

TradeKey.com**Service Agreement for VIP-Membership**

This agreement is made at the time of purchase between TradeKey.com ("Tradekey") and Winnett Cattle Company, Inc. ("Client"). Tradekey hereby commits to provide the services as specified into Invoice to the client subject to the terms and conditions mentioned herein this contract.

A) General Terms & Conditions

Client and Tradekey hereby agree to the following terms and conditions:

- i. Subject to the terms of this contract, premium membership will only be granted to the client upon clearance of payment made by/on behalf of the client.
- ii. The client acknowledges and agrees that the provision of features, products, and services are subject to Compliance / Verification /Authentication of the provided information. Tradekey shall have the right to refuse to provide the features, products and services, if the client does not comply with the policies of Tradekey/applicable laws.
- iii. Unless otherwise agreed by the Parties, the service period for the Premium Service shall be subject to mentioned in Invoice from the activation date of the Account. Activation of the Account shall be notified to client via email to such email address provided by client upon registration for the Service.
- iv. The service period for any Value Added Service shall be the agreed period specified in the relevant Service Order provided that if Client's Gold Supplier Service expires or terminates, all of its Value Added Services under the same Account shall expire/ terminate simultaneously.
- v. Client hereby agrees and undertakes that they will not violate any applicable law(s) including but not limited to intellectual property laws and TradeKey policies.
- vi. Client hereby agrees and undertakes to fully indemnify TradeKey for any loss or damages suffered by TradeKey due to wrong doing of client.
- vii. Client agrees not to disseminate any collected data/information, using this membership, to any third party.
- viii. Client agrees that the information provided to TradeKey is true, accurate, valid and complete and client will promptly update the client information to keep it true, accurate, valid, and complete when changes occur. Client may edit, update or alter their personal identifiable information at any time by using the tools provided by the Site and following the defined procedure - to protect client's interests.
- ix. Client hereby grants an irrevocable, perpetual, worldwide and royalty-free, sub-licensable license to TradeKey, to display, use and reuse all information provided by such Client in accordance with the purposes set forth in these Terms of Use and to exercise the copyright, publicity, and database rights the Client has in such material or information, in any media known.
- x. This Agreement will expire on the day when all the service periods expire unless early terminated according to the terms of this Agreement.
- xi. Tradekey reserves the right to modify its pricing structure and payment conditions from time to time at its sole discretion.
- xii. Client will be allowed to carry out the advertising/posting/trading of their products with the exception of any products falling under Counterfeit/replica/banned/restricted Products as per TradeKey Product Posting Policies. These are strictly prohibited on TradeKey in any form/manner and any client found by TradeKey to be engaged in dealing in such products will be issued a notification by email to cease and desist from such actions as required. Client is therefore encouraged to oblige with TradeKey Product Posting Policies in order to avoid any further action.
- xiii. TradeKey reserves the right to terminate Client's access to the Site or to any of the products and services provided with prior notice for violating the site's Terms of Use, Privacy Policy, IPR Infringement Policy (available on TradeKey website) which may be changed with notice to client. In case client does not agree with the changes made, client will be required to give notice in writing within five working days to TradeKey for termination of his/her account.
- xiv. TradeKey further reserves the right to terminate Client's access to the Site or to any of the products and services provided with prior notice, for any conduct that in its sole discretion TradeKey believes is or may directly or indirectly be harmful to other Clients, to TradeKey or its subsidiaries, affiliates or business contractors or to other third parties or for any conduct that violates any local or international laws or regulations.
- xv. In all such cases wherein client's access to the site is terminated on account violation of any applicable policies, the membership fees paid by the client shall be confiscated as a penalty. Thus TradeKey shall not be liable to entertain any claim made by the client for the refund of paid amount.

- xvi. This is entire agreement and supersedes all previous agreements, if any discussed or committed with the client. Thus any change to this agreement shall be made in writing signed by both parties.
- xvii. Client is required to provide Business License/certificate or any other license necessary to carry out the business activity linked with advertised products on TradeKey.
- xviii. Tradekey will ensure not to disclose any confidential information of the client to any third party or its competitors such as products prices, technical information, personal buyer data or any other business insights. An NDA can be signed between both parties if needed. Tradekey understands and takes special care in maintaining the confidentiality of sensitive information of their premium clients.
- xix. TradeKey shall not be deemed in default of this Agreement for, any cessation, interruption or delay in the performance of its obligations due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond its reasonable control.
- xx. The liability of providing optimum level of services (as committed and specified under Invoice of this contract) by TradeKey will be subject to fulfillment of operational requirements that will be communicated to the client by the buyer consultant during the process of services activation. The buyer consultant shall however be required to provide complete guidance to the client in explaining the requirements and assisting the member till required information/data is duly received and requirements are fulfilled.
- xxi. If there is any conflict between the English version and another language version of this Agreement, the English version shall prevail. Any non-English version of this Agreement is provided for reference purposes only.

B) Terms of Services**1) Buyer Consultant**

- i. Buyer consultant is required to work with full focus on one product line as committed.
- ii. Client will be required to provide TradeKey at least 5- 10 products in the product line enabling TradeKey to provide services.
- iii. TradeKey will require at least 10 working days to up-grade account after clearance of payment from the finance dept.
- iv. Client will be required to keep Buyer Consultant in loop for all communications between client and their buyers.
- v. Client's company will be required to assign an account operator/coordinator/sales/technical person in order to assist the buyer consultant i.e. providing company/product information/quotations and in connecting the buyers to the VIP client.
- vi. Buyer Consultant may avail leaves/ holidays as per Leaves policy of TradeKey.
- vii. The activation of VIP membership shall be subject to provision of Business License certificate from client's end.

2) VIP- GK

The features provided under VIP-GK may be modified or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of TradeKey upon notification.

3) Exclusive Website/Web DHS

Client agrees that their product based website service/Web DHS are subject to time to time changing policies of third party service providers (Domain Registrar, Data Centers)

I hereby, accept abovementioned terms and conditions.

TradeKey
Invoice

Invoice #: 89779
 Time Stamp: 01/02/2018
 Phone: 205-588-1483
 Fax: N/A

Sold To: Dennis Brewer
Company Name: Winnet Cattle Company
Address: Avondale, Arizona, USA
Phone: 1-6232079675
Business E-mail: dennis_brewer@winnetorganics.com

Package Name: VIP Services
Tradekey VIP Business Solution Plan

S.#	Coffee beans	Details
Section A: VIP GK Services		
1	VIP GOLD KEY service	20 Products showcase
		500 Sell Offers
		Sub Account
		Upload Company Video
		Upload Company Certificate
		Upload Company Brochures
		Unlimited Products Posting
		VIP client Unlimited buyers access
		Top Rank on top 3 products
Trust Point : VIP client TP raised to 8888 (raised to 9888 with ISO)		
Section B: VIP Buyer Consultancy Services		
2	Buyer Consultant service	08 hrs daily working (inclusive daily break), 5 days a week
		Buyer consultant standard: (1) Degree holder level background (2) Fluent in English (3) Expert in Computer, Internet & B2B
		Buyer consultant service: (1) Daily/weekly/monthly report to VIP client. (2) Tradekey inquiries (3) Tradekey data base buyer (4) Industry research on defined country (5) Blogs writing (include Facebook, Twitter, LinkedIn) (6) VIP client inquiry filtration/ verification & nurturing (via E-mail, Calls, Skype, QQ chat)

Total: US\$ 1000
Adjustment: US\$ 300
Grand Total: US\$ 700

Note: Buyer Consultant will be required to keep Client in loop for all communications between client and their buyers.

VIP Membership Tenure: 01 Month
Additional Notes:

- Customer will be facilitated with all the standard features of VIP Services
- Tradekey guarantee product relevant buyers as well as Dedicated Support from VIP Dept.
- Tradekey commits 10 connected & relevant buyers on monthly bases.
- In case of any discrepancy in committed services both parties will mutually discuss to resolve the incongruity.
- In case of continuance in disappointment, customer is allowed to get 100% refund of his paid amount.

Member's Signature & Stamp: _____

Step 1. Make your payment \$700 USD to Bank Wire Transfer:

Account Number: 381042238546
Account Name: Orbit Technologies LLC
Bank Name: Bank of America
Bank Address: Bank of America, N.A. 222 Broadway New York, NY 10038
Beneficiary Address: 264 Hemlock Terrace, Teaneck, NJ 07666 USA
ACH Routing Number: 021200339

And include the following in your Message to the Beneficiary:

Client Name: Dennis Brewer

TradeKey Registered ID: dennis_brewer@winnettorganics.com
Invoice Reference Number: 89779

For further more assistance please feel free to write us and if you meet any problem concerning the payment, please contact us at...

Call: +12055881484

Email: Info@tradekey.com

Thank you for using TradeKey.

Note: This page will be emailed to your email account for your record and future reference.

TradeKey.



Member's Signature & Stamp: _____

Advisory Agreement

This Advisory Agreement (this "Agreement") confirms the **non-exclusive** engagement of Fractal Advisors, LLC ("Fractal") by **Winnett Cattle Company, Inc.** and any of its affiliated companies (collectively, the "Company"), to serve as the Company's financial advisor with the objective of arranging financing for the Company. All other services to be provided by Fractal shall be agreed upon in separate written Agreements. ***Fractal capital providers shall be agreed upon in writing on Addendum A to this Agreement or via e-mail.***

1. Services to be performed.

- a) In an effort to secure financing for the Company, Fractal will perform the following (the "Services"), assist in i) the preparation and delivery of offering materials to potential lenders; ii) identifying and qualifying commercial banks, finance companies and other institutions reasonably acceptable to the Company that would potentially provide financing to the Company; iii) obtaining competitive advance rates on the Company's assets; iv) negotiating market competitive borrowing arrangements for the Company by soliciting proposals from commercial banks, finance companies and other institutions, including the negotiation of commitment fees, unused line fees, term of loans, amortization schedules, float days, collateral monitoring fees, interest rates, covenants, prepayment penalties, stock pledges, personal guarantees, legal and audit fees, closing fees, and cash management fees;
- b) Fractal shall devote such time as is reasonably required in order to perform the aforementioned Services; however, Fractal shall also be free to perform advisory services for other parties and engage in other business activities.
- c) In performing the Services described above, you agree to furnish or cause to be furnished to Fractal such information as Fractal reasonably believes appropriate to the execution of this Agreement (all such information so furnished being the "Information") and the Company authorizes Fractal to disseminate the Information to such commercial banks, finance companies and other financial institutions. The Company represents that all Information furnished by you or your agents will be complete and correct in all material respects, to the best of your knowledge, and that until the expiration of Fractal's engagement hereunder, you will advise Fractal immediately of the occurrence of any event or any other change known by you or your agents which results in the Information ceasing to be complete and correct in all material respects. The Company recognizes and confirms that Fractal (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated hereby without having independently verified any of the same and (b) does not assume responsibility for accurateness or completeness of the Information and such other information and (c) will not make an appraisal of any of the assets or liabilities of the Company.

- d) Nothing contained in this Agreement shall be construed to constitute Fractal as a partner, employee or agent of the Company. Instead, Fractal has been engaged by the Company as an independent contractor. Fractal shall not have the power or authority to bind the Company to any contract or commitment.

2. Confidentiality.

Fractal agrees to maintain the confidentiality of all Information provided to it by the Company regarding the Company, and shall not disclose any such information to any person other than employees of Fractal and such commercial banks, finance companies and other financial institutions without the prior consent of the Company. The obligations regarding confidential information received hereunder shall not apply to any such information which: 1) is or becomes part of the public domain or is or becomes publicly available without breach hereof by Fractal; or 2) is lawfully acquired by Fractal from a source not under any obligation to the Company regarding disclosure of such information and its release is expressly authorized by such source; or 3) is disclosed to any third party by or with the permission of the Company without confidentiality restrictions; or 4) is developed by or on behalf of Fractal by individuals who have not received confidential information hereunder.

3. Consideration.

In consideration of Fractal performing these Services, the Company will pay Fractal the following fees: i) In the event that Fractal introduces to the Company or obtains for the Company a proposal letter or letters from persons or institutions interested in providing financing to the Company, and the Company enters into definitive financing documents with such persons or institutions, the Company shall pay to Fractal a Success Fee equal to the below modified "Lehman Scale" based on the committed amount of any Financing.

\$0 - \$30,000,000	= 1.00%
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Company hereby agrees that Fractal will be paid from the first proceeds of any transaction pursuant to the terms of this Agreement.

4. Termination

This Agreement shall be in effect until the earlier of the date four months after the execution of this Agreement or until a transaction is closed, and during this four month period, may not be terminated by either party except in cases of a material breach by the other party, and shall renew on a monthly basis thereafter if a transaction is not already closed.

During any renewal period, either party may terminate this agreement upon 14 days prior written notice to the other party unless lenders introduced by Fractal are still reviewing the transaction. Notwithstanding termination of this letter, the Company shall be obligated to pay any fees or amounts to Fractal as specified in paragraph 3 above. Company's payment obligations and any indemnification obligations shall survive termination of this agreement

until fully performed.

5. Credit.

Upon the consummation of any Financing, Fractal may, at its own expense, place announcements in financial and other newspapers and periodicals (such as a customary "tombstone" advertisement) describing its services in connection therewith. The content of any such announcement shall be subject to the Company's prior approval, which approval shall not be unreasonably withheld.

6. Indemnification

The following provisions regarding indemnification, contribution and related matters have been agreed to by the Company and Fractal.

- a) The Company shall indemnify and hold harmless Fractal, and its partners, officers, agents, employees and affiliates (collectively, "indemnitees") from and against all losses, claims, judgments, liabilities, costs, damages and expenses, including reasonable attorneys' fees (collectively "Claims"), that Fractal may incur and which are based upon, or arise out of, any services that Fractal provides to the Company as its agent and advisor in connection with the Services, pursuant to this Agreement. The Company shall defend any such Claim asserted against Fractal through counsel reasonably satisfactory to Fractal, which with Fractal's approval may be the Company's counsel. The Company shall pay Fractal's fees and expenses, including counsel fees, as they are incurred in defending any such Claim, and Fractal shall repay the Company for any costs and expenses advanced by the Company pursuant to the preceding sentence, in a case where it has been determined in a final judgment by a court of competent jurisdiction (not subject to further appeal) that the Claim resulted from the gross negligence or willful misconduct of Fractal.
- b) If for any reason the foregoing indemnity is unavailable to the indemnitees or insufficient to hold them harmless, the Company shall contribute to the amount paid or payable by the indemnitees as a result of the Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the indemnitees on the other, but also the relative fault of the Company and the indemnitees, as well as any relevant equitable considerations.
- c) Fractal shall not have any liability to the Company in connection with the Services performed by Fractal pursuant to this Agreement (whether direct or indirect, in contract or tort or otherwise) except for any liability for losses, claims, damages or liabilities that is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted from the gross negligence or willful misconduct of Fractal.
- d) The provisions hereof shall survive any termination or completion of the

engagement set forth in this Agreement.

Neither this engagement, nor the delivery of any advice in connection with this engagement, is intended to confer rights upon any persons not a party hereto (including security holders, employees or creditors of the Company) as against Fractal or its members or managers.

This agreement is governed by the laws of the State of Kansas, without regard to conflicts of law principles, and will be binding upon and inure to the benefit of the Company and Fractal and their respective successors and assigns. The Company and Fractal agree to waive any trial by jury in any action, proceeding or counterclaim brought by or on behalf of either party against the other party with respect to any matter whatsoever relating to or arising out of any actual or proposed transaction(s) or the engagement of or performance by Fractal hereunder.

The Company agrees to fully indemnify and reimburse Fractal for all of its reasonable professional fees and expenses, including those of any attorney, accountant or litigation support firm, incurred by Fractal with respect to enforcement by Fractal of the Company's obligations under this Agreement if Fractal prevails under such litigation.

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

If this Agreement accurately sets forth the terms of the engagement of Fractal by the Company, please sign and date this Agreement as indicated below by January 19, 2018.

Sincerely,

FRACTAL ADVISORS LLC

By Michael Roznowski
Michael Roznowski

Agreed to and accepted this 17th day of January, 2018

Winnett Cattle Company, Inc.

By: Dennis J. Brewer
Title: CEO

Name: Dennis Brewer

Addendum A – Fractal Approved Capital Providers

- **TBD**
- **TBD**
- **TBD**

**FARM AND RANCH CONTRACT**

1. **PARTIES:** The parties to this contract are Plains Capital Bank (Seller) and Winnett Cattle Company, Inc (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the "Property".

A. **LAND:** The land situated in the County of Parmer, Texas, described as follows: HEC Feedyard & Farmland, 408 +/- acre feedyard, 252 +/- acres of irrigated farmland and dryland farm and 5.8 acres with single family manufactured home.

or as described on attached exhibit, also known as HEC Feedyard & Farmland (address/zip code), together will all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.

B. IMPROVEMENTS:

(1) **FARM AND RANCH IMPROVEMENTS:** The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.

(2) **RESIDENTIAL IMPROVEMENTS:** The house, garage, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.

C. ACCESSORIES:

(1) **FARM AND RANCH ACCESSORIES:** The following described related accessories: (check boxes of conveyed accessories) ☒ portable buildings ☐ hunting blinds ☐ game feeders ☒ livestock feeders and troughs ☒ irrigation equipment ☒ fuel tanks ☒ submersible pumps ☒ pressure tanks ☒ corrals ☒ gates ☒ chutes ☒ other: All permanently attached improvements.

(2) **RESIDENTIAL ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs, and controls for: (i) garages, (ii) entry gates, and (iii) other improvements and accessories.

D. **CROPS:** Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.

E. **EXCLUSIONS:** The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: The tenant on the farm land has the right to harvest his wheat crop.

F. **RESERVATIONS:** Any reservation for oil gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum or Special Provisions.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 241,680.00

B. Sum of all financing described below (excluding any loan funding Fee or mortgage insurance premium). \$ 563,920.00

C. Sales Price (Sum of A and B). \$ 805,600.00

D. The Sales Price ☐ will ☒ will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be calculated on the basis of \$ _____ per acre. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☐ proportionately to 3A and 3B.

4. LICENSE HOLDER DISCLOSURE: Texas Law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit \$ 25,000.00 as earnest money with Farwell Abstract Company Inc., as escrow agent, at 402 3rd Street, Farwell, Texas 79325 (address). Buyer shall deposit additional earnest money of \$ _____ with escrow agent within _____ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by: Farwell Abstract Company Inc. (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) The standard printed exception for standby fees, taxes and assessments.
- (2) Liens created as part of the financing described in Paragraph 4.
- (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (4) The standard printed exception as to marital rights.
- (5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements; ☒ (i) will not be amended or deleted from the title policy; ☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days three (3) days before the Closing Date, whichever is earlier. If, due to the factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☒ (1) Within 10 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** The existing survey ☐ will ☒ will not be recertified to a date subsequent to the effective date of this contract at the expense of ☐ Buyer ☐ Seller. If the existing survey is not approved by the Title Company or Buyer's Lender(s), a new survey will be obtained at the expense of ☒ Buyer ☐ Seller no later than 3 days prior to Closing Date.

☐ (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

☐ (4) No survey is required.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (6) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: _____

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

- E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title.

<u>Document</u>	<u>Date</u>	<u>Recording Reference</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- F. SURFACE LEASES: Prior to the execution of the contract, Seller has provided Buyer with copies of written leases and given notice of oral leases (Leases) listed below or on the attached exhibit. The following Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: There is currently a farming lease on the irrigated farm land.

G. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49 of the Texas Water Code requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (4) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property
- (6) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

- (7) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.
- (8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.025, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer. Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of : (1) and entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agent(s) access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.
- NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.
- B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)
- ☐ (1) Buyer has received the Notice
- ☐ (2) Buyer has not received the Notice. Within ____ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☒ (3) The Texas Property Code does not require this Seller to furnish the Notice.
- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal Law for a residential dwelling constructed prior to 1978.
- D. ACCEPTANCE OF PROPERTY CONDITION: "As is" means the present condition of the Property with any and all defects and without warrant except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property, "As is" under Paragraph 7D(1) or (2) does not preclude Buyer from inspections the Property under Paragraph 7A, from negotiations repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any. (Check one Box Only)
- ☒ (1) Buyer accepts the Property "As Is".
- ☐ (2) Buyer accepts the Property "As Is" provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____. (Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)
- E. COMPLETION OF REPAIRS: Unless otherwise agreed in writing, (i) Seller shall complete all agreed repairs prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 5 days, if necessary, to complete repairs.
- F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceed 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

- H. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.
- I. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$_____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
- J. **GOVERNMENT PROGRAMS:** The Property is subject to the government programs listed below or on the attached exhibit:_____. Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

8. **BROKERS' FEES:** All obligations of the parties for payment of broker's fees are contained in separate written agreements.

9. **CLOSING:**

- A. The closing of the sale will be on or before March 19, 2018, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a special warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be default.
 - (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:**

A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. **Leases:**

- (1) After the Effective Date, Seller may not execute any lease (including, but not limited to mineral lease) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s), and any move-in condition form signed by the tenant within 7 days the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Possession will be granted at closing subject to the right of the tenant farmer to gather crops on the cultivated land.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$_____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veteran's Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; mortgage title policy with endorsements required by lender; loan-related inspection fees; photos, amortization schedules, one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee, repair inspection, underwriting fee; and wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph shall survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty loss after the effective date of the contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may either (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for any loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may (i), require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making the demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENT: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at:

Winnett Cattle Company, Inc (Dennis S. Brewer)

Telephone: (520) 549-6245

Facsimile: () _____

E-Mail: _____

To Seller at:

Plains Capital Bank (James W. Hoagland, III, SVP)

6221 Riverside Dr., Suite 105

Irving, Texas 75039

Telephone: (214) 252-4022

Facsimile: () _____

E-Mail: bhoagland@plainscapital.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Third Party Financing Credit Approval | <input type="checkbox"/> Addendum for "Back-Up" Contract |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership Property Owner's Association | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Seller's Temporary Residential Lease |
| <input type="checkbox"/> Loan Assumption Addendum | <input type="checkbox"/> Short Sale Addendum |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Addendum for Property In a Propane Gas System, Service Area | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Other (list): _____ | |

23. TERMINATION OPTION: For normal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 2,000.00 (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 45 days after the effective date of this contract (Option Period). If no dollar amount is stated as Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☒ will ☐ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensees from giving legal advice. **READ THIS CONTRACT CAREFULLY. I**

Buyer's
Attorney is: _____

Seller's
Attorney is: _____

Telephone: (____) _____

Telephone: (____) _____

Facsimile: (____) _____

Facsimile: (____) _____

E-mail: _____

E-mail: _____

EXECUTED THE _____ DAY OF _____, 20 ____ (EFFECTIVE DATE). (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer: Winnett Cattle Company, Inc. (Dennis S. Brewer)

Seller: Plains Capital Bank (James W. Hoagland, III, SVP)

Buyer: _____

Seller: _____

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, PO Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 25-11. This form replaces TREC NO. 25-10.

RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker _____ of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker:

Listing Broker:

By: _____

By: _____

BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKER'S FEE

Other Broker _____ License No. _____

Associate's Name _____ License No. _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Office Address _____

City _____ State _____ Zip _____

Telephone _____ Facsimile _____

Associate's Email _____

Represents: ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Lee Sam Middleton _____ 0136117
 Listing or Principal Broker _____ License No. _____

Mark Brendan Garrison _____ 648343
 Listing Associate's Name _____ License No. _____

 Licensed Supervisor of Listing Associate _____ License No. _____

1507 13th Street _____
 Listing Broker's Office Address _____

Lubbock _____ Texas _____ 79401
 City, _____ State _____ Zip _____

(806) 763-5331 _____ (806) 763-1340
 Telephone _____ Facsimile _____

brendan@csmandsonl.com _____
 Listing Associate's Email _____

Selling Associate _____ License No. _____

 Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____ Facsimile _____

City _____ State _____ Zip _____

Selling Associate's Email Address _____ Phone _____

Represents: ☒ Seller only
☐ Buyer only
☐ Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) ☒ Seller ☐ Buyer will pay Listing Principal Broker ☐ a cash fee of \$ _____ or ☒ 3.5 % of the total Sales Price; and (b) ☐ Seller ☐ Buyer will pay Other Broker ☐ a cash fee of \$ _____ or ☐ _____ % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

Broker's fees are negotiable. Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.

Seller: Plains Capital Bank, James W. Hoagland, III, SVP

Buyer: Winnett Cattle Company, Inc. (Dennis S. Brewer)

Seller

Buyer:

Do not sign if there is a separate written agreement for payment of Broker's fees.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker

Date

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of ☐ Contract and ☐ \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____

By: _____

Address _____

Date: _____

Email: _____

Telephone: (____) _____

Facsimile: (____) _____

TREC NO. 25-11



11-2-2015

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

THIRD PARTY FINANCING ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

HEC Feedyard & Farmland

(Street Address and City)

A. TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL: Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes)

☒ 1. CONVENTIONAL FINANCING:

- ☒ a) A first mortgage loan in the principal amount of \$ 563,920 (excluding any financed PMI premium), due in full in 15 year(s), with interest not to exceed 4 % per annum for the first 5 year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed 2 % of the loan.
- ☐ b) A second mortgage loan in the principal amount of \$ _____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed _____ % of the loan.

☐ 2. TEXAS VETERANS' LOAN: A loan(s) from the Texas Veteran's Loan Board of \$ _____ for a period in the total amount of _____ years at the interest rate established by the Texas Veteran's Land Board.

☐ 3. FHA INSURED FINANCING: A Section _____ FHA insured loan of not less than \$ _____ (excluding any financed MIP), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on the Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

☐ 4. VA GUARANTEED FINANCING: A VA guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed _____ % of the loan.

☐ 5. USDA GUARANTEED FINANCING: A USDA – guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed _____ % of the loan.

☐ 6. REVERSE MORTGAGE FINANCING: A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ _____ (excluding any financed PMI premium or other costs), with interests not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan. The reverse mortgage loan ☐ will ☐ will not be an FHA insured loan.

B. APPROVAL OF FINANCING: Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained.

HEC Feedyard & Farmland

(Address of Property)

1. Buyer Approval:

☒ This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within 15 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under this provision, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of the lender's requirements related to Buyer's assets, income and credit history.

☐ This contract is not subject to Buyer obtaining Buyer Approval.

2. Property Approval: Property Approval will be deemed to have been obtained when the Property has satisfied lender's underwriting requirements for the loan, including but not limited to appraisal, insurability, and lender required repairs. If Property Approval is not obtained, Buyer may terminate this contract by giving notice to Seller before closing and the earnest money will be refunded to Buyer.

3. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

C. SECURITY: Each not for the financing described above must be secured by vendor's and deed of trust liens.

D. FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property or not less than \$_____; or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veteran's Affairs.

(1) The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veteran's Affairs.

(2) If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.

(3) If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Prices, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

E. AUTHORIZATION TO RELEASE INFORMATION:

(1) Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.

(2) Seller and Buyer authorize Buyer's lender, title company, and escrow agent to disclose and furnish a copy of the closing disclosures provided in relation to the closing of this sale to the parties' respective brokers and sales agents identified on the last page of the contract.

Buyer: Winnett Cattle Company, Inc. (Dennis S. Brewer)

Seller: Plains Capital Bank (James W. Hoagland, III, SVP)

Buyer: _____

Seller: _____

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real estate Commission, P.O. Box 12188 Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 40-7. This form replaces TREC No. 40-6..

8.2 Any dispute arising from or in connection with this Agreement shall be submitted to Shenzhen Court of International Arbitration (SCIA) for arbitration. The arbitral award is final and binding upon the parties. The place of arbitration is Shenzhen, China. The language for the arbitration shall be English.

8.3 The losing party shall bear the reasonable expenses incurred in resolving the dispute including, but not limited to, arbitration fees and attorney's fees.

This Agreement shall be executed in two (2) sets of originals; each party holds one (1) set of originals.

Winnett Cattle Company, Inc. [Supplier]

By: Dennis S. Brewer

Title: CEO

Date: January 23, 2018



Wal-Mart (China) Investment Co., Ltd.

By:

Title:

附件一

Date:

2018.2.7



Appendix 1

沃尔玛(中国)投资有限公司及其关联公司的供应商标准

STANDARDS FOR VENDORS OF WAL-MART (CHINA) INVESTMENT CO., LTD AND ITS AFFILIATES.

沃尔玛(中国)投资有限公司及其目前或将来之关联公司 (“沃尔玛”) 自成立之时起一直坚持其三项基本原则从事经营活动。第一项原则是贯彻以每日提供价廉物美的商品, 使顾客感到物有所值、服务周到的观念。沃尔玛已籍此与顾客建立良好的关系。我们相信这项原则的执行是沃尔玛得以迅速发展、业务卓著的根本原因。第二项原则是沃尔玛全心全意致力发展沃尔玛同事 (雇员) 及管理人员之间的合作伙伴关系。这个观念已沿伸到业绩与沃尔玛同步增长的供应商 (包括商品供应商和服务供应商) (“供应商”) 中。第三项原则是沃尔玛对其商店和分销中心所在社区具有强烈责任感。

TradeKey.com**Service Agreement for VIP-Membership**

This agreement is made at the time of purchase between TradeKey.com ("Tradekey") and Winnett Cattle Company, Inc. ("Client"). Tradekey hereby commits to provide the services as specified into Invoice to the client subject to the terms and conditions mentioned herein this contract.

A) General Terms & Conditions

Client and Tradekey hereby agree to the following terms and conditions:

- i. Subject to the terms of this contract, premium membership will only be granted to the client upon clearance of payment made by/on behalf of the client.
- ii. The client acknowledges and agrees that the provision of features, products, and services are subject to Compliance / Verification /Authentication of the provided information. Tradekey shall have the right to refuse to provide the features, products and services, if the client does not comply with the policies of Tradekey/applicable laws.
- iii. Unless otherwise agreed by the Parties, the service period for the Premium Service shall be subject to mentioned in Invoice from the activation date of the Account. Activation of the Account shall be notified to client via email to such email address provided by client upon registration for the Service.
- iv. The service period for any Value Added Service shall be the agreed period specified in the relevant Service Order provided that if Client's Gold Supplier Service expires or terminates, all of its Value Added Services under the same Account shall expire/ terminate simultaneously.
- v. Client hereby agrees and undertakes that they will not violate any applicable law(s) including but not limited to intellectual property laws and TradeKey policies.
- vi. Client hereby agrees and undertakes to fully indemnify TradeKey for any loss or damages suffered by TradeKey due to wrong doing of client.
- vii. Client agrees not to disseminate any collected data/information, using this membership, to any third party.
- viii. Client agrees that the information provided to TradeKey is true, accurate, valid and complete and client will promptly update the client information to keep it true, accurate, valid, and complete when changes occur. Client may edit, update or alter their personal identifiable information at any time by using the tools provided by the Site and following the defined procedure - to protect client's interests.
- ix. Client hereby grants an irrevocable, perpetual, worldwide and royalty-free, sub-licensable license to TradeKey, to display, use and reuse all information provided by such Client in accordance with the purposes set forth in these Terms of Use and to exercise the copyright, publicity, and database rights the Client has in such material or information, in any media known.
- x. This Agreement will expire on the day when all the service periods expire unless early terminated according to the terms of this Agreement.
- xi. Tradekey reserves the right to modify its pricing structure and payment conditions from time to time at its sole discretion.
- xii. Client will be allowed to carry out the advertising/posting/trading of their products with the exception of any products falling under Counterfeit/replica/banned/restricted Products as per TradeKey Product Posting Policies. These are strictly prohibited on TradeKey in any form/manner and any client found by TradeKey to be engaged in dealing in such products will be issued a notification by email to cease and desist from such actions as required. Client is therefore encouraged to oblige with TradeKey Product Posting Policies in order to avoid any further action.
- xiii. TradeKey reserves the right to terminate Client's access to the Site or to any of the products and services provided with prior notice for violating the site's Terms of Use, Privacy Policy, IPR Infringement Policy (available on TradeKey website) which may be changed with notice to client. In case client does not agree with the changes made, client will be required to give notice in writing within five working days to TradeKey for termination of his/her account.
- xiv. TradeKey further reserves the right to terminate Client's access to the Site or to any of the products and services provided with prior notice, for any conduct that in its sole discretion TradeKey believes is or may directly or indirectly be harmful to other Clients, to TradeKey or its subsidiaries, affiliates or business contractors or to other third parties or for any conduct that violates any local or international laws or regulations.
- xv. In all such cases wherein client's access to the site is terminated on account violation of any applicable policies, the membership fees paid by the client shall be confiscated as a penalty. Thus TradeKey shall not be liable to entertain any claim made by the client for the refund of paid amount.


4/30/2022

- xvi. This is entire agreement and supersedes all previous agreements, if any discussed or committed with the client. Thus any change to this agreement shall be made in writing signed by both parties.
- xvii. Client is required to provide Business License/certificate or any other license necessary to carry out the business activity linked with advertised products on TradeKey.
- xviii. Tradekey will ensure not to disclose any confidential information of the client to any third party or its competitors such as products prices, technical information, personal buyer data or any other business insights. An NDA can be signed between both parties if needed. Tradekey understands and takes special care in maintaining the confidentiality of sensitive information of their premium clients.
- xix. TradeKey shall not be deemed in default of this Agreement for, any cessation, interruption or delay in the performance of its obligations due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond its reasonable control.
- xx. The liability of providing optimum level of services (as committed and specified under Invoice of this contract) by TradeKey will be subject to fulfillment of operational requirements that will be communicated to the client by the buyer consultant during the process of services activation. The buyer consultant shall however be required to provide complete guidance to the client in explaining the requirements and assisting the member till required information/data is duly received and requirements are fulfilled.
- xxi. If there is any conflict between the English version and another language version of this Agreement, the English version shall prevail. Any non-English version of this Agreement is provided for reference purposes only.

B) Terms of Services**1) Buyer Consultant**

- i. Buyer consultant is required to work with full focus on one product line as committed.
- ii. Client will be required to provide TradeKey at least 5- 10 products in the product line enabling TradeKey to provide services.
- iii. TradeKey will require at least 10 working days to up-grade account after clearance of payment from the finance dept.
- iv. Client will be required to keep Buyer Consultant in loop for all communications between client and their buyers.
- v. Client's company will be required to assign an account operator/coordinator/sales/technical person in order to assist the buyer consultant i.e. providing company/product information/quotations and in connecting the buyers to the VIP client.
- vi. Buyer Consultant may avail leaves/ holidays as per Leaves policy of TradeKey.
- vii. The activation of VIP membership shall be subject to provision of Business License certificate from client's end.

2) VIP- GK

The features provided under VIP-GK may be modified or suspended for scheduled or unscheduled maintenance purposes, from time to time at the sole discretion of TradeKey upon notification.

3) Exclusive Website/Web DHS

Client agrees that their product based website service/Web DHS are subject to time to time changing policies of third party service providers (Domain Registrar, Data Centers)

I hereby, accept abovementioned terms and conditions.

TradeKey
Invoice

Invoice #: 89779
 Time Stamp: 01/02/2018
 Phone: 205-588-1483
 Fax: N/A

Sold To: Dennis Brewer
Company Name: Winnet Cattle Company
Address: Avondale, Arizona, USA
Phone: 1-6232079675
Business E-mail: dennis_brewer@winnettorganics.com

Package Name: VIP Services
Tradekey VIP Business Solution Plan

S.#	Coffee beans	Details
Section A: VIP GK Services		
1	VIP GOLD KEY service	20 Products showcase
		500 Sell Offers
		Sub Account
		Upload Company Video
		Upload Company Certificate
		Upload Company Brochures
		Unlimited Products Posting
		VIP client Unlimited buyers access
		Top Rank on top 3 products
Trust Point : VIP client TP raised to 8888 (raised to 9888 with ISO)		
Section B: VIP Buyer Consultancy Services		
2	Buyer Consultant service	08 hrs daily working (inclusive daily break), 5 days a week
		Buyer consultant standard: (1) Degree holder level background (2) Fluent in English (3) Expert in Computer, Internet & B2B
		Buyer consultant service: (1) Daily/weekly/monthly report to VIP client. (2) Tradekey inquiries (3) Tradekey data base buyer (4) Industry research on defined country (5) Blogs writing (include Facebook, Twitter, LinkedIn) (6) VIP client inquiry filtration/ verification & nurturing (via E-mail, Calls, Skype, QQ chat)

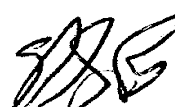
Total: US\$ 1000
Adjustment: US\$ 300
Grand Total: US\$ 700

Note: Buyer Consultant will be required to keep Client in loop for all communications between client and their buyers.

VIP Membership Tenure: 01 Month
Additional Notes:

- Customer will be facilitated with all the standard features of VIP Services
- Tradekey guarantee product relevant buyers as well as Dedicated Support from VIP Dept.
- Tradekey commits 10 connected & relevant buyers on monthly bases.
- In case of any discrepancy in committed services both parties will mutually discuss to resolve the incongruity.
- In case of continuance in disappointment, customer is allowed to get 100% refund of his paid amount.

Member's Signature & Stamp:



Step 1. Make your payment \$700 USD to Bank Wire Transfer:

Account Number: 381042238546
Account Name: Orbit Technologies LLC
Bank Name: Bank of America
Bank Address: Bank of America, N.A. 222 Broadway New York, NY 10038
Beneficiary Address: 264 Hemlock Terrace, Teaneck, NJ 07666 USA
ACH Routing Number: 021200339

And include the following in your Message to the Beneficiary:

Client Name: Dennis Brewer

TradeKey Registered ID: dennis_brewer@winnettorganics.com
Invoice Reference Number: 89779

For further more assistance please feel free to write us and if you meet any problem concerning the payment, please contact us at...

Call: +12055881484

Email: Info@tradekey.com

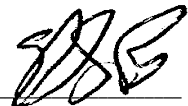
Thank you for using TradeKey.

Note: This page will be emailed to your email account for your record and future reference.

TradeKey.



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		Upload Company Certificate
		Upload Company Brochures
		Unlimited Products Posting
		VIP client Unlimited buyers access
		Top Rank on top 3 products
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		Buyer consultant standard: (1) Degree holder level background (2) Fluent in English (3) Expert in Computer, Internet & B2B
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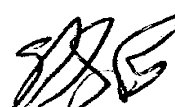
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Account Number: 381042238546
Account Name: Orbit Technologies LLC
Bank Name: Bank of America
Bank Address: Bank of America, N.A. 222 Broadway New York, NY 10038
Beneficiary Address: 264 Hemlock Terrace, Teaneck, NJ 07666 USA
ACH Routing Number: 021200339

And include the following in your Message to the Beneficiary:

Client Name: Dennis Brewer

TradeKey Registered ID: dennis_brewer@winnettorganics.com
Invoice Reference Number: 89779

For further more assistance please feel free to write us and if you meet any problem concerning the payment, please contact us at...

Call: +12055881484

Email: Info@tradekey.com

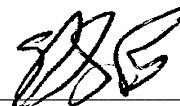
Thank you for using TradeKey.

Note: This page will be emailed to your email account for your record and future reference.

TradeKey.



Member's Signature & Stamp: _____



Treasury Management Services Resolution and Authorization

You, as an authorized Representative of your organization, must sign and accept this Resolution and Authorization authorizing you to enter into agreements with Hillcrest Bank, a division of NBH Bank, ("Bank") as necessary to facilitate Treasury Management Services ("Services") as defined in the Master Treasury Management Services Agreement ("Agreement") before you can continue to enroll for Services. Please sign where applicable.

SERVICES RESOLUTION AND AUTHORIZATION of

Winnett Cattle Company Inc

(Name of Entity)

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Company (LLC) | <input type="checkbox"/> Unincorporated Association | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | <input type="checkbox"/> Other _____ | |

IF A CORPORATION:

I, (Enter Name) Ray Sullivan, the duly elected and acting Secretary of the Corporation, do hereby certify that the following is a true copy of a certain resolution adopted by the Board of Directors of the Corporation at a regular or duly called meeting thereof held on (Enter Date) 9-13-18, and that said resolution remains in full force and effect and has not been revoked, modified, or amended.

RESOLVED, that the Corporation shall from time to time enter into such Agreements with Bank as (Officer Name and Title) Dennis Brewer, CEO (Authorized Representative(s)) deems appropriate in order to facilitate Services for the Corporation and that the Authorized Representative has the authority to execute the Agreement and the Authorized Representative and his/her designees have the authority to execute Services transactions and furnish instructions as necessary to implement such Services.

As Authorized Representative I, (Officer Name and Title) Dennis Brewer, CEO do hereby authorize the "Authorized Individuals" as set forth below to also execute Services transactions and furnish instructions as necessary to implement the Services.

I also represent that I have furnished Bank with a complete, true and current copy of the Articles of Incorporation.

IF A LIMITED LIABILITY COMPANY (LLC):

I, (Enter Name) _____, a manager of a manager managed LLC, hereby certify that I am authorized to execute this Resolution and Authorization and Agreements for Services and authorize myself and the "Authorized Individuals" named below to execute Services transactions and furnish instructions as necessary to implement the Services. If a member managed LLC, I represent that the members have agreed to the above.

I also represent that I have furnished Bank with a complete, true and current copy of the Certificate of Formation of the LLC and with an executed copy of the Operating Agreement of the LLC.

IF A PARTNERSHIP:

I, (Enter Name) _____, as a partner of this entity certify the partnership has authorized me to execute this Resolution and Authorization and Agreements for Services and that I and the Authorized Individuals named below are authorized to execute Services transactions and furnish instructions as necessary to implement the Services.

I also represent that I have furnished Bank with a complete, true and current copy of the Partnership Agreement.

IF A LIMITED PARTNERSHIP: I, (Enter Name) _____, have been authorized by the general partner of this entity and certify that the limited partnership has authorized me to execute this Resolution and Authorization and Agreements for Services and that I and the "Authorized Individuals" named below are authorized to execute Services transactions and furnish instructions as necessary to implement the Services.

I also represent that I have furnished Bank with a complete, true and current copy of the Limited Partnership Agreement.

IF A LIMITED LIABILITY PARTNERSHIP:

I, (Enter Name) _____, hereby certify that I have been authorized by the limited liability partnership to execute this Resolution and Authorization and Agreements for Services and that I and the Authorized Individuals named below are authorized to execute Services transactions and furnish instructions as necessary to implement the Services.

IF AN UNINCORPORATED BUSINESS (SOLE PROPRIETORSHIP):

IF AN UNINCORPORATED ASSOCIATION:

AUTHORIZED INDIVIDUALS

KNOW YOUR CUSTOMER FORM (KYC Form)

	Branch Name:	Sales person's email:	Branch Manager Visited	Branch Manager's Name:	Any Other sales person who visited	

(Section 1) Company Information	
--------------------------------------	--

1.1	Company Name:	Winnett Cattle Company, Inc.
1.2	Website:	www.winnettcattlecompany.com
1.3	Company Address:	12725 West Indian School Road, Suite E-101 Avondale, Arizona 85392 USA
1.4	Phone:	623-207-9675
1.5	Fax:	
1.6	Company Email:	dennis_brewer@winnettcattlecompany.com
1.7	Year of Establishment	2015
1.8	Factory Size & Area	
1.9	business type (manufacturer/Trader)	Purchase live cattle for processing, sell beef domestically and internationally
1.10	Industry	Beef Production and Sales
1.11	Registered Capital	
1.12	No of Employees	
1.13	HQ and branch Locations	Avondale, Arizona Champion, Nebraska
1.14	Since how long you are exporting	2018
1.15	Annual Export volume	\$15,000,000
1.16	Avg price of each order	\$25,000
1.17	MOQ requirement	
1.18	Do you provide samples? If YES then (Free/Paid)	Trial orders, minimum \$10,000
1.19	Do you provide OEM services? If YES, then Kindly provide the OEM number)	No
2.00	Payment Term	Net 30 days from receipt, 3% discount for cash in advance

(Section 2) Contact information of Key people of your company	
--	--

		Name	Title	Email id:	Msn/Skype/QQ:	Contact Number:
2.1	Decision maker	Dennis Brewer	CEO	dennis_brewer@winnettcattle.com	winnettorganics	520-549-6245
2.2	Buyer consultant contact person					
2.3	Any other key person					

2.4	Will Decision Maker be the direct contact person with the buyer consultant ? (YES/NO)
	Yes

2.5	How do you rate the level of English language proficiency of the BC contact person? (Good-Average-Poor)
	Good

2.6	How much time BC contact person can give to our buyer consultant?
	Whatever is needed

2.7	Since how long BC contact person working in this company ?
	2015

(Section 3) Site Visit/Inspection & Original Photographs Thorough visit of Factory & office (preferably both) along with photographs by Branch Manager should include survey of:					
3.0	Office suites [interior]				
	Office Building [exterior]				
	Operational working areas				
	Equipment/Machinery				
	Stocking/Storage				
(Section 4) Business Registration Certificates					
4.0	Do you have Valid Business Certificate issued by the relevant authority (If YES, then do mention the name of the certificates)				
	1) State of Colorado				
	2) State of Arizona				
	3) State of Nebraska				
(Section 5) Trade Show Section:					
5.0	Do you participates in any recent Tradeshow? (If YES, then fill the below table. If NO, shift to the next question)				
	Name of the tradeshow	Year Attended	Invested Budget	Any deal closed. If YES, mention the order worth	
1					
2					
3					
4					
(Section 6) Detailed Product Information					
6.0	Please write down the complete Product details & specification of every product in detail. This info will help the BC to understand the products and contacting the prospects.				
No.	Product Name	product specifications/details.	MOQ	Pricing	Manufacturing/ Trading
1	See attached price listing				
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
6.1	What are your 20 main products you want the buyer to get exposure upon? (showcase products)				
No.	Product Name				
1	See attached price listing		11		
2			12		

3		13
4		14
5		15
6		16
7		17
8		18
9		19
10		20
6.2 How do you categorize your pricing ? (Very Expensive-Competitive-Low)		
Competitive		
6.3 If you are charging high prices, kindly give a solid reason !! (as example: quality, material used in the product etc).		
6.4 What products of your company have slow response rate from the market?		
(1)	(2)	(3) (4) (5)
6.5 In what region do you prefer doing business and feel comfortable to build relationships? (What does your experience say?)		
Europe, China, North America		
6.6 Are you a Paid member of any other B2B ? (Please name them)		
(1)	(2)	(3) (4) (5)
What makes your Product unique. what is your USP - Unique Selling Proposition ?		
Excellent service at competitive prices, case ready beef loyalty program for consumers begins in 2019		
6.7 What is your manufacturing time for a normal order that matches your MOQ? OR (Order Processing time)		
7 to 10 days		
6.8 How much is your minimum lead time? OR (Total days of shipping delievery)		
North America 3 days, Europe 12 days Asia 18 days		
6.9 kindly provide the Uses & Application of your products. (Fill as much up to your ease)		
	Product	Its Application and Usage
	All beef products	Human Consumption
6.9a	Who would be your Potential Buyer? (Manufacturers-Traders-impoters-wholesellers-Distributors) ? or in other words are you dealing in finished product for retailing or you dealing in raw material or products that can be used in making other finished products ?	
	Retail grocery chains, buying associations, wholesalers	
6.9b	How much time it take to close a deal with buyer?	
	5 days	
6.9c	If any of your buyer intrested to visit your factory, do you offer him a formal invitation letter?	
	No factory to see as we use a contracted processor	
6.9d	Do you travel to other countries to meet buyers if its potential ?	
6.9e	Which product of yours has very low profit margins?	
	None	
6.9f	What is the average price of your closed orders ?	
	\$20,000	

6.9g	How many deals you closed in last 1 year?				
	2 in last month - Walmart China, EMN Europe				
6.9h	Is there any legal restrictions on any of your product in any of the region? (if YES, then kindly mention the product name and the restricted region)				
	No				
6.9i	What challenges have you faced in the sale of these products in the past ?				
	Sourcing product				
6.9j	How you have managed to overcome these above mentioned obstacles ? what selling strategies have you used for this ?				
	We found numerous reliable sources				
6.9k	What legal document or License is required in its selling and manufacturing?				
6.9l	Are there any Alternatives Names for any of your Product: If YES, then enlist popular name of this product that are used in relevant industries. Example:- common salt is sodium chloride OR T-shirts are also known as Jerseys etc				
6.9m	From which Country did your Last successful Order was ?				
	Netherlands				
6.9n	Order closing Frequency weekly to monthly				
	Project Based	With six months	Once in a year	Twice in one year	More than twice in a year
6.9o	If its project based, please let us know the kind/nature and frequency of those projects				
6.9p	List down the communication channels or sources of buyers from where you currently find buyers. (Please enter in order of priority. For example: B2B/Google/Trade shows/sourcing agents etc)				
	No. Channel/Source				
	1 B2B				
	2 Sales persons				
	3 Sourcing agents				
	4				
(Section 7) Target Regions/Markets:					
No.	<u>Existing/Current Situation</u>		<u>Future Plans</u>		
1	Products	Country/Region	Products	Country/Region	
2	Beef	China	Beef	Other Asian countries	
3	Beef	Europe			
4	Beef	North America			
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
(Section 8) SWOT ANALYSIS					

	Please do a complete SWOT analysis of your member. This should includes all the Strengths, Weaknesses, Opportunities & Thereat of your member and its products. This will help you (BC) to have a good idea about the company and how you have to grab the opportunities by overcoming all the weakness and using all the strengths as a marketing and promoting tool. (Detailed descriptions are required!)			
	Strength	Weakness	Oportunity	Threats
	Experienced management	Grain fed beef more expensive	Growing Asian middle class	Trade wars
	Experienced sales personnel	Short time in business	European beef shortages	Low cost competitors in Australia, S America
	Experienced sourcing	Short customer list	Chinese beef shortages	
(Section 9) Social Media Marketing				
9.1	Is your company currently using Social Media Marketing for Brand Promotion/Expansion.			
	Yes			
9.1.1	If yes, Please give the links of your Social Media Pages Below:			
	Facebook			
	Twitter			
	LinkedIn			
	YouTube			

<https://www.youtube.com/watch?v=s96yEUKlMq>



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 08/31/2019

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.)

Last Name (Family Name) Waseman		First Name (Given Name) Jason		Middle Initial A	Other Last Names Used (if any)	
Address (Street Number and Name) 650 E Rancho Catalina Pl			Apt. Number	City or Town Tucson	State AZ	ZIP Code 85704
Date of Birth (mm/dd/yyyy) 02/17/1973	U.S. Social Security Number 2 7 4 - 8 6 - 9 1 6 0		Employee's E-mail Address jawaseman@gmail.com		Employee's Telephone Number (520) 591-0770	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input checked="" type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States (See instructions)	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number):	N/A
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy):	N/A
Some aliens may write "N/A" in the expiration date field. (See instructions)	
Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.	
1. Alien Registration Number/USCIS Number:	N/A
OR	
2. Form I-94 Admission Number:	N/A
OR	
3. Foreign Passport Number:	N/A
Country of Issuance:	N/A



Signature of Employee 	Today's Date (mm/dd/yyyy) 3/14/18
---------------------------	--------------------------------------

Preparer and/or Translator Certification (check one):

☒ I did not use a preparer or translator. ☐ A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)		
Address (Street Number and Name)		City or Town	State	ZIP Code



Employer Completes Next Page



ARIZONA
Driver License

Number D04032186
Expires 02/17/2008
Date of Birth 02/17/1973
Issued 07/17/2007

JASON A WASEMAN
17174 S SCARLETT CLIFF PLACE
VAIL AZ 85841

Class D Sex M
Eyes BLU Height 5-10
Hair BR Weight 145

John



SOCIAL SECURITY

274-86-9160

THIS NUMBER HAS BEEN ESTABLISHED FOR
JASON ANTHONY WASEMAN

[Signature]
SIGNATURE




Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 08/31/2019

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name) Waseman	First Name (Given Name) Jason	M.I. A	Citizenship/Immigration Status 1
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)
Document Title N/A		Additional Information		<div>QR Code - Section 2 Do Not Write In This Space</div> 
Issuing Authority N/A				
Document Number N/A				
Expiration Date (if any)(mm/dd/yyyy) N/A				
Document Title N/A				
Issuing Authority N/A				
Document Number N/A				
Expiration Date (if any)(mm/dd/yyyy) N/A				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ (See instructions for exemptions)

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative		First Name of Employer or Authorized Representative	Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)

A. New Name (if applicable)			B. Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
--	---------------------------	---

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR LIST B Documents that Establish Identity	AND LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI 	<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 	<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) 3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) 7. Employment authorization document issued by the Department of Homeland Security

Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

3





March 19, 2018

Mr. Dennis Brewer
Chief Executive Officer
Winnett Cattle Company, Inc.
12725 W Indian School Rd E-101
Avondale, AZ 85392

Dennis,

Bibby Financial Services, Inc. ("Bibby") is pleased to present the following proposal ("Proposal"). **Please bear in mind that this is a Proposal and not a commitment.** Bibby's Proposal is contingent upon the performance of our final due diligence and the execution of formal agreements. The exact financial structure cannot be precisely stated, however, we anticipate the following structure to apply and all other terms and conditions not specified herein will be stated in Bibby's Master Purchase and Sales Agreement ("MPSA") and other documents.

CUSTOMER: **WINNETT CATTLE COMPANY, INC.**

ARRANGEMENT: **COMPREHENSIVE RECEIVABLES MANAGEMENT WITH FUNDING AVAILABILITY INCLUDING; PROFESSIONAL ACCOUNTS RECEIVABLE MANAGEMENT, CREDIT CHECKING AND INVOICE CONSULTING. REAL TIME ONLINE ACCESS WITH PASSWORD INCLUDING REPORTS ON DETAILED AGING, PURCHASES & ADVANCES, AVAILABILITY AND CHECK IMAGES. THE FACILITY TO UPLOAD INVOICE DATA IS AVAILABLE.**

VALID UNTIL & CLOSING: **THIS PROPOSAL SHALL EXPIRE ON 03/30/2018. ADDITIONALLY THE TRANSACTION SHALL CLOSE ON OR BEFORE 04/13/2018 UNLESS OTHERWISE AGREED TO BY THE PARTIES IN WRITING AND SHALL BE SUBJECT TO SATISFACTION OF ALL CONDITIONS REQUIRED BY BIBBY.**

CREDIT FACILITY: **\$1,000,000**

ADVANCE RATE: **UP TO 80% OF NET ELIGIBLE ACCOUNTS RECEIVABLES**

RECOURSE: **RECOURSE TO CUSTOMER AT 90 DAYS. INVOICES STILL OUTSTANDING SHALL BE SUBJECT TO CHARGES AS PER MPSA.**

PLATFORM: **ALL ACCOUNTS RECEIVABLE WITH A MINIMUM ANNUAL VOLUME OF \$10,000,000 IN ACTUAL INVOICING.**

FEES: **LIBOR PLUS SEVEN PERCENT (7.00%) ON THE FUNDS EMPLOYED, AND AN ADMINISTRATIVE FEE OF ONE AND ONE QUARTER OF ONE PERCENT (1.25%) ON THE FACE VALUE OF EACH AND EVERY INVOICE. LIBOR IS BASED ON THE 30-DAY LIBOR RATE AS PUBLISHED BY BANK OF AMERICA. THERE WILL BE A THREE-DAY CLEARANCE PERIOD ON ALL PAYMENTS.**

FACILITY FEE: **ONE HALF OF ONE PERCENT (0.50%) OF THE CREDIT FACILITY WILL BE DEDUCTED FROM INITIAL FUNDING.**

TERM OF AGREEMENT: **12 MONTHS**

EXPENSES: **ALL EXPENSES INCURRED BY BIBBY PERTAINING TO THE REVIEWING AND/OR CLOSING THE PROPOSED TRANSACTION (THE "TRANSACTION") WILL BE FOR THE ACCOUNT OF CUSTOMER WHETHER OR NOT THE TRANSACTION CLOSSES.**

ELIGIBLE ACCOUNTS: **ELIGIBLE ACCOUNTS RECEIVABLE ARE INVOICES (ALONG WITH REQUIRED SUPPORTING DOCUMENTATION) RELATED TO CREDIT WORTHY COMMERCIAL AND/OR GOVERNMENTAL CLIENTS BILLED IN ARREARS AND, DUE AND PAYABLE WITHIN 90 DAYS OF INVOICE DATE. WORK PERFORMED IS FREE AND CLEAR OF ANY AND ALL LIENS, AND ANY SUB-CONTRACTORS UTILIZED BY CUSTOMER ARE PAID IN FULL AND LIEN WAIVERS OBTAINED AT THE TIME OF FUNDING. COD, CREDIT CARD, AND CONSUMER ACCOUNTS ARE INELIGIBLE.**

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REIMBURSE BIBBY FOR ALL SUCH EXPENSES EXCEEDING THE AMOUNT OF THE DUE DILIGENCE FEE UPON REQUEST WHETHER OR NOT THE TRANSACTION CLOSES.

COLLATERAL: CUSTOMER'S PRESENT AND FUTURE ACCOUNTS, GOODS, INVENTORY, EQUIPMENT, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS, CASH, DEPOSIT ACCOUNTS AND GENERAL INTANGIBLES INCLUDING, BUT NOT LIMITED TO, ALL TRADE NAMES, TRADEMARKS, PATENTS, COPYRIGHTS, LICENSES, GOODWILL AND CUSTOMER LISTS AND PROCEEDS THEREOF AS WELL AS ALL BOOKS AND RECORDS AND COMPUTER SYSTEMS RELATING TO THE FOREGOING. TO BE FULLY SPECIFIED IN THE MPSA.

GUARANTORS: - PERSONAL GUARANTEE FROM DENNIS BREWER
- CROSS-CORPORATE GUARANTEES FROM ANY AND ALL RELATED ENTITIES

DOCUMENTATION: THE TRANSACTION IS SUBJECT TO EXECUTION AND DELIVERY OF ALL DOCUMENTATION SATISFACTORY TO BIBBY.

INSURANCE: BORROWER AGREES TO PROVIDE INSURANCE THAT IS SATISFACTORY TO BIBBY COVERING ITEMS HELD AS COLLATERAL BY BIBBY.

EXPORT RECEIVABLES THESE WILL BE FUNDED TO APPROVED CUSTOMERS AND COUNTRIES ONLY.

ADDITIONAL INFORMATION AND AGREEMENT:

Customer must submit all credit and/or financial information and supporting schedules required by Bibby. Customer acknowledges that all information submitted is true and correct as of the stated date and there exists no liabilities (direct or contingent) except as described by Customer in writing, and that title to all assets disclosed are owned by Customer and in Customer's name except as noted. Customer shall immediately notify Bibby of any material change in the information represented.

The foregoing Proposal does not constitute an offer, commitment or binding agreement to enter into the Credit Facility unless and until approved by Bibby's Credit Committee and /or Board in writing and execution of Documentation as described herein. It is offered with the understanding that neither it, nor its substance, shall be disclosed to any third party, except those who are in confidential relationships with seller, such as its financial advisor(s), legal counsel or accountant.

By executing this letter, the Customer authorizes all companies with whom business is conducted, all consumer reporting agencies or other persons, organizations, and all banks or institutions, to release any credit and/or financial information to Bibby, or its authorized representatives, which Bibby deems necessary to conduct its financial analysis. Customer also authorizes Bibby to share this information with Bibby's affiliates, assigns, designees or other third parties Bibby deems necessary to receive the appropriate approvals. By virtue of your signature below, you authorize Bibby to file on your behalf any financing statements or other documents and instruments that Bibby may require to perfect, protect or establish a security interest described in any present or future Purchase and Sale Agreement.

If the above terms and conditions meet with your approval, please indicate your acceptance by signing and completing details below and return this signed Proposal letter along with the Due Diligence fee to Bibby at the above address on or before the expiration date.

Sincerely,
Bibby Financial Services, Inc.

ACCEPTED AND AGREED TO:
Winnett Cattle Company, Inc.

Authorized Signatory

NAME: Dennis Brewer

TITLE: CEO

DATE: 3-20-2018

Please also initial first page and fax back to (678)385-9661

_____ for internal use



March 19, 2018

Mr. Dennis Brewer
Chief Executive Officer
Winnett Cattle Company, Inc.
12725 W Indian School Rd E-101
Avondale, AZ 85392

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The foregoing Proposal does not constitute an offer, commitment or binding agreement to enter into the Credit Facility unless and until approved by Bibby's Credit Committee and /or Board in writing and execution of Documentation as described herein. It is offered with the understanding that neither it, nor its substance, shall be disclosed to any third party, except those who are in confidential relationships with seller, such as its financial advisor(s), legal counsel or accountant.

By executing this letter, the Customer authorizes all companies with whom business is conducted, all consumer reporting agencies or other persons, organizations, and all banks or institutions, to release any credit and/or financial information to Bibby, or its authorized representatives, which Bibby deems necessary to conduct its financial analysis. Customer also authorizes Bibby to share this information with Bibby's affiliates, assigns, designees or other third parties Bibby deems necessary to receive the appropriate approvals. By virtue of your signature below, you authorize Bibby to file on your behalf any financing statements or other documents and instruments that Bibby may require to perfect, protect or establish a security interest described in any present or future Purchase and Sale Agreement.

If the above terms and conditions meet with your approval, please indicate your acceptance by signing and completing details below and return this signed Proposal letter along with the Due Diligence fee to Bibby at the above address on or before the expiration date.

Sincerely,
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ACCEPTED AND AGREED TO:
Winnett Cattle Company, Inc.

Authorized Signatory

NAME: Dennis Brewer

TITLE: CEO

DATE: 3-20-2018

Please also initial first page and fax back to (678)385-9661

_____ for internal use

**Verification Form**

Email: noliver@currencycap.com | Direct Line: 310-571-9588

CURRENCY.

BUSINESS LEGAL NAME Winnett Cattle Company, Inc.		DBA N/A		
STREET ADDRESS 12725 West Indian School Rd E		CITY Avondale	STATE AZ	ZIP 85392
LOCATION OF EQUIPMENT		CITY	STATE	FAX NUMBER 6232079675
TYPE OF BUSINESS / INDUSTRY Sale of export beef	GROSS ANNUAL SALES 20 million 2018	NET ANNUAL PROFIT 2 million 2018	YEAR(S) IN BUSINESS 2.5	# OF EMPLOYEES 5
LANDLORD NAME AND PHONE # Lux Offices 623-512-4900	<input checked="" type="checkbox"/> RENTED <input type="checkbox"/> MORTGAGED AMOUNT \$ 250	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP CO	FEDERAL TAX ID NO# (IF ANY) 82-2861578	
BUSINESS WEBSITE ADDRESS www.winnettcattlecompany.com		PRIMARY CONTACT EMAIL ADDRESS dennis_brewer@winnettcattlecompany.com		PRIMARY CONTACT CELL #. ()

BUSINESS OWNERSHIP

OWNER/OFFICER #1 NAME Dennis Brewer	TITLE CEO	DOB ()	% OWNERSHIP 100	YRS OF INDUSTRY EXPERIENCE 38	SOCIAL SECURITY NO. ()
STREET ADDRESS () Road #35		CITY Ramsey	STATE NJ	ZIP 07446	HOME TELEPHONE NO. (529)-549-6245
OWNER/OFFICER #2 NAME	TITLE	DOB	% OWNERSHIP	YRS OF INDUSTRY EXPERIENCE	SOCIAL SECURITY NO.
STREET ADDRESS		CITY	STATE	ZIP	HOME TELEPHONE NO. ()

EQUIPMENT FINANCING (Please include itemized quote, if available)

ITEM DESCRIPTION	Approx. COST	DELIVERY DATE NEEDED	VENDOR/SUPPLIER CONTACT INFORMATION
2 Pickups, Office furniture	120,000	4/15/2018	BUSINESS NAME wayfair (ofc furn)
			PHONE CONTACT 857-559-4569

WORKING CAPITAL

USE OF FUNDS: Inventory purchases
AMOUNT REQUESTED: \$300,000
DATE FUNDS ARE NEEDED: 4/1/2018
MONTHLY CREDIT CARD VOLUME: None, all ACH and wire transfers

The Merchant and Owner(s)/Officer(s) identified above (individually, an "Applicant") each represents, acknowledges and agrees that (1) all information and documents provided Currency Capital ("CC") including credit card processor statements are true, accurate and complete, (2) Applicant will immediately notify CC of any change in such information or financial condition, (3) Applicant authorizes CC to disclose all information and documents that CC may obtain including credit reports to other persons or entities (collectively, "Assignees") that may be involved with or acquire commercial loans having periodic repayment features or purchases of future receivables including Merchant Cash Advance transactions, including without limitation the application therefor (collectively, "Transactions") and each Assignee is authorized to use such information and documents, and share such information and documents with other Assignees, in connection with potential Transactions, (4) each Assignee will rely upon the accuracy and completeness of such information and documents, (5) CC, Assignees, and each of their representatives, successors, assigns and designees (collectively, "Recipients") are authorized to request and receive any investigative reports, credit reports, statements from creditors of financial institutions, verification of information, or any other information that a Recipient deems necessary, (6) Applicant waives and releases and claims against Recipients and any information-providers arising from any act or omission relating to the requesting, receiving or release of information, and (7) each Owner/Officer represents that he or she is authorized to sign this form on behalf of Merchant.

DocuSigned by: **Dennis Brewer** 3/23/2018 | 9:23:38 AM PDT

X **OWNER/OFFICER #1 SIGNATURE** DATE **OWNER/OFFICER #2 SIGNATURE** DATE

Dennis Brewer

OWNER/OFFICER #1 PRINTED NAME **OWNER/OFFICER #2 PRINTED NAME**

ECOA NOTICE: If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Credit Administrator, (888) 425-0000 within 60 days from the date you are notified of our decision. We will send you a written statement within 30 days of receiving your request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580

Crossroads Financial Group, LLC

6001 Broken Sound Parkway #620 Boca Raton, Florida 33487

March 30, 2018

Winnett Cattle Company, Inc.
Attn: Dennis Brewer, CEO
12725 West Indian School Road, Suite E-101
Avondale, AZ 85392

Re: P.O. FINANCING PROPOSAL

Dear Dennis,

Crossroads Financial Group, LLC, and/or its assignees ("CF") is pleased to express CF's interest in providing the financing program outlined below for Winnett Cattle Company, Inc. ("Client").

This proposal is provided to you with the understanding that approval of the CF credit committee is still to be obtained and that, ultimately, the final form of our agreement will be set forth conclusively in a legal contract signed by all parties. Accordingly, this proposal does not constitute a binding commitment on the part of CF.

The following is a preliminary proposal setting forth the general terms on which CF is willing to provide the Client with our fully discretionary Supply Facility. This letter is intended to serve as a framework for an agreement. CF may substantially modify the terms described herein as it proceeds with its due diligence of the contemplated transactions and the Client.

Proposed terms are as follows:

Supply Facility Amount

The initial maximum allowable Supply Facility shall be \$750,000. CF will be willing to consider increasing the limit from time to time based on the Client's needs, its financial condition, the performance of the collateral, and other issues.

Supply Facility

Provided each transaction is underpinned by the Client's credit-worthy end-buyer POs and/or end-buyer L/Cs issued by banks deemed acceptable to CF, CF will finance up to 100% of the inventory relating to the end-buyer POs and/or end-buyer L/Cs.

Confidential

Page 1



3/30/2018

Purchase Order Fee

Each time CF starts to fund a transaction, it will charge 3% of the value of the credit support, which CF is extending. The credit support may be in the form of a guarantee, a direct cash disbursement or the issuance of an L/C. After the first 30 days, an additional 1% will be charged for every additional 10-day period for which a financing facility is provided. It is the Client's responsibility to pay all bank charges, letter of credit fees, and any other related disbursements and transactional expenses such as freight, warehousing, insurance and inspection made on the Client's behalf as well as advances, less monies received.

Minimum Purchase Order Fee is \$2,000 per transaction.

Minimum Annual Volume Commitment: N/A*

*Client agrees to finance all Purchase Orders greater than \$50,000 through CF, except those where Customer pays cash in advance.



Expenses

The Client will reimburse CF for any and all out-of-pocket expenses such as legal fees in the preparation or enforcement of the Supply Agreement, wire transfers, letter of credit amendments, and/or discrepancies incurred by CF in connection with these transactions, less the due diligence fees described herein. Legal fees will be approved by Client upfront.

Transaction Cycle

It is anticipated that each transactional tenure will not exceed 90 days of financing.

General Information

Due Diligence and Documentation Payment

The non-refundable Due Diligence and Documentation Payment amount is \$2,000.00 to be wired to Crossroads Financial Group, LLC, this payment is to cover the costs of administration fees, due diligence, UCC searches, legal work, transaction documentation, onsite auditing and report writing and correspondence with factoring companies (as required). Should costs for these activities be higher than anticipated, any overages will be the responsibility of the Client.



Collateral

CF will file blanket lien on the business assets of the Client. CF will have a first position lien on inventory and proceeds thereof that CF assisted in purchasing. CF will enter into a tri-party agreement with the factor to identify priority position on receivables. CF will subordinate to inventory lender, for all other inventory.

Termination

This Agreement shall be in force for 24 months from the initial funding, renewable thereafter for additional 12 month periods unless either the Client or CF terminates the relationship.

Insurance

The Client is responsible for maintaining adequate property, liability, and cargo insurance, naming CF as lender loss payee.

Verification

All Purchase Orders must be non-cancellable and verifiable.

Recourse

Full Recourse for Winnett Cattle Company, Inc., Personal Guarantees from all ownership in excess of 20%. Validity Guarantees from Management.

Annually:

- Prior to the initial funding and within 30 days of every anniversary of the Agreement, CF shall require a recently updated personal financial statement from the guarantor(s).
- CF will also require copies of federal and state tax returns from the guarantor(s) within 30 days of filing.

Each party shall agree to protect each other's confidential information.

By your signature below, Client (i) authorizes CF to file a UCC Financing Statement which names Client as the debtor and covers the Collateral described above in all jurisdictions and offices that CF may deem appropriate, (ii) grants CF a security interest in the Collateral to secure all obligations of Client to CF contained in clause (i) of this paragraph.



This proposal is delivered to you with the understanding that neither it nor its substance will be disclosed by you to any third party, except with respect to persons who have an ownership or senior management or advisory relationship with ("Client").

If you would like to proceed on the basis outlined here, kindly return:

- A signed copy of this letter with each page initialed
- A wire for the Due Diligence and Documentation.

Account name: Crossroads Financial Group, LLC
Name of Bank: BB&T Bank
200 S College Street, Floor 1
Charlotte, NC 28202
Account#: 0005207505201
ABA #: 053101121


If you do not execute this proposal by April 6, 2018, we will assume that you have made other financing arrangements and we will consider the proposal withdrawn.

We look forward to a mutually beneficial business relationship.

Very truly yours,

Jarrett Levy

Crossroads Financial Group, LLC


ACCEPTED AND AGREED TO THIS 31st DAY OF March 2018

By: Dennis S Brewer Title: CEO

Signature: 

MADISON STREET CAPITAL ADVISORS

Company Name: Winnett Cattle Co, Inc..

Website: www.winnettcattlecompany.com

Address: 12275 W Indian School Rd. ste E101

Email: dennis_brewer@winnettcattlecompany.com

City: Avondale

Telephone: 520.549.6245

State: AZ. **Zip Code:** 85392

Alternate Phone: 201.887.6541

Madison Street Capital Advisors, LLC (MSC) is a specialized investment banking firm that provides financial advisory and financing services to public and private businesses. MSC is recognized as a leading provider of deal-making expertise, financing, merger and acquisitions advisory, and other corporate advisory services.

The methodology applied by MSC reflects professional excellence, industry expertise, and client commitment.

The nature of every transaction is highly complex and unique. As such MSC is engaged to analyze the client's objectives and make recommendations where needed in order to improve the potential for success.

General Items for discussion include:

Debt/Equity ~ Capitalization Structure ~ Exit Strategies ~ Mergers & Acquisitions ~ Administration Sales & Marketing ~ Strategic Alliances ~ Operations ~ Management ~ Revenue Profitability ~ Productivity ~ Cash Flow

Specific objectives to be discussed include:

TRANSACTION REVIEW—CAPITAL RAISE \$1.25M-1.5M (DETERMINE CORRECT RAISE AMOUNT)

MSC is authorized to conduct a comprehensive transaction review of **Winnett Cattle Company, Inc.** with sales / revenues in the last fiscal year of \$ E/S; beginning on **April 9th, 2018 at 9:00am** for which the client agrees to pay **\$1950.00 U.S.**

This represents MSC's full fee for the review. The fee is due upon completion of the review. All information obtained by MSC during the course of the analysis shall be held in strictest confidence.

AGREED AND ACCEPTED this **5th** day of **April, 2018**

Madison Street Capital Advisors, LLC:

By:



Title: Director



Winnett Cattle Company, Inc.
 Attn: Dennis Brewer
 12725 W Indian School Rd E-101
 Avondale, AZ 85392

August 14, 2018

Dear Dennis,

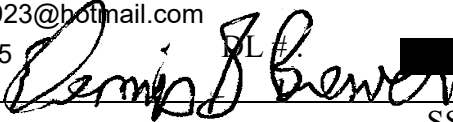
Sallyport Commercial Finance ("SCF") is pleased to present you with the below proposal, which we believe will meet your funding needs. Please bear in mind that all proposals are subject to final due diligence. If you are agreeable to the below funding terms, please sign and acknowledge where indicated and return to me by the expiration date of August 22, 2018 including the items requested below. We look forward to doing business together and appreciate the opportunity to become your finance partner.

Maximum Credit Facility Limit	\$ 1,750,000
Type of Financing	Accounts Receivable Financing: \$1,000,000 PO financing: \$750,000
Advance Rate	80% on AR Lesser of supplier's cost or 75% on purchase orders
Fee Structure	Admin Fee: .7% first 30 days on gross invoice Discount Fee: .25% every 10 days thereafter on gross invoice Interest Fee: WSJ Prime + 4% on funds employed Pricing assumes full ledger PO, 2% every 15 days
Collateral/ Security Monitoring & Operational Fees	UCC Search Fee:\$100pm Lockbox Fee:\$100pm Wire / ACH Fee:\$35/\$10
Minimum Sales Commitment	\$250,000 per month
Term	24 months
Recourse Period	90 days
Due Diligence Fee	\$1,500 for main entity, \$250 per additional entity
Closing Fee	1.25% of Credit Facility Limit
Guarantors	Personal guarantee from owners

Security	All Assets UCC -1 Filing – 1 st position
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Please complete the below information, and return along with the following documents:

1. Copy of Articles of Corporation, LLC, INC, LP Certificate or Partnership Agreement
2. Customer List with names, addresses and telephone numbers (in excel)
3. Driver's License and proof of address
4. Federal Employer Identification Number from IRS (EIN)
5. 941 – last 3 quarters with proof of payments

Owner / Officer Details	Name / Title : Dennis Brewer, CEO Home Street Address : City, State, Zip : Ramsey, NJ 07446 Tel : Email : dsbrewer923@hotmail.com DOB : 9/23/1955 SIGNATURE: 	SSN # : Ownership % : 99.5 DL # :
Owner / Officer Details	Name / Title : Home Street Address : City, State, Zip : Tel : Email : DOB : SIGNATURE: 	SSN # : Ownership % : DL # :
Owner / Officer Details	Name / Title : Home Street Address : City, State, Zip : Tel : Email : DOB : SIGNATURE: 	SSN # : Ownership % : DL # :
Additional Owner/Officers?	Please supply above info for additional owners on separate paper	

Authorization to Release Information and File Security Interest

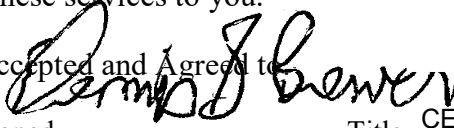
The undersigned agrees to provide the information requested herein, and acknowledges and states that the information provided is true and accurate, and will be relied upon. The undersigned authorizes SCF to check the credit and financial background of the company and the owners and officers.

The above proposal is non-binding and is subject to due diligence and legal documentation as well as Credit Committee approval. Please indicate your acceptance of the above terms by signing below and returning this proposal letter with the items requested along with the Due Diligence fee prior to the expiration date. All expenses incurred by SCF in relation to the due diligence process will be for your account whether or not the transaction closes. By signing below you authorize SCF to file on your behalf any financing statements or other documents and instruments that SCF may require to perfect, protect or establish a security interest described in any present or future Sale and Purchase Agreement.

Thank you for allowing us the opportunity to provide these services to you.

Very truly yours,

James Bartel
Vice President

Accepted and Agreed to

Signed.....Title.....CEO
Print Name .Dennis S.Brewer.....
For and on behalf of Winnett Cattle Company Inc.



PROPOSED TERM SHEET
FOR
PRIVATE PLACEMENT OF PROMISSORY NOTES

April 18th, 2018

This Term Sheet set forth principal terms proposed for a proposed private placement of Promissory Notes of Winnett Cattle Company, (the "Company"). No Legally binding obligations will be created by this term sheet until definitive agreements are executed and delivered by all parties. This Term Sheet is not a commitment to invest or issue any unsecured convertible notes, and is conditioned on the completion of due diligence, legal review and documentation that is satisfactory to Rostra Capital Group, LLC (the "Investor").

<i>Securities Offered:</i>	Promissory Notes (the "Notes")
<i>Security:</i>	1 st lien interest in all finished goods inventory not allocated to customer orders and a second lien interest in all other assets, tangible and intangible.
<i>Subordination:</i>	The Notes will be subordinate to the Company's existing senior and secured debt including loans payable to commercial banks, affiliates and other lenders.
<i>Face Amount:</i>	\$300,000.00
<i>Interest:</i>	15% per annum, payable in cash at Maturity. Interest calculation is based on the actual number of days that elapse during any Interest period in a year and shall accrue from the date of issuance.
<i>Maturity:</i>	12 months from the Closing date.
<i>Use of Proceeds:</i>	Working Capital and General Corporate Purposes.
<i>Closing date:</i>	TBD
<i>Redemption option:</i>	The Company may redeem the Notes within 6 months of the Closing Date at 120% of the face amount plus any accrued but unpaid interest.
<i>Event of Default:</i>	The Events of Default are further outlined in the Closing Documents and customary with Industry Standards.
<i>Change of Control:</i>	If an acquisition or similar change of control transaction occurs prior to the Maturity Date within 6 months from the Closing Date, then upon closing of such transaction, the Notes will, at the election of the holder, become payable



	upon demand as of the closing of such transaction.
<i>Documentation:</i>	The transaction will be documented by counsel to the Company with the documents containing the provisions described above and consisting of the following: a) Security Purchase Agreement b) Form of the Promissory Notes and c) Investor Questionnaire.
<i>Security Purchase Agreement:</i>	The Notes will be issued pursuant to a definitive Security Purchase Agreement containing customary covenants, representations and warranties of the Company.
<i>Expenses:</i>	The Company and the holder will each bear their own legal and other expenses with respect to the transaction contemplated herein.

INVOICE

Member ID: 11421911
Company Name: Winnet Cattle Company
Address: Avondale, Arizona, USA
Phone: 1-205-588-1483
Business E-mail: dennis_brewer@winnettorganics.com
Invoice: 89779-A
Date: 04/25/2018

Particular			
Membership Tenure: 03 Months			
Package:	Quantity	Unit Price	Amount
VIP MEMBERSHIP	01	\$3000	\$3000

Net Amount Receivable: \$3000
Current Account Receivable: \$1500
Account Payable: \$1500

Net Amount Payable: USD 1500.00

Make your payment \$1500 USD to Bank Wire:

Account Number: 381042238546
Account Name: Orbit Technologies LLC
Bank Name: Bank of America
Bank Address: Bank of America, N.A. 222 Broadway New York, NY 10038
Bank SWIFT Code (USD): BOFAUS3N
Bank SWIFT Code (Foreign Currency): BOFAUS6S
Beneficiary Address: 264 Hemlock Terrace, Teaneck, NJ 07666 USA
ACH Routing Number: 021200339

For further assistance please feel free to write us and if you meet any problem concerning the payment, please contact us at...

Customer Support for International Clients

Call: +1 205 588 1483
E-mail: customersupportgbe@tradekey.com

Thank you for using TradeKey.

Note: This page will be emailed to your email account for your record and future reference.



Member's Signature & Stamp:

www.tradekey.com



INVOICE

Member ID: 11421911
Company Name: Winnet Cattle Company
Address: Avondale, Arizona, USA
Phone: 1-205-588-1483
Business E-mail: dennis_brewer@winnettorganics.com
Invoice: 89779-B
Date: 05/14/2018

Particular			
Membership Tenure: 03 Months			
Package:	Quantity	Unit Price	Amount
VIP MEMBERSHIP	01	\$3000	\$3000

Net Amount Receivable: \$1500
Current Account Receivable: \$1500
Balance: \$00

Net Amount Payable: USD 1500.00

Make your payment \$1500 USD to Bank Wire:

Account Number: 381042238546
Account Name: Orbit Technologies LLC
Bank Name: Bank of America
Bank Address: Bank of America, N.A.222 Broadway New York, NY 10038
Bank SWIFT Code (USD): BOFAUS3N
Bank SWIFT Code (Foreign Currency): BOFAUS6S
Beneficiary Address: 264 Hemlock Terrace, Teaneck, NJ 07666 USA
ACH Routing Number: 021200339

For further assistance please feel free to write us and if you meet any problem concerning the payment, please contact us at...

Customer Support for International Clients

Call: +1 205 588 1483
E-mail: customersupportgbe@tradekey.com

Thank you for using TradeKey.

Note: This page will be emailed to your email account for your record and future reference.



Member's Signature & Stamp:

www.tradekey.com



Customer ID : 317673

Bill To :

Winnett Cattle Company Inc
Jason Waseman
12725 West Indian School Road
Suite E-101
Avondale AZ 85392
United States

Report/Ship To :

Winnett Cattle Company Inc
Jason Waseman

INVOICE NO. : 1005110267
INVOICE DATE : 17-May-2018
PAYMENT TERMS : Due Upon Receipt
DUE DATE : 17-May-2018

Intertek Job ID : US60934-0019984
Project ID : G103522814
Client Ref # ACTY-2018-301560
Intertek Ref # W05485-26-21

Intertek values your business greatly!

Reference

Walmart SCS Security Audit
Preferred Freezer Services of Washington Blvd.
Vernon,CA
ACTY-2018-301560

Description

Description	Price
Audit	975.00

Subtotal	975.00
Total Amount Due (USD)	975.00

**** REFERENCE INVOICE NO. 1005110267
ON ALL REMITTANCES ****

For inquiries about your account balance, please call: 877-694-8543

For questions about this invoice, please call: (847) 871-1020

For your convenience, we offer two ways to remit payment for the total amount due: By Post/Mail, and by Electronic Remittance. Thank you, again, for doing Business with Intertek.

Remittance by Post/Mail

Intertek Consumer Goods N.A.

P.O. Box 99959
Chicago, IL 60696-7759
USA

Electronic Remittance

Bank of America, N.A.
100 West 33 rd St.
New York, NY 10001
Swift Code: BOFAUS3N
Bank Id: 026009593
Bank Acct: 3756431315





+44 019088 22753 Unit 52 Barton Road,
foods@bawtrydistributors.co.uk Milton Keynes, MK2 3BJ
www.bawtrydistributors.co.uk United Kingdom

Bawtry Distributors
Charles Taylor
Unit 52 Barton Road,
Milton Keynes MK2 3BJ UK
T : 01908822753
E : accounts@bawtrydistributors.co.uk

Purchase Order

PO No. 846371

To
Winnett Cattle Company Inc.
Mr. Dennis Brewer
12725 West Indian School Road, Suite E-101
Avondale AZ 85392 U.S.A
E : tim_peterson@winnetcattlecompany.com
T : +1 623 207 9675

Date : 29/05/2018

Sr No.	Product & Description	Quantity	Amount
1	112A 3 Rib, Ribeye, bnls, light	1,000.00	\$19,870.00
2	112A 3 Rib, Ribeye, bnls, heavy	5,000.00	\$99,500.00
3	11F4 5 Chuck, clod tender (IM)	1,000.00	\$12,490.00
4	3 Chuck roll, retail ready	11,000.00	\$84,040.00
5	180 3 Loin, strip, bnls 0x1	5,000.00	\$95,400.00
6	184 3 Loin, top butt, boneless	10,000.00	\$84,800.00
7	185A 4 Loin, bottom sirloin, flap	1,000.00	\$14,190.00
8	189A 4 Loin, tndrloin, trmd, heavy	1,000.00	\$23,370.00
9	191A 4 Loin, butt tender, trimmed	1,000.00	\$22,370.00
10	193 4 Flank, flank steak (IM)	3,000.00	\$37,740.00
Sub Total			\$493,770.00
Total			\$493,770.00

Winnett Cattle Company, Inc.

12725 West Indian School Road Suite E-101

Avondale, AZ 85392

+1-623-207-9675

dennis_brewer@winnettcattlecompany.com

www.winnettcattlecompany.com



PROFORMA INVOICE

BILL TO

Charles Taylor
Bawtry Distributors
Unit 52 Barton Road
Milton Keynes
MK2 3BJ
United Kingdom

SHIP TO

Charles Taylor
Bawtry Distributors
Unit 52 Barton Road
Milton Keynes
MK2 3BJ
United Kingdom

PROFORMA INVOICE 1001

#

DATE 05/30/2018**DUE DATE** 06/29/2018**TERMS** Net 30**SHIP DATE**

06/11/2018

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/30/2018	112 A , 3 Rib- Light	112 A , 3 Rib, Ribeye, Boneless, Light	1,000	19.87	19,870.00
05/30/2018	112 A, 3 Rib- Heavy	112 A, 3 Rib, Ribeye, Boneless, Heavy	5,000	19.90	99,500.00
05/30/2018	11F4 , 5 Chuck	11F4 , 5 Chuck, Clod Tender (IM)	1,000	12.49	12,490.00
05/30/2018	Chuck Roll	3 Chuck Roll Retail Ready	11,000	7.64	84,040.00
05/30/2018	180, 3 Loin	180 3 Loin Strip Boneless	5,000	19.08	95,400.00
05/30/2018	184, 3 Loin	184 3 Loin, Top Butt, Boneless	10,000	8.48	84,800.00
05/30/2018	185A ,4 Loin	185 A 4 Loin, Bottom Sirloin, Flap	1,000	14.19	14,190.00
05/30/2018	189A, 4 Loin	189A, 4 Loin, Tenderloin, Trimmed, Heavy	1,000	23.37	23,370.00
05/30/2018	191A, 4 Loin	191A, 4 Loin, butt tender, trimmed	1,000	22.37	22,370.00
05/30/2018	193, 4 Flank	193, 4 Flank, flank steak (IM)	3,000	12.58	37,740.00

We value our continued business relationship with you~

BALANCE DUE**\$493,770.00**



June 04, 2018

Winnett Cattle Company
Mr. Dennis Brewer
12725 W. Indian School Rd
Avondale, AZ 85392

Dear Dennis,

I appreciate the opportunity in creating this partnership to service the Walmart China export program from Preferred Freezer Services of Washington Blvd. Per our discussions, this initial roll out of the program is for 60 loads of frozen beef that will arrive over the road palletized, stamped with the USDA mark of inspection and wrapped. We will unload and lot the product. We will release the product for export, load the PFSL coordinated empty container and seal it for pickup and delivery to the port via PFSL.

Please find below specialized rates for agreed upon services.

Rates for Services through December 31,2019

Unloading:	\$7.50 per pallet
Handling:	\$20.50 per pallet
Storage per 7 days:	\$7.00 per pallet
(Storage applies if product does not cross dock same day)	
Loading:	\$7.50 per pallet
Labeling:	\$0.15 per case
Stretch wrap:	\$4.50 per pallet

All other services and related charges are pursuant of our current Elite at time of service.

This agreement will renew annually at 3% and follow active Elite tariff each year.

Winnett Cattle Company and Preferred Freezer Services reserve the right to review this agreement as needed to address any significant change in the operation of the account, performance, etc. We appreciate the opportunity to grow our strategic partnership and look forward to collaborating moving forward.

Please sign, date and return as confirmation of your acceptance of this agreement.

Best regards,

Lawrence Abbott
Sales Manager

6/8/2018

Dennis Brewer
Winnett Cattle Company

Preferred Freezer Services of Washington Blvd Vernon, CA 90058

Phone: 323-261-4500 Fax: 323-261-4501

www.preferredfreezer.com

Sallyport Commercial Finance, LLC

CONFIDENTIAL CREDIT APPLICATION AND COMPANY PROFILE

PLEASE TYPE OR PRINT



GENERAL BUSINESS INFORMATION				
Legal Name of Business/Corp. Winnett Cattle Company, Inc.				
Trade Name (DBA)				
Primary Business Address 12725 W Indian School Road Suite E-101 Avondale, AZ 85392				
Alternate Mailing Address				
Telephone 623-207-9675	Fax	Cell # [REDACTED]	Email dennis brewer@winnettcattlecompany.com	
Legal Form of Business <input checked="" type="checkbox"/> Corporation (State <u>CO</u>) <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other _____				
Federal Tax ID# 82-2861578	D.U.N.S. #		Years in Business 3	
Type of Business (Describe Products or Services) Sale of fresh and frozen natural beef				
Bank Hillcrest Bank	Name/Contact Vicki Williams	Email vwilliams@nbhbank.com	Address Kansas City, MO	Phone 877-936- 2467
Checking Acct # 3568367469	Savings Acct #		Loan #	
Accountant	Name/Contact	Email	Address	Phone
CPA	Name/Contact	Email	Address	Phone
Attorney Ray Sullivan	Name/Contact	Email rsullivan@sullivantradelaw.com	Address	Phone 410-530-62212
Landlord Lux Offices Sharon Benson	Name/Contact	Email sharon@luxoffices.com	Address Avondale, AZ	Phone 623-512-4900
Business Consultant	Name/Contact	Email	Address	Phone
Referred by:				

ACCOUNTS RECEIVABLE INFORMATION (Please supply A/R aging and Customer Names and Addresses or complete Addendum A)				
Total Receivables Outstanding \$ 0	(0-30 days) \$	(31-60 days) \$	(61-90 days) \$	(OVER 90 days) \$
Average Monthly Sales \$ 500,000		Amount of financing requested \$ 1,750,000		
Average Number of Invoices per Month 2		Average Invoice Value \$ 350,000		
Total Number of Customers 2		Average Number of Customers Sold to per Month 2		
Average Number of Days to Collect 30	Write-off percentage 0		Receivables generated from: <input checked="" type="checkbox"/> Goods <input type="checkbox"/> Sale of Services <input type="checkbox"/> Other	
Terms of Sale Net 30	Purpose of Loan/Use of funds? Working capital			

BACKGROUND INFORMATION (Please explain any "Yes" answers)		
Has the Company ever factored or pledged its receivables as collateral?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, Explain:
Are there any loans, private or commercial, now outstanding?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, Explain:
Are any extended terms granted in respect of receivables?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, Explain:
Are any Federal or State taxes, including Payroll Taxes, delinquent?	<input type="checkbox"/> No <input checked="" type="checkbox"/> XX	<input type="checkbox"/> Yes, Explain:
Are there any Judgments or Liens now pending or in effect against the company?	<input type="checkbox"/> No <input checked="" type="checkbox"/> XX	<input type="checkbox"/> Yes, Explain:
Has the Company or any of its Principals ever filed for Bankruptcy protection?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, Explain: D Brewer, 1993, business failure
Has any Owner, Officer, or Principal Manager of the Company ever been convicted of a felony?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, Explain:
Do you use a payroll service such as ADP, Paychex or your bank?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, Explain:
Does the company do business from more than one place?	<input type="checkbox"/> No <input checked="" type="checkbox"/> XX	<input type="checkbox"/> Yes, Please List:
Has the Company ever operated under a different name?	<input type="checkbox"/> No <input checked="" type="checkbox"/> XX	<input type="checkbox"/> Yes, Explain:
Do you have any ownership in other companies?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, Explain: Shells: Winnett Logistics, Winnett Perico

OWNER/OFFICER INFORMATION			
Owner/Officer Dennis Brewer			
Street Address [REDACTED]			
City Ramsey	State NJ	Zip 07446	
Social Security # [REDACTED]	Driver's License [REDACTED]	Date of Birth [REDACTED]	
Position CEO	Ownership Percentage 99.5	Phone # 520-549-6245	
Owner/Officer			
Street Address			
City	State	Zip	
Social Security #	Driver's License	Date of Birth	
Position	Ownership Percentage	Phone #	
Owner/Officer			
Street Address			
City	State	Zip	
Social Security #	Driver's License	Date of Birth	
Position	Ownership Percentage	Phone #	

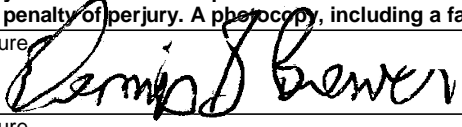
OTHER INFORMATION

SUPPORTING DOCUMENTATION Please include the following documents with your application:

- | | |
|--|--|
| <ul style="list-style-type: none">o Detailed Accounts Receivable Agingo Master Customer List with names, address and telephone numberso Recent Financial Statementso Sample invoices, & supporting document (POD, Order etc.) | <ul style="list-style-type: none">o Detailed Accounts Payable Agingo Copy of I.D. (drivers license or passport)o Copy of Articles of Incorporation, LLC Certificate of Membership or Partnership Agreement |
| <ul style="list-style-type: none">o The above items are enclosed _____o The above items have been dispatched under separate cover and will arrive _____ | |

AUTHORIZATION TO RELEASE INFORMATION

The information supplied in this Confidential Financing Application, Company Profile form, and all forms and documents submitted (collectively the "Application") to Sallyport Commercial Finance, LLC., its subsidiaries or its Assignee (collectively "Funder") in connection herewith is true and correct to the best of my/our knowledge and belief. I/we hereby authorize Funder to investigate my/our financial responsibility and credit worthiness and will provide financial statements, tax returns, or other materials or information as requested by Funder and to verify any information provided from any source Funder may choose. I/we grant Funder the right to procure any and all credit or other investigative reports to any party to this application. I/we grant Funder the right to release any of the information contained herein or any results from any investigation of the information contained herein to any third party that may become part of any financing transaction between applicants and Funder or to whom Funder may refer this applicant to for funding. I/we further grant to any source from which Funder has requested information about applicant(s), the authorization to release such information to Funder. Applicant acknowledges that Funder will rely on the information provided herein to make its credit decision regarding Applicant. This Application has been completed and signed under penalty of perjury. A photocopy, including a fax copy, of this authorization may be accepted as an original.

Signature 	Print Name Dennis Brewer	Title CEO	Date 6/16/2018
Signature	Print Name	Title	Date
Signature	Print Name	Title	Date

Business Legal Name: Winnett Cattle Company, Inc.				Business DBA Name:					
Type of Business Entity (Check One): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Ltd. Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Sole Proprietor			Use of Proceeds: Complete Purchase Order		Amount Requested: 650,000		Business Tax ID: <input checked="" type="checkbox"/> 82-2861578		
Industry Type: (Describe) <input checked="" type="checkbox"/> Agriculture			State of Incorporation <input checked="" type="checkbox"/> AZ <input checked="" type="checkbox"/> CO		Ownership Percentage % <input checked="" type="checkbox"/> 99.5%		Merchant Email Address dennis_brewer@winnettcattlecompany.com		
Business Physical Street Address: 12725 W Indian School Rd				City: Avondale		State: AZ		Zip Code: 85392	
Billing Street Address:				City:		State:		Zip Code:	
Business Location(s): <input checked="" type="checkbox"/> Rented <input type="checkbox"/> Mortgaged				Monthly Payment: <input checked="" type="checkbox"/> 263		Credit Card Processing? <input type="checkbox"/> Yes <input type="checkbox"/> No		Name of Credit Card Processor	
Gross Annual Sales (from previous year's Tax return):				Does the Merchant have any open MCA or loan accounts? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Current Estimated Balance N/A		Business Start Date of Current Ownership: <input checked="" type="checkbox"/> 11/2015	
Business Website Address: www.winnettcattlecompany.com				Owner First Name Dennis		Last Name: Brewer		Social Number/SIN#: <input checked="" type="checkbox"/>	
Street Address: <input checked="" type="checkbox"/>				City: Ramsey		Date of Birth: <input checked="" type="checkbox"/>		Primary Contact Number: 5205496245	
State: NJ				Zip Code: 07446					

AUTHORIZATIONS

By signing below, each of the above listed business and business owner/officer (individually and collectively, "you") authorize [Dynamic Capital] ("DC") and each of its representatives, successors, assigns and designees ("Recipients") that may be involved with or acquire commercial loans having daily repayment features or purchases of future receivables including Merchant Cash Advance transactions, including without limitation the application therefor (collectively, "Transactions") to obtain consumer or personal, business and investigative reports and other information about you, including credit card processor statements and bank statements, from one or more consumer reporting agencies, such as TransUnion, Experian and Equifax, and from other credit bureaus, banks, creditors and other third parties. You also authorize DC to transmit this application form, along with any of the foregoing information obtained in connection with this application, to any or all of the Recipients for the foregoing purposes. You also consent to the release, by any creditor or financial institution, of any information relating to any of you, to DC and to each of the Recipients, on its own behalf. **CONSENT TO TELEPHONE CALLS:** You expressly consent to receiving marketing and other calls and messages, to landline, wireless or similar devices, including auto-dialed and pre-recorded message calls, and SMS messages (including text messages) from (13) Recipients, at telephone numbers that you have provided. Message and data rates may apply. Your consent to receive marketing is not required for your application; if you do not consent do not provide phone number. **CONSENT TO ELECTRONIC DISCLOSURES:** You expressly consent to transactions and disclosures with Recipients online and electronically. Disclosure will be provided to you either on the screen, on Recipients website or via electronic mail to the email address you provided.

WITHDRAWING CONSENT: You may withdraw consent for telephone calls or electronic disclosures by calling Dynamic's Customer Service (305) 249-1444 or emailing Dgoldberg@dynamicccap.com

Owner / Officer's Signature:
Owner / Officer's Name: (Print) X Dennis Brewer

X 6/20/18

Date (M/D/YY)

Application Checklist:

1. Month-to-Date Banking
2. Banking 4 recent months
3. Credit Card Processing 4 recent Months

Landlord Name: Sharon Benson		Landlord Contact#: 623-512-4900	
Is Your Business Seasonal?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Second Owner:	_____ %
Any Open Bankruptcies?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date of Birth:	_____ Social#:
Any Judgments/Liens	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Home Address:	_____
		Signature:	Date:

Business Trade Reference #1:	Phone #:
Business Trade Reference #2:	Phone #:
Business Trade Reference #3:	Phone #: