



August 9, 2012

Sent by e-mail

**Letter of Intent**

Steve Williams  
31320 IH-10 West,  
Suite C  
Hunting Country Real Estate LLC  
Boerne, TX 78006  
stevewilliams@huntingcountry.net

Re: Approximately 800 acres located in Dallam County Texas, including all right, title and interest in the surface, current and future mineral estate and wind estate owned by seller.

Dear Mr. Williams,  
Please accept this Letter of Intent as our sincere interest to purchase the above referenced property. This letter sets forth the interest of WinnettOrganics in the acquisition of the property subject to the following terms and conditions:

Purchaser: Winnett Perico, Inc.

Purchase Price: \$1,295,000.00

Terms: Escrow Funds will be available NLT 28 September 2012. The seller will receive the full amount of \$1,295,000.00 at closing. Winnett will escrow this arrangement at 3% of the purchase price of the property as soon as funds become available. This offer becomes binding as of escrow funds being received.

Buyer accepts property in as is condition; all equipment will be left in a satisfactory and maintained condition. Buyer will be allowed to inspect equipment and wells at buyer's expense. Subject to Buyer's ability to obtain adequate financing, in its sole discretion.

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Post Office Box 144  
Ramsey, NJ 07446

 8-10-12  
970-744-3205  
www.winnettorganics.com

Mr. Steve Williams  
August 9, 2012

These initial agreements will be part of a completed Texas Farm and Ranch Contract TREC Form 25-8.

Closing will occur immediately after escrow funding is available, NLT 15 November, 2012 or when current Lessees harvest the existing crops to complete Lease requirements. Seller will retain any crop share or cash rent proceeds from the existing lease agreement.

Title Company: Dalhart Abstract, Dalhart Texas

Mr. Williams, should the above terms meet your clients' approval, please have them execute below for the initial negotiation and we will proceed towards binding contracts of sale (Texas Farm and Ranch Sales contract).

If not signed by Seller, this Letter of Intent shall expire in three (3) days.

Sincerely,

  
Dennis Brewer  
CEO, WinnettOrganics

**Agreed as written:**

Seller Name: Mr. Rich Dunker

Authorized Signature:



Title: Owner

Date: 8-10-12



Date of this notice: 08-24-2012

Employer Identification Number:  
46-0858807

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933

WINNETT PERICO INC  
450 ISLAND RD APT 35  
RAMSEY, NJ 07446

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-0858807. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2013

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



9. Certification.

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

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

Prince Zayid Mohammed:

Signature \_\_\_\_\_

**ZAYID MOHD KSA LTD.**  
Date \_\_\_\_\_  
Sign \_\_\_\_\_

Accepted by Company:  
Winnett Perico, Inc.

*Zayid -*

\_\_\_\_\_  
By Dennis S. Brewer  
Its Chief Executive Officer

Date: October \_\_\_\_\_, 2012

Post Office Box 144  
Ramsey, NJ 07446

Telephone: +19707443205





Colorado Secretary of State  
 Date and Time: 10/22/2012 10:22 AM  
 ID Number: 20121579260  
 Document number: 20121579260  
 Amount Paid: \$50.00

Document must be filed electronically.  
 Paper documents will not be accepted.

Document processing fee  
 Fees & forms/cover sheets  
 are subject to change.

To access other information or print  
 copies of filed documents,  
 visit [www.sos.state.co.us](http://www.sos.state.co.us) and  
 select Business Center.

\$50.00

ABOVE SPACE FOR OFFICE USE ONLY

### Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

**WINNETT PERICO, INC.**

*(The name of a corporation must contain the term or abbreviation "corporation", "incorporated", "company", "limited", "corp.", "inc.", "co." or "Ltd.". See §7-90-601, C.R.S. If the corporation is a professional or special purpose corporation, other law may apply.)*

**(Caution:** The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address

**1635 Foxtrail Drive**

*(Street number and name)*

**Loveland**

*(City)*

**CO**

*(State)*

**80538**

*(ZIP/Postal Code)*

**United States**

*(Country)*

*(Province – if applicable)*

Mailing address

**(leave blank if same as street address)**

**450 Island Road 35**

*(Street number and name or Post Office Box information)*

**Ramsey**

*(City)*

**NJ**

*(State)*

**07446**

*(ZIP/Postal Code)*

**United States**

*(Country)*

*(Province – if applicable)*

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

*(if an individual)*

**OR**

*(if an entity)*

**(Caution:** Do not provide both an individual and an entity name.)

**Corporation Service Company**

Street address

**1560 Broadway**

*(Street number and name)*

**Suite 2090**

**Denver**

*(City)*

**CO**

*(State)*

**80202**

*(ZIP/Postal Code)*

Mailing address

(leave blank if same as street address)

\_\_\_\_\_  
(Street number and name or Post Office Box information)

\_\_\_\_\_  
(City)

CO  
(State)

\_\_\_\_\_  
(ZIP/Postal Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name

(if an individual)

BREWER

(Last)

DENNIS

(First)

(Middle)

(Suffix)

**OR**

(if an entity)

(**Caution:** Do not provide both an individual and an entity name.)

Mailing address

450 ISLAND ROAD 35

(Street number and name or Post Office Box information)

RAMSEY

(City)

NJ

(State)

07446

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

(If the following statement applies, adopt the statement by marking the box and enter the number of shares.)

☒ The corporation is authorized to issue 20,000,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ Additional information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

(**Caution:** At least one box must be marked. Both boxes may be marked, if applicable.)

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

7. (**Caution:** Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)



**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

BREWER	DENNIS		
(Last)	(First)	(Middle)	(Suffix)
450 ISLAND ROAD 35			
(Street number and name or Post Office Box information)			
<hr/>			
RAMSEY	NJ	07446	
(City)	(State)	(ZIP/Postal Code)	
United States			
(Province – if applicable)		(Country)	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

9.2 Periodic audits, at least annually, shall be made upon said books at such time as authorized by the Board of Directors by persons designated by the same and copies of said audit shall be furnished to all Venturers.

9.3 It is understood and agreed that the method of accounting used by the Chief Financial Officer shall be based upon generally accepted accounting principles.

## ARTICLE X

### RESOLUTION OF DISPUTES

10.1 All disputes arising out of this Joint Venture Agreement between the Venturers that are not resolvable by good faith negotiations by the same, shall be settled by arbitration under the rules of the American Arbitration Association, Inc. In so agreeing the Parties expressly waive their right, if any, to a trial by jury of these claims and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and enforceable in any court having jurisdiction over the same.

## ARTICLE XII

### OTHER PROVISIONS

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

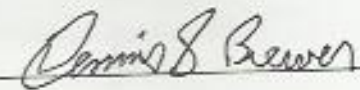
11.2 This agreement is binding upon the heirs, court appointed representatives, assigns, and successors of the Parties.

11.3 This agreement shall be governed by the laws of the state of Texas.

So agreed and executed this 22nd day of October, 2012.

  
\_\_\_\_\_  
Prince Zayid Mohammed  
Plot 68, Road 5,



  
\_\_\_\_\_  
Dennis Brewer  
Post Office Box 144





## RJ LUMBA

125 Parkway Road, Unit 1312 • Bronxville, NY 10708 • (646) 784-0780 • [rj.lumba@gmail.com](mailto:rj.lumba@gmail.com)

### *Experience*

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**DEUTSCHE BANK** (New York, NY)

**April 2012 – Present**

**Senior Consultant – Global Social Investments.**

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

**LAZARD FRÈRES** (New York, NY)

**2010 – March 2012**

**Vice President – Alternative Capital Finance.** Private Placements.

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

**BANK OF AMERICA MERRILL LYNCH** (New York, NY)

**2006 – 2010**

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

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

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

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

**TECHNOSERVE** (Washington DC / Lima, Peru)

**2003 – 2004**

**Financial Services Manager.** Latin America Region.

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

**PROFUND INTERNACIONAL** (San Jose, Costa Rica)

**2001 – 2003**

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

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

**ROBERTSON STEPHENS** (San Francisco, CA)

**2000 – 2001**

**Analyst – Investment Banking.** Mergers and Acquisitions Group.

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

**ARTHUR ANDERSEN** (Washington DC)

**1998 – 2000**

**Staff Auditor.** Business Assurance Group.

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

### *Education*

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**CORNELL UNIVERSITY** (Ithaca, NY)

**2004 – 2006**

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

**UNIVERSITY OF VIRGINIA** (Charlottesville, VA)

**1994 – 1998**

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

### *Additional Information*

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

*Certificate*

*No.* 003

*For* 100,000 *Shares*

*Issued to*

Dennis Merck

*Dated* 12/2/2012

*From whom transferred*

*Dated*

<i>No. Original Certificate</i>	<i>No. Original Shares</i>	<i>No. Shares Transferred</i>

*Received Certificate No.* \_\_\_\_\_

*For* \_\_\_\_\_ *Shares*

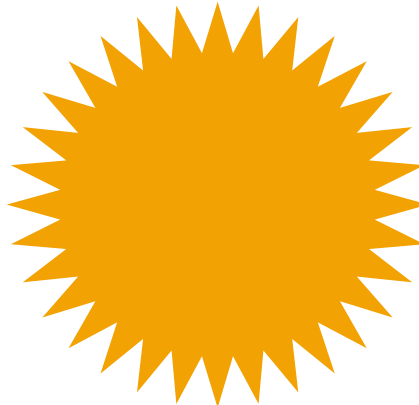
*this* \_\_\_\_\_ *day of* \_\_\_\_\_

*No.* 003

*Shares* 100,000

Winnett Perico, Inc.

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



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

*Dennis J. Bower*



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

For Value Received,

Certificate, and do hereby irrevocably constitute and appoint

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

Dated

In presence of

\_\_\_\_\_ hereby sell, assign and transfer unto

Shares represented by the within

Attorney to transfer the said Shares on

\_\_\_\_\_

\_\_\_\_\_

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

## LETTER OF INTENT

December 11, 2012

Steve Williams  
31320 IH-10 West,  
Suite C  
Hunting Country Real Estate, LLC  
Boerne, TX 78006  
stevewilliams@huntingcountry.net

Re: Approximately 1720 acres and 4730 acres located in Dallam County Texas, including all right, title and interest in the surface, current and future mineral estate and wind estate owned by seller; as listed by agent and/or seller.

Dear Mr. Williams,  
Please accept this Letter of Intent as our sincere interest to purchase the above referenced properties. This letter sets forth the interest of Winnett Perico, Inc. in the acquisition of the properties subject to the following terms and conditions:

Purchaser: Winnett Perico, Inc.

Purchase Price: \$8,700,000.00

Terms: The seller will receive the full amount of \$8,700,000.00 at closing and will promptly lend \$500,000 to Dennis Brewer with a five year 3.25% interest only Promissory Note at closing -- Note will be secured by a second deed of trust on subject properties. Winnett will escrow this arrangement at 3% of the purchase price of the property as soon as funds become available. This offer becomes binding as of escrow funds being received. This offer is subject to Buyer obtaining adequate financing, in its sole discretion.

Buyer accepts property in as is condition; all equipment will be left in a satisfactory and maintained condition. Buyer will be allowed to inspect equipment and wells at buyer's expense.

Until a valid Texas contract with earnest money deposit is executed by Seller and Purchaser, Seller may negotiate with any other party for the sale of the property or any part thereof and may terminate this letter of intent if negotiations between Seller and a third party result in a



contract or negotiations acceptable to Seller indicating that a contract will be executed. Any third party may also negotiate with Seller for the purchase of the property without such negotiations constituting an infringement upon the contract rights of Purchaser.

These initial agreements will become part of a completed Texas Farm and Ranch Contract TREC Form 25-8.

Closing will occur as soon as practical after escrow funding is available. Seller will retain any 2012 crop share or cash rent proceeds from the existing lease agreement.

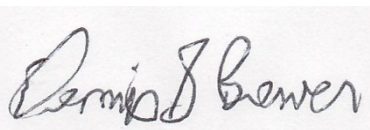
Title Company: Dalhart Abstract, Dalhart, Texas

Mr. Williams, should the above terms meet your client's approval, please have them execute below for the initial negotiation and we will proceed towards a binding contract of sale (Texas Farm and Ranch Sales contract). This letter expires in three days if unsigned by seller.

Sincerely,

Winnett Perico, Inc.

By:



Date: December 11, 2012

Agreed and Accepted by Seller

Seller \_\_\_\_\_

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



Charles R. Jackson  
PO Box 28344  
Columbus OH 43228  
[charlesjackson077@gmail.com](mailto:charlesjackson077@gmail.com)

## **Professional Experience**

Performance-driven, insightful investment banker with more than 36 years of experience

- Began as a trader with Merrill Lynch
- Worked primarily with start-up organizations and small to medium size companies with annual revenues of 10 to 50 million dollars
- Worked in an advisory capacity with companies in re-structuring debt, mergers and acquisitions and raising equity financings

## **Key Accomplishments**

Involved in over one billion dollars of transactions throughout investment banking career

- Participated in financings for the real estate, lumber, hospitality, travel, technology, healthcare, ethanol, bio-fuels and agriculture industries

Extensive international experience

- Lived in nine different countries during work related projects - primarily Latin America and Western Europe

## **EDUCATION AND CREDENTIALS**

- Bachelor's Degree, North Carolina State University
- Studied German language, Goethe Institute, Munich, Germany.
- Completed two European History internships, Oxford, England
- Grant Writing, Wake Technical Institute and Duke University
- Membership with the American Association of Grant Professionals.

## **Interests**

- Teaching Day trading to senior citizens
- Volunteer work with charitable organizations.
- Ardent hunter and fisherman.



## CONSULTING SERVICES AGREEMENT

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

The parties agree as follows:

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

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

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

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

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

Consultant

By: 

Date: 6/20/13

Company

By: 

Date: 6/14/2013



10/21/2013  
**Sales Office Hours**  
 M - F 7:00 AM - 4:00 PM  
 SAT 7:30 AM - 9:00 AM  
 Sales Office 861-845-3758



Todd Linsky VP of Organic Sales  
 Carl Williams - Sales Manager  
 Greg McAllister - Procurement Manager  
 Chris Devan - Sales  
 Mike Reeks - Sales  
 Stephanie Camargo - Sales  
 Tammy Criswell - Sales  
 Imelda Vidaurri - Sales

Cell 661-342-3409  
 Cell 661-808-0058  
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 Fax 661-845-4693

Lamont shipping: 661-845-2315  
 Appointment line: 866-328-6867  
 Mon 5 a.m. thru Saturday 8 p.m. - (24 hours)  
 Sunday - Closed

Sleeve / Twist tie Charge \$2.00 - Pallets \$ 8.00

				BULK ITEMS				CARROTS			
Arugula	12ct/24ct	11.10 / 16.10	L		Beets - Red	25Lb	Out	L	Carrot-Table	25Lb	14.35
Beets - Red	12ct/24ct	17.85 / 28.85	L	Tues	Beets-Gold	25Lb	28.85	L	Carrots-Clip	50Lb	28.70
Beets-Gold	12ct/24ct	13.85 / 20.85	L		Beets-Chioggia	25#	16.85	L	Carrots-Jumbo	25Lb	17.00
Bok Choy	45lb	Out	L	Friday	Daikon	25Lb	22.85	L	Carrots-Cello	1,2,5#	28.70
Bok Choy - Baby	20Lb	34.85	L		Turnips	25Lb	24.85	L	Carrots- Juice	15 lb	9.50
Broccoll	14ct	36.85	L	Tues	Rutabaga	25lb	34.85	L	Carrots- Juice	26Lb	12.00
Cabbage-Green	45lb	Out	N/A						Carrots- Juice	50Lb	23.00
Cabbage-Red	45Lb	40.10	L		DRY ONIONS - NEW CROP				Peeled Cuts	15/2	25.50
Carrots Bunched	12ct/24ct	15.50 / 24.50	L		Yellow	Jumbo	20.85	L	Peeled Cuts	30/1	25.50
Carrots Petite	12ct/24ct	15.50 / 24.50	L		Yellow sticker	Jumbo	21.35	L	Peeled Cuts	24/4/3	22.00
Cauliflower	12ct	Call	N/A	Late week	Yellow	Med	20.85	L	Peeled Cuts	8x5	34.00
Cauliflower	16ct	Call	N/A	Late week	Yellow	24x2	22.85	L	Peeled Cuts	4x5	17.00
Chard-Green	12ct/24ct	13.10 / 20.10	L		Yellow	16x3	22.85	L	Peeled cuts- Yllw	24x1	21.40
Chard-Rainbow	12ct/24ct	18.10 / 30.10	L	Tues	Red	med	23.85	L	Peeled cuts- Yllw	30x1	26.40
Chard-Red	12ct/24ct	15.10 / 24.10	L		Red	Jmb	23.85	L	Peeled cuts- Yllw	4x5	17.50
Cilantro	30ct	28.85	L	Wed	Red	16x3	25.85	L	Peeled cuts- Yllw	2x5	9.00
Collards	12ct/24ct	13.10 / 20.10	L		White	Jmb	28.85	L	Snack pack	20/6/2	18.75
Daikon - Bunch	45Lb	24.85	L		White	Med	28.85	L	Dippers	12x3x3	18.00
Dandy - Green	12ct/24ct	15.85 / 28.85	L		White	P-pack	OUT	L	Car Chips	18X1	18.00
Dandy - Red	12ct/24ct	15.85 / 28.85	L						Car Chips CalO	10x1	10.00
Dill	24ct	24.85	L		POTATOES - NEW CROP				Shred	18x10oz	15.00
Fennel	12ct/24ct	16.85 / 26.85	L		Gold	A	32.85	L	Shred	12x10oz	10.00
Green Onions	48ct	36.10	L		Gold	B	28.85	L	Mixed Shred	2x5	8.00
Kale-Green	12ct/24ct	21.10 / 36.10	L	Tues	Gold	10x5	30.85	L	Mixed Shred	4x5	16.00
Kale-Lacinato	12ct/24ct	20.10 / 34.10	L		Gold	16x3	30.85	L	Mixed Shred	12x10oz	10.75
Kale-Red	12ct/24ct	20.10 / 34.10	L	Tues	Gold	24x2	30.85	L	Steamed Carrots 12x12oz		12.25
Leaf - Iceberg	12ct/24ct	Out	L		Gold	#2	22.85	L	VALUE ADDED		
Leaf - Butter	12ct/24ct	12.10 / 18.10	L		Red	A	30.85	L	Green Cabbage	24ct bag	Out
Leaf - Red Butter	12ct/24ct	14.10 / 22.10	L		Red	B	26.85	L	Red Cabbage	24ct bag	Out
Leaf - Green	12ct/24ct	Out	L		Red	10x5	26.85	L	Green Onion	24/2#	39.10
Leaf - Red	12ct/24ct	17.10 / 28.10	L		Red	16x3	26.85	L	GREENHOUSE TOMATOES		
Leaf - Rom Green	12ct/24ct	Out	L		Red	24x2	26.85	L	Red TOV's	11#	25.85
Leeks	12ct	32.85	L	Limited	Red	#2	20.85	L	Red JOV's	12/1#	16.85
Leeks	20#	30.85	L	Limited	Russet	10x5	28.85	L	VF #2	20#	8.65
Mustard Greens	12ct/24ct	13.85 / 20.85	L		Russet	16x3	28.85	L	SWEET POTATO		
Parsley - Curly	30 ct	16.85	L		Russet	60 to 80ct	20.85	L	Garnet	# 1	16.85
Parsley - Italian	30 ct	16.85	L		Russet	50ct	20.85	L	Garnet	# 1 Med	14.85
Radish	24ct	28.85	L		Russet	90ct	20.85	L	Garnet	# 2 Sm	10.85
Radish Easter	24 ct	28.85	L	Friday	Russet	100ct	18.85	L	Garnet	# 2 Lg	10.85
Spinach	12ct/24ct	20.10 / 34.10	L	Thur	Russet	#2	14.85	L	Jewel	# 1 Med	14.85
Brussel Sprouts	Call	Call	N/A	Late week	White - Avalanche - A		14.85	L	Jewel	# 2 Sm	10.85
Celery	Call	Call	N/A	Late week	White - Avalanche - B		Out	L	Jewel	# 2 Lg	10.85
Green Beans	Call	Call	N/A	Late week							

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10/28/2013  
Sales Office Hours  
M - F 7:00 AM - 4:00 PM  
SAT 7:30 AM - 9:00 AM  
Sales Office 661-845-3758



Todd Linsky VP of Organic Sales  
Carl Williams - Sales Manager  
Greg McAlister - Procurement Manager  
Chris Devan - Sales  
Mike Reeks - Sales  
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Sunday - Closed

Sleeve / Twist tie Charge \$2.00 - Pallets \$ 8.00

Commodity	Pack	Price	L/C	Comment	Commodity	Pack	Price	L/C	Comment	Commodity	Pack	Price
Arugula	12ct/24ct	11.10 / 16.10	L		<b>BULK ITEMS</b>					<b>CARROTS</b>		
Beets - Red	12ct/24ct	17.85 / 28.85	L		Beets - Red	25Lb	Out	L		Carrot-Table	25Lb	14.35
Beets-Gold	12ct/24ct	15.85 / 24.85	L		Beets-Gold	25Lb	28.85	L		Carrots-Clip	50Lb	28.70
Bok Choy	45lb	Out	L		Beets-Chioggia	25#	12.85	L		Carrots-Jumbo	25Lb	17.00
Bok Choy - Baby	20Lb	Out	L		Daikon	25Lb	22.85	L		Carrots-Cello	1,2,5#	28.70
Broccoli	14ct	Call	L	Late week	Turnips	25Lb	24.85	L		Carrots- Juice	15 lb	9.50
Cabbage-Green	45Lb	42.10	L	Tues	Rutabaga	25lb	Out	L		Carrots- Juice	25Lb	12.00
Cabbage-Red	45Lb	40.10	L							Carrots- Juice	50Lb	23.00
Carrots Bunched	12ct/24ct	15.50 / 24.50	L		<b>DRY ONIONS - NEW CROP</b>					Peeled Cuts	15/2	25.50
Carrots Petite	12ct/24ct	15.50 / 24.50	L		Yellow	Jumbo	20.85	L		Peeled Cuts	30/1	25.50
Cauliflower	12ct	Call	L	Late week	Yellow sticker	Jumbo	21.35	L		Peeled Cuts	24/4/3	22.00
Cauliflower	16ct	Call	L	Late week	Yellow	Med	20.85	L		Peeled Cuts	8x5	34.00
Chard-Green	12ct/24ct	13.10 / 20.10	L		Yellow	24x2	22.85	L		Peeled Cuts	4x5	17.00
Chard-Rainbow	12ct/24ct	18.10 / 30.10	L	Tues	Yellow	16x3	22.85	L		Peeled cuts- Yllw	24x1	21.40
Chard-Red	12ct/24ct	17.10 / 28.10	L		Red	med	23.85	L		Peeled cuts- Yllw	30x1	26.40
Cilantro	30ct	28.85	L	Tues	Red	Jmb	23.85	L		Peeled cuts- Yllw	4x5	17.50
Collards	12ct/24ct	13.10 / 20.10	L		Red	16x3	25.85	L		Peeled cuts- Yllw	2x5	9.00
Daikon - Bunch	45Lb	24.85	L		White	Jmb	28.85	L		Snack pack	20/6/2	18.75
Dandy - Green	12ct/24ct	15.85 / 26.85	L		White	Med	28.85	L		Dippers	12x3x3	18.00
Dandy - Red	12ct/24ct	15.85 / 26.85	L		White	P-pack	OUT	L		Car Chips	18X1	18.00
Dill	24ct	24.85	L							Car Chips CalO	10x1	10.00
Fennel	12ct/24ct	16.85 / 26.85	L		<b>POTATOES - NEW CROP</b>					Shred	18x10oz	15.00
Green Onions	48ct	36.10	L		Gold	A	32.85	L		Shred	12x10oz	10.00
Kale-Green	12ct/24ct	21.10 / 36.10	L	Wed	Gold	B	28.85	L		Mixed Shred	2x5	8.00
Kale-Lacinato	12ct/24ct	21.10 / 36.10	L	Tues	Gold	10x5	30.85	L		Mixed Shred	4x5	16.00
Kale-Red	12ct/24ct	21.10 / 36.10	L	Tues	Gold	16x3	30.85	L		Mixed Shred	12x10oz	10.75
Leaf - Iceberg	12ct/24ct	Call	L	Late week	Gold	24x2	30.85	L		Steamed Carrots 12x12oz		12.25
Leaf - Butter	12ct/24ct	Out	L		Gold	#2	22.85	L		<b>VALUE ADDED</b>		
Leaf - Red Butter	12ct/24ct	Out	L		Red	A	30.85	L		Green Cabbage	24ct bag	Out
Leaf - Green	12ct/24ct	Out	L		Red	B	26.85	L		Red Cabbage	24ct bag	Out
Leaf - Red	12ct/24ct	17.10 / 28.10	L	Few - Wed	Red	10x5	26.85	L		Green Onion	24/2#	39.10
Leaf - Rom Green	12ct/24ct	Out	L		Red	16x3	26.85	L		<b>GREENHOUSE TOMATOES</b>		
Leeks	12ct	32.85	L	Limited	Red	24x2	26.85	L		Red TOV's	11#	25.85
Leeks	20#	30.85	L	Limited	Red	#2	20.85	L		Red JOV's	12/1#	16.85
Mustard Greens	12ct/24ct	13.85 / 20.85	L		Russet	10x5	28.85	L		VF #2	20#	8.85
Parsley - Curly	30 ct	16.85	L		Russet	16x3	28.85	L		<b>SWEET POTATO</b>		
Parsley - Italian	30 ct	20.85	L	Tues	Russet	60 to 80ct	20.85	L		Garnet	# 1	16.85
Radish	24ct	28.85	L	Tues	Russet	50ct	20.85	L		Garnet	# 1 Med	14.85
Radish Easter	24 ct	28.85	L	Thur	Russet	90ct	20.85	L		Garnet	# 2 Sm	10.85
Spinach	12ct/24ct	20.10 / 34.10	L		Russet	100ct	18.85	L		Garnet	# 2 Lg	10.85
Brussel Sprouts	10#	34.85	L		Russet	#2	14.85	L		Jewel	# 2 Sm	10.85
Brussel Sprouts	12/1	38.85	L		White - Avalanche - A		14.85	L		Jewel	# 2 Lg	10.85
Celery	24ct / 30ct	28.85	L		White - Avalanche - B		Out	L				
Green Beans	30#	42.85	L	Tues								

11/4/2013

## Sales Office Hours

M - F 7:00 AM - 4:00 PM

SAT 7:30 AM - 9:00 AM

Sales Office 661-845-3758



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Lamont shipping: 661-845-2315

Appointment line: 866-328-8867

Mon 5 a.m. thru Saturday 8 p.m. - (24 hours)

Sunday - Closed

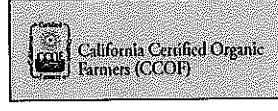
Sleeve / Twist tie Charge \$2.00 - Pallets \$ 8.00

Arugula	12ct/24ct	11.10 / 16.10	L		Radish Easter	24 ct	28.85	L	Thur	CARROTS		
Beets - Red	12ct/24ct	17.85 / 28.85	L		Spinach	12ct/24ct	18.10 / 26.10	L		Carrot-Table	25Lb	14.35
Beets-Gold	12ct/24ct	15.85 / 24.85	L							Carrots-Clip	50Lb	28.70
Bok Choy	45lb	Out	L		BULK ITEMS					Carrots-Jumbo	25Lb	17.00
Bok Choy - Baby	20Lb	28.85	L	Wed	Beets - Red	25Lb	Out	L		Carrots-Cello	1,2,5#	28.70
Broccoli	14ct	36.85	L	Tues	Beets-Gold	25Lb	28.85	L		Carrots- Juice	15 lb	9.50
Brussel Sprouts	10#	34.85	L		Beets-Chioggia	25#	12.85	L		Carrots- Juice	25Lb	12.00
Brussel Sprouts	12/1	38.85	L	Thur	Daikon	25Lb	22.85	L		Carrots- Juice	50Lb	23.00
Cabbage-Green	45Lb	34.10	L		Turnips	25Lb	24.85	L		Peeled Cuts	15/2	25.50
Cabbage-Red	45Lb	40.10	L		Parsnips	25#	Call	L	Late Week	Peeled Cuts	30/1	25.50
Carrots Bunched	12ct/24ct	15.50 / 24.50	L		Rutabaga	25lb	Call		Late Week	Peeled Cuts	24/4/3	22.00
Carrots - Rainbow	12ct/24ct	19.50 / 32.50	L		DRY ONIONS - NEW CROP					Peeled Cuts	8x5	34.00
Carrots Petite	12ct/24ct	15.50 / 24.50	L		Yellow	Jumbo	20.85	L		Peeled Cuts	4x5	17.00
Cauliflower	12ct	36.85	L	Wed	Yellow sticker	Jumbo	21.35	L		Peeled cuts- Ylhw	24x1	21.40
Cauliflower	16ct	36.85	L	Wed	Yellow	Med	20.85	L		Peeled cuts- Ylhw	30x1	26.40
Celery	24ct / 30ct	28.85	L		Yellow	24x2	22.85	L		Peeled cuts- Ylhw	4x5	17.50
Celery Hearts	18ct	28.85	L		Yellow	16x3	22.85	L		Peeled cuts- Ylhw	2x5	9.00
Chard-Green	12ct/24ct	13.10 / 20.10	L		Red	med	23.85	L		Snack pack	20/6/2	18.75
Chard-Rainbow	12ct/24ct	18.10 / 30.10	L		Red	Jmb	23.85	L		Dippers	12x3x3	18.00
Chard-Red	12ct/24ct	17.10 / 28.10	L		Red	16x3	25.85	L		Car Chips	18X1	18.00
Cilantro	30ct	OUT	L		White	Jmb	28.85	L		Car Chips CalO	10x1	10.00
Collards	12ct/24ct	13.10 / 20.10	L		White	Med	28.85	L		Shred	18x10oz	15.00
Daikon - Bunch	45Lb	24.85	L							Shred	12x10oz	10.00
Dandy - Green	12ct/24ct	15.85 / 26.85	L							Mixed Shred	2x5	8.00
Dandy - Red	12ct/24ct	15.85 / 26.85	L		POTATOES - NEW CROP					Mixed Shred	4x5	16.00
Dill	24ct	20.85	L		Gold	A	32.85	L	Limited	Mixed Shred	12x10oz	10.75
Fennel	12ct/24ct	16.85 / 26.85	L		Gold	B	28.85	L	Limited	Steamed Carrots	12x12oz	12.25
Green Onions	48ct	32.10	L		Gold	10x5	30.85	L	Limited			
Green Beans	30#	38.85	L		Gold	16x3	30.85	L	Limited	VALUE ADDED		
Kale-Green	12ct/24ct	21.10 / 36.10	L	Tues	Gold	24x2	30.85	L	Limited	Green Cabbage	24ct bag	37.10
Kale-Lacinato	12ct/24ct	21.10 / 36.10	L	Tues	Gold	#2	22.85	L	Limited	Red Cabbage	24ct bag	Out
Kale-Red	12ct/24ct	21.10 / 36.10	L	Tues	Red	A	30.85	L		Green Onion	24/2#	35.10
Leaf - Iceberg	12ct/24ct	Out	L		Red	B	26.85	L		GREENHOUSE TOMATOES		
Leaf - Butter	12ct/24ct	14.10 / 22.10	L		Red	10x5	26.85	L		Red TOV's	11#	28.85
Leaf - Red Butter	12ct/24ct	14.10 / 22.10	L		Red	16x3	26.85	L		Red JOV's	12/1#	16.85
Leaf - Green	12ct/24ct	17.10 / 28.10	L	Tues	Red	24x2	26.85	L		VF #2	20#	8.85
Leaf - Red	12ct/24ct	17.10 / 28.10	L	Tues	Red	#2	20.85	L				
Leaf - Rom Green	12ct/24ct	Out	L		Russet	10x5	28.85	L		GREEN BELL PEPPERS		
Leeks	12ct	32.85	L	Limited	Russet	16x3	28.85	L		Peppers	XL/Lg	28.85
Leeks	20#	30.85	L	Limited	Russet	50 to 80ct	Out	L		Peppers	Med	24.85
Mustard Greens	12ct/24ct	13.85 / 20.85	L		Russet	90	20.85	L		Peppers	Choice	18.85
Parsley - Curly	30 ct	16.85	L		Russet	100ct	18.85	L				
Parsley - Italian	30 ct	OUT	L		Russet	#2	14.85	L				
Parsnips	20/1	Call	L	Late week	White - Avalanche - A		14.85	L				
Radish	24ct	28.85	L									

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11/11/2013  
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Commodity	Pack	Price	L/C	Comment	Commodity	Pack	Price	L/C	Comment	Commodity	Pack	Price
Arugula	12ct/24ct	11.10 / 16.10	L		Radish Easter	24 ct	28.85	L		CARROTS		
Beets - Red	12ct/24ct	20.85 / 34.85	L		Spinach	12ct/24ct	14.10 / 22.10	L		Carrot-Table	25Lb	14.35
Beets-Gold	12ct/24ct	18.85 / 30.85	L							Carrots-Clip	50Lb	28.70
Bok Choy	45lb	28.85	L		BULK ITEMS					Carrots-Jumbo	25Lb	17.00
Bok Choy - Baby	20Lb	Out	L		Beets - Red	25Lb	Out	L		Carrots-Cello	1,2,5#	28.70
Broccoli	14ct	36.85	L		Beets-Gold	25Lb	28.85	L		Carrots- Juice	15 lb	9.50
Brussel Sprouts	10#	34.85	L		Beets-Chioggia	25#	12.85	L		Carrots- Juice	25Lb	12.00
Brussel Sprouts	12/1	Out	L		Daikon	25Lb	22.85	L		Carrots- Juice	50Lb	23.00
Cabbage-Green	45Lb	22.10	L		Turnips	25Lb	24.85	L		Carrots - #2 Rainbow 25#		
Cabbage-Red	45Lb	40.10	L		Parsnips	25#	28.85	L		Peeled Cuts	15/2	25.50
Carrots Bunched	12ct/24ct	15.50 / 24.50	L		Rutabaga	25lb	34.85	L		Peeled Cuts	30/1	25.50
Carrots - Rainbow	12ct/24ct	19.50 / 32.50	L		DRY ONIONS - NEW CROP					Peeled Cuts	24/4/3	22.00
Carrots Petite	12ct/24ct	15.50 / 24.50	L		Yellow	Jumbo	24.85	L		Peeled Cuts	8x5	34.00
Cauliflower	12ct	36.85	L		Yellow sticker	Jumbo	25.35	L		Peeled Cuts	4x5	17.00
Cauliflower	16ct	36.85	L		Yellow	Med	24.85	L		Peeled cuts- Yllw	24x1	21.40
Celery	24ct / 30ct	34.85	L	Tues	Yellow	16x3	26.85	L		Peeled cuts- Yllw	30x1	26.40
Celery Hearts	18ct	34.85	L		Yellow	24x2	26.85	L		Peeled cuts- Yllw	4x5	17.50
Chard-Green	12ct/24ct	13.10 / 20.10	L		Yellow	16x3	26.85	L		Peeled cuts- Yllw	2x5	9.00
Chard-Rainbow	12ct/24ct	18.10 / 30.10	L		Red	med	23.85	L		Snack pack	20/6/2	18.75
Chard-Red	12ct/24ct	17.10 / 28.10	L		Red	Jmb	23.85	L		Dippers	12x3x3	18.00
Cilantro	30ct	28.85	L	Tues	Red	16x3	25.85	L		Car Chips	18X1	18.00
Collards	12ct/24ct	15.10 / 24.10	L	Tues	White	Jmb	28.85	L		Car Chips CalO	10x1	10.00
Daikon - Bunch	45Lb	24.85	L		White	Med	28.85	L		Shred	18x10oz	15.00
Dandy - Green	12ct/24ct	15.85 / 26.85	L		POTATOES - NEW CROP					Shred	12x10oz	10.00
Dandy - Red	12ct/24ct	15.85 / 26.85	L		Gold	10x5	30.85	L	Limited	Mixed Shred	2x5	8.00
Dill	24ct	22.85	L		Gold	16x3	30.85	L	Limited	Mixed Shred	4x5	16.00
Fennel	12ct/24ct	16.85 / 26.85	L		Gold	24x2	30.85	L	Limited	Mixed Shred	12x10oz	10.75
Green Onions	48ct	32.10	L		Gold	#2	22.85	L	Limited	Steamed Carrots	12x12oz	12.25
Green Beans	30#	38.85	L	Wed	Red	A	30.85	L		VALUE ADDED		
Kale-Green	12ct/24ct	21.10 / 36.10	L	Wed	Red	B	26.85	L		Green Cabbage	24ct bag	25.10
Kale-Lacinato	12ct/24ct	19.10 / 32.10	L	Tues	Red	10x5	26.85	L		Red Cabbage	24ct bag	43.10
Kale-Red	12ct/24ct	21.10 / 36.10	L	Tues	Red	16x3	26.85	L		Green Onion	24/2#	35.10
Leaf - Iceberg	12ct/24ct	17.10 / 28.10	L	Tues	Red	24x2	26.85	L		GREENHOUSE TOMATOES		
Leaf - Butter	12ct/24ct	14.10 / 22.10	L		Red	#2	20.85	L		Red TOV's	11#	24.85
Leaf - Red Butter	12ct/24ct	14.10 / 22.10	L		Russet	10x5	28.85	L		Red JOV's	12/1#	16.85
Leaf - Green	12ct/24ct	19.10 / 32.10	L	Tues	Russet	16x3	28.85	L		VF #2	20#	8.85
Leaf - Red	12ct/24ct	19.10 / 32.10	L	Tues	Russet	#2	14.85	L		GREEN BELL PEPPERS		
Leaf - Rom Green	12ct/24ct	20.10 / 34.10	L	Tues	White - Avalanche - A		14.85	L		Peppers	XL/Lg	20.85
Leeks	12ct	32.85	L	Limited						Peppers	Med	16.85
Leeks	20#	30.85	L	Limited						Peppers	Choice	12.85
Mustard Greens	12ct/24ct	13.85 / 20.85	L									
Parsley - Curly	30 ct	16.85	L									
Parsley - Italian	30 ct	OUT	L									
Parsnips	20/1	26.85	L	Limited								
Radish	24ct	28.85	L									



Winnett Perico, Inc., Ramsey, New Jersey

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

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

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

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

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

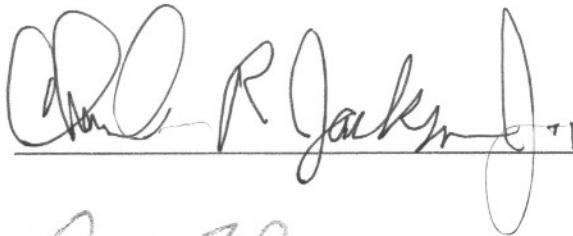
The fee and stock issuance will be paid at closing.

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

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

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

Charles R. Jackson Jr.

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

Dennis Brewer

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

This contract is dated February 7, 2014

# Alberts Organics, Inc.

## New Vendor Approval Form

Date: February 17, 2014

Your Name: Dennis Brewer

Vendor Name: innett erico, Inc.

Vendor Address: 1635 Foxtrail Drive  
Coveland, CO 80531

Vendor Phone: 970 744 3205

Vendor Fax: 970 797 1511

Contact Name: Dennis Brewer

Vendor E-mail: dennis@brewerwinnettoranics.com

Description of Vendor's Products or Services: Fresh vegetables

Business Type: ☒ Corporation  
☐ Partnership

☐ Individual/Sole Proprietor  
☐ Other

Accept American Express

☐ Yes  
☒ No

Tax ID #: 46 05 07

Payment Terms: ☐ 2%10/Net 30

☒ Net 10\*

\* Vendor payment terms are Net 10 for produce suppliers only; 2%10/Net 30 all others unless indicated below by authorized representative from Alberts Organics.

Terms if other than above:

Approval (AO) Signature:

Adele Gemignani

Please note: All bolded items must be completed or this form will be returned to you and any pending payments may be delayed.

### For AO Accounting Use Only:

GL Code:

Lawson #:

Albsys:

Notes:

Entered by: Date:



## FINDER & FINANCIAL AGREEMENT

Page 1 of 5 Initial

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

### 1. THE AGREEMENT

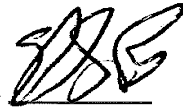
1.1 Issuer is to be part of any loan, equity investment, lease, asset based line of credit, credit facility, debt restructure or payoff, joint venture, merger or acquisition, strategic alliance, or real estate/asset sale, (the" Transaction"). The Transaction shall be on terms and conditions satisfactory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

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

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

## FINDER & FINANCIAL AGREEMENT

Page 2 of 5 Initial



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

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

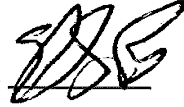
### 2. THE FEE

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



## FINDER & FINANCIAL AGREEMENT

Page 3 of 5 Initial



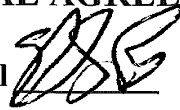
The fee for successful introductions by Finder to Issuer in the event of a Financial introduction either for loan, equity, lease, asset based line of credit, credit facility, debt restructure or payoff, joint venture, merger or acquisition, strategic alliance, or real estate/asset sale is outlined in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

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

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

## FINDER & FINANCIAL AGREEMENT

Page 4 of 5 Initial



### 3. OTHER

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

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

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

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

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

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

## FINDER & FINANCIAL AGREEMENT

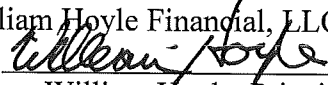
Page 5 of 5 Initial

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

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

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

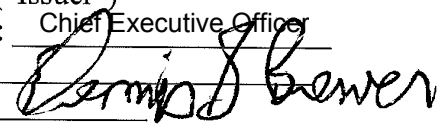
William Hoyle Financial, LLC ("Finder")

By:   
William Hoyle, Principal

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

Winnett Perico, Inc ("Issuer")

Dennis Brewer Title: Chief Executive Officer

Sign: 

Date: Feb 21, 2014



### Standard Agreement Form

FIRST NAME .....Dennis.....  
LAST NAME .....Brewer.....  
SEX .....Male.....  
HOME ADDRESS .....[REDACTED].....  
DOB .....[REDACTED].....  
MARITAL STATUS .....Divorced.....  
OCCUPATION .....Chief Executive Officer.....  
NATIONALITY .....United States.....  
QUALIFICATION .....

Affix Passport  
Photograph

I have carefully read the STANDARD ENGAGEMENT AGREEMENT POLICY and I AGREE to all the terms stated. I hereby certify that the information above is true and accurate and I swear that I will never betray my integrity, my character or the trust. I will always have the courage to hold myself and others accountable for my actions and I will always uphold the constitution of the attorney.

.....Dennis Brewer.....

Your Name\*


*Dennis J Brewer*

Signature\*









# Why Choose PerimeterSM?

- **FOCUS ON SALES**

Our primary focus is pro-active sales and service.

- **EXTENSIVE HEADQUARTER COVERAGE**

Covering both major key accounts and secondary accounts, we provide a seasoned selling sales force, with years of experience in their respective accounts.

- **RETAIL COVERAGE**

Don't let a large number of sales people give you the impression of good retail coverage. Compare the number of SKU's per sales person.

- **OVER 200 YEARS COMBINED EXPERIENCE IN FOOD SALES**

We recognize the importance of personal relationships, retail store familiarity and vendor knowledge that comes with time.

- **NO CORPORATE OVERHEAD**

This allows **more commission dollars to be invested *directly towards service.***

- **EXTENSIVE SUPERVISOR COVERAGE**

Covering key supervisors at all accounts.

- **STATE OF THE ART TECHNOLOGY**

IRI, Database Management Systems, Order Entry System, Extranet/Intranet Systems, Schematic Systems

## Vision

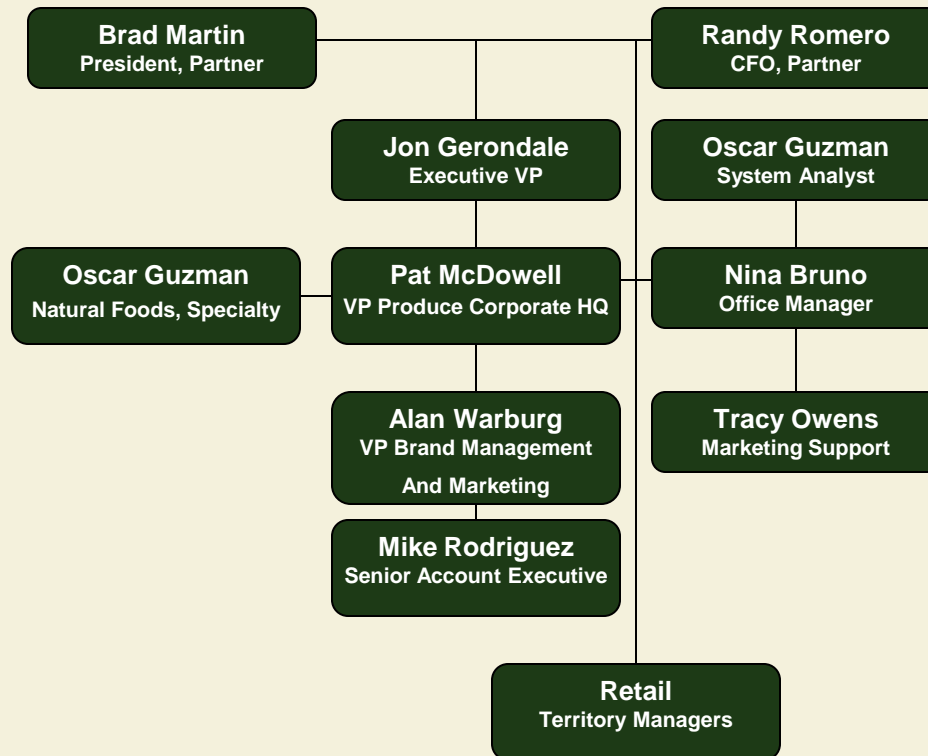
Perimeter Sales and Merchandising, opened its doors in 1995. Providing both dedicated sales and merchandising services in Produce/Perishable Departments.

Emphasis on the distinctive demands of these product lines enables Perimeter Sales and Merchandising to give them the specialized attention they deserve.

Perimeter Sales and Merchandising's commitment to being the Premier Food Broker firm in Southern California, with a focus on perimeter departments, is evident in every aspect of our organization.



# Organization



# Accounts



# Headquarter Coverage



**Produce:** Alan Warburg/Jon Gerondale  
**Frozen:** Alan Warburg  
**Service Deli:** Pat McDowell/Alan Warburg



**Produce:** Brad Martin/Mike Rodriguez  
**Grocery/Meat/Deli:** Alan Warburg/Brad Martin  
**Service Deli:** Alan Warburg/Brad Martin



**Produce:** Mike Rodriguez/Jon Gerondale  
**Grocery/Meat/Deli:** Alan Warburg  
**Service Deli:** Alan Warburg/Brad Martin



**Produce:** Brad Martin/Mike Rodriguez  
**Grocery/Meat/Deli:** Alan Warburg/Brad Martin  
**Service Deli:** Alan Warburg/Brad Martin

# Headquarter Coverage



**Produce:** Pat McDowell/Mike Rodriguez  
**Grocery/Meat/Deli:** Alan Warburg  
**Service Deli:** Alan Warburg



**Produce:** Pat McDowell/Randy Romero  
**Grocery/Meat/Deli:** Pat McDowell  
**Service Deli:** Pat McDowell/Randy Romero



**Produce:** Jon Gerondale/Mike Rodriguez  
**Grocery:** Randy Romero



**Produce:** Pat McDowell  
**Grocery/Meat/Deli:** Larry LaRue/Pat McDowell  
**Service Deli:** Alan Warburg

# Headquarter Coverage



An Extraordinary Food Store.

**Produce:** Mike Rodriguez  
**Grocery/Meat/Deli:** Larry LaRue  
**Service Deli:** Alan Warburg



**Produce:** Mike Rodriguez/Jon Gerondale  
**Grocery/Meat/Deli:** Larry LaRue/Oscar Guzman



**Produce:** Mike Rodriguez  
**Grocery/Meat/Deli:** Larry LaRue  
**Service Deli:** Alan Warburg



**Produce:** Jon Gerondale  
**Grocery/Meat/Deli:** Larry LaRue/Oscar Guzman



**Produce:** Pat McDowell

# Headquarter Coverage-Independents



## Produce/Deli/Seafood:

Jon Gerondale

Oscar Guzman



Perla Martin









## Secondary Accounts



# Principal


	<p>Eat Smart Packaged Vegetables Vegetable Trays</p>	
	<p>Blended Fruit, Fruit Bites, Fruit and Milk, Apple Chips, Superfruit, Coconut Milk &amp; Fruit, Jiggle Gel</p>	
	<p>Sun Dried Tomatoes Jars and Spreads</p>	
	<p>Sprouts</p>	
	<p>Fresh and Jarred Garlic Fresh Bulk Garlic &amp; Shallots Fresh Whole Peeled Garlic, Shallot, Onion</p>	

	<p>Sliced Apples and Fruit Trays Packages Bags</p>	
	<p>Premium Salads Blends Kits Shredded Lettuce Coleslaw</p>	
	<p>Premium Croutons Crunchy Toppings Fruit and Nut Tuna Bites/Chips</p>	
	<p>Guacamole Salsa Queso</p>	
	<p>Cut Fruit Chef Essentials Vegetables</p>	








	<p>Packaged Onions</p>	
	<p>Squeeze Tube Herbs</p>	
	<p>Microwavable Vegetables Packages Vegetables</p>	
	<p>Crushed Organic Fruit</p>	



	<p>Kid Favorite Fruit Rolls</p>	
	<p>All Natural Dressings Dips Glaze</p>	
	<p>Spices Candy Corn Husks Chili Pods</p>	
	<p>Fruit Bars</p>	
	<p>Tomato Cherubs D'vines Sunburst</p>	

	<p>Spinach Onions Cilantro</p>	
	<p>Organic Salads</p>	
	<p>Shakes Dips Produce Toppings</p>	
	<p>The Original Acai Drinks Smoothies Protein Drinks</p>	
	<p>Apple Chips</p>	

	<p>Squeeze Lemons and Lime</p>	
	<p>Potatoes</p>	
	<p>Fresh Tofu, Egg Rolls Wonton Wraps Kimichi Pasta</p>	
	<p>Mache Salads</p>	
	<p>Plantain Chips</p>	
	<p>Chocolate Dips</p>	

	Nuts, Dried Fruit, Bulk	
	Raisins	
	Green Beans	
	Herbs	

# Retail



# Retail Coverage



## From Paso Robles to the Mexican Border and Las Vegas

Perimeter's Territory Managers maintain call frequencies with priority given to A and B stores while maintaining C and E store coverage.

- All authorized items are listed on our Retail Forms and maintained at store level.
- Special Projects and Custom Retail reports are calculated and recorded in real time by the use of extranet applications.



# Retail Coverage

## Territory Managers

1. San Diego - South
- 1b. San Diego - North
2. San Bernardino/Victorville
- 2b. Riverside County/Hemet
3. Valley/Ventura/Sagas/Bakersfield
4. South Bay - North
- 4b. South Bay/Long Beach
5. Las Vegas
6. Orange County
7. Long Beach
8. San Gabriel Valley/Orange
9. Pasadena/ Glendora
10. Paso Robles/Santa Barbra
11. Palm Springs



Perimeter Sales and Merchandising has 16 retail Reps covering the Southern California market and entering store data. Store data is collected on tablet PCs in real time to maintain accurate distribution and quality reports.



**MOTOROLA** verizon

**PERIMETER**  
SALES & MERCHANDISING

Welcome admin! **Store Checker**

1 Select Banner: ALBERTSONS Store Number: 12 Store Type: A SELECT

2 Principals: 810.81 SELECT Address: 5750 Mainway Avenue, Culver City, CA Phone: 310-360-2373

3

UPC	Description	Size	Vold	Reason for Vold	Facings	Retail	Alert
80514000028	Green Jasmine	16.9 oz			0		
80514000019	Green Pure	16.9 oz			0		
80514000118	Green White	16.9 oz			0		
80514000003	Green Oolong	16.9 oz			0		
80514000156	Lemon Grass	16.9 oz			0		
8051400017	Rose Green	16.9 oz			0		
80514000000	Apple Tea Sweet	16.9 oz			0		
80514000036	Pure Green	2 liter			0		
80514000038					0		

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4 Make sure to check all the fields SUBMIT

3:59

## PERIMETER

### SALES & MERCHANDISING

Page 9

# Internet Tools



PERIMETER SALES & MERCHANDISING™

Home | Create Message | Data Entry | Forms | Help | Log Out

Albertsons

Date: MM DD YYYY

Store # 1: Type: A

Store # 2: Type: A

Store # 3: Type: A

Store # 4: Type: A

Item Description	IS	OS	VOID	RD	IS	OS	VOID	RD	IS	OS	VOID	RD	IS	OS	VOID	RD
<b>Aplo</b>																
Vegetables n Dip Tray																
2.2 oz																
Leakflower Florets																
2 lb 8.5 lb																
Vegetables Medley																
3 lb 8.5 lb																
Broccoli Florets																
2 lb 8.5 lb																
Meat and Cheese Tray																
5.0 oz																
In Store Party Tray																
3/4 lb 8.5 lb																
Turkey/Chicken Tray																
4.0 oz																
Garden Blend																
6/18 oz																
Garden Medley																
6/18 oz																
Hot Slim Carrots																
3 lb 8.5 lb																
Item Description	IS	OS	VOID	RD	IS	OS	VOID	RD	IS	OS	VOID	RD	IS	OS	VOID	RD
<b>CRUNCH PACK</b>																
Disney Sweet																
Apples																
6/5.2 oz																
Apples Sweet																
6/3.1 oz																
Apple Cup w/ Caramel																
6/6 oz																
Apples Tart																
6/3.1 lb																
Disney Tart Apples																
6/5.2 oz																
Apples Tart																
6/3.1 oz																
Sliced Apples w/ Cere																
6/3.1 oz																
Apples Sweet																
6/3.1 lb																
Apple Cup w/ Caramel																
6/6 oz																



- 
- A shopping cart filled with groceries, including bananas, oranges, and a brown paper bag, in a supermarket aisle.

Performer Sales and Merchandising

# Distribution Report

Location: **LA** Date: **4/20/20**

☐ All Shows ☐ All Dates ☐ All



Dennis,

My website is [www.sullivantradelaw.com](http://www.sullivantradelaw.com) which will have a photo and bar admissions info as part of my bio. I am admitted to the Maryland, New York and District of Columbia bars. I am currently out of my office, but when I get there in an hour or two, I will send you the respective bar ID numbers which can easily be checked.

Ray

Raymond F. Sullivan

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

Bar ID Numbers are as follows:

Maryland - 7612010332

New York - 1695659

District of Columbia - 414611

## Noah Henning International Group

Room 2301, 23/F., Fortis Tower,  
77-79 Gloucester Road,  
Wanchai, Hong Kong.  
Tel: +852 580 81985  
Fax: +852 301 09037  
Email: info@nhig.com.hk  
Website: www.nhig.com.hk



**NOTE:** "This funding term sheet was generated by Noah Henning International Group using the USA/HONG KONG funding model for Global Acceptability.

If some of the provisions conflict with your customary or operational rules, we would welcome modifications. Do not hesitate to let us know these areas, so we can have it reviewed and modified appropriately before Execution."

### CONVERTIBLE EQUITY LOAN/NOTE FINANCING

#### Summary of Principal Terms

**Issuer:** WINNETT PERICO INC.  
(Company)

**Investor/Purchaser:** NOAH HENNING INTERNATIONAL GROUP.  
(The "Investor")

**Issue Date:** 1<sup>ST</sup> AUGUST 2014

**Issue:** Convertible Equity Loan (the "Notes")

**Facility Purpose:** General Operations & Working Capital

**Targeted Closing Date:** 15TH AUGUST, 2014(the "Closing")

**Amount of Issue:** \$32,000,000.00 (the "Face Amount")

**Redemption Price:** 100% of the Face Amount

**Maturity Date:** 15TH AUGUST, 2024

**Amortization:** Bullet repayment at the Redemption Price, plus any and all accrued but unpaid interest for a period of one year after the repayment date, subject to the mandatory prepayment provisions set forth below.

**Interest Rate:** The Notes will bear interest (the "Interest Rate") on all amounts outstanding at a fixed annual interest rate equal to [3%] which shall accrue yearly and be payable together with the principal amount of the Notes at the Maturity Date. In addition, upon the occurrence and during the continuance of an Event of Default (defined below), the Notes will bear interest at a default rate of interest equal to the sum of the applicable Interest Rate plus an additional [2%] per annum.

**Events of Default:** An Event of Default will be deemed to have occurred upon: (i) failure to pay interest or principal when due, (ii) failure to comply in any material respect with the covenants and other terms relating to the Notes, (iii) failure to discharge material judgments, (iv) cross-default with material contracts, including cross-default to any other indebtedness, (v) commencement of bankruptcy or voluntary or involuntary

## Noah Henning International Group

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dissolution proceedings, or upon the occurrence of an assignment for the benefit of creditors, and (vi) the occurrence of other customary events of default.

**Preferred Stock Warrant Coverage:** The Purchasers shall be entitled to initially receive [5%] preferred stock warrant coverage on the amounts outstanding under the Notes. The warrants shall be to purchase shares of the class or series of equity securities issued in the Company's next equity financing, if such financing is consummated on or before the Maturity Date, or, if such financing is not consummated on or before the Maturity Date, to purchase shares of the senior series of the Company's preferred stock (the "Series C Preferred Stock"). The exercise price for the preferred stock warrants shall be (a) that price which is [25%] less than the price of the equity securities issued in its next equity financing, in the event the Company consummates a financing on or before the Maturity Date, and (b) \$ (51.85) per share in the event no such financing is consummated before the Maturity Date and the warrants become exercisable for shares of the Company's Series C Preferred Stock.

**Increase in Warrant Coverage:** If the Notes are outstanding [60] days after the date on which they are issued, then the warrant coverage shall automatically increase by [2%] and shall continue to increase by an additional [2%] each month thereafter while the Notes remain outstanding, up to maximum warrant coverage of [20%].

**Shareholders, officers and directors:** In no event shall any shareholder, officer or director of the Company be liable for any amounts due or payable pursuant to this note.

**Seniority:** The Notes will rank senior to all other indebtedness of the Company.

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

**Conversion:** The Notes shall be convertible (at the option of the Purchasers) into (a) an amount of the securities issued in the Company's next equity financing equal to the amount outstanding under the Notes divided by an amount which is [5%] less than the per share price paid by the investors participating in such equity financing.

**Optional Prepayment:** Prepayment shall be allowed at the discretion of the Company, subject to Company's payment of accrued and applied interest for a period of one year after the prepayment date.

**Mandatory Prepayment:** Upon the earlier of: (i) the consummation of a Financing (as defined below) or (ii) the closing of a Sale Transaction (as defined below), if the holder(s) do not elect to convert upon such event as described below in the section titled "Conversion." A "Financing" shall be broadly defined to include the raising of debt or equity financing of any kind by the Company in which the Company would receive net proceeds (after repayment of the Notes) of at least [value of this note]. A "Sale Transaction" includes any merger, consolidation, other business combination, sale of substantially all assets, change of control or disposition of substantially all assets of the Company or any event which would otherwise result in the payment of a liquidation preference to any class or series of the Company's capital stock.



## Noah Henning International Group

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Website: www.nhig.com.hk



**Conditions to Closing:** The Company shall have obtained written waivers of any and all anti-dilution rights held by holders of its outstanding capital stock which may be triggered by issuance, conversion or exercise, as the case may be, of the Notes and the Warrants. The Company shall cause its existing Investors Rights Agreement to be amended to grant registration rights, co-sale rights, and rights of first refusal, etc., to the Purchasers with respect to shares of the Company's capital stock obtained upon conversion of the Notes or exercise of the Warrants. Execution of definitive documentation which shall contain such terms, conditions, representations, warranties and covenants as the Purchasers shall require in the exercise of their sole discretion.

**Loan Security:** The Company will provide a reasonable legal guarantee policy to a Liaison Legal firm/business intelligence company within the Investor's network accreditation. The Company will procure a Capital Repayment Guarantee Policy that will facilitate the release of the Investment Loan to its Bankers. The Company can decide to procure the Capital Repayment Guarantee Policy from its own Source. Neither party will have any liability to the other party should the loan fail to close for any reason.

### Governing Laws: USA

**Conditions to Closing:** Closing shall be subject to the standard and customary conditions, including the completion of due diligence delivered to and satisfactory to the Investors by the business intelligence company nominated by the Investor. The proposed closing date is 15<sup>TH</sup> AUGUST 2014 so if the term sheet is not executed within the schedule date, this term sheet shall be deemed to be withdrawn.

By: 

Name: Dennis S Brewer

Title: CEO

By: 

Name: Dr. Pieter Krijgsman

Title: CEO





# WARREN JOHN & ASSOCIATES

# 9 Carter Road, Great Barr, Birmingham, U.K London WC1A 2AJ  
Tel: +4470457 81173 Fax: +447011141253



Our Ref: **EEKSNL/UK-X09**

YOUR REF: \_\_\_\_\_

DATE: 29th of August, 2014

## Memorandum of Understanding/Limited Joint Partnership Deed

**THIS Agreement** is made this day...29th day of August 2014 BETWEEN: **MR.JAMES J. BORGENSEN, SR** and **MR. DENNIS BREWER, CEO of Winnett Perico, Inc.**

**MR.JAMES J. BORGENSEN, SR** herein is the person giving out the fund sum of **\$60,000,000.00** (to cooperate in a mutual and beneficial investment) to **MR. DENNIS BREWER, CEO of Winnett Perico, Inc** herein is the person receiving the **fund** sum of **\$60,000,000.00** and desires to use this fund stated above for investment purpose into a lucrative venture for profit making.

**NOW, THEREFORE, BOTH PARTIES AGREES AS FOLLOWS:**

### **ARTICLE 1**

The First Party hereby agrees to the following terms and conditions of business funding, and confirms the funds will be clean, clear and legal; they are available for consummation, the said transaction by execution of this agreement and the agreed procedures.

### **ARTICLE 2: Terms and Conditions for the offered Partnership**

- a) Currency: Legal United States Dollars
- b) Total Amount of Investment Fund: **\$60,000,000.00** Payable to the Second party's nominated company account.
- c) Allocation of Profits: That the First Party **MR.JAMES J. BORGENSEN, SR** shall be entitled to 10% of AROI of the Net After-Tax Profit.
- d) **MR. DENNIS BREWER, CEO of Winnett Perico, Inc** shall keep 90% to himself.
- i. Second Party shall provide First Party with a certified annual audit within 90 days after the end of each fiscal year, accompanied by a payment equal to 10% of the net after-Tax profit in every year which shows such profit.

### **ARTICLE 3: SOURCE OF FUNDS.**

The First Party hereby proclaims that the investment funds are clean and free from all illegal money acts such as Money Laundry, Fraud and Drug. The recitals set forth above constitute an integral part of this agreement at all times and considered as a fundamental condition to execute it.

Our Ref: OS/PI/07096/PE/CAPITAL

### **ARTICLE 4: PURPOSE OF THIS AGREEMENT.**

The purpose of the present agreement is to define the contractual relationship between the First Party and the Second Party, whereas the First Party invests in the desired project of the Second Party.

The Second Party hereby declares that he is determined to accept the funds (**\$60,000,000.00**) from the funds offered by the First Party, in order to successfully finance and execute the desired project.

### **ARTICLE 5: RIGHTS GRANTED.**

- a) The First Party will not interfere with the Second Party's investment plan and business activities. Its concerns are mainly that the Second Party fulfills its obligations as stated in this agreement and in the business plan.
- b) The Second Party hereby accepts to use and invest the above-mentioned funds in the aforesaid Project under the terms of this agreement. The Second Party will provide to the First Party the

trust account for the funds transfer. The First Party will prepare and transfer the offered funds in the amount of **\$60,000,000.00** to the Company account of the Second Party.

#### **ARTICLE 6: PURPOSE OF THE RAISED FUNDS.**

The provision of the fund is to enable the Second Party to make a direct investment as well as purchase any other items deemed necessary in the project and all transactions must be processed and completed in the company name.

#### **ARTICLE 7: DUTIES OF THE PARTY(S).**

- a) To make available for the Second Party, the sum of **\$60,000,000.00** through a Swift wire transfer on a scheduled date after the completion of all verification process and documents supplied by the Second Party. The First Party will be visiting the site and operations of the Second Party as soon as this contract is signed and sealed and funds transferred to second party account.
- b) To confirm that the Second Party is legally entitled to enter in such business arrangement with him and to make sure that the fund released is judiciously put into the intended project. Copies of your Articles of Incorporation, Current Status documents and company Up-to-date Tax Documents will be needed and verified.
- c) To make sure that the necessary transaction documentation is obtained by the Second Party at the close of the meeting/transaction.
- d) To ensure that the funds are released and necessary authorizations are made as when needed by the Second Party provided he abide by the terms of the transaction.
- e) That the First Party consent to the agreement, that the investment initiation fee of **£2,500** pounds lying on the part of the Second Party that is associated with the initiation and completion of the investment funds which includes fees such as; Banker Draft Issuance fee, Notary and court registration fees must be paid **MR. DENNIS BREWER, CEO of Winnett Perico, Inc** before the transfer of funds into **MR. DENNIS BREWER, CEO of Winnett Perico, Inc** bank account.

#### **ARTICLE 8: DUTIES OF THE SECOND PARTY.**

- a) To provide a nominated Bank account for the transfer of the funds to be used for the said project.
- b) To ensure utilization of funds authorized by the First Party, to be used solely for the project activities previously described in the agreement and in the business plan.
- c) To acknowledge the availability of the funds and to confirm the ability of the First Party to finance the deal.

#### **ARTICLE 9: APPLICABLE LAW.**

This agreement shall be construed and enforced under the laws of the United Kingdom.

#### **ARTICLE 10: DURATION OF THIS AGREEMENT.**

Terms: This agreement is valid for the following term of Ten (10) years from the date of signing of this agreement.

- a) The present agreement shall be effective from the date that the investment funds of **\$60,000,000.00** are transferred and confirmed available in the account of the Second Party.
- b) Afterwards, this agreement shall be renewed by written consent for equal period, unless previously terminated by either party.
- c) Any termination of the present agreement shall not impair any rights or remedies of any party hereto neither accrued prior to the termination nor relieve any party of its obligations accrued prior to such termination, provided neither party is in default and the termination is in mutual agreement.
- d) After Ten (10) years from the date of acknowledgement of fund in account of Second Party, the First Party will have the option to offer to remain in this venture or choose to dispose of his ownership right in the venture, subject to a mutually agreed notice period of a minimum of one

## ARTICLE 11: EXPIRATION AND CANCELLATION.

**Non-Disclosure:** Each party agrees not to disclose or otherwise reveal to any Third Party the identities, addresses, telephone numbers, patent right, facsimile numbers, e-mail addresses, telex numbers, bank codes, account numbers, financial reference, or any other entities introduced by either Party to the other without the specific written permission of the introducing Party except where legally required or to financial confidantes, e.g., attorney, accountant, banker, etc.

**Parties bound:** This agreement shall be binding upon all undersigned Parties and their heirs, successors, associates, affiliates and assigns. Each Party shall take reasonable steps to ensure that their Employees Agents Representatives, Officers, Independent Contractors, Shareholders, Principals and other third Parties abide by the provisions of this agreement.

Our Ref: OS/PI/07096/PE/CAPITAL

**Notice:** All notices, demands, consents, or requests given by the Parties shall be in writing transmitted by telecopy or other means of facsimile transmission with return confirmation requested, postage prepaid, to the other Party at the last facsimile number or address the Party has designated by notice herein. Notice shall be considered to have been given by fax, email attachments or scanning of the documents, and appropriately acknowledged by the receiving party.

**Language:** The language in all the agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties, and it is agreed that the English Language shall be used in all cases.

**Severability:** Should any portion of this agreement be declared invalid or unenforceable, and then such portion shall be deemed to be several from this agreement and shall not affect the remainder hereof.

**Waiver:** No waiver or default of any of this agreement by any party shall be implied from any omission of such party to take action against the defaulting party. One or more waivers of any covenant, terms or condition of this agreement by any party shall not be considered to be waiver of renders unnecessary consent or approval of said party of any subsequent or similar acts or omission.

**Arbitration:** This agreement shall be governed by the laws of UK, London that are applicable to agreements executed and to be wholly performed therein and shall not be modified except by a written document executed by both parties hereto. And the specific place of arbitration shall be UK, London. This agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements or understandings, written or oral, relating to the subjects matter hereof. Paragraph headings are for the convenience of the parties only and shall have no legal effect whatsoever. Any controversy or claim arising out of or in relation to this agreement or validity, construction or performance of this or the breach thereof, shall be resolved by arbitration before legal action is taken. In case of any legal action, the First Party will be responsible for all legal costs.

**Attorney's Fees:** If any party files any action or brings any proceeding against other arising from this agreement the UK, London fee structure will apply.

**Relationship:** The parties here First and Second are been deemed to be partners or Joint Ventures for this agreement only and no Party shall be liable for the other Party's commitments or liabilities resulting from execution of this agreement or otherwise.

**Force and Effect of Documents:** The parties hereto agree that a signed telefax, scanned email copy or other facsimile copy of this agreement mutually acknowledged shall have the full force and effect as the original of this document.

The subscribing parties hereby acknowledge that they have reviewed all the aforementioned terms and conditions with their legal advisors and fully understand its contents and bindingly agree to execute the terms of this MOU.

**IN WITNESS WHEREOF, the parties hereto execute this agreement by their authorized signatories.**

SIGN BY WITHIN NAME GIVER

SIGN BY WITHIN NAMED RECIEVER

*James J. Borgenson*

.....  
MR. JAMES J. BORGENSON, SR



*Dennis J. Brewer*

.....  
MR. DENNIS BREWER

*Warren John*

WARREN JOHN



Jay Carter | [jcarter@libertyregionalcenters.com](mailto:jcarter@libertyregionalcenters.com)

November 5, 2014

Mr. Dennis S. Brewer  
Chief Executive Officer  
Winnett Perico, Inc.  
1635 Foxtrail Drive #352  
Loveland, CO 80538

Dear Mr. Brewer;

## LETTER OF INTENT – WINNETTORGANICS PROJECT

Thank you for the opportunity to meet your team and review your project. At Liberty Regional Centers, we strive to unite global capital with U.S. opportunities that create jobs and enhance economic development.

With the initial discussions we have had on the WinnettOrganics project it seems that your project will meet the EB-5 Foreign Investor requirements, therefore we are pleased to extend a Letter of Intent and to complete the EB-5 process once the Liberty Regional Centers Service Agreement is executed.

The following items comprise the general terms and conditions upon which Liberty West Regional Centers (hereafter referred to as LWRC) will complete the documents required by USCIS including a Private Placement Memorandum.

### GENERAL TERMS

- Total capital stack must to be secured and committed prior to the EB-5 process begins.
- Location will need to meet USCIS TEA requirements.
- LWCR will facilitate an equity raise of up to Sixty Percent (60%) of total capital needs. Final raise amount to be determined by total jobs created, verified through an Economic Impact Study and Business Plan.
- The EB5 term period shall be five years (5), non-recourse with the exception of the real estate.
- WinnettOrganics, LLC will accrue a dividend at the rate of five percent (5.0 %) per annum on the Series A Preferred purchase price (the "Series A Dividend"), to be paid on a quarterly basis. Investor returns shall be held in a sinking fund until investor permanent green card is awarded.
- A business plan including direct job numbers, five-year pro forma, and feasibility study are required for the project. Project due diligence will be performed by a third party due diligence company.

Note: these terms are only general guidelines, based upon the information received at this time.

23150 N Pima Rd. Suite 2B, Scottsdale, AZ 85255

Office: 480.426.0284 | [www.LibertyRegionalCenters.com](http://www.LibertyRegionalCenters.com)

## LIBERTY REGIONAL CENTERS

You will find that Liberty Regional Centers is unique in its approach to the EB-5 program. Most organizations focus on only one facet of EB-5. Not only do we help our Foreign Investors secure Green Cards, but we create a safe environment through our extensive due diligence process. We are careful to evaluate each project's job creation and financials, helping to insure that the project will deliver the jobs needed for a successful 1-829 application.

Because we certify each project foreign agents and brokers gladly accept our project. LWRC has developed an extensive group of agents in China, India, Korea and other major countries able to bring foreign investors to EB-5 program. We have also launched website portal focused on potential investors within the U.S. LibertyLINKusa.com is focused on attracting F-1 or student visas currently being educated at our universities.

## EB-5 PROGRAM

Congress created the fifth employment-based preference EB-5 in 1990 as part of a general overhaul of the legal immigration system. INA § 203(b)(5), 8 U.S.C. § 1153(b)(5). Ten thousand visas are available to investors each year in this green card category. To qualify, a foreign investor must establish a new commercial enterprise in which he or she must normally invest at least \$1 million. If the investment is in a rural or high unemployment area, however, \$500,000 will suffice. The investment must create or save at least ten full-time jobs for U.S. citizens, permanent residents, or other immigrants authorized to work in the United States. The ten workers cannot include the investor or the investor's immediate family.

Immigrant investors who wish to participate in the EB-5 Program must invest the required minimum amount of capital (either \$500K or \$1 million) into a new commercial enterprise or troubled business in the U.S. These foreign investors must establish that the investment capital derives from a lawful source, and that the money is both fully invested and at risk in order to qualify. The immigrant investor must file a Form 1-526, Immigrant Petition for Alien Entrepreneur. If approved, the alien is granted conditional permanent residence.

Approximately 2 years later, the immigrant investor files a Form 1-829, Petition by Entrepreneur to Remove Conditions. At the time of the 1-829 adjudication, the investor must demonstrate that the investment business plan was followed, the money remained fully invested in the business, and that at least 10 full-time jobs were created for U.S. workers as a result of the investment.

We look forward to working with you on this exciting project. If you have any questions or need additional information regarding the EB5 program please contact me.

Regards,



Jay Carter  
President  
Liberty Regional Centers, LLC  
jcarter@libertyregionalcenters.com  
www.LibertyRegionalCenters.com  
480-426-0281 Office  
602-628-1197 Cell

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Office: 480.426.0284 | [www.LibertyRegionalCenters.com](http://www.LibertyRegionalCenters.com)

**LIBERTY REGIONAL CENTERS, LLC  
EB-5 PROJECT SERVICES AGREEMENT**

This EB-5 Project Services Agreement (this “Agreement”) is entered into as of November \_\_, 2014 (the “Effective Date”) by and between LIBERTY REGIONAL CENTERS, an Arizona limited liability company (“Service Provider”) and WINNETT PERICO, INC. WINNETT PERICO, INC., a Colorado Corporation (“Company”).

**P R E L I M I N A R Y   S T A T E M E N T S**

**WHEREAS**, Service Provider is competent in the field of international finance, international marketing, foreign investment program management, and in providing services for project financing through use of the Immigrant Investor Program (the “EB-5 Program”), which is administered by the U.S. Citizenship and Immigration Services (the “USCIS”);<sup>1</sup>

**WHEREAS**, Company is seeking EB-5 financing for the development of the WinnettOrganics brand by targeting three complementary segments of organic foods; vegetables, grains, and meat products. The project will include the purchase land and growing of organic vegetables and meat. , as further described in the Term Sheet (defined below) (the “Project”); and

**WHEREAS**, Company seeks to retain Service Provider as an independent contractor to perform certain services as described below and Service Provider seeks to perform such services for the benefit of Company.

**NOW THEREFORE**, in consideration of the mutual covenants and understandings hereinafter set forth, the parties hereby agree as follows:

**A G R E E M E N T**

1. Scope of Services. Company must submit the due diligence requested on **Exhibit A**, attached hereto, (the “Due Diligence Request”) within ten (10) days of the Effective Date of this Agreement. Assuming Service Provider’s satisfactory analysis of the Due Diligence Request responses, Service Provider and Company intend to enter into a financing term sheet, substantially in the form of **Exhibit B**, attached hereto (the “Term Sheet”). Upon execution by both parties, the Term Sheet shall be incorporated herein and made a part of this Agreement. Service Provider will provide the services set forth on **Exhibit C**, attached hereto related to the Project (the “Services”) in accordance with the terms and conditions set forth in the Term Sheet and **Exhibit D**, attached hereto (the “Terms and Conditions”). If either party wishes to change the scope of the Services, the terms of such change in scope shall be agreed to in writing and incorporated into this Agreement. Notwithstanding the previous statement, Service Provider may change the Services provided that any such change does not materially affect the nature, scope of, or fees or other charges for the Services. All principals of the Company must complete and submit the due diligence questionnaire attached hereto as **Exhibit E**.

2. EB-5 Investment Opportunity. The Services will be provided in an effort to design an EB-5 Program investment opportunity that is expected to be offered through the creation of a newly-

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<sup>1</sup> The EB-5 Program was created by Congress in 1990 to stimulate the U.S. economy through job creation and capital investment by foreign investors. Under a pilot immigration program first enacted in 1992 and regularly reauthorized since, certain EB-5 visas also are set aside for investors and their qualifying family members for investments made through regional centers designated by the USCIS based on proposals for promoting economic growth (impacting the regional economy and creating jobs). Each investment by a foreign investor must be made in a *new commercial enterprise* and create or preserve at least *ten (10) full-time jobs* for qualifying U.S. workers within two (2) years. The required minimum investments are either (1) the general minimum qualifying investment of \$1,000,000 or (2) if related to a *targeted employment area* (high unemployment or rural area) an investment of \$500,000. More information about the EB-5 Program may be found at the USCIS website currently at: [www.uscis.gov](http://www.uscis.gov).



formed single purpose entity (“Issuer”), which will likely make an offering (“Offering”) of equity or debt interests (“Units”) pursuant to the requirements of the EB-5 Program, in accordance with (a) Rule 903(b)(3) (Category 3), under Regulation S (“Regulation S”), as promulgated by the United States Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “Act”) and (b) Regulation D (“Regulation D”) as promulgated by the SEC under the Act. The Units are expected to be marketed to prospective non-United States persons as defined by Regulation S (the “Non-U.S. Investors”). The Issuer will likely be managed by Service Provider or an affiliate thereof. Assuming a successful Offering, the Non-U.S. Investors investments will be pooled by the Issuer and used to make an equity investment to Company or an affiliate of Company pursuant to the Term Sheet.

3. Consideration. In exchange for the Services, Service Provider shall earn fees in accordance with the following schedule (collectively, the “Service Fees”). Time is of the essence with respect to Company’s obligation to pay the Service Fees to Service Provider. If payments for Service Fees are not received by Service Provider when due, Service Provider may (a) charge interest on any such unpaid amounts at a rate of 1% per month or the maximum amount legally permitted, from the date such Service Fees were due until the date paid, and (b) suspend performance of all Services until payment has been made in full. I understand that any fees paid to the service provider are not refundable.

DESCRIPTION	AMOUNT	PAYMENT DUE
ENGAGEMENT FEE	\$240,000.00	IMMEDIATELY UPON INVOICE
MANAGEMENT FEE	AS DESCRIBED IN THE TERM SHEET	AS DESCRIBED IN THE TERM SHEET

4. Term, Termination, and Survival. This Agreement shall commence on the Effective Date unless it is earlier terminated in accordance with the procedure set forth herein (the “Term”). This Agreement may be terminated by Company for cause. Cause Shall mean 1) Willful misconduct; 2) Intentional and persistent failure to perform its duties here under; 3) Willful violation of any material law, rule, or regulation resulting in a detriment to the company; 4) Theft or fraud; Or 5) The material breach of any term of this agreement and failure to cure such breach within 90 days after receipt of written notice from the Company.

5. Entire Agreement. This Agreement, together with all Exhibits, the executed Term Sheet, and any other documents incorporated herein by reference, constitutes the sole and entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

**[BALANCE OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement as of the Effective Date.

LIBERTY REGIONAL CENTERS, LLC

WINNETT PERICO, INC.

By: \_\_\_\_\_

Name: David Keller

Title: CEO

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

By: \_\_\_\_\_

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

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

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



**EXHIBIT A**  
**DUE DILIGENCE REQUEST**

Please provide copies of the following documents for the Company. If any information is not currently available, please provide these items as they become available. The following is a preliminary list of information and we may request additional information. Do not hesitate to contact us with any questions or concerns regarding this request.

1. Organizational Documents and Information.
  - a. Company organizational chart
  - b. Organizational documents such as certificates of incorporation, by-laws, certificates of formation, limited liability company operating agreements, and partnership agreements and list of jurisdictions in which Company is doing business
  - c. Names of all directors/members; names of each executive officer that will have the authority to bind the Company
  - d. Full legal name, address of the chief executive office (and, if different, the principal place of business), state of organization, and federal tax identification number for Company and any change of name, address, or corporate structure in the past four months
2. Debt Arrangements.
  - a. List of all debt for borrowed money, indicating payor and payee, principal amount and maturity date
  - b. All documentation relating to debt (such as loan agreements, indentures, promissory notes, letters of credit, guaranties, hedge agreements, agreements for deferred purchase price of property or services, obligations to acquire capital stock, and operating and capital leases) whether direct or contingent and whether secured or unsecured and all related amendments and waivers
  - c. List of all intercompany debt indicating the parties thereto, maximum principal amount available, maturity date and material terms
  - d. Results of any recently completed lien searches
3. Real Estate.
  - a. Most recent survey for the premises
  - b. Most recent title policy or commitment for the premises
  - c. Each written lease
  - d. All third party engineering, environmental, and geotechnical reports and assessments, action and/or work plans, contracts for remediation, soil and groundwater sampling reports
  - e. Evidence of zoning classification for the premises
  - f. Any other contracts, agreements, documentation, or evidence relating to the ownership, zoning, financing, value, income, expense, operation, leasing, construction, maintenance, and repair of the property
  - g. Most recent appraisal(s)
  - h. All environmental assessment reports and environmental compliance reports
  - i. Information concerning all material hazardous substance remediation projects and the cost of each project
  - j. Detailed site plan and municipal approvals
  - k. Development budget
4. Strategic.
  - a. Principal biographies/resumes

- b. Executive summary/business plan
  - c. Detailed pro forma, including monthly cash flow
  - d. Capital stack strategy
  - e. Economic impact studies
  - f. Job creation estimates
  - g. Material agreements
5. Miscellaneous.
- a. Most recently prepared audited annual financial statements, subsequent unaudited quarterly financial statements, projections, budgets, and business plans
  - b. Information regarding any material litigation, investigation or proceeding, including likelihood of adverse determination and amount of potential liability
  - c. Certificate of insurance, indicating type and coverage
  - d. Any orders, opinions or other correspondence by any governmental or regulatory authority arising from hearings, investigations, or proceedings or relating to compliance with any laws, rules, or regulations (such as securities laws, environmental laws, ERISA, insurance laws, tax laws, and antitrust laws)
  - e. Material compliance reports and correspondence with any federal or state regulatory agencies relating to compliance with any laws, rules, or regulations
  - f. Any other material information about the Company or the Project

**EXHIBIT B**  
**TERM SHEET**  
for  
**Series A Preferred Stock**  
**WinnettOrganics, LLC**  
**(a Limited Liability Company)**  
**November , 2014**

1. Offering:

Dollar Amount: up to \$40,000,000

Type of Security: Series A Preferred; up to 1,142,858 shares.

Price Per Share: \$35.00

Use of Proceeds: Development of the WinnettOrganics brand and farming of organic vegetables, grains and meat as illustrated in the five-year proforma

2. Company Capitalization:

2,700,000 Common Shares  
outstanding

500,000 Common Shares reserved  
for

0 employees, consultants, etc.  
Series A Preferred Shares  
outstanding (\$ 35

liquidation

preference)  
up to 500,000 Series ~~X~~B Preferred  
Junior Shares

pending offering  
260,000 Series C Preferred Junior Shares pending  
offering

3,960,000 Total

3. Closing:

Initial closing will occur once 50% is raised by Investor from foreigners.

Separate additional closings will occur as the Investor receives additional investment from foreigners.

4. Fee:

The Company shall pay a fee to WinnettOrganic Fund as consideration for arranging and providing the Capital Investment equal to one and one half percent (1.5%) of the Capital Investment amount. Such fee shall be prorated based on the amount of each advance and payable at closing of each advance.

5. Series A Preferred Rights:

The Company will accrue a ~~dividend-management fee~~ at the rate of five percent (5.0 %) per annum on the Series A Preferred purchase price (the “Series A Dividend”), to be paid on a quarterly basis, with the first accrued dividend payable ~~on \_\_\_\_\_,~~  
2015. Ninety days after Closing.

4.2 The Series A Preferred has priority over any other preferred series stock.

4.3 Anytime after the third anniversary of the issuance of the first share of the Series A Preferred and all of the investors have had their I-829 approved or denied, the Company has a right to redeem and repurchase the Series A Preferred shares, at a redemption price equal to \$35.00 per share, ~~plus any accrued but unpaid Series A Dividend.~~ The Company may elect to exercise this redemption right any time up until March 31, 2020~~18~~. If the Company exercises this redemption right, it will do so on an equal prorata basis among all outstanding Series A Preferred shares. The shareholders have no right to force any redemption.

4.4 The Series A Preferred is convertible into Common shares only with the prior written consent of the Company and the Investor; provided however, at the option of the Company, the Series A which have not been redeemed will automatically convert into Common on a one-to-one basis in the event of an initial public offering (“IPO”) of the Company’s Common stock at a price of at least \$43.75 per share; and provided further, if the Company has not redeemed the Series A Preferred shares by March 31, 2020, then the holder will have the option right thereafter to convert the Series A shares into Common on a one-to-one basis.

4.5 The Series A Preferred has no “anti-dilution” protection rights.

4.6 The Series A Preferred shares are transferable by the holder only with the prior written approval of the

Company, which approval will not be withheld unreasonably.

4.7 The holder of Series A Preferred is entitled to receive the Company's quarterly and annual financial report.

4.8 The Series A Preferred shares are subject to standard (i) securities law stock transfer restrictions, and (ii) IPO market stand-off provisions.

6. Series A Preferred Rights:

As a matter of general information to the Investor in the Series A Preferred, the preference rights granted to the Series A Preferred are described in a separate memo, and the reference in that memo to "Preferred" means only the Series A Preferred (and to some subsequent series of preferred) .

7. Covenants

Detailed monthly and quarterly financial statements shall be sent to the WinnettOrganic Fund within 20 days following the end of each relevant period outlining financial results for the The Company during the then ended relevant period and on a year-to-date basis, with comparisons to the comparable period of the previous fiscal year and the then approved budget, all of which shall be certified as true and correct. Annual audited or reviewed financial statements shall be sent to the WinnettOrganic Fund not later than 12075 days after the expiration of The Company's fiscal year.

Within ten (10) days after the end of each calendar month, each of the following, certified by an authorized financial or accounting officer of The Company:

- A. An aged analysis of all accounts receivable of The Company current as of the close of business on the last day of such period, with such supporting data as WinnettOrganic Fund may reasonable require,
- B. An aged analysis of all accounts payable of The Company current as of the close of business on the last day of such period, with such supporting data as WinnettOrganic Fund may reasonable require, and



- C. A schedule containing a breakdown of The Company's inventory by amount and valued at cost and identified by location, current as of the close of business on the last day of such period, and with such supporting data as WinnettOrganic Fund may reasonably require

Within one hundred twenty (120) days after the end of each tax year, copies of The Company's federal tax return for each tax year, with all schedules.

Debt Service Coverage Ratio. Beginning with the fourth quarter of year 2, on the last day of each fiscal quarter of The Company, the DSCR ratio shall not be lower than 1.25.

Working Capital. The Company shall at all times maintain current assets of The Company and its Subsidiaries at least 1.15 times in excess of their consolidated current liabilities (including the Notes) by at least \_\_\_\_\_ Dollars (\_\_\_\_\_ .00).

Current Assets. The Company shall not at any time permit the current assets of The Company and its Subsidiaries to be less than One Million Dollars (1,000,000 .00).

Tangible Net Worth. Beginning with the end of the first quarter in year 3, The Company shall at all times maintain it's Tangible Net Worth in an amount not less than Ten Million Dollars ( 10,000,000 .00).

Limitation on Indebtedness. The Company shall not, and shall not permit any Subsidiary to, have any indebtedness except for:

(1) ~~indebt~~

Term debt not to exceed 1.25 times total equity

(2) current accounts payable accrued or incurred in the ordinary course of business, so long as the same are either paid when due in accordance with customary trade terms or contested in good faith by appropriate proceedings with adequate reserves;

(3) current taxes, levies and assessments (other

than under ERISA or any Law or Requirement relating to the environment, human health, or animal health), so long as the same are either paid when due or contested in good faith by appropriate proceedings with adequate reserves; Security Interests. The Company shall not, nor shall it permit any Subsidiary to, create, incur, or suffer any Security Interest upon any of its present or future assets, except: those arising in the ordinary course of business related to its term debt;

(1) Security Interests to WinnettOrganic Fund;  
(2) liens or claims of material-men, mechanics, carriers, warehousemen, or processors arising by operation of law in the ordinary course of business and securing obligations that are either paid when due or contested in good faith by appropriate proceedings with adequate reserves; Reports and Returns. The Company shall file with the appropriate Governmental Unit every report and notice required by applicable Law or Requirements (including every return for taxes, levies, and assessments of whatever description and every informational return) on or before the initial due date (or the extended due date, if there exists a valid extension for filing without interest or penalties).

Required Notice to WinnettOrganic Fund. The Company shall, and shall cause each Subsidiary to, promptly (but in any event within fifteen (15) days) give WinnettOrganic Fund written notice of:

- (1) the commencement of litigation or a receipt of a threat of any litigation (including arbitration) or of any proceedings before a Governmental Unit, which might result in a Material Adverse Change, or where the amount involved is \$50,000.00 or more;
- (2) any material loss or unusual depreciation in any material asset and the amount of same;
- (3) any material dispute that may arise between The Company or any Subsidiary and any Governmental Unit;
- (4) any labor controversy resulting or likely to result in a strike or work stoppage against The Company or any Subsidiary;

- (5) any proposal by any Governmental Unit to acquire all or any part of The Company's or any Subsidiary's assets or business;
- (6) any change in its place of business or the location of any fixtures or other assets; and
- (7) Any other matter which has resulted or is reasonably likely to result in a Material Adverse Change.

Miscellaneous. The Company shall not, and shall not permit any Subsidiary to:

- (1) dissolve, merge or consolidate with or into any Person;
- (2) convert into any other type of Person;
- (3) form or dispose of any Subsidiary or Affiliate;
- (4) sell, lease, transfer, or otherwise dispose of all or any substantial part of its present or future assets (except inventory in the ordinary course of business);
- (5) change its entity name;
- (6) make any significant change in its management without a minimum thirty (30) days' prior written notice to WinnettOrganic Fund;
- (7) permit a transfer of any legal or equitable interest in any equity interest in The Company to others than the present holders thereof as previously disclosed to WinnettOrganic Fund (including the issuance, sale, redemption or repurchase of any such interest, the distribution of treasury stock, or the payment of any indebtedness owed to The Company by any managers, Subsidiaries, Affiliates, or owners of equity interests or debentures);
- (8) make or consent to a material change in its method of accounting (including the basis of application of GAAP) or in its tax elections under any Law;
- (9) create, incur, assume, or suffer to exist any lease obligation other than lease obligations incurred in the ordinary course of business;
- (10) purchase or acquire obligations owed by others;
- (11) enter into, or be a party to, any transaction with any Subsidiary or Affiliate (including transactions involving the purchase, sale or

8. Job Creation Requirements:

exchange of property, the rendering of services or the sale of stock) except in the ordinary course of business pursuant to its own reasonable requirements and upon fair and reasonable terms no less favorable to itself than it would obtain in a comparable arm's-length transaction with a Person other than a Subsidiary or an Affiliate; or  
(12) Make any payment on any indebtedness in violation of any subordination agreement made by the holder of any indebtedness.

9. Documentation:

The Company agrees that the number of jobs required by the USCIS will be created by the The Company and agrees to provide the necessary documentation verifying the job creation when required. If the EB-5 investor is denied the permanent green card due solely to the failure of the The Company to create the requisite number of jobs, then the The Company shall pay each such EB-5 investor who is denied a green card a one-time fee of one hundred thousand dollars (\$100,000.00) immediately upon notification by the USCIS of the denial due to lack of job creation. The Company also agrees to repay the EB-5 investment in full immediately upon notification that EB-5 investors will denied the permanent green card due to the lack of job creation unless the investor accepts the conversion option as discussed in the Private Placement Memorandum associated with the EB-5 raise for the The Company. Should the investor be denied the permanent green card due to the lack of job creation and elect the conversion option, the conversion will become effective immediately upon notification by the USCIS that the permanent green card will be denied due to the lack of job creation.

The entire investment will be evidenced by financing documentation customary for similar transactions and in any event in form and substance satisfactory to WinnettOrganic Fund. The law of the state of Delaware shall apply to the exercise of remedies by WinnettOrganic

Fund under the investment documentation that pertain to or concern the Property, including, without limitation, the appointment of a receiver and the foreclosure of the security interests and liens granted therein. In all other respects, the rights and obligations of WinnettOrganic Fund and The Company under the investment documentation shall be governed by and construed and interpreted in accordance with the internal substantive laws of the State of Delaware without giving effect to the conflicts of law rules and principles of such state.

## WINNETTORGANICS

\*\*\* Binding Agreements \*\*\*substitute Company for Borrower and LWRC for lender throughout

Notwithstanding the non-binding nature of this Summary Term Sheet with respect to the matters outline above, the Borrower and Borrower's Principal(s) each covenant and agree that as a material inducement to Lender to consider Borrower's request for financing, the following provisions shall be binding on Borrower and the Borrower

**Closing Fees, Costs, and Expenses:** Whether or not the transaction contemplated herein closes, Borrower and the Borrower Principal(s) shall be jointly and severally obligated to pay all Lender out-of-pocket fees, costs, and expenses related to this transaction, including, without limitation, the fees and expenses of Lender's outside counsel, title report fees and costs, survey costs, fees of all third parties relating to the due diligence review undertaken by Lender and its third party consultants, and costs incurred in obtaining and/or reviewing due diligence materials, including, without limitation, environmental and engineering reports and travel costs of Lender's personnel or representatives ("collectively, "Closing Costs"). Lender shall commence incurring Closing Costs only upon Borrower's further written approval ("Closing Costs Approval") at a future date after execution hereof. Upon Closing Costs Approval, Borrower and/or Borrower Principal(s) shall deliver a \$30,000 deposit ("Deposit") to Lender as a deposit for such expenses. If at any time prior to funding of the Loan, Lender determines, in its reasonable discretion, that the unspent portion of the Deposit will be insufficient to pay all such amounts in full, at Lender's request Borrower and/or Borrower Principal(s) shall pay any excess on demand and will increase the Deposit as reasonably requested by lender. If the Loan is not closed for any reason whatsoever, any portion of the Deposit which has not been used or accounted for with respect to such costs and expenses will be returned to the Borrower.

**Confidentiality:** This Summary term sheet is being delivered with the understanding that neither it nor its substance will be disclosed to any third person, except those who are in confidential relationships to Borrower (i.e., Borrower's principals, counsel, accountants and other retained business advisors) or as may be required by law. Continue substitutions below

**Commissions:** Borrower and the Borrower Principal(s) each represent and warrant to Lender that they have not used or dealt with any broker or finder in connection with the Loan, or if they have, Borrower and Borrower Principal(s) (jointly and severally) agree to indemnify and hold Lender harmless from any such commissions, finder's fees or similar payments which may be claimed to be due.



**Exclusivity:** Lender will have the exclusive right to raise capital for Borrower under the EB-5 investor visa program and make the Loan to Borrower for a period of fifteen (15) months following the execution date of this Term Sheet, unless extended by mutual agreement of Borrower and Lender. Further, and without limitation on the foregoing EB-5 investor visa program capital raising exclusivity, Lender will have the exclusive right to make the Loan (or loan(s) similar to Borrower in respect of the Property) for a period of nine (9) months following the execution of this Term Sheet, unless extended by mutual agreement of Borrower and Lender; provided, however, that until such time as Lender begins funding the Loan to Borrower, Borrower has the right to obtain a bridge loan to provide interim financing . At such time as Lender begins funding the Loan to Borrower, any such bridge loan financing must be repaid by Borrower and any liens thereof on the Property or on membership interests (direct or indirect) in Borrower, shall be reconveyed (or released), as applicable. Upon review of complete diligence information, if Lender determines in its sole and absolute discretion that the Loan will not be provided to Borrower (as indicated by Lender providing written notice thereof to Borrower), then the Borrower shall be released from these exclusivity provisions.

**TERM SHEET NOT A COMMITMENT: BORROWER AND THE BORROWER PRINCIPAL(S) EACH UNDERSTAND AND AGREE THAT THIS TERM SHEET IS PROVIDED SOLELY FOR DISCUSSION PURPOSES ONLY AND IS NOT A COMMITMENT OR AGREEMENT OF ANY KIND ON THE PART OF THE LENDER. THIS SUMMARY TERM SHEET IS NOT BINDING ON LENDER AND IS INTENDED TO BE, AND WILL BE CONSTRUED ONLY AS, COMPLETELY NON-BINDING AND NOT AS AN OFFER OR AGREEMENT OF ANY KIND, EXCEPT FOR THE SECTIONS FOLLOWING THE CAPTION “BINDING AGREEMENTS” WHICH SECTIONS SHALL BE BINDING ON BORROWER AND BORROWER PRINCIPAL(S) AND THE BORROWER AND BORROWER PRINCIPAL(S) ACKNOWLEDGE THAT LENDER IS RELYING ON THE BINDING NATURE AND ENFORCEABILITY OF SUCH SECTIONS.**

Any obligation (if any) of Lender to provide financing or otherwise shall arise only upon the execution of a formal commitment letter or final loan documents in each case signed by an authorized signatory of Lender and not from statements (oral or written) made during the course of discussion among parties (whether or not prior to or after the date hereof). Borrower and the Borrower Principal(s) each acknowledge and agree that unless and until such obligation arises from a formal signed commitment letter or formal loan documents signed by an authorized signatory of Lender, lender shall have no liability or obligation of any kind whatsoever to them or any third party with respect to the financing described in this Term Sheet or any related matters or otherwise except the obligation to return the unused portion (if any) of the Deposit as required herein. Lender may terminate or withdraw from such discussions at any time and for any reason or no reason in Lender’s sole and absolute discretion. Accordingly, this Term Sheet is delivered subject to the express condition that no verbal or other agreements or offers to agree or commitments which have not received the aforesaid requisite Lender approvals or which have not been evidenced by a formal signed loan commitment or final loan documents, shall be asserted to exist in connection herewith or in connection with any discussions or negotiations arising out of or relating to this Term Sheet or any subsequent term sheets.

ACCEPTED AND AGREED\*:

By: \_\_\_\_\_

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

\* The signatory is executing this term sheet on behalf of the Borrower and Borrower's Principals and represents to Lender that he/she is authorized to do so.

## EXHIBIT B

### SOURCES AND USES SUMMARY

#### Source of Funds

EB-5 Financing	_____	_____
Real Estate	_____	_____
New Market Tax Credits	_____	_____
Historical Tax Credits	_____	_____
Other Assets	_____	_____
Equity	_____	_____
Total Sources	_____	100%

#### Use of Funds

Soft Costs	_____	_____
_____	_____	_____
Hard Construction Costs	_____	_____
Total Uses	_____	_____

See Sources and Uses in Business Summary or Business Plan and insert here

## **EXHIBIT D**

### **SERVICES**

- 1. Project Analysis and Strategy**
  - a. Project Due Diligence
  - b. Financial Analysis and Viability Study
  - c. EB-5 Feasibility Analysis
  - d. Offering Amount Projection
  - e. Job Creation Analysis
  - f. Economic Impact Analysis and Forecast
  - g. EB-5 Outside Professional Engagement(s)
  - h. TEA Designation
  - i. Regional Center Affiliation Strategy and Agreement (if necessary)
- 2. New Commercial Enterprise**
  - a. Articles of Organization
  - b. Management Structure
  - c. EB-5 Compliant Operating Agreement
  - d. New Commercial Enterprise Business Plan
  - e. New Commercial Enterprise Marketing Strategy
- 3. Offering Documents**
  - a. Offering Due Diligence
  - b. Confidential Private Placement Memorandum
  - c. Subscription Agreement (Regulation S and/or Regulation D)
  - d. Escrow Agreement and Instructions
  - e. Foreign Language Translation Services
- 4. Fund Management**
  - a. Subscription Review and Analysis
  - b. Subscription Acceptance and Rejection Notices
  - c. New Commercial Enterprise Administration and Recordkeeping
  - d. Investor Communications
  - e. Foreign Marketing Relations
  - f. USCIS Point of Contact – Requests for Information

# EXHIBIT D

## TERMS AND CONDITIONS

1. Independent Contractor. Service Provider and its employees are independent contractors, and nothing herein shall be deemed to cause or result in the formation of an agency, joint venture, or partnership relationship between the parties hereto, or to create or establish the relationship of employer and employee between Company and Service Provider. No party has the right or authority to bind the other or to make statements or representations on behalf of the other. Neither party is responsible for compensation owing to, benefits available to, or withholding obligations (including, without limitation, taxes, unemployment insurance, and workers' compensation payments) of employees of the other party.

2. Confidentiality. The parties agree, and will instruct and cause their affiliates, directors, officers, employees, members, partners, attorneys, accountants, insurers, consultants, bankers, brokers, or financial advisors to (i) keep the terms of this Agreement and the Confidential Information (defined below) in strictest confidence and not disclose same to any third party, except as required by law or as consented to by the other party and (ii) not use, lecture upon, or publish any of such information unless the other party expressly authorizes such in writing. The parties shall only disclose this Agreement to those affiliates and their respective directors, officers, employees, members, partners, attorneys, accountants, insurers, consultants, bankers, brokers, or financial advisors who have a need to know.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any non-public information about the parties, including, without limitation, the parties' or business, vendors, customers, services, employees, finances, costs, expenses, financial or competitive condition, policies and practices; research and development efforts; marketing and distribution efforts; other information expressly licensed or disclosed to the recipient in confidence; the terms of this Agreement; and any other non-public information that has or may have economic value to the parties by reason of not being generally known; *provided, however*, that such information shall constitute "Confidential Information" only if such information is clearly labeled "Confidential" or "Proprietary" at the time of its delivery to the recipient or, if such information is delivered in intangible form, the recipient is notified of the confidential nature of such information verbally at the time of disclosure to the recipient.

(b) Consent and Return of Confidential Information. During the term of this Agreement and at all times thereafter, neither party shall divulge, disclose, or convey to any other person or entity any Confidential Information of the other without the written consent of the party claiming confidentiality, which may be granted or withheld in such party's sole discretion. At the termination of this Agreement, if the parties' relationship is not continued or extended by a subsequent agreement, each party shall return any and all Confidential Information belonging to the other within five (5) days after the termination of this Agreement. Neither party shall disclose the terms and conditions of this Agreement to any person or entity without the prior written consent of the other party, which may be granted or withheld in such party's sole discretion.

(c) Exceptions. Nothing in this Section shall apply to any information, regardless of its status as Confidential Information, if such information: (i) is already in the public domain at the time of disclosure to the recipient or later comes into the public domain through no fault of the recipient; (ii) is learned by the recipient from a source other than the party claiming confidentiality, which source is under no obligation of confidentiality with respect to such information; (iii) is released for publication by the party claiming confidentiality; (iv) is independently developed by the recipient without use of or reference to the Confidential Information; or (v) is required to be disclosed by the recipient pursuant to an order or decree of a court, arbitral tribunal, or other governmental or quasi-governmental office, organization, administration, department, municipality, or instrumentality; provided that the recipient gives the party claiming confidentiality prompt notice of such request so that such party may seek an appropriate protective order.

3. Mutual Indemnification. Each party will indemnify, defend, and hold the other harmless against all loss, cost, damage, liability, and expense (including, without limitation, attorneys' fees and costs of suit) arising

out of third party claims (including, without limitation, the parties' respective employees) based on, arising out of, or related to: (i) the falsity of any representation or warranty made by the indemnifying party set forth in this Agreement; (ii) the breach, by the indemnifying party, of any of its duties or obligations under this Agreement; or (iii) the negligent or intentional wrongful acts or omissions of the indemnifying party in performance of this Agreement. The indemnitor's obligations under this Section are conditioned upon receiving prompt notice of a claim from the indemnitee. The indemnitor will be entitled exclusively to control the defense and, consistent with the indemnitee's rights hereunder, all settlement negotiations. At the indemnitor's expense, the indemnitee will provide reasonable assistance in defense of the claim including, but not limited to, promptly furnishing the indemnitor with all relevant information within its possession or control. Because the indemnitor will provide the defense, the indemnitor will not be liable for any separately incurred attorneys' fees or costs of the indemnitee. The indemnitee may participate in the defense, but in no event will the indemnitor be liable for the indemnitee's separate attorneys' fees or costs. The indemnitor may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of the indemnitee, which may not be unreasonably withheld.

(a) Indemnification Process. The indemnified party agrees to give the indemnifying party prompt written notice of any threat, warning, or notice of any such claim or action. The indemnifying party shall have the right to conduct the defense of any such claim or action and, consistent with the indemnified party's rights hereunder, all negotiations for its settlement; *provided, however*, in no event shall the indemnifying party enter into any settlement without the indemnified party's prior written consent, which shall not be unreasonably withheld. The indemnified party may participate, at its own expense, in such defense or negotiations to protect its interests.

(b) Settlements. The indemnifying party agrees that without the express prior written consent of the indemnified party it shall not, settle any pending or threatened suit, action, claim, or proceeding as to which indemnifying party is required to provide an indemnification pursuant to this Section.

(c) Investigations. The indemnifying party shall also promptly reimburse the indemnified party for all reasonable expenses (including reasonable attorneys' fees to the extent provided herein) as they are incurred by such indemnified party in connection with investigating, preparing, defending, or providing evidence in, any pending or threatened suit, action, claim, or proceeding in respect of which indemnification may be sought hereunder (whether or not such indemnified party is a party to such suit, action, claim, or proceeding).

4. LIMITATION OF LIABILITY. EXCEPT FOR LIABILITIES UNDER SECTION 3 OF THESE TERMS AND CONDITIONS (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT DAMAGES, PUNITIVE DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT THAT ANY DAMAGE OR INJURY ARISES FROM THE JOINT OR CONCURRENT NEGLIGENCE OF ANY PARTY OR PARTIES INDEMNIFIED HEREUNDER, THE LOSS AND ALL ASSOCIATED COSTS SHALL BE BORNE BY SUCH PARTY OR PARTIES PROPORTIONATELY TO THEIR DEGREE OF NEGLIGENCE.

5. Non-Solicitation. During the Term of this Agreement and for a period of twelve (12) months thereafter, Company shall not directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employment of Service Provider. If Company breaches this Section, it shall, on demand, pay to Service Provider a sum equal to one year's base salary of that employee plus the recruitment costs incurred by Service Provider to replace such employee.

6. Non-Exclusivity and Non-Compete. Service Provider retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.

7. EB-5 Financing Not Guaranteed. Despite the performance of the Services and the Service Provider's efforts to design and implement an EB-5 investment opportunity, there can be no assurance that the contemplated Offering will close as anticipated. It is not possible to determine with absolute certainty in advance of the Offering whether the Offering will be successful and whether the EB-5 Program or the Project will perform as

anticipated. Company hereby acknowledges that Service Provider will provide the Services, but cannot not guaranty that its efforts will result in a successful Offering.

8. Delays. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Company or its agents, subcontractors, consultants, or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Company, in each case, to the extent arising directly or indirectly from such prevention or delay.

9. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. All notices shall be delivered or sent to the addresses below and to attention of the persons identified as follows:

<p>If to Service Provider:</p> <p>LIBERTY REGIONAL CENTERS, LLC</p> <p>c/o David Keller 23150 N Pima Rd., Suite 2B Scottsdale, Arizona 85255</p> <p>Facsimile: 480-426-0280 E-mail: <a href="mailto:dkeller@libertyregionalcenters.com">dkeller@libertyregionalcenters.com</a></p>	<p>If to Company:</p> <p>WINNETT PERICO, INC.</p> <p>c/o [ADDRESS]1635 Foxtrail Drive <a href="#">Loveland, CO 80538</a></p> <p>Facsimile: <u>None</u> E-mail: <a href="mailto:dennis_brewer@winnettorganics.com">dennis_brewer@winnettorganics.com</a></p> <p>With a simultaneous copy to (but which shall not constitute notice):</p> <p>[LEGAL COUNSEL AND CONTACT INFORMATION]</p> <p>Facsimile: E-mail:</p>
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10. Service Provider Representations, Warranties, and Agreements.

(a) Due Organization. Service Provider is duly organized and in good standing under the laws of the state of its organization.

(b) Due Authorization and Enforceability. Service Provider has the full right, power, and authority to enter into this Agreement, and to perform and discharge its obligations hereunder; and this Agreement has been duly authorized, executed, and delivered by Service Provider, and constitutes a valid, legal, and binding obligation of Service Provider, enforceable against Service Provider in accordance with its terms. In addition, there is no action, suit, investigation, or proceeding pending or threatened before any court, arbitrator, or any governmental body, agency, or official that affects or involves the subject matter of, or could impair, Service Provider's performance under this Agreement.



(c) No Conflict. The execution, delivery, and performance by Service Provider of this Agreement and the consummation of the transactions contemplated hereby, will not: (i) conflict with or result in a breach or violation of, or constitute a default under (nor constitute any event which with or without notice, lapse of time, or both would result in any breach or violation of or constitute a default under), any agreement; (ii) result in any violation of the provisions of the organizational documents of Service Provider; or (iii) result in any violation of any U.S. law, statute, rule, regulation, judgment, order, or decree of any court or governmental agency or body, having jurisdiction over Service Provider.

(d) Foreign Corrupt Practices. Neither Service Provider nor, to Service Provider's knowledge, any other person associated with or acting on behalf of Service Provider, including without limitation any director, manager, officer, agent, or employee of Service Provider has, directly or indirectly, while acting on behalf of Service Provider: (i) used any funds for unlawful contributions, gifts, entertainment, or other unlawful expenses relating to political activity or failed to disclose fully any contribution in violation of law; (ii) made any payment to any federal or state governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by the laws of the United States or any jurisdiction thereof; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment.

(e) Money Laundering Laws. The operations of Service Provider are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the USA PATRIOT Act, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations, or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit, or proceeding by or before any court or governmental agency, authority, body, or any arbitrator involving Service Provider with respect to the Money Laundering Laws is pending, or to the knowledge of Service Provider, threatened against Service Provider.

(f) Service Provider's Obligations. Service Provider shall perform the Services in a professional and workmanlike manner in accordance with industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Service Provider shall use reasonable efforts to meet any performance dates agreed to among the parties, and any such dates shall be estimates only.

#### 11. Company Representations, Warranties, and Agreements.

(a) Limitations. Company will not: (i) make any representation to any potential investor regarding Service Provider, Issuer, the financial advisability of investing in Issuer, or otherwise; (ii) engage in any negotiations whatsoever on behalf of Issuer or Service Provider, or any potential investor in Issuer; (iii) make recommendations concerning the terms, conditions, or provisions of any agreement between Issuer and a potential investor related to Issuer, or the manner or means of consummating an investment in Issuer; (iv) provide legal advice to any investor in connection with their obtaining an EB-5 visa; (v) enter into any agreements or understanding with potential investors on behalf of Issuer or Service Provider; or (vi) enter into any agreements of any nature whatsoever with any other third party (including, but not limited to, any foreign placement consultants, brokers, dealers, or finders) that relate in any way to Issuer, Service Provider, or the Project investment opportunity without the express prior written consent of Service Provider. In addition, Company will comply with the Regulation S and Regulation D (defined above). Company will supply such information and representations to Service Provider that Service Provider may reasonably request to assure that Company has abided by Regulation S pursuant to the securities laws of any country in which a non-U.S. Investor resides and/or is a resident. Company will not directly or indirectly, take any action or allow anyone to take action on its behalf, if, as a result, the offer and sale of Units would fail to be entitled to the exemption provided for in Regulation S and Regulation D. Company has not engaged in and shall not engage in, and has not allowed and shall not allow anyone acting on its behalf to engage in, any "directed selling efforts" inside of the United States as such phrase is defined in Regulation S.

(b) Due Authorization and Enforceability. Company has the full right, power, and authority to enter into this Agreement, and to perform and discharge its obligations hereunder; and this Agreement has been duly authorized, executed, and delivered by Company, and constitutes a valid, legal, and binding obligation of Company, enforceable against Company in accordance with its terms. There exist no prior commitments, other obligations, or necessary rights, licenses, services, or approvals from any third parties which would prevent Company from making all of the grants and undertakings provided for in this Agreement. In addition, there is no action, suit, investigation, or proceeding pending or threatened before any court, arbitrator, or any governmental body, agency, or official that affects or involves the subject matter of, or could impair, Company's performance under this Agreement.

(c) No Conflict. The execution, delivery, and performance by Company of this Agreement and the consummation of the transactions contemplated hereby, will not: (i) conflict with or result in a breach or violation of, or constitute a default under (nor constitute any event which with or without notice, lapse of time, or both would result in any breach or violation of or constitute a default under), any agreement; (ii) result in any violation of the provisions of the organizational documents of Company; or (iii) result in any violation of any law, statute, rule, regulation, judgment, order, or decree of any court or governmental agency or body, domestic or foreign, having jurisdiction over Company.

(d) Compliance with Laws. Company is in compliance with any and all applicable laws, regulations, and codes of conduct related to its activities.

(e) Legal Proceedings. There are no legal or governmental actions, suits, claims, or proceedings pending or, to Company's knowledge (which as used in this Agreement means the actual, current knowledge of Company's representative after reasonable inquiry and investigation), threatened or contemplated to which Company is or would be a party before or by any federal, state, local, or foreign governmental or regulatory commission, board, body, authority, or agency, or before or by any self-regulatory organization or other non-governmental regulatory authority. To Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by other third parties.

(f) Foreign Corrupt Practices. Neither Company nor, to Company's knowledge, any other person associated with or acting on behalf of Company, including without limitation any director, manager, officer, agent, or employee of Company has, directly or indirectly, while acting on behalf of Company: (i) used any funds for unlawful contributions, gifts, entertainment, or other unlawful expenses relating to political activity or failed to disclose fully any contribution in violation of law; (ii) made any payment to any federal or state governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by the laws of the United States or any jurisdiction thereof; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment.

(g) Money Laundering Laws. The operations of Company are and have been conducted at all times in compliance in all material respects with applicable Money Laundering Laws and no action, suit, or proceeding by or before any court or governmental agency, authority, body, or any arbitrator involving Company with respect to the Money Laundering Laws is pending, or to the knowledge of Company, threatened against Company.

(h) Company's Obligations. Company shall: (i) cooperate with Service Provider in all matters relating to the Services and appoint a Company employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of the Company with respect to matters pertaining to this Agreement (the "Company Contract Manager"); (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorization, decisions, or due diligence responses that are reasonably necessary for Service Provider to perform the Services in accordance with the requirements of this Agreement; and (iii) provide such Company and Project information as Service Provider may reasonably request in order to carry out the Services, in a timely manner, and ensure that such information is complete and accurate in all material respects.

12. General.

(a) Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles. Except for actions seeking injunctive relief, disputes involving nonpayment, or suit to compel compliance with this dispute resolution process, the parties agree to use the dispute resolution procedures set forth in this Section with respect to any controversy or claim arising out of or relating to this Agreement or its breach. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement. In the event of a qualifying dispute between the parties under this Agreement, the parties agree to promptly meet and confer with the goal of settling such dispute. If the parties are unable to reach a prompt, amicable agreement concerning such dispute, the parties agree to submit the matter to non-binding mediation. If the parties cannot agree on a mediator, the Judicial Arbitration and Mediation Service, Inc., ("J.A.M.S."), will be requested to provide a mediator with expertise in the subject matter of this Agreement. The mediation fee, if any, shall be divided equally between the parties. Failing the resolution of their dispute by mediation, the parties shall submit to binding arbitration conducted in the English language in Phoenix, Arizona. Any dispute not resolved by negotiation and mediation shall be settled by arbitration administered by J.A.M.S. and in accordance with the UNCITRAL Arbitration Rules as at present in force. Notwithstanding the foregoing, nothing herein shall be interpreted to require either party to submit the matter of termination of this Agreement to arbitration prior to exercising its right of termination, as provided herein.

(i) Unless otherwise agreed by the parties hereto, the dispute will be submitted to a single arbitrator. The ICDR will appoint the arbitrator pursuant the applicable rules. The arbitration proceedings, all documents submitted therein, and the award of the arbitral panel shall be in the English language. The arbitration proceedings shall be held in Phoenix, Arizona. Both parties hereto shall be entitled to representation by counsel, to appear and present written and oral evidence and argument and to cross-examine witnesses presented by the other party. The arbitral award shall be in writing (in English) and the arbitrator shall provide written reasons for its award. The award of the arbitrator shall be final and binding upon the parties hereto.

(ii) The provisions of this Section shall survive and bind the parties hereto, notwithstanding any expiration or termination of this Agreement, whether by way of the exercise of rights of termination hereunder or thereunder, passage of time or otherwise. The provisions of this Section shall be severable and binding on the parties hereto, notwithstanding that any other provision of this Agreement may be held or declared to be invalid, illegal, or unenforceable.

(iii) In the event of arbitration, the prevailing party in such proceeding is entitled to receive its costs, expert witness fees, and reasonable attorneys' fees and necessary disbursements in addition to any other relief to which such party may be entitled.

(b) Amendment and Waiver. No provision of this Agreement may be waived unless in writing signed by all of the parties to this Agreement. The waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision. This Agreement may be amended only by a written agreement executed by all of the parties.

(c) Assignment. This Agreement and the rights hereunder may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, except that Service Provider may assign this Agreement to an affiliate or in connection with a merger, consolidation, or other similar reorganization or an acquisition of substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

(d) Further Assurances. To the extent that additional agreements, documents, or instruments are necessary or are, in good faith, believed to be necessary by either party in order to vest in such party any right or benefit conferred or recognized under this Agreement, then such party may request the other party to execute and deliver such additional or other agreements, documents, or instruments as may, in good faith, be believed, by either party, to be necessary to vest in such party such rights or benefits.

(e) Force Majeure. Neither party shall be liable to the other for any failure or delay to perform its obligations under this Agreement where such delay or failure is caused by natural hazard and/or disaster, labor unrest, riot, civil commotion, lockout, fire, flood, earthquake, typhoon, war, acts of foreign enemies, perils of the sea, or other perils and any cause or circumstance whatsoever beyond the control of either party. In any of these events the affected party shall, for the duration of such event, be temporarily relieved of its obligation impacted by the event.

(f) REPRESENTATION BY COUNSEL. EACH PARTY REPRESENTS THAT: (A) IT HAS BEEN REPRESENTED BY COMPETENT COUNSEL OF ITS CHOICE, OR HAS HAD THE OPPORTUNITY TO ENGAGE SUCH COUNSEL, IN THE REVIEW AND EXECUTION OF THIS AGREEMENT; (B) IT HAS READ AND FULLY UNDERSTANDS THE TERMS HEREOF; AND (C) IT AND ITS COUNSEL HAVE BEEN AFFORDED AN OPPORTUNITY TO REVIEW THE TERMS OF THIS AGREEMENT AND THAT IT INTENDS TO BE BOUND HEREBY. IN ACCORDANCE WITH THE FOREGOING, THE GENERAL RULE OF CONSTRUCTION TO THE EFFECT THAT ANY AMBIGUITIES IN A CONTRACT ARE TO BE RESOLVED AGAINST THE PARTY DRAFTING THE CONTRACT SHALL NOT BE EMPLOYED IN THE CONSTRUCTION AND INTERPRETATION OF THIS AGREEMENT.

(g) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be or becomes prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(h) Press Releases and Announcements. Company may not issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use Service Provider's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the Service Provider.

(i) Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A party may deliver this Agreement by transmitting a facsimile or other electronic signature of this Agreement signed by such party to the other party, which facsimile or other electronic signature shall be deemed an original for all purposes.

(j) Headings. The section and subsection headings contained in this Agreement are included for convenience only and form no part of the agreement between the parties.

(k) Legal Fees and Costs. In any action involving the parties that arises out of this Agreement, the prevailing party (which shall include without limitation the party against whom a legal action is filed and later voluntarily dismissed in whole or in part, regardless of the reason for that dismissal) shall recover from the other party, in addition to any damages, injunctive, or other relief, all costs (whether or not allowable as "cost" items by law) reasonably incurred at, before, and after trial or on appeal, or in any bankruptcy proceeding, including without limitation reasonable attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses, whether or not that action is prosecuted to judgment.

(l) Jury Trial Waiver. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

## EXHIBIT E

### EB-5 PRIVATE PLACEMENT DUE DILIGENCE QUESTIONNAIRE

TO BE COMPLETED SEPARATELY BY EACH PRINCIPAL OF COMPANY

**INSTRUCTIONS:** Answer the following questions in narrative style and attach additional pages as necessary.

All of the information sought in this questionnaire, or collected as a result of background checks from this questionnaire, will be kept confidential within Service Provider and among its officers, directors, and attorneys.

1. **Former Securities Broker or Commodity Industry Status.** Have you ever been a member of NASD, FINRA, or NFA, or been employed by or been a registered representative or agent of a broker-dealer firm or commodity pool operator or commodity broker? If so, what is your CRD number or NFA number?
2. **Aliases.** Have you ever been known by or used any other name? Have you ever used any other social security number?
3. **Certain Proceedings.** During the past ten years:<sup>2</sup>

(a) Has a petition under the federal bankruptcy laws or any state insolvency law been filed by or against you, or a receiver, fiscal agent or similar officer appointed by a court for the business or property of: (i) you, (ii) any partnership in which you were a general partner at, or within two years before, the time of such filing, or (iii) any corporation or business association of which you were an executive officer at, or within two years before, the time of such filing?

Yes \_\_\_\_\_

No \_\_\_\_\_

(b) Have you been indicted under any criminal laws, convicted in a criminal proceeding, or named the subject of a pending criminal proceeding (excluding traffic violations and other minor offenses)?

Yes \_\_\_\_\_

No \_\_\_\_\_

(c) Have you been the subject of any administrative or court order, judgment, decree or consent agreement of any court that permanently or temporarily enjoined or limited you from any of the following activities:

(i) acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the Commodity Futures Trading Commission, or an associated person of any of the foregoing;

---

<sup>2</sup> To compute the ten-year period, use the date on which a final order, judgment or decree was entered or the date on which any right of appeal from preliminary orders, judgments or decrees has lapsed. For bankruptcy, use the date of filing of an uncontested petition or the date on which approval of a contested petition became final.

(ii) acting as an investment advisor, underwriter, broker or dealer in securities; or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company; or engaging in or continuing any conduct or practice in connection with such activity;

(iii) engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of federal or state securities laws or federal commodities laws or

(iv) engaging in any type of business or commercial activity?

Yes \_\_\_\_\_

No \_\_\_\_\_

(d) Have you been the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting for more than 60 days your right to engage in any activity described in subparagraph (c) above or to be associated with persons engaged in any such activity?

Yes \_\_\_\_\_

No \_\_\_\_\_

(e) Have you been found by a court in a civil action or by the Securities and Exchange Commission to have violated any federal or state securities law?

Yes \_\_\_\_\_

No \_\_\_\_\_

(f) Have you been found by a court in a civil action or by the Commodities Futures Trading Commission to have violated any federal commodities law?

Yes \_\_\_\_\_

No \_\_\_\_\_

(g) Have you been the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree, or finding relating to an alleged violation of: (i) any federal or state securities or commodities law or regulation, (ii) any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order, or (iii) any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity? (Note that (g)(i), (ii), and (iii) does not include any settlements of civil proceedings among private litigants.)

Yes \_\_\_\_\_

No \_\_\_\_\_

(h) Have you been the subject of, or a party to, any sanction or order of any self-regulatory organization (such as FINRA), any CFTC-registered entity, or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member?

Yes \_\_\_\_\_

No \_\_\_\_\_



**If you answered “yes” to any of the questions in this Section 3, please describe such event.**

4. **Knowledge of Background of Other Principals.** Do you know of the existence of any of the above background items in any of the other managers, officers, directors, or material owners of the Company?
5. **Finders or Brokers.** Do you, or does the Company intend to have any finders or brokers selling the securities, or pay anyone any commissions or fees for finding money for the Company in this offering? (If so, they will need to complete this questionnaire, and we will need to discuss the complex regulatory issues. Please list the names and company names of any such persons.)

Yes \_\_\_\_\_

No \_\_\_\_\_

6. **Biography and/or Resume.** If you have not already done so, please provide to the email address above a biography and/or resume for yourself for at least the past 15 years.

**[BALANCE OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

## SIGNATURE PAGE AND CONTACT INFORMATION

I hereby acknowledge that the foregoing answers and information I have provided on the corresponding questionnaire are correct and complete to the best of my knowledge. I agree to immediately notify Service Provider of any changes in the foregoing answers or information.

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

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

Title and Positions currently held with the Company: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Business Address (if other than that of the Company):

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_

Business e-mail: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

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

\_\_\_\_\_  
Home Phone: \_\_\_\_\_

Home e-mail:<sup>3</sup> \_\_\_\_\_

Preferred method of contact for correspondence regarding this Questionnaire and the offering?

\_\_\_\_\_  
Social Security Number: \_\_\_\_\_

CRD # or NFA #:<sup>4</sup> \_\_\_\_\_

Append additional pages for narrative responses to any questions not answered "No" or "None."

Yes \_\_\_\_\_

No \_\_\_\_\_

<sup>3</sup> If you prefer to be contacted at home for correspondence regarding this questionnaire and the offering.

<sup>4</sup> Applicable only to former NASD or FINRA brokers or commodity pool operators or brokers.

Jay Carter | [jcarter@libertyregionalcenters.com](mailto:jcarter@libertyregionalcenters.com)

November 12, 2014

Mr. Dennis S. Brewer  
Chief Executive Officer  
Winnett Perico, Inc.  
1635 Foxtrail Drive #352  
Loveland, CO 80538

Dear Mr. Brewer;

## LETTER OF INTENT – WINNETTORGANICS \$40 MILLION PROJECT

Thank you for the opportunity to meet your team and review your project. At Liberty Regional Centers, we strive to unite global capital with U.S. opportunities that create jobs and enhance economic development.

With the initial discussions we have had on the WinnettOrganics project it seems that your project will meet the EB-5 Foreign Investor requirements, therefore we are pleased to extend a Letter of Intent and to complete the EB-5 process once the Liberty Regional Centers Service Agreement is executed.

The following items comprise the general terms and conditions upon which Liberty West Regional Centers (hereafter referred to as LWRC) will complete the documents required by USCIS including a Private Placement Memorandum.

### GENERAL TERMS

- Total capital stack must to be secured and committed prior to the EB-5 process begins.
- Location will need to meet USCIS Targeted Employment Area (TEA) or Rural Area requirements.
- LRC will facilitate an equity raise of \$40 Million at \$35 per share. Final raise amount to be determined by total jobs created, verified through an Economic Impact Study and Business Plan.
- WinnettOrganics, LLC shall pay Liberty Regional Centers a five percent (5%) Management Fee per annum paid on a quarterly basis.
- A business plan including direct job numbers, five-year pro forma, and feasibility study are required for the project. Project due diligence will be performed by a third party due diligence company.

Note: these terms are only general guidelines, based upon the information received at this time.

### LIBERTY REGIONAL CENTERS

You will find that Liberty Regional Centers is unique in its approach to the EB-5 program. Most organizations focus on only one facet of EB-5. Not only do we help our Foreign Investors secure Green Cards, but we create a

23150 N Pima Rd. Suite 2B, Scottsdale, AZ 85255

Office: 480.426.0284 | [www.LibertyRegionalCenters.com](http://www.LibertyRegionalCenters.com)

safe environment through our extensive due diligence process. We are careful to evaluate each project's job creation and financials, helping to insure that the project will deliver the jobs needed for a successful 1-829 application.

Because we certify each project foreign agents and brokers gladly accept our project. LWRC has developed an extensive group of agents in China, India, Korea and other major countries able to bring foreign investors to EB-5 program. We have also launched website portal focused on potential investors within the U.S. LibertyLINKusa.com is focused on attracting F-1 or student visas currently being educated at our universities.

## EB-5 PROGRAM

Congress created the fifth employment-based preference EB-5 in 1990 as part of a general overhaul of the legal immigration system. INA § 203(b)(5), 8 U.S.C. § 1153(b)(5). Ten thousand visas are available to investors each year in this green card category. To qualify, a foreign investor must establish a new commercial enterprise in which he or she must normally invest at least \$1 million. If the investment is in a rural or high unemployment area, however, \$500,000 will suffice. The investment must create or save at least ten full-time jobs for U.S. citizens, permanent residents, or other immigrants authorized to work in the United States. The ten workers cannot include the investor or the investor's immediate family.

Immigrant investors who wish to participate in the EB-5 Program must invest the required minimum amount of capital (either \$500K or \$1 million) into a new commercial enterprise or troubled business in the U.S. These foreign investors must establish that the investment capital derives from a lawful source, and that the money is both fully invested and at risk in order to qualify. The immigrant investor must file a Form 1-526, Immigrant Petition for Alien Entrepreneur. If approved, the alien is granted conditional permanent residence.

Approximately 2 years later, the immigrant investor files a Form 1-829, Petition by Entrepreneur to Remove Conditions. At the time of the 1-829 adjudication, the investor must demonstrate that the investment business plan was followed, the money remained fully invested in the business, and that at least 10 full-time jobs were created for U.S. workers as a result of the investment.

We look forward to working with you on this exciting project. If you have any questions or need additional information regarding the EB5 program please contact me.

Regards,



Jay Carter

President

Liberty Regional Centers, LLC

[jcarter@libertyregionalcenters.com](mailto:jcarter@libertyregionalcenters.com)

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

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602-628-1197 Cell

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Jay Carter | [jcarter@libertyregionalcenters.com](mailto:jcarter@libertyregionalcenters.com)

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Regards,



Jay Carter

President

Liberty Regional Centers, LLC

[jcarter@libertyregionalcenters.com](mailto:jcarter@libertyregionalcenters.com)

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