Lynch. Since we had been expecting the Hyder loan above we did not move too fast with them - as we needed the \$25K to get them going. They have started to approach investors and are getting an excellent initial reception but are holding back waiting for us to come up with \$25K and with customers.

As I mentioned, we are nearing a shopping list from Kroger that will put us into 124 stores in Arizona to start and work toward national coverage thereafter. Walmart is also in progress. I have put an expansive plan in front of Walmart at our Walmart sponsor's request but expect them to start with something smaller from us. Once our President is on board and we have funds for travel, we will expand to the top dozen chains and wholesalers.

Hope this helps. I look forward to our conversation. Enjoy the weekend.

Regards,

Dennis

Dennis Brewer

Chief Executive Officer

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From: Jonatha Cross [<mailto:> [REDACTED]]
Sent: Saturday, November 19, 2016 8:17 AM
To: Dennis Brewer <[REDACTED]>
Subject: Re: Investor Presentation

Dennis,

Thank you for the presentation.

I regret that I haven't been able to make contact - it has been extremely busy since we launched our new capital formation platform.

Let me know a few times you are available next week, I would like to get an understanding of the process you have used to this point in your capital raises.

JONATHAN CROSS

PRESIDENT

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From: Dennis Brewer <[REDACTED]>
Sent: Friday, November 18, 2016 2:16 PM
To: Jonatha Cross
Subject: Investor Presentation

Jon - Attached please find our updated investor presentation.

I met with Kroger ten days ago. Their Category Manager and Buyer liked what they heard, so we are expecting a list of desired products from Kroger by early December. They want to put us into 124 stores in Arizona to start and expand from there.

Walmart has a more diffuse decision making apparatus so it is taking a bit longer there. We are working on a strategic partnership for organic foods. It will involve a number of their distribution centers and could be a major company-wide program in a few years if they agree to our most expansive plan. It will take some more meetings and some proof of the pudding before they are likely to agree to this most expansive plan.

Also, working on the number three and four players in grocery – Albertsons and Costco. We are not yet making any real headway there.

Bringing on our President in January will accelerate our customer efforts over the next three months and we should be able to sign up many of the top dozen players in the organic space.

I look forward to talking with you.

Regards,

Dennis

Dennis Brewer

Chief Executive Officer

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Dennis Brewer

From: Pruksa Real Estate <[REDACTED]>
Sent: Monday, November 28, 2016 3:43 AM
To: Dennis Brewer
Subject: Re: winnettorganics.com Contact: Form Submission

Mr. Dennis Brewer

Good to receive from you

I have received your e-mail response and business summary today

We have reviewed your business briefing details, and I am willing to move forward with the process of investing in your proposed project

However there are some questions i will like to ask

1. We took note of the requested investment funds being a sum total of \$22,000,000, are there any other funds needed for the successful realization of the deal?
2. Who in particular will receive Investment funds transferred from Bangkok Thailand?
3. What is the ROI in this business venture?
4. The capital input was noted to be on an EQUITY term with a total offering of 4,000,000 shares/units at a cost of \$5.5 per share/unit. Has there been any purchase of any units so far? We would like to provide a 100% financing (\$22,000,000.00) to this venture, are there any other partners on this venture?
5. What is your position in this business venture?
6. Do you have any more detailed business summary plan to show?, I request that you send to me your business appraisal, feasibility study, financial projections, financial and net worth statements, detailed resumes of your group.
7. We can guarantee a 5-years investment plan for this value. What are your business formalities in place for a guaranteed feasible investment returns after 5 years on this venture.
8. I will like to meet with you within the first year of investment, is that possible? We are willing to move forward, let me know your further advise, so that we can forward you our terms to proceed.

Look forward to establishing a mutual and successful business relationship/partnership with you now and in the nearest future.

Regards,

Thongma Vijitpongpun

CEO, President, founder and owner
Pruksa Real Estate Public Company Limited
27th Floor, Sm Tower, 979/83,
Phaholyothin Road, Samsennai Phayathai,
Bangkok, Thailand.

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End of Disclaimer

From: Dennis Brewer <[REDACTED]>
Sent: Sunday, November 27, 2016 7:23:13 AM
To: [REDACTED]
Subject: FW: winnettorganics.com Contact: Form Submission

Please review attached presentation and PPM.

Regards,
Dennis

Dennis Brewer
Chief Executive Officer
WinnettOrganics, Inc.
623-207-9675 520-549-6245
www.winnettorganics.com



Sustainably Grown, Organically Pure, Transparently Better

From: [REDACTED] [mailto:[REDACTED]]
Sent: Saturday, November 26, 2016 7:20 PM
To: [REDACTED]
Subject: winnettorganics.com Contact: Form Submission



Name

Thongma Vijitpongpun

Email**Subject**

Interested in partnering with you

Message

Hello, We have just seen your venture advert on equitynet for an investment opportunity. Is the venture still available? Do you have a ready business summary that I can see? I am interested in the opportunity if it is still available to have us partner with. Can you send me more details on the project venture plan for my review as to enable us proceed. I look forward to hearing back from you soon. Regards Thongma Vijitpongpun CEO, President, founder and owner Pruksa Real Estate Public Company Limited 27th Floor, Sm Tower, 979/83, Phaholyothin Road, Samsennai Phayathai, Bangkok, Thailand.

Optin

False

This message was submitted from your website contact form:

<http://www.winnettorganics.com/contact.html>

Use your free GoDaddy Email Marketing Starter account to follow up with contacts who agreed to receive email campaigns! Click [here](#) to get started.

Dennis Brewer

From: Raymond Sullivan <[REDACTED]>
Sent: Monday, November 28, 2016 12:39 PM
To: Dennis Brewer
Subject: Re: Capital Access Point

Dennis,

No initial concerns. Looks like a way to get started. Anything from Oliver yet?

Ray

Raymond F. Sullivan

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

410-884-4036 (Tel)
410-740-5603 (Fax)
[REDACTED]

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On Mon, Nov 28, 2016 at 12:08 PM, Dennis Brewer <[REDACTED]> wrote:

Please review the following web site:

www.capitalaccesspoint.com

I am planning to use them for the \$1MM bridge and may use them for the \$60MMM as well if things go right with the first \$1MM. Let me know if you have any questions for them today. Otherwise, we will proceed with the \$1MM. Thanks. Hope you had a great Thanksgiving holiday.

Regards,

Dennis

Dennis Brewer

Chief Executive Officer

WinnettOrganics, Inc.

[623-207-9675](tel:623-207-9675) [520-549-6245](tel:520-549-6245)

www.winnettorganics.com



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CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the “*Agreement*”) is made and entered as of November 29, 2016 (the “*Effective Date*”) by and between WinnettOrganics, Inc. (the “*Company*”) and Shefford Capital Partners, Inc. (the “*Consultant*”). The Company and the Consultant may each be referred to herein as a “*Party*” and together as the “*Parties*.”

RECITALS

- A. The Company is seeking One Million (\$1,000,000.) Dollars in bridge financing.
- B. The Consultant desires to assist the Company by providing advice about such activities and to provide related services to the Company, subject to the terms and conditions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

Scope of Services; Performance. The consulting services covered by this Agreement (collectively, the “*Services*”) are described in detail on Exhibit A attached hereto. Subject to the specific limitations imposed herein and those resulting from the nature of the Services to be performed, the Consultant will exercise independent professional judgment in determining the method, details, and means of performing the Services. The Company does not propose to exercise any control over the method and manner of providing the Services. The Consultant will endeavor to perform the Services within a reasonable period of time, except for delays occasioned by factors beyond the Consultant’s control, by factors not reasonably foreseeable, or by factors initiated by the Company. No other warranty, express or implied, is made with respect to Services performed under this Agreement.

Access to Company. The Company shall make available to the Consultant such of its personnel and resources as is reasonably appropriate in order for the Consultant to perform the Services.

Compensation; Payment. The Company will compensate the Consultant for the Services pursuant to the terms set forth on Exhibit B attached hereto. In the event that Consultant and the Company agree to amend Exhibit A so as to cause the Consultant to provide additional Services, Exhibit B shall be amended to provide additional compensation for such additional Services.

Ownership; Exclusions. Except as set forth below, any proprietary rights, whether tangible or intangible, arising out of or relating to any portion of the Services, including but not limited to all paper and electronic files provided as source materials, all output files produced by the Company, and all printed copies of output files, all work in progress, and all deliverables (collectively, the “*Work Product*”) shall be the sole property of the Company, and may be used without restriction by the Company. However, such Work Product shall not include the proprietary systems, plans, concepts, programs, models, designs, tools, equipment process automation, computer programs or code, devices, inventions and processes of the Consultant (collectively, the “*Consultant Systems*”) used by the Consultant in connection with provision of the Services, nor shall it include any improvements upon the Consultant Systems discovered or developed by the Consultant in the course of providing the Services to the Company. The Consultant Systems, including improvements and any proprietary rights therein, shall be the exclusive property of the Consultant.

Confidentiality.

Definition. For purposes of this Agreement, “*Confidential Information*” means information of either Party (the “*Disclosing Party*”) or any person or business entity directly or indirectly controlled by or controlling the Disclosing Party, or in which any of the aforesaid have at least a 50% interest, which information is or has been disclosed to the other Party (the “*Recipient Party*”) or is otherwise known to the Recipient Party as a consequence of or through the performance of Services for the Company, whether or not related to the Consultant’s duties for the Company, including, but not limited to, information relating to original works of authorship, disclosures, processes, systems, methods, formulas, trade secrets, procedures, concepts, algorithms, software, compositions, techniques, drawings, specifications, models, data, source code, object code, documentation, diagrams, flow charts, research procedures, copyrights, copyright applications, trademarks, trademark applications, devices, machinery, materials, cost of production, contract forms, prices, pricing policies, volume of sales, promotional methods, identity or information about customers or suppliers, marketing techniques or other information of a similar nature. Information shall be considered to be Confidential Information if not known by the trade generally, even though such information has been disclosed to one or more third parties pursuant to distribution agreements, joint research agreements, or other agreements entered into by the Disclosing Party. Confidential Information shall not include information which (a) is or becomes publicly known through no fault of the Recipient Party; (b) is learned by the Recipient Party from a third party entitled to disclose such information; (c) is previously known to the Recipient Party before receipt from the Disclosing Party; (d) is developed by or for the Recipient Party independently of the Confidential Information; or (e) is required to be disclosed by a court or government agency of competent jurisdiction.

Restrictions. Each Party understands that it may receive Confidential Information of the other Party during the course of this Agreement. Neither Party shall, either during or subsequent to the term of this Agreement, directly or indirectly, disclose or use any Confidential Information of the other Party to any person or entity, except as is necessary to perform the obligations hereunder.

Injunctive Relief. The Parties acknowledge and agree that damages will not be an adequate remedy in the event of a breach of either Party’s obligations under this Section. Each Party therefore agrees that the other Party shall be entitled (without limitation of any other rights or remedies otherwise available to such other Party and without the necessity of posting a bond) to obtain an injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Section.

Financing Transactions. It is understood that as it relates to any public or private offering of debt, common or preferred stock or any other security or investment instrument of the Company (“*Financing*”), the Consultant is acting as an advisor only, is not a licensed securities or real estate broker or dealer, and shall have no authority to enter into any commitments on the Company’s behalf, or to negotiate the terms of any Financing, or to hold any funds or securities in connection with any Financing or to perform any act which would require the Consultant to become licensed as a securities or real estate broker or dealer under applicable state or federal law. In consideration of the Company entering into this Agreement and as an inducement to the Company agreeing to pay the compensation described on Exhibit B hereto, the Company and the Consultant confirm and acknowledge that pursuant to the Consultant’s provision of Services hereunder:

The Consultant has not engaged, and shall not engage, in any actions requiring registration as a securities broker or dealer under any applicable federal, state or foreign laws;

The Consultant shall only introduce to the Company prospective investors that the Consultant reasonably believes are “accredited investors” as defined in Rule 501(a) promulgated under the Securities Act of 1933,

as amended, and will assist the Company in performing whatever reasonable due diligence investigation may be necessary in order to confirm such “accredited investor” status; and,

The Consultant has not engaged, and shall not engage, in any general solicitation or advertisement to seek investors or potential investors in the Company.

Indemnification and Company Representation.

Indemnification of Consultant. In addition to the specific indemnification contemplated below, the Company agrees to indemnify and hold harmless the Consultant from and against any and all losses, claims, damages, liabilities, judgments, charges and expenses (including all legal or other expenses reasonably incurred by the Consultant) in connection with investigating or defending against or providing evidence in any litigation, whether commenced or threatened, in connection with any claim, action or proceeding to which the Consultant becomes subject, whether or not resulting in any liability, caused by, or arising out of any Services by the Consultant under this Agreement; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability is found to have resulted from the Consultant’s negligence, bad faith, fraud or misconduct.

Counsel. The Consultant shall be entitled to employ counsel separate from the Company and from any other party in such action. In such event, the reasonable fees and disbursements of such separate counsel, as incurred, shall be paid by the Consultant.

Company Representation and Warranty. The Company hereby represents and warrants that all information provided to Consultant pertaining to the Company and relating to the Services shall be true and correct in all material respects, and that the Company shall hold Consultant harmless from any and all liability, expenses or claims arising from the disclosure or use of such information.

Indemnification of Company. If the Company or its officers, directors, shareholders or affiliates suffer or incur any loss, claim, damage, liability or expense by reason of the Consultant’s negligence, bad faith, fraud or misconduct in the provision of Services, the Company and any such persons have the same rights of indemnification from the Consultant as are given by the Company to the Consultant hereunder.

Term and Termination. This Agreement shall be effective from and after the date hereof until six months after the Effective Date, unless earlier terminated by either Party in writing on 10 days notice; provided, however, that the Company may not terminate this Agreement other than for “Cause” (as defined below) or in connection with a “Buyout” as described in Exhibit B. For purposes of this Agreement, termination for “Cause” means either (a) termination by the Company of this Agreement by reason of the Consultant’s fraud or misconduct that materially and adversely affects the Company, negligence in the performance of Services, persistent failure to perform the Services as contemplated herein, conduct that discredits the Company, or material breach of the terms of this Agreement, provided in each case that the Consultant has been provided written notice of the facts and circumstances alleged to constitute Cause hereunder and at least 30 days’ opportunity to cure the same, or (b) termination by the Company of this Agreement for any reason or no reason if the Services (as defined in Exhibit B), specifically Exhibit B (c) has not occurred on or before six months after the Effective Date.

Limitation of Liability.

Sole Remedy. The sole remedy for any breach of this Agreement by the Consultant shall be to reimburse the Company for actual fees received by the Consultant relating to Services that were not provided as a result of the breach. In no event shall the Consultant’s aggregate liability to the Company under this Agreement exceed the amount of cash fees received by the Consultant hereunder.

Limitation of Liability. IN NO EVENT SHALL THE CONSULTANT, ITS AFFILIATES, OFFICERS, AGENTS, MANAGERS OR MEMBERS (COLLECTIVELY, THE “CONSULTANT AFFILIATES”) BE LIABLE FOR ANY DAMAGES INCLUDING LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL OR INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS) IN CONNECTION WITH THE TERMS OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Other Engagements. Nothing in this agreement shall preclude the Consultant from entering into agreements similar to this Agreement with other parties. In addition, the Company acknowledges and agrees that the Consultant may, concurrent with engagements undertaken for the Company and in the future, undertake consulting or service engagements with other persons or entities whose business or products may be similar to or competitive with the business or products of the Company.

Independent Contractor/Taxes. The Consultant is not an agent or employee of the Company and is not authorized to act on behalf of the Company. Except as required by a final determination by the Internal Revenue Service or state taxing authority and upon due notice to the other party, the Consultant and the Company each agrees that it will treat the Consultant as an independent contractor for tax purposes and file all tax and information returns and pay all applicable taxes on that basis.

Notices. Any notice given pursuant to this Agreement shall be in writing and shall be effective immediately upon hand delivery or delivery by courier to the other Party or one business day after facsimile transmission to the other Party or five business days after deposit of the notice in the United States first class mail, by registered or certified mail, postage prepaid, to the addresses set forth below the respective signature lines of the Parties.

Arbitration. Any controversy or claim arising out of, or relating to, this Agreement or the breach of this Agreement will be settled by arbitration by, and in accordance with the applicable Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitrator(s) will have the right to assess, against a Party or among the Parties, as the arbitrator(s) deem reasonable, (a) administrative fees of the American Arbitration Association, (b) compensation, if any, to the arbitrator(s) and (c) attorneys’ fees incurred by a party. Arbitration hearings will be held in the county of defendant.

No Joint Venture. Nothing in this Agreement shall be construed to make the Parties hereto joint venturers or partners or to create any relationship of principal and agent. Neither Party has the power or authority to commit or bind the other Party without such other Party’s prior written consent.

Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of New York, excluding those laws that direct the application of the laws of another jurisdiction.

Waiver. The waiver of any term or condition contained in this Agreement by any Party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in this Agreement.

Assignment. The rights and liabilities of the Parties hereto shall bind and inure to the benefit of their respective successors, heirs, executors and administrators, as the case may be; provided, however, that as the Company has specifically contracted for the services to be provided by the Consultant hereunder, the Consultant may not assign or delegate the Consultant’s obligations under this Agreement either in whole or in part without the prior written consent of the Company.

Headings. The section headings used in this Agreement are intended for convenience of reference and shall not by themselves determine the construction or interpretation of any provision of this Agreement.

Survival of Provisions. The provision for *Confidentiality* shall survive the termination of this Agreement.

Entire Agreement; Modifications. Except as otherwise provided herein or in the exhibits hereto, this Agreement represents the entire understanding among the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior and contemporaneous understandings, agreements, plans, and negotiations, whether written or oral, with respect to the subject matter hereof, including, without limitation, any understandings, agreements, or obligations respecting any past or future compensation, bonuses, reimbursements, or other payments to the Consultant from the Company. All modifications to the Agreement must be in writing and signed by each of the Parties hereto.


Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Agreement will automatically expire, and be of no further force or effect, if the Consultant has not received from the Company an executed copy of this Agreement on or before 5:00 p.m. Eastern Standard Time on December 6th, 2016, unless earlier terminated by the Consultant.

IN WITNESS WHEREOF, the Parties have executed this Consulting Services Agreement as of the date first above written.

Shefford Capital Partners, Inc.
Consultant

WinnettOrganics, Inc.
Company



Jonathan Cross
President

Dennis Brewer
CEO

477 Madison Avenue
Sixth Floor
New York, New York 10022

5151 East Broadway
Suite 1600
Tucson, Arizona 85711

EXHIBIT A

SCOPE OF SERVICES

Subject to the terms and conditions of this Agreement, the Company hereby appoints the Consultant and its nonexclusive agent to assist the Company by (a) preparing the Company to make presentations to investors, (b) preparing the Company's due diligence package, and (c) providing introductions to accredited investors that will collectively invest One Million (\$1,000,000.) Dollars in the Company (collectively, the "*Services*").

The Consultant will report to the Company's CEO and Board of Directors.

The Company will not control in any way the methods used by the Consultant in performing the Services. The Consultant will at all times, and at the Consultant's own expense, maintain all facilities, equipment, and instrumentalities required to perform the Services, including without limitation, office space, computer, printer, internet connection, facsimile, paper, office supplies and telephone.

EXHIBIT B

COMPENSATION AND EXPENSES

1. *Expense Retainer.* Immediately upon executing this Agreement the company shall pay, or cause to be paid, the Consultant an expense retainer in the amount of Three Hundred Ninety-Nine (\$399.) Dollars. Said payment shall be made by wire transfer in same day funds to the bank account indicated to the Company by the Consultant.

2. *Compensation.* Upon the closing of the Company's financing, the Company shall pay, or cause to be paid, to the Consultant the amount of Fifty Thousand (\$50,000) Dollars cash. Said payment shall be made by wire transfer in same day funds to the bank account indicated to the Company by the Consultant.

Dennis Brewer

From: Pruksa Real Estate <[REDACTED]>
Sent: Tuesday, November 29, 2016 12:57 AM
To: Dennis Brewer
Subject: Re: winnettorganics.com Contact: Form Submission
Attachments: INVESTMENT TERMS AND CONDITIONS.pdf

Mr. Dennis Brewer

Good to receive from you

I have received your e-mail today and we accept your investment offer and project venture analysis.

We are willing to proceed with the investment funding of your received project plan. We are willing to provide a total sum of \$50,000,000.00 for the propose venture

Find here attached, a copy of our investment finance procedures/terms and conditions for all foreign investment funding as drafted by my legal investment attorney.

I advise you proceed to review our stipulated terms and conditions for onward appropriations, as to enable us move forward with the investment finance process.

Upon your acknowledgement of the terms to move forward, we will request your full business contact details and information, i.e full business name and address for my attorney to promptly prepare a partnership MOU and NDCA paper works for endorsement.

I will be expecting your reply as soon as possible as we look forward to establishing a successful business relationship with you in the nearest future

Regards

Thongma Vijitpongpun
CEO, President, founder and owner
Pruksa Real Estate Public Company Limited
27th Floor, Sm Tower, 979/83,
Phaholyothin Road, Samsennai Phayathai,
Bangkok, Thailand.

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right to monitor and review the content of all messages sent to or from this e-mail address. Messages sent to or from this e-mail address may be stored on the Pruksa real estate pcl e-mail system.

End of Disclaimer

From: Dennis Brewer <[REDACTED]>

Sent: Monday, November 28, 2016 5:28:58 PM

To: 'Pruksa Real Estate'

Subject: RE: winnettorganics.com Contact: Form Submission

1. We took note of the requested investment funds being a sum total of \$22,000,000, are there any other funds needed for the successful realization of the deal? *We are actually looking for \$60 million, that PPM is somewhat out of date as it assumed our Hyder farm would be in production first. \$20 million will be used in the purchase of the 16,000 acre farm at Kingman, Arizona. The \$40 million balance will be used for working capital to ramp up the Kingman operation in spring 2017. We will ramp the Hyder farm from cash flow in the fall of 2017.*

2. Who in particular will receive Investment funds transferred from Bangkok Thailand? *I am the CEO and will receive the funds via our bank, Great Western Bank, in Chandler, Arizona.*

3. What is the ROI in this business venture? *The \$60 million is estimated to appreciate to \$2.4 billion over 5 years, assuming a 16.9 times EBITDA multiple which is typical for natural and organic foods companies.*

4. The capital input was noted to be on an EQUITY term with a total offering of 4,000,000 shares/units at a cost of \$5.5 per share/unit. Has there been any purchase of any units so far? We would like to provide a 100% financing (\$22,000,000.00) to this venture, are there any other partners on this venture? *We have two shareholders who hold 79,500 shares of Series A Preferred stock. The \$60 million will be about 40.1% of total shares outstanding.*

5. What is your position in this business venture? *I am the CEO.*

6. Do you have any more detailed business summary plan to show?, I request that you send to me your business appraisal, feasibility study, financial projections, financial and net worth statements, detailed resumes of your group. *See attached.*

7. We can guarantee a 5-years investment plan for this value. What are your business formalities in place for a guaranteed feasible investment returns after 5 years on this venture. *We are likely to go public in 3 to 5 years so an orderly exit through the public markets will be possible.*

8. I will like to meet with you within the first year of investment, is that possible? We are willing to move forward, let me know your further advise, so that we can forward you our terms to proceed. *We can meet in New York at any time in the next several months or in Arizona once operations have started.*

Regards,
Dennis

Dennis Brewer

Chief Executive Officer
WinnettOrganics, Inc.
623-207-9675 520-549-6245
www.winnettorganics.com



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From: Prukha Real Estate [mailto: [REDACTED]]
Sent: Monday, November 28, 2016 3:43 AM
To: Dennis Brewer < [REDACTED]>
Subject: Re: winnettorganics.com Contact: Form Submission

Mr. Dennis Brewer

Good to receive from you

I have received your e-mail response and business summary today

We have reviewed your business briefing details, and I am willing to move forward with the process of investing in your proposed project

However there are some questions i will like to ask

1. We took note of the requested investment funds being a sum total of \$22,000,000, are there any other funds needed for the successful realization of the deal?
2. Who in particular will receive Investment funds transferred from Bangkok Thailand?
3. What is the ROI in this business venture?
4. The capital input was noted to be on an EQUITY term with a total offering of 4,000,000 shares/units at a cost of \$5.5 per share/unit. Has there been any purchase of any units so far? We would like to provide a 100% financing (\$22,000,000.00) to this venture, are there any other partners on this venture?
5. What is your position in this business venture?
6. Do you have any more detailed business summary plan to show?, I request that you send to me your business appraisal, feasibility study, financial projections, financial and net worth statements, detailed resumes of your group.
7. We can guarantee a 5-years investment plan for this value. What are your business formalities in place for a guaranteed feasible investment returns after 5 years on this venture.
8. I will like to meet with you within the first year of investment, is that possible? We are willing to move forward, let me know your further advise, so that we can forward you our terms to proceed.

Look forward to establishing a mutual and successful business relationship/partnership with you now and in the nearest future.

Regards,

Thongma Vijitpongpun
CEO, President, founder and owner
Pruksa Real Estate Public Company Limited
27th Floor, Sm Tower, 979/83,
Phaholyothin Road, Samsennai Phayathai,
Bangkok, Thailand.

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End of Disclaimer

From: Dennis Brewer <[REDACTED]>
Sent: Sunday, November 27, 2016 7:23:13 AM
To: [REDACTED]
Subject: FW: winnettorganics.com Contact: Form Submission

Please review attached presentation and PPM.

Regards,
Dennis

Dennis Brewer
Chief Executive Officer
WinnettOrganics, Inc.
623-207-9675 520-549-6245
www.winnettorganics.com



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From: [REDACTED] [[mailto:\[REDACTED\]](mailto:[REDACTED])]
Sent: Saturday, November 26, 2016 7:20 PM

To: [REDACTED]
Subject: winnettorganics.com Contact: Form Submission



Name

Thongma Vijitpongpun

Email

[REDACTED]

Subject

Interested in partnering with you

Message

Hello, We have just seen your venture advert on equitynet for an investment opportunity. Is the venture still available? Do you have a ready business summary that I can see? I am interested in the opportunity if it is still available to have us partner with. Can you send me more details on the project venture plan for my review as to enable us proceed. I look forward to hearing back from you soon. Regards Thongma Vijitpongpun CEO, President, founder and owner Pruksa Real Estate Public Company Limited 27th Floor, Sm Tower, 979/83, Phaholyothin Road, Samsennai Phayathai, Bangkok, Thailand.

Optin

False

This message was submitted from your website contact form:

<http://www.winnettorganics.com/contact.html>

Use your free GoDaddy Email Marketing Starter account to follow up with contacts who agreed to receive email campaigns! Click [here](#) to get started.

Dennis Brewer

From: Wells Fargo Online <[REDACTED]>
Sent: Wednesday, November 30, 2016 10:38 AM
To: [REDACTED]
Subject: Wells Fargo Wire Transfer Initiated



[wellsfargo.com](https://www.wellsfargo.com)

Your Wire Transfer is being processed

You recently submitted the following transfer:

Transfer details

To account	XXXXXX2720
From account	XXXXXX4082
Amount	\$399.00
Send on	11/30/2016
Description	Retainer
Confirmation number	OW00000133620322

If you did not submit this transfer, or if you have questions, please call Wells Fargo Online Customer Service at 1-800-956-4442. We are available 24 hours a day, 7 days a week

[wellsfargo.com](https://www.wellsfargo.com) | [Fraud Information Center](#)

Please do not reply to this automated email. Sign on to send a [secure email](#).

1dd3603d-70ba-49b0-bbf4-73cc5ae4cd24

Dennis Brewer

From: Dennis Brewer <[REDACTED]>
Sent: Wednesday, November 30, 2016 1:17 PM
To: 'Michael Strasser'
Subject: WinnettOrganics
Attachments: WinnettOrganics Investor Presentation 161115.pptx; WinnettOrganics Group PPM 160701.pdf; WO Financial Projection 2017 2021 161107.xlsx; WinnettOrganics Retailer Presentation 161002.pptx; btarazewich-gmail.com-8902-resume.docx; Dennis Brewer Resume 3.pdf

Michael – Nice to speak with you again. Attached please find our investor presentation, retailer presentation, financial projection, and a slightly out of date PPM. We are currently working on a new Business Plan which will be available in ten days or less.

We are not currently farming Hyder due to a disagreement between the two partners who are the landlords at Hyder. They were to provide 2500 acres of developed land and \$23 million for us to ramp that operation but failed to provide either by September when needed to begin operations there. We still expect that 15,000 total acres to be available to us by next fall when the season begins again there.

We are in the process of working to raise \$60 million equity for our operation at Kingman to commence in the spring of 2017 with first harvest in June. That land will be owned by us, with a \$20 million down payment we need to make in January. The \$40 million balance will be used to ramp operations on 6,575 conventional acres and 2500 organic acres on that 16,000 acre farm. The financial projections you have reflect this June first harvest date.

We anticipate orders from Kroger and Walmart in the next several weeks and will be working with Costco and Albertsons toward the same end early next year.

I am currently raising a million so that we can bring on our President to assist me with the sales process with the top 20 retailers and wholesalers. He has 28 years of sales and general management experience with companies such as Taylor Farms and Dole Fresh. I have attached resumes for the two of us and brief bios of the team are included below. Information on current investors and vendor commitments is shown below as well.

Our investors are a farmer/logistics company CEO, a banking CEO, and me. We have a commitment of \$75 million from Target Logistics, a subsidiary of \$1.5 billion Algeco Scotsman. Target Logistics is a personnel logistics firm which will be providing housing at our farms. MetLife and Barings, an international investor with a major Connecticut-based land investment fund (and a sub of MassMutual), have agreed to finance the \$72 million of our Kingman farm that we will not yet own outright. Our Hyder farmland lessor, Diversified Farms, is working toward a \$56 million commitment in January to develop the land at Hyder so we would not be expending our own resources to develop it. Our greenhouse provider has committed to construct our solar-powered greenhouses, farm pre-cooling terminals, and our central packing/distribution plant, \$104 million total, and up to \$180 million if we include the 3,000 acres of CEA we will be building in the next several years. The 40 megawatts of related solar power development will cost \$2.5 million per megawatt and is in addition to this amount. This financing is coming through Deutsche Bank.

We are working an agreement with Ryder to fund our \$33 million fleet of 100 tractors and 200 reefer trailers for shuttle and OTR operations. We are also working with several vendors to select our \$30 million to \$50 million automated pallet and case picking systems and expect to lease this technology through LeaseQ, a Boston-based equipment finance company.

In addition to this \$400 million to \$650 million of equity, debt, and lease funding, I am working with our investment bankers, Dominick and Dickerman, on the investments which will come simultaneously with agreements with large customers, ranging from \$60 million to the billion dollar accelerated program we have discussed. Institutional investors will be making these investments. Dominick and Dickerman, a Wall Street presence since 1870 and holder of NYSE Seat Number 3, has confirmed their expectation of additional funding. You may contact Michael Callahan, Managing Director, for further details, if you wish, at 646-780-8432 direct.

Our President's resume and mine are attached. Here are briefs on some of our key staff:

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 was instrumental in the turnaround of a \$2.8 billion distribution company. He is past Chair of the Board of Puget Consumers Coop, a \$229 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 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.

Bill Tarazewich, President, has worked as a Vice President of Taylor Farms. He was promoted from General Manager - Dallas to oversee company assistance with profitability and volume growth with all seven regional processing facilities. He also integrated a strategic acquisition with company operations. As General Manager and as Vice President Sales, he ran the Dallas operations of Taylor Farms and was largely responsible for the turnaround of the division from the least profitable division to one of the most profitable. He previously held increasingly responsible sales positions at Tanimura and Antle, Washington Apple Commission, and Dole Fresh over his twenty-eight year career. He holds a BA in Business Management.

Rafael Gomez, Vice President of Food Safety/QA and Organic Integrity, worked as a Food Safety/ QA Senior Manager for Morada Produce Co. Morada Farming LLC. He was the program developer and implementer for many different commodities and took care of 3rd party auditing, working closely with many large retailers as well as foreign countries. Gomez has also worked as a Director of Food and Safety and Quality Assurance, developing a strong food safety team knowledgeable to oversee all aspects of a Food Safety and QA Program. He implemented a GFSI food safety level program and formed as well as managed a robust EMP program with trending data, and helped design an in-house laboratory to run onsite testing (APC). For five years, Gomez ran his own food safety consulting firm helping clients in the development and implementation of their Food Safety/QA programs, certifications and compliance with the State and Federal regulations and-or buyer requirements. He has worked with over 20 different commodities from root vegetables to tree fruits, citrus and tree nuts. Gomez has degrees in architectural design and construction management engineering, as well as an extensive amount of certifications and licenses including HACCP, GFSI, Global GAP Option I and II, Organic, Quality Assurance, Fields Food Safety (GAP), MRL Chemicals, Microbiology Lab Certified, and more.

Bruce Blitch, Chief Information Officer, began his professional life working for Fluor Corporation one of the world's largest Engineering & Construction companies. Mr. Blitch worked in senior accounting positions at

Fluor's Saudi Arabian headquarters, and the Japanese field office of a global construction project. Mr. Blitch went on to become Project Group Leader for Finance Systems in Fluor's HQ. Mr. Blitch served as CFO, EVP for Systems & Finance for The Spring Mountain Group, a financial services company with 30+ branches comprised of a federally chartered Savings & Loan and California's largest real estate closing company. He then became the inaugural CIO for Tessengerlo Kerley Inc. (TKI), an international \$500 million business and the world leader in specialty liquid fertilizers. While there he served on the Board of Directors for two agriculture industry ecommerce projects involving 31 companies in the Crop Nutrition and Crop Protection segments. He was a founding member of AgGateway, and served as Chairman and its first President. AgGateway is an industry supported organization of 225+ Global and North American companies serving agriculture, and collaborating on the implementation of e-commerce. Mr. Blitch became Global CIO for TKI's Belgian parent, Tessengerlo Group, a \$2.8 billion worldwide company providing solutions in natural resources, agriculture, food and water management. Mr. Blitch has spoken on ecommerce in agriculture at several international agricultural industry conferences. He has also been widely quoted in the IT industry press, and has presented at major software industry and user group conferences on ERP implementations.

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

Mark Vindiola, Director of Human Resources brings over 20 years of experience in human resources, risk management, strategic planning and organizational development. Vindiola has extensive knowledge in all areas of human resources and employee safety. He became the first HR Director for Grower Express, a large 40,000 acre grower / shipper of organic and conventional vegetables in Salinas, CA where he built the human resource department from the bottom up. He developed and implemented policies and procedures, and developed and trained all management to achieve company goals and objectives. Mark reduced the company's experience modification from 1.27 to .73 by implementing a company-wide safety program, which significantly reduced workers compensation premium costs. Mark has developed and implemented HR strategic planning for six companies including the development of mission statements, clarification of objectives, coordination of planning teams, and achieving acceptance and implementation of plans. He has directed the design and installation of five user-friendly human resource information systems used in many large companies. Mark has also been the HR Director of Bornt Family Farms in Holtville, CA, Food Service Insurance Managers in Roseville, CA, and other businesses. Mark has a BA degree in Business Administration from San Diego State University.

We also have several consultants working with us on issues including growing in field conditions, growing in greenhouse and shadehouse conditions, root vegetable storage, post-harvest cooling and handling, packaging, and packing lines in our central packing/distribution facility. These specialized consultants have between 35 and 45 years of relevant experience.

Regards,
Dennis

Dennis Brewer
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