

**LAW OFFICES OF RAYMOND F. SULLIVAN**  
10440 Little Patuxent Parkway, Suite 900  
Columbia, Maryland 21044

Winnett Perico, Inc.  
12725 West Indian School Road  
Suite E-101  
Avondale, AZ 85392  
Attn: Dennis Brewer, CEO  
[REDACTED] Road #35  
Ramsey, NJ 07446

July 2, 2018  
Bill No. 035

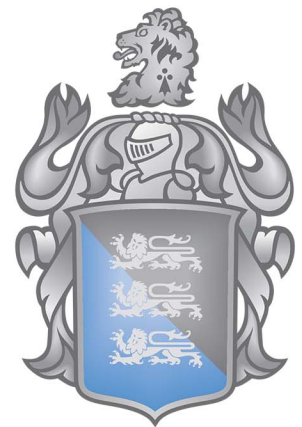
**Client: Winnett Perico, Inc.**  
**Matter: General Corporate**

**STATEMENT FOR SERVICES RENDERED**

For services provided for the period June 1 – June 30, 2018, including general corporate, corporate due diligence, loan prospect due diligence, drafting of corporate documents, review of corporate documents and general corporate and legal advice:

<b>Fee for June 2018 per our agreement:</b>	<b>\$16,000.00</b>
<b>Fee waived for May 2018</b>	<b>(\$16,000.00)</b>
<b>PREVIOUS AMOUNT DUE</b>	<b>\$355,000.00</b>
<b>TOTAL AMOUNT DUE</b>	<b>\$355,000.00</b>

England  
LOGISTICS



NEW  
CUSTOMER  
PACKET

England  
LOGISTICS



With almost two decades of experience England Logistics has established a reputation as one of America's premier third-party logistics (3PL) companies. England Logistics has a team of over 350 logistics professionals that move over 300,000 shipments nationwide. We are a full service logistics provider handling everything from parcel to supply chain management.





# ***Moving**Logistics* ***Forward** →*

Thanks to a diversified set of services, a unified team of professionals, and an ambitious vision, England Logistics is that essential partner for many of America's best companies. We address our customers' needs through four business segments:

- **FTL** | FULL TRUCKLOAD
- **IMC** | INTERMODAL
- **LTL** | LESS-THAN-TRUCKLOAD
- **SCM** | SUPPLY CHAIN MANAGEMENT



# ENGLAND LOGISTICS' COLD CHAIN LTL INTRODUCTION

- ▶ Customized chilled & frozen shipping solutions for companies of all sizes
- ▶ Temperature-controlled equipment & facilities for frozen, fresh, and chilled commodities
- ▶ Single pallet to full truckload service

## England Logistics' Cold Chain Advantages

- ▶ Comprehensive customer service
- ▶ Competitive rates
- ▶ Latest shipping technology
- ▶ Prompt, accurate billing
- ▶ Network analysis
- ▶ Delivery experience to major Big Box retailers like Costco, Whole Foods, Kroger, and Wal-Mart

**CONTACT US**  
ccctl@englandlogistics.com or call 800.333.4114



### Cold Chain LTL Consultants

Our narrowed focus allows us to provide coast-to-coast coverage while delivering superior customer service. Services within the Cold Chain LTL group include:

- Chilled and frozen transportation
- Drayage, trans-loading and port-based refrigerated services
- Temperature-controlled cross docks
- 24/7 support



### Coast to Coast Services

England Logistics' Cold Chain group provides temperature-controlled LTL services to save customers' time and money. Our optimized program runs coast to coast by incorporating regional distribution capabilities and expedited services. A single point of contact is provided to meet each customer's needs.

### England Logistics' Big Box Shipping Program

By surveying your company's shipping needs and expectations, England Logistics can create a plan to save you time and money.

**11/30/2022**



April 16, 2015

JEFF VANWAGONER  
ENGLAND LOGISTICS INC  
1325 S 4700 S  
SALT LAKE CITY, UT 84104

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **EQLC** has been renewed for:

ENGLAND LOGISTICS INC  
1325 S 4700 S  
SALT LAKE CITY, UT 84104  
MC-635748  
US DOT-2241506

This Alpha Code will apply only to the company name shown above through June 30, 2016. **Approximately two months prior to expiration of this SCAC, NMFTA will provide a renewal notice which must be promptly returned together with payment to ensure its continued validity.** Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address below.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy this letter has been requested by BCBP, only then should you forward the requested information (email preferred as a PDF or TIF attachment) to the following address:

CBP SCAC Processing  
Bureau of Customs and Border Protection  
7681 Boston Blvd., Beauregard 1st Fl Wing A  
Springfield, VA 22153  
AMS.SCAC@DHS.GOV

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S. E.  
Washington, DC 20590

**SERVICE DATE**  
February 29, 2008

**LICENSE**

**MC-635748-B**  
**ENGLAND LOGISTICS, INC.**  
**SALT LAKE CITY, UT**

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 367) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink that reads "Kathy A. Wiener".

Kathy Wiener, Chief  
Information Systems Division

BPO





## Business Contact Information

Company Name Winnett Cattle Company, Inc. Type of Business Sales of boxed beef  
Billing Address 12725 W Indian School Road Ste E-101 Sole Proprietorship ☐ Partnership ☐ Corporation ☒  
Avondale, AZ 85392 State of Incorporation CO  
Physical Address Same Year of Incorporation 2015  
Estimated Loads per Week 3-5  
Phone Number 623-207-9675 Company Website winnettcattlecompany.com  
Fax Number \_\_\_\_\_ Federal ID# (FEIN) 82-2861578  
Email dennis\_brewer@winnettcattlecompany.com DUNS # 10037610 Blue Book # \_\_\_\_\_

## Bank Information

Name Hillcrest Bank Phone 877-936-2467  
Bank Address 1111 Main St Ste 2800 Fax \_\_\_\_\_  
City Kansas City State MO Zip Code 64105 Email luke.schultz@nbhbank.com  
Account #1 3568367469 Account #2 \_\_\_\_\_  
Officer Luke Schultz Other \_\_\_\_\_

## Business/Trade References

1. Company Name \_\_\_\_\_ Contact Name \_\_\_\_\_  
Address \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_

2. Company Name \_\_\_\_\_ Contact Name \_\_\_\_\_  
Address \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_

3. Company Name \_\_\_\_\_ Contact Name \_\_\_\_\_  
Address \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_

SIGNATURES	
The person signing below warrants that he/she is authorized to sign on behalf of Applicant. By signing below, Applicant acknowledges that he/she has read and agrees to be bound by the terms and conditions on the reverse side of this Credit Application and Agreement (Please also initial & date on 2nd page)	
Signed: <u>Dennis Brewer</u>	Title: <u>CEO</u>
Name: <u>Dennis Brewer</u>	Date: <u>7/23/18</u>
England Logistics Representative: <u>Blake Sio</u>	



## TERMS AND CONDITIONS - COLD CHAIN

**1. AUTHORIZATION FOR CREDIT REVIEW** – Applicant hereby authorizes England Logistics Inc., a Utah company (EL)(together with its affiliates, subsidiaries, and parent corporations) to obtain any and all information pertaining to applicant that it deems necessary from any and all sources or references given by Applicant to EL and from any national credit bureaus, creditors of Applicant, trade references, banks or other financial institutions. Applicant further authorizes each of these credit references, bureaus, banks and financial institutions to supply such information as EL deems necessary to assist EL in its consideration of this Credit Application & Agreement ("Agreement").

**2. NO OBLIGATION TO EXTEND CREDIT** – Applicant understands that EL has no obligation to extend credit to Applicant and that EL, in its sole and absolute discretion, may terminate the extension of any account accommodations or credit to Applicant at any time for any reason or for no reason whatsoever.

**3. PAYMENT TERMS** –If credit is extended, Applicant agrees to pay in full the invoice price for all purchases from EL promptly within thirty (30) days of the invoice date or in accordance with the terms provided on the invoice, if any. Any failure to pay an invoice in accordance with these terms is subject to interest, fees, and costs provided herein and a loss of any discounts for EL's services. Applicant agrees and acknowledges that the United States Interstate Commerce Act stipulates that "the payment of freight charges may not be postponed due to alleged loss or damage" and that freight charges must be paid before a claim is reviewed or honored. Applicant agrees to notify EL, in writing, of any error in any invoice within thirty (30) days after the invoice date. If the Applicant fails to so notice EL, then the invoice shall be deemed to be correct and accepted by Applicant. EL does not provide original paperwork (bills of lading, delivery receipts, etc.) with its invoices; however, scanned copies may be provided upon request. The Applicant agrees that it will not deduct or offset from any invoice payments, regardless of available or pending claims or potential exempt status for claims.

**4. INTEREST, FEES AND COSTS** –Applicant agrees to pay in full all costs and expenses incurred by EL in collecting the amounts owed by Applicant under this Agreement, including any and all costs and reasonable attorneys' fees. Applicant also agrees to pay interest at the rate of one and one half percent (1.5%) per month on all past due amounts.

**5. SECURITY** – As security for any and all existing and future obligations of the Applicant to EL, the Applicant hereby grants to EL a continuing lien on and security interest in any and all tangible and intangible personal property of the undersigned company wherever located, whether now owned or hereafter acquired or in which the undersigned company may now have or hereafter acquire an interest, including, without limitation, fixtures, equipment, goods, inventory, money, accounts, instruments, chattel paper, general intangibles (including intellectual property), investment property, documents, deposit accounts, letter of credit rights (including, for avoidance of doubt, any and all goods and documents relating thereto now or hereafter in EL's possession, custody or contract or en route), and, to the extent not listed above as original collateral, any and all proceeds and products of the foregoing (all of the foregoing, the "Collateral"). The continuing lien on and security interest in the Collateral granted by this paragraph shall be in addition to any and all liens or security interests arising under applicable statutory or common law. Applicant authorizes EL to file financing statements (the "Financing Statement") describing the Collateral.

**6. GOVERNING LAW/VENUE/JURISDICTION** – This Agreement shall be interpreted, construed and enforced in accordance with and governed by the laws of the State of Utah without giving effect to any conflict of law provisions. Any litigation between Applicant and EL shall take place in the state and federal courts situated in Salt Lake City, Utah. Applicant hereby consents to that venue and waives and agrees not to assert any claim that it is not personally subject to such jurisdiction in Salt Lake City, Utah or that any action or other proceeding brought in compliance with this section is brought in an inconvenient forum.

**7. DEFAULT** – The occurrence of any of the following events shall constitute a default under this Agreement and any other agreements between Applicant and EL: (a) Applicant fails to perform any obligation, or other undertaking, required by this Agreement or any other agreement between Applicant and EL; (b) Applicant dies; dissolves; ceases operations; abandons its business; becomes insolvent; becomes the subject of bankruptcy, receivership, insolvency, or similar proceedings; or, makes an assignment for the benefit of its creditors; (c) Any information or other representation now or hereafter made or furnished to EL by Applicant or at Applicant's request or instruction is, or is believed in good faith by EL to be, inaccurate, incomplete, or false in any material respect; or (d) Any other event which causes EL, in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.

**8. LIMITATION OF LIABILITY** – Unless Applicant declares a higher value for cargo in writing to EL (additional liability coverage charges will apply to EL's service rates), EL's cargo liability is limited to \$2.00 per pound per lost or damaged article, the manufacturer's cost, or \$20,000, whichever is less. (Any single claim for less than \$100 will not be considered.) Regardless of the declared value of the cargo, EL's liability for loss, damage, delay, misdelivery, or nondelivery, will not exceed the cargo's repair cost, depreciated value, or its replacement cost, whichever is less. EL is not liable for damage or loss in excess of the declared value of the cargo. Contact an insurance broker if you desire insurance. **EL DOES NOT PROVIDE INSURANCE COVERAGE OF ANY KIND.** EL does not guarantee service delivery times and is not liable for "loss of sales," consequential or indirect damages associated to the loss, damage or delay of any shipment. This paragraph does not waive or otherwise impair EL's rights and defenses with regard to whether EL is liable for cargo loss or damage.

**9. WAIVER** – EL may, at its option, permit Applicant to remedy any default under this Agreement without waiving any of its rights or remedies related to such default or any subsequent or prior default by Applicant. Applicant waives any right to notice from EL of Applicant's default of this Agreement.

**10. BINDING AGREEMENT** – This Agreement shall inure to the benefit of the successors and assigns of EL, and shall be binding upon applicant's heirs, legatees, devisees, personal representatives, successors and assigns.

**11. AUTHORITY** – Any person signing this Agreement warrants and represents that he/she/it has authority to enter this Agreement and that he/she/it has been duly authorized to execute this Agreement as, or on behalf of, Applicant.

**12. ACCURACY OF INFORMATION** – Applicant certifies that any and all information now or hereafter supplied to EL by Applicant, or at Applicant's request or instruction, is both accurate and complete and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify EL of any adverse change in such information supplied, and of any change in Applicant's residence, chief place of business or billing address.

**13. MODIFICATION** – The terms of this Agreement may be modified or amended by EL at any time upon thirty (30) days notice, effective as to all credit extended after the effective date of the modification.

**14. ADDITIONAL PROVISIONS** – The rights and remedies of EL stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law. Any account exceeding the credit terms extended will automatically become a CASH ONLY account at EL's election, and will require payment in full to reestablish the original terms of this Agreement.

INITIAL  DATE: 7/23/18

## PERSONAL GUARANTY

For and in consideration of EL extending credit to the Applicant herein, the undersigned ("Guarantor"), jointly and severally, unconditionally, irrevocably and absolutely guaranties and promises to pay EL any and all indebtedness of the Applicant owed to EL. EL may, without notice, proceed directly against Guarantor to collect the full amount or any portion of Applicant's liability to EL whether or not any action is commenced against the Applicant. Guarantor's obligations under this guaranty are joint and several and independent of any obligation of the Applicant. EL may, without notice to or further consent by Guarantor, and without affecting their liability hereunder, from time to time in whole or in part: (a) alter, compromise, renew, extend, accelerate or otherwise change the time for payment of, or the terms of, the indebtedness of Applicant or any part thereof; (b) take and hold security for the payment of this guaranty or the indebtedness, and exchange, surrender, compromise, release, enforce, waive, fail to perfect or deal with such security in any manner EL deems necessary, whether such security was provided by Applicant or Guarantor; (c) release or substitute anyone or more of the endorers or Guarantor or Applicant; and (d) determine how, when and what application of payments shall be made on the indebtedness. Guarantor waives any right or claim of right: (a) to notice of action or nonaction on the part of Applicant, EL or Guarantor; (b) to notice of acceptance of this Guaranty; (c) to notice of the creation, renewal, extension or accruals of any present or future indebtedness of Applicant; (d) to notice of default or nonpayment and notice of dishonor to Guarantors, Applicant or any other party liable for any of Applicant's indebtedness; (e) to notice of any sale, exchange, compromise or other disposition of any or all collateral; (f) to all other notices to which Guarantors might otherwise be entitled in connection with this guaranty or any indebtedness or obligations hereby guarantied; (g) to make any defense arising by reason of any disability or other defense of Applicant or by reason of the cessation from any cause whatsoever of Applicant's liability; and (j) to participate in any security now or hereafter held by EL. Guarantor shall pay all reasonable attorneys' fees, and other costs and expenses incurred by EL enforcing its rights hereunder, including those incurred before and during any legal proceedings or appeals. Guarantor shall be interpreted in accordance with the laws of the State of Utah. The undersigned submits to the jurisdiction of the courts located in Salt Lake County, Utah.

Signed by Guarantor:  (SIGNATURE OF INDIVIDUAL GUARANTOR REQUIRED)

Name of Guarantor: Dennis S Brewer Date: 7/23/18



## Credit Card Authorization Form

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

\*Customer/Company Name: \_\_\_\_\_

\*Credit Card ☐ Visa ☒ Mastercard ☐ Discover ☐ American Express

\*Credit Card # \_\_\_\_\_ \*Exp Date (MM/YY): \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\*3 digit CVV security code (on back of card): \_\_\_\_\_

\*Cash Price \$ \_\_\_\_\_

\*Discount Forfeited \$ 0 \_\_\_\_\_

\*Total Amount \$ \_\_\_\_\_

Street Address \_\_\_\_\_

State & Zip Code \_\_\_\_\_

\*Name on Card: \_\_\_\_\_

\*Invoices Paid (Invoice # and \$Amount): \_\_\_\_\_

☐ Yes! Please sign me up for automatic payments. \*\*

If yes, please provide an email or fax number: \_\_\_\_\_

☐ Yes! Please sign me up for automatic pre payments.

If yes, please provide an email or fax number: \_\_\_\_\_

\*Signature of Cardholder: \_\_\_\_\_

**Note:** By filling out this form you are authorizing England Logistics to process the above amount with the Credit Card number provided.

**Actual & dimensional weight or class information is subject to correction by the carrier and is an "ESTIMATED" rate. Transit times are "ESTIMATED" unless a guaranteed rate is shown. Customer is responsible for added charges from a corrected weight, class or accessorial for added services (i.e. lift gate, notify, etc.), and for any charges not paid to England Logistics if charged to a third-party at the customer's request. Shipments are subject to the uniform standard Bill of Lading as provided for in NMFC 100. If you have special requirements needing guaranteed transit, special pickup needs, or if a shipment is over 5,000 lbs., more than 5 pallet spots and/or 10' of trailer space, please contact your England Logistics sales rep. All quotes reflect a 3% discount for cash (or cash equivalent) payment. In the event a credit card is used to make payment the cash discount will be removed and the invoiced price adjusted accordingly. If your shipment generates any of these charges you authorize EL to charge your card for the extra charges.**

\* Required Field

\*\* If you check the box, your credit card will be charged every Friday for all invoices that are due. A receipt will be sent to the email or fax number provided.

Please fax or email back to:

Fax: (801) 736-7951

Elcredit@englandlogistics.com

LP Evidentiary Exhibits Page 009294

11/30/2022



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>England Logistics, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above <b>England Logistics</b>	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>S</b> <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	<b>5</b> Address (number, street, and apt. or suite no.) <b>1325 South 4700 West</b>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>Salt Lake City, UT 84104</b>	
	<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


Social security number								
			-					
or								
Employer identification number								
8	7		-	0	5	4	4	7
								3
								4

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ 	Date ▶ <b>11/2/2015</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



RE: England Logistics Remit Address

To Whom It May Concern:

This is the remit to information for England Logistics. Included are the direct lock box information, expedited mailing address, ACH information, Bank name and address and swift code for international payment.

**Remit to Lock Box:**

England Logistics  
PO Box 953776  
St. Louis, MO 63195-3776

**Wire/ACH Information**

Account #153195058422  
ABA/Routing #124302150

**Overnight Information**

England Logistics  
Box 953776  
1005 Convention Plaza  
St. Louis, MO 63101

**US Bank**

15 West South Temple  
Salt Lake City, UT 84101

**Swift code for international ACH payments**

USBKUS44IMT

**Remittance email**

elcr@englandlogistics.com

**For additional questions please contact your agent.**

Sincerely,

Jared Neeley  
England Logistics



### Credit Application

Applicant Name: England Logistics  
Company Address: 1325 South 4700 West, Salt Lake City, Utah 84104  
Remittance Address: P.O. Box 953776, St. Louis, MO 63195

Type of Organization: Corporation  
Industry: Transportation  
Year Established: 1994  
Federal I.D.: 87-0544734  
D & B: 00-942-8988  
ICC#: MC 635748B

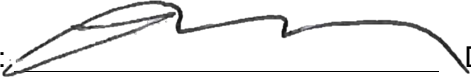
Principle Owners:  
Name: C.R. England Inc. Address: 4701 W 2100 S, SLC, UT Ph: 801-972-2712

Bank: US Bank  
Bank Address: 15 W South Temple, 6<sup>th</sup> FL Salt Lake City, UT 84101  
Contact: Julie Smith  
Phone: 801-534-6011

Insurance: AIG  
Agent: AON Risk  
Insurance Address: 315 W 3<sup>rd</sup>, Little Rock, AR 72201

#### Credit References:

Comdata	PO BOX 3388, Brentwood, TN 37024-3388	800-226-3896
Freightliner	PO BOX 70900, Salt Lake City, UT 84170	801-978-8080
Marco Transport	832 South Gladiola St, Salt Lake City, UT 84104	801-974-0441

Title: VP Finance Signature:  Date: 03/18/15





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Summit Insurance Group LLC Summit Risk Management & Insurance 7430 South Creek Road Ste 300 Sandy, UT 84093	1-801-438-1481	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: XL Specialty Insurance Co	
<b>INSURED</b> C R England Inc. England Logistics, Inc. 4701 West 2100 South  Salt Lake City, UT 84120		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER: 49900749** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Motor Truck Cargo w/Refer			UM00050607MA17A	06/01/17	06/01/18	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

Insured's Copy
4701 West 2100 South
Salt Lake City, UT 84120
USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #63238 1-610-941-7751 Keystone Risk Partners, LLC  604 E. Baltimore Pike  Media, PA 19063		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: FHWA Self Insured Grant INSURER C: INDEMNITY INS CO OF NORTH AMER INSURER D: Self Insured INSURER E: INSURER F:		FAX (A/C, No):   NAIC # 22667 43575 22667
INSURED C.R. England, Inc.; Opportunity Leasing, Inc.; England Logistics, Inc. 4701 West 2100 South  Salt Lake City, UT 84120				

## COVERAGES

CERTIFICATE NUMBER: 49912810

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Excess of \$1 Mil SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			XSL G27865914	06/01/17	06/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Dkt#MC124679 QualifiedSI	06/01/17	06/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 3 Mil SIR			XSA H09056397	06/01/17	06/01/18	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ N/A
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC64409682;WLRC64409694	06/01/17	06/01/18	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Auto Comp/Coll			Self Insured	06/01/17	06/01/18	Per Accident 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

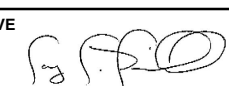
## CERTIFICATE HOLDER

PROOF OF INSURANCE ONLY  
 C.R. ENGLAND, INC., ENGLAND LOGISTICS  
  
 4701 WEST 2100 SOUTH  
  
 SALT LAKE CITY, UT 84120  
  
 USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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## 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-C  
**Date:** 07/26/2018

Particular			
Membership Tenure: 12 Months			
Package:	Quantity	Unit Price	Amount
VIP MEMBERSHIP	01	\$12000	\$12000

**Net Amount Payable: USD 12000**

Amount Receivable: \$6000  
Balance: \$6000

**Make your first installment payment \$6000 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:





## PERSONAL FINANCIAL STATEMENT 7(a) / 504 LOANS AND SURETY BONDS

U.S. SMALL BUSINESS ADMINISTRATION

As of \_\_\_\_\_, \_\_\_\_\_

SBA uses the information required by this Form 413 as one of a number of data sources in analyzing the repayment ability and creditworthiness of an application for an SBA guaranteed 7(a) or 504 loan or, with respect to a surety bond, to assist in recovery in the event that the contractor defaults on the contract. Submission of this information is required as part of your application for assistance. Failure to provide the information would impact the agency's decision on your application.

Complete this form for each proprietor, general partner, manager, member of a limited liability company (LLC), or more of the equity of the Applicant including the assets of the owner's spouse and any minor children and any person providing a guaranty on the loan.

### Return completed form to:

For 7(a) loans: the Lender processing the application for SBA guaranty

For 504 loans: the Certified Development Company (CDC) processing the application for SBA guaranty

For Surety Bonds: the Surety Company or Agent processing the application for surety bond guaranty

<b>Name</b>		<b>Business Phone</b>	
<b>Home Address</b>		<b>Home Phone</b>	
<b>City, State, &amp; Zip Code</b>			
<b>Business Name of Applicant</b>			
<b>ASSETS</b>		<b>LIABILITIES</b>	
<input type="checkbox"/> Omit Cents		<input type="checkbox"/> Omit Cents	
Cash on Hand in banks		Accounts Payable	
Savings Accounts		Notes Payable to Banks and Others	
IRA or Other Retirement Account		Describe in Section 2	
Describe in Section 5		Installment Account Auto	
Accounts Notes Receivable		Mo. Payments	
Describe in Section 5		Installment Account Other	
Life Insurance Cash Surrender Value Only		Mo. Payments	
Describe in Section 8		Loans Against Life Insurance	
Stocks and Bonds		Mortgages on Real Estate	
Describe in Section 3		Describe in Section 4	
Real Estate		Unpaid Taxes	
Describe in Section 4		Describe in Section 6	
Automobiles		Other Liabilities	
Describe in Section 5, and include		Describe in Section 7	
Year/Make/Model		Total Liabilities	
Other Personal Property		Net Worth	
Describe in Section 5			
Other Assets		Total \$	
Describe in Section 5		Must equal total in assets column.	
Total \$			
<b>Section 1. Source of Income.</b>		<b>Contingent Liabilities</b>	
Salary		As Endorser or Co-Maker	
Net Investment Income		Legal Claims Judgments	
Real Estate Income		Provision for Federal Income Tax	
Other Income Describe below		Other Special Debt	
<b>Description of Other Income in Section 1.</b>			

Alimony or child support payments should not be disclosed in Other Income unless it is desired to have such payments counted toward total income.

**Section 2. Notes Payable to Banks and Others.** ☐ Use attachments if necessary. Each attachment must be identified as part of this statement and signed. ☐

Names and Addresses of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral

**Section 3. Stocks and Bonds.** ☐ Use attachments if necessary. Each attachment must be identified as part of this statement and signed. ☐

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

**Section 4. Real Estate Owned.** ☐ List each parcel separately. ☐ Use attachment if necessary. Each attachment must be identified as a part of this statement and signed. ☐

	Property A	Property B	Property C
Type of Real Estate <input type="checkbox"/> <input type="checkbox"/> Primary Residence, Other Residence, Rental Property, Land, etc. <input type="checkbox"/>			
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name <input type="checkbox"/> Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

**Section 5. Other Personal Property and Other Assets.** ☐ Describe, and, if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and, if delinquent, describe delinquency. ☐

**Section 6. Unpaid Taxes.** ☐ Describe in detail as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches. ☐

**Section 7. Other Liabilities.** Describe in detail.**Section 8. Life Insurance Held.** Give face amount and cash surrender value of policies name of insurance company and Beneficiaries.

I authorize the SBA/Lender/Surety Company to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness.

**CERTIFICATION** To be completed by each person submitting the information requested on this form and the spouse of any 20% or more owner when spousal assets are included

By signing this form, I certify under penalty of criminal prosecution that all information on this form and any additional supporting information submitted with this form is true and complete to the best of my knowledge. I understand that SBA or its participating Lenders or Certified Development Companies or Surety Companies will rely on this information when making decisions regarding an application for a loan or a surety bond. I further certify that I have read the attached statements required by law and executive order.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security No. 

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security No. \_\_\_\_\_

**NOTICE TO LOAN AND SURETY BOND APPLICANTS: CRIMINAL PENALTIES AND ADMINISTRATIVE REMEDIES FOR FALSE STATEMENTS:**

Knowingly making a false statement on this form is a violation of Federal law and could result in criminal prosecution, significant civil penalties, and a denial of your loan or surety bond application. A false statement is punishable under 18 U.S.C. §§ 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000 under 15 U.S.C. § 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000 and, if submitted to a Federally-insured institution, a false statement is punishable under 18 U.S.C. § 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000. Additionally, false statements can lead to treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729, and other administrative remedies including suspension and debarment.

PLEASE NOTE: According to the Paperwork Reduction Act, you are not required to respond to this request for information unless it displays a valid OMB Control Number. The estimated average burden hours for the completion of this form is 1.5 hours per response. If you have questions or comments concerning this estimate or any other aspect of this information collection, please contact Director, Records Management Division, Small Business Administration, 409 Third Street SW, Washington, D.C. 20416, and SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Room 10202, Washington, D.C. 20503. PLEASE DO NOT SEND COMPLETED FORMS TO OMB.

**PLEASE READ, DETACH, AND RETAIN FOR YOUR RECORDS**  
**STATEMENTS REQUIRED BY LAW AND EXECUTIVE ORDER**

SBA is required to withhold or limit financial assistance, to impose special conditions on approved loans, to provide special notices to applicants or borrowers and to require special reports and data from borrowers in order to comply with legislation passed by the Congress and Executive Orders issued by the President and by the provisions of various inter-agency agreements. SBA has issued regulations and procedures that implement these laws and executive orders. These are contained in Parts 112, 113, and 117 of Title 13 of the Code of Federal Regulations and in Standard Operating Procedures.

**Privacy Act (5 U.S.C. 552a)**

Any person can request to see or get copies of any personal information that SBA has in his or her file when that file is retrieved by individual identifiers such as name or social security numbers. Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act.

Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. Disclosures of name and other personal identifiers are, however, required for a benefit, as SBA requires an individual seeking assistance from SBA to provide it with sufficient information for it to make a character determination. In determining whether an individual is of good character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act). Further, for all forms of assistance, SBA is authorized to make all investigations necessary to ensure that a person has not engaged in acts that violate or will violate the Act or the Small Business Investment Act, 15 USC Sections 634(b)(11) and 687(b)(a), respectively. For these purposes, you are asked to voluntarily provide your social security number to assist SBA in making a character determination and to distinguish you from other individuals with the same or similar name or other personal identifier.

The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's investigative files system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is that SBA may disclose the information maintained in SBA's investigative files to other Federal agencies conducting background checks to the extent the information is relevant to the requesting agencies' function. In addition, another routine use is that SBA may transfer information related to a debt that a person is delinquent in paying to SBA in connection with its loan programs for publication on a computer database system maintained by the Department of Housing and Urban Development, or other Federal agency, to allow searches by participating Government agencies and approved private lenders, consistent with applicable law. SBA and its authorized lenders may also use this computer database system to perform a computer match to determine a loan applicant's credit status with participating agencies of the Federal Government. See Revision of Privacy Act System of Records, 74 F.R. 14890 (April 1, 2009) and 77 F.R. 61467 (October 9, 2012) for additional background and other routine uses, which may be amended from time to time.

**Right to Financial Privacy Act of 1978 (12 U.S.C. 3401)** -- This is notice to you as required by the Right to Financial Privacy Act of 1978, of SBA's access rights to financial records held by financial institutions that are or have been doing business with you or your business, including any financial institutions participating in a loan or loan guaranty. The law provides that SBA shall have a right of access to your financial records in connection with its consideration or administration of assistance to you in the form of a Government guaranteed loan. SBA is required to provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records, after which no further certification is required for subsequent accesses. The law also provides that SBA's access rights continue for the term of any approved loan guaranty agreement. No further notice to you of SBA's access rights is required during the term of any such agreement. The law also authorizes SBA to transfer to another Government authority any financial records included in an application for a loan, or concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

**Freedom of Information Act (5 U.S.C. 552)**

This law provides, with some exceptions, that SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

**Flood Disaster Protection Act (42 U.S.C. 4011)** -- Regulations have been issued by the Federal Insurance Administration (FIA) and by SBA implementing this Act and its amendments. These regulations prohibit SBA from making certain loans in an FIA designated floodplain unless Federal Flood insurance is purchased as a condition of the loan. Failure to maintain the required level of flood insurance makes the applicant ineligible for any financial assistance from SBA, including disaster assistance.

**Executive Orders -- Floodplain Management and Wetland Protection (42 F.R. 26951 and 42 F.R. 26961)** -- SBA discourages settlement in or development of a floodplain or a wetland. This statement is to notify all SBA loan applicants that such actions are hazardous to both life and property and should be avoided. The additional cost of flood preventive construction must be considered in addition to the possible loss of all assets and investments due to a future flood.

**Occupational Safety and Health Act (15 U.S.C. 651 et seq.)** -- This legislation authorizes the Occupational Safety and Health Administration in the Department of Labor to require businesses to modify facilities and procedures to protect employees or pay penalty fees. Businesses can be forced to cease operations or be prevented from starting operations in a new facility. Therefore, SBA may require additional information from an applicant to determine whether the business will be in compliance with OSHA regulations and allowed to operate its facility after the loan is approved and disbursed. Signing this form as an applicant is certification that the OSHA requirements that apply to the applicant business have been determined and that the applicant, to the best of its knowledge, is in compliance. Furthermore, applicant certifies that it will remain in compliance during the life of the loan.

**Civil Rights Legislation** -- All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. This includes making their goods and services available to handicapped clients or customers. All business borrowers will be required to display the "Equal Employment Opportunity Poster" prescribed by SBA.

**Equal Credit Opportunity Act (15 U.S.C. 1691)** -- The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or 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.

**Executive Order 11738 -- Environmental Protection (38 F.R. 251621)** -- The Executive Order charges SBA with administering its loan programs in a manner that will result in effective enforcement of the Clean Air Act, the Federal Water Pollution Act and other environment protection legislation.

**Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles)** -- These laws require SBA to collect aggressively any loan payments which become delinquent. SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may take one or more of the following actions: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice or other attorneys for litigation, (6) foreclose on collateral or take other action permitted in the loan instruments, or (7) if you default on an SBA loan and fail to fully reimburse SBA for any resulting loss, refer you to the computer database of delinquent Federal debtors maintained by the Department of Housing and Urban Development, or other Federal agency, which may disqualify you from receiving financial assistance from other Federal agencies. In addition, unless SBA is reimbursed in full for the loss, you will not be eligible for additional SBA financial assistance.

**Immigration Reform and Control Act of 1986 (Pub. L. 99-603)** -- If you are an alien who was in this country illegally since before January 1, 1982, you may have been granted lawful temporary resident status by the United States Immigration and Naturalization Service pursuant to the Immigration Reform and Control Act of 1986. For five years from the date you are granted such status, you are not eligible for financial assistance from the SBA in the form of a loan guaranty under Section 7(a) of the Small Business Act unless you are disabled or a Cuban or Haitian entrant. When you sign this document, you are making the certification that the Immigration Reform and Control Act of 1986 does not apply to you, or if it does apply, more than five years have elapsed since you have been granted lawful temporary resident status pursuant to such 1986 legislation.

**Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.)** -- Borrowers using SBA funds for the construction or rehabilitation of a residential structure are prohibited from using lead-based paint (as defined in SBA regulations) on all interior surfaces, whether accessible or not, and exterior surfaces, such as stairs, decks, porches, railings, windows and doors, which are readily accessible to children under 7 years of age. A "residential structure" is any home, apartment, hotel, motel, orphanage, boarding school, dormitory, day care center, extended care facility, college or other school housing, hospital, group practice or community facility and all other residential or institutional structures where persons reside.



**Executive Order 12549, Debarment and Suspension (2 CFR 180, adopted by reference in 2 CFR Part 2700 (SBA Debarment Regulations))** -- By submission of this loan application, you certify and acknowledge that neither you nor any Principals have within the past three years been: (a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a transaction by any Federal department or agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the Regulations; or (d) delinquent on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification.

If you are unable to certify and acknowledge (a) through (d), you must obtain and attach a written statement of exception from SBA permitting participation in this loan. You further certify that you have not and will not knowingly enter into any agreement in connection with the goods and/or services purchased with the proceeds of this loan with any individual or entity that has been debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Transaction. All capitalized terms have the meanings set forth in 2 C.F.R. Part 180.

## 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 01 products in the product line enabling TradeKey to provide services.
- iii. TradeKey will require at least 01 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 Order Commitment**

**Tradekey hereby guarantee at least 3 orders from 3 individual buyers (one order from each buyer) within 12 months based on industrial MOQ and competitive prices.**

- i. i. Client must possess the required documents/certification as stated and provided to TradeKey.
- ii. ii. Client can add new/more products in future but Client must not change/reduce product lines without the consent of TradeKey once the order commitment is provided. If later on client changes/reduces product line, the Order Commitment guarantee shall be void/ cancelled.
- iii. iii. Order commitment will include all the following kind of orders namely sample order, repeat order, unique order and order partial payment.
- iv. iv. Client must keep TradeKey's Account Manager aware and in-loop for Client's ongoing buyer/order/deal communications. Under no circumstances should the Client hide any such information. If such hidden order/deal has been identified, the guarantee shall be void/cancelled.
- v. v. In case of major product flaws/faults in (quality, material, model, technology, packing) reported by buyers on frequent basis which leads to non-accomplishment of order commitment due to problem/fault at members end, then guarantee will be considered void.
- vi. vi. In case TradeKey doesn't meet guaranteed order commitment, then TradeKey will either compensates the service time-period for an extended 3 - 6 month(s) to meet the previous order commitment or to provide alternate services whichever is preferred by Client.

**I hereby, accept abovementioned terms and conditions.**

**TradeKey**
**Invoice**

 Invoice #: 89779 - C  
 Time Stamp: 07/31/2018

**Sold To:** Dennis Brewer  
**Company Name:** Winnett Cattle Company  
**Address:** Avondale, Arizona, USA  
**Phone:** 1-6232079675

Package Name: VIP Services

Tradekey VIP Business Solution Plan

S.#	Details
<b>Section A: VIP GK Services</b>	
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)
<b>Section B: VIP Buyer Consultancy Services</b>	
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\$ 12,000**

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

**VIP Membership Tenure: 12 Months**
**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.
- In case of any discrepancy in committed services both parties will mutually discuss to resolve the incongruity.

**Make your payment \$12,000USD 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****Bank SWIFT Code (USD): BOFAUS3N****Bank SWIFT Code (Foreign Currency): BOFAUS6S****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: Mr. Dennis Brewer****TradeKey Registered ID: 11421911****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](mailto: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 &amp; Stamp: \_\_\_\_\_



**LAW OFFICES OF RAYMOND F. SULLIVAN**  
10440 Little Patuxent Parkway, Suite 900  
Columbia, Maryland 21044

Winnett Perico, Inc.  
12725 West Indian School Road  
Suite E-101  
Avondale, AZ 85392  
Attn: Dennis Brewer, CEO  
[REDACTED] Road #35  
Ramsey, NJ 07446

August 1, 2018  
Bill No. 036

**Client: Winnett Perico, Inc.**  
**Matter: General Corporate**

**STATEMENT FOR SERVICES RENDERED**

For services provided for the period July 1 – July 31, 2018, including general corporate, corporate due diligence, loan prospect due diligence, drafting of corporate documents, review of corporate documents and general corporate and legal advice:

<b>Fee for July 2018 per our agreement:</b>	<b>\$16,000.00</b>
<b>Fee waived for July 2018</b>	<b>(\$16,000.00)</b>
<b>PREVIOUS AMOUNT DUE</b>	<b>\$355,000.00</b>
<b>TOTAL AMOUNT DUE</b>	<b>\$355,000.00</b>



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 <sup>st</sup> 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 : 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 # :
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,

Accepted and Agreed to:

James Bartel  
Vice President

Signed.....Title.....  
Print Name .....  
For and on behalf of Winnett Cattle Company Inc.



August 22, 2018

## Conditional Debenture Term Sheet

Winnett Cattle Company, Inc.  
12725 W Indian School Rd  
Avondale, Arizona 85392

Dear Mr. Brewer:

New American Lending, LLC (the "Investor") is pleased to provide financing to Winnett Cattle Company, Inc. its affiliates and subsidiary(s) (together, collectively, the "Company"). This Term Sheet, which summarizes the principal terms of a proposed financing for the Company, is for discussion purposes only and is not a commitment to invest or loan money. The terms and conditions are subject to change, and except for the Confidentiality provision and the Legal Fee provision, are non-binding. Final definitive documentation will contain customary terms and provisions found in documents for similar financing arrangements, including but not limited to, representations, warranties, covenants and indemnifications. The terms and conditions of the proposed financing are set forth below.

<b>Borrower</b>	Winnett Cattle Company, Inc.
<b>Investor</b>	New American Lending, LLC or any new entity specifically created by New American Lending, LLC, for this specific transaction.
<b>Initial Investment</b>	Pursuant to mutual agreement between the Investor and the Company, and subject to Investor due diligence and discovery, on the Closing Date the Investor shall make up to \$2,500,000.00 (the "The Investment") available to the Company.
<b>The Current Investment Size</b>	The Company may request an increase to the Investment at agreed upon time periods and agreed upon amounts. The increase is at the discretion of the Investor pursuant to review of certain Investment Increase Provisions as defined herein (see Addendum A). The sum of the Initial Investment and the subsequent increases, if any (in the aggregate, the "Then Current Investment Size"), shall not exceed \$5,000,000. Each subsequent investment will require the Company to execute and deliver a new Investment and other documentation to the Investor. The Company shall be responsible for any fees and expenses associated with the increased facility.



DC#  
DBB

**Due Diligence Expense**

In connection with this facility, Due Diligence Expenses will be incurred. To cover the expenses incurred by the Investor, the Company shall pay a non-refundable due diligence fee of \$2,500 which shall be paid upon the execution of this conditional term sheet and the balance shall be paid on the Closing Date. Wiring Instructions for this fee are as follows: Bank Name: US BANK; Bank Address: 2501 S Veterans Pkwy Springfield, IL 62704-6433; Account Name: New American Lending; Routing Number: 081202759; Account Number: 199375573805; Account Holder, if needed, is David Hughes 2812 Pat Tillman Drive Springfield, Illinois 62711.

**Additional Terms and Provisions**

See attached Addendum A

**Confidentiality**

The contents of this Term Sheet are confidential. The Company and the Lender each agree to not show, circulate, or otherwise disclose this letter or its contents to any other persons (other than its officers, employees, directors, attorneys, affiliates and advisors, on a need-to-know basis).

**Governing Law and Jurisdiction**

The Company will submit to the non-exclusive jurisdiction and venue of the federal and state courts of the state of Lenders choosing and shall waive any right to trial by jury. Alabama law shall govern the Investment/Loan Documents.

**Expiration  
Additional Notes:**

This term Sheet will expire on August 24, 2018  
Winnett Cattle Company is preparing for shipments of beef into Asia and Dubai.

If the terms and conditions herein are satisfactory, please sign as indicated below. By signing below, the signatory acknowledges that he/she is entering into this drafted transaction and is subject to final documentation and due diligence with the approval of the Company's Board of Directors.

DC#  
DBB





ADDENDUM 'A'

**CONDITIONS AND APPLICATIONS OF FUNDING**

**Use of Proceeds Prohibitions** The Company is prohibited from using this funding to pay down prior debt, taxes owed, and any prior obligations to Officers, Employees or other members of the Company.

**Pre-Closing Reporting Requirements**

The Company is to provide, as indicated in the Due Diligence Questionnaire, the following reports prior to legal counsel disbursing the Closing Statement:

- A detailed Use of Proceeds using the net amount of funds provided on the Closing Statement.
- A monthly income statement/profit and loss statement for the prior 12 months and future 12 months projections.

Both reports will be required to be submitted in Microsoft Excel format, for post-closing reporting requirements.

*Doc  
088*



**Term**

The Investment/Debenture will extend for 12 to 24 months from the Closing Date with four 3-month renewal options. After business discovery and due diligence has been finalized, this term can be better estimated to meet the needs of the company.

**Debenture Payments**

The Debenture Facility will consist of 3 interest-only payments followed by 15 equal monthly payments of principal, interest, and premium during the Term, unless otherwise agreed upon by the Company and the Investor. Adjustments will be made accordingly during underwriting.

**MECHANICS OF THE FACILITY**

**Interest Rate**

An interest rate of 10.00% per annum will be assessed on the outstanding principal balance. The interest amount will be calculated daily as: (outstanding balance x interest rate)/360. The exact interest rate shall only be determined after underwriting is complete. This is only our best guess as of now.

**Closing Date**

The date agreed upon by the Investor and the Company as the start date for the Debenture Facility.

**FACILITY FEES**

**Commitment Fee**

The Company shall pay a fee equal to 2.00% of the Initial Investment. For any increases in the Investment Facility, the Company shall pay a subsequent Closing Fee equal to 2.00% of the increase in the Investment Facility. The fee shall be offset against the initial principal proceeds. TBD or adjusted after underwriting.

**CLOSING FEES**

**Legal Expenses**

In connection with this facility, Legal Expenses possibly might need to be incurred. The Company shall pay The Investor a document review and legal fee in connection with this transaction. An estimated legal fee will be determined prior to closing and will be mutually agreed upon and discussed at that time. No legal fees shall be due unless a reasonable fee can be arrived at that is mutually agreeable to both parties. The Company shall be responsible for all its own fees and expenses incurred in connection with documentation and closing of this transaction.

DKH  
JB



By: Dennis Brewer

Name: Mr. Dennis Brewer  
Title: President

Date Signed: 8/22/18

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Sincerely,

By: David Choate Hughes II 8/22/18

David Choate Hughes II  
Chief Executive Officer  
New American Lending, LLC

**INTERNATIONAL CHAMBER OF COMMERCE  
NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING  
AGREEMENT**

**FOR LOAN OF CASH FUND TALLING \$8.5 Million U.S. Dollars**

**PRIVATE INVESTMENT LOAN FINANCE AGREEMENT**

**CONTRACT NUMBER: VC-2018-  
A471-E9407/.**

This Agreement is made and entered into by and between:

**Bradley Gibson, THE INVESTOR (First party)**  
11 Baker St, Marylebone, London W1U 8ED, UK  
(Hereinafter refer as First Party)  
AND

**Dennis Brewer, CEO**

ON BEHALF OF

**Winnett Cattle Company,** 12725 W Indian School  
Road Suite E-101 Avondale, AZ 85392

(Hereinafter referred to as Second Party)

**RECITALS**

Whereas the First Party is A Business man and a private Investor based in a Europe, who would like to make a direct investment to the second party to an amount of 8.5M USD. Hereinafter refer as Fund), and

Whereas the second party is an established company with good records in America with diversified business activities.

That the origin of the money that will fund the loan is clean, legal and

emanates from proceeds of my business, therefore the funds are completely legitimate and devoid of any connection of illegal activities.

Whereas the second party is willing to accept the investment loan capital and the First Party is prepared to Co-operate with the Second Party in that respect.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual representations and covenants hereinafter set forth, the parties hereto agree as follows:

### **ARTICLE 1**

The recitals set forth above constitute an integral part of this agreement at all time and considered as a fundamental condition to execute it.

### **ARTICLE 2 PURPOSE OF THIS AGREEMENT**

The purpose of the present agreement is to define the contractual relation between the first party and the second party. This agreement for which BRADLEY GIBSON is interested in investing the sum of 8.5M USD as clear loan on a classified confidential bases and will provide Dennis Brewer, CEO (Winnett Cattle Company, Inc.) in form of investment development for this investment of funds, BRADLEY GIBSON will be entitled to a 4% interest annually within a period of 5 years.

### **ARTICLE 3 RIGHTS GRANTED**

Subject to the terms and upon the conditions set forth herein, throughout the duration of this Agreement, The First party hereby accept to make a direct investment to the second party company at the amount of 8.5M USD . The Second Party hereby accepts to use and invest the above mentioned Fund in his proposed project /company activities.

### **Article 4 Purpose**

The investment facility has been provided for the general working capital purpose of the second party.

### **ARTICLE 5 Investors Security.**

The Borrower agrees to secure the repayment Loan in form of Subordinate interest in all assets, up to \$8.5 million.



6.1 The present agreement shall become effective only on the date that its signed and sealed by both parties and the total fund transferred, entered and availed into the account of the second party in America shall be valid for an initial term of (5) consecutive years.

6.2 Afterwards, this Agreement shall be renewed by tacit consent for equal period(s), unless previously terminated by either party three months prior to the expiration of any of the following renewal period(s).

6.3 Any termination of the present Agreement shall not impair any rights or remedies of any party hereto neither accrued prior to the termination nor relieve any party of its obligations accrued prior to such termination.

6.4 The proof of transfer should be obtained from the receiving bank in America ,as an evidence that the money is been received by the second party to identify the validity and starting date of this agreement.

6.5 The second party will make the first interest payment on the 2nd year (31st of August 2020) and

6.6 The second party will make The two year payments at once. (Both the 1<sup>st</sup> & the 2<sup>nd</sup> Year)

6.7 The second party will receive the fund in full/complete .

#### **ARTICLE 7 TERM AND CONDITIONS**

The first party will provide the second party with the amount specified in article 4 based on the following specific terms and conditions.

7.1 The Second party should pay to the first party a fix yearly interest of 4% (every year)

7.2 The second party should pay the agreed interest in the month of August for every year till that time where both party agree to terminate the agreement.

7.3 The Second party should transfer the interest amount or handed over to any account or person authorized by the First party.

7.4 A written Instruction or authorization letter should be provided by the first party at the beginning of each year to avail the interest payment, and prove of such payment should be maintained by the second party as evidence at all time,

7.5 It has been agreed that fund provided is a clear loan and does not entitle the first party to any rights in the second party properties nor any management rights in any of the second party companies or activities, more over the first party are not allowed to interfere at any time or claim any right to do so.

### **ARTICLE 8 Returns on Investment**

8.1 The second party will return to the investor after (5) YEARS (starting from the date the fund is confirmed in the party's account the full principal sum invested 8.5MUSD as well as make compulsory annual interest of 4% of said principal fund invested by the Investor.

### **ARTICLE 9 Agreement Parameters**

9.1 It has been agreed that the financial year of the activities commence on the first of January and end on the 31st of December of each year except for the first financial year which shall begin at the time of executing of this contract and until the 12MONTH ,

9.2 It has been agreed that the interest should be calculated on a yearly basis,

9.3 Interest rate is fixed as 4% per year (Per year)

9.4 In the event of any uncompleted year calculation, the interest should be calculated on a daily basis and the total days of the year should be considered as 365 day.

### **ARTICLE 10. PROFIT AND LOSS**

Both parties have agreed that the profit generated by this investment or any other activities of the second party is the sole right of the second party and the first party have no rights whatsoever to claim any profit even if it has been generated through the support of the first party, unless it has been pre agreed by both parties in writing.

### **ARTICLE 11 EXPIRATION AND CANCELLATION**

11.1 This Agreement shall expire as provided in Article 6 hereon. It may also be terminated by either party for any of the following reasons and conditions:

11.1.1 If the fund agreed in this agreement has not been availed to the second party for whatsoever reason, this contract will be automatically

canceled and neither party has any rights or jurisdiction to claim any compensation or amount from the other party.

11.1.2 The expiry of the period of the agreement unless agreed upon the Renewal of the same.

11.1.3 The unanimous decision of the two parties to cancel this agreement at the terms and conditions agreed and specified at that particular Time.

11.1.3.1 If the second party fails to pay the interest agreed to the first party for two consecutive years.

11.2 Any one of the parties could cancel the agreement after settling his Liabilities to the other party in the following way:

11.2.1 If first party wishes to cancel at any time he should pay to the second party the following amount:

11.2.1.1 For cancellation in any of the first 2 years an amount of 30% of the total fund provided where it will be deducted from the fund amount on the date of returning the fund in additional to the current year interest ( to be deducted ) .

11.2.1.2 For cancellation in any of the second 2 years an amount of 20% of the total amount to be deducted from the fund amount on the date of returning in additional to the current year interest (To be deducted).

11.2.1.3 For cancellation before the end of the last year of the agreement an amount of 10% of the total fund provided , where it will be deducted from the fund amount on the date of returning in additional to the current year interest ( To be deducted )

11.3 The first party has the full rights to terminate the contract without any penalty or deduction if the second party fails to pay the agreed interest for two consecutive years.

11.4 The second party can terminate this agreement at any time by Paying back the fund in additional to 10% of the total fund or last Year interest, whichever is higher.

11.5 Furthermore, the present agreement will be terminated in the Event either party ceases activities, liquidates or dissolves itself, Demands a

moratorium involving a large part of its assets, ceases to make payments, declares bankruptcy, is declared in judicial adjustments or liquidation or become the object of any similar procedure, becomes the object of a judgment ordering it to cease activities, has its assets seized or has trustee or receiver appointed.

11.6 At the end of this agreement for any reason whatsoever, the second Party will return to the first Party its whole Fund which the first party undertakes to take back.

### **ARTICLE 12 CONFIDENTIALITY**

The parties hereto agree to respect the confidentiality nature of information which they receive during the term of this Agreement, including information concerning the sale, distribution, financial statements or banks or accounts information of the company or the signatory of this agreement, and they undertake to keep such information strictly confidential during the said term, and after the termination or non renewal of the Agreement.

### **ARTICLE 13 WAIVER**

No forbearance on the part of either party in enforcing its rights under this agreement, nor any renewal, extension, or rearrangement of any payment or covenant to be performed by the other party hereunder shall constitute a waiver of any term of this agreement or a forfeiture of any such right.

### **ARTICLE 14 NOTICE**

14.1 Any notice demand , request , consent , approval, designation, specification or other communication given or made , or required to be given or made hereunder, shall be in writing and shall be hand-delivered or sent by registered air mail ( postage fully prepaid) addressed to the parties in the manner set forth below :

- (i) if to the First Party
- (ii) If to the Second Party Or to such other address of facsimile or telex number or person as either party may hereafter designate.

14.2 A notice shall be deemed to have been given and received: (i) when left at the appropriate address if hand-delivered or sent by registered mail; (ii) when actually received if sent by facsimile or electronic data exchange; or (iii) when dispatched and the correct answerback received if sent by telex or facsimile.

### **ARTICLE 15 FORCE MAJEURE**

Non compliance by either the First Party or the Second Party owing to Force Majeure with any of the said obligations shall not lead to the termination of this agreement provided either the first party or the Second Party has, as soon as possible under the circumstances, notified the other party in a letter sent by registered mail, of the reason for non compliance.

Pursuant to this clause, Force Majeure shall be deemed to be any unforeseeable and irresistible event provoked by an external cause, which constitutes an obstacle to the performance of an obligation, such as foreign or civil war, riots, acts of public enemies, general strikes, sabotage, piracy, fire, explosion, natural disasters and act of local government and parliamentary authority.

The parties agreed to interrupt the Agreement for the period of such event and until the activities resume normally.

#### **ARTICLE 16. GOVERNING LAW AND JURIDICTION**

16.1 All difference concerning the validity, the interpretation or the performance of the present Agreement shall be finally settled under the rules of conciliation and arbitration of the international Chamber of Commerce by a single arbitrator appointed in accordance with the said rules. The seat of such arbitration shall be GENEVA and the language of such arbitration shall be English.

#### **ARTICLE 17 MISCELLANEOUS PROVISIONS**

17.1 This Agreement may be amended only by a written document signed by both parties or by their duly authorized representatives.

17.2 This agreement supersedes all prior agreements between the parties (written or oral) and is intended as a complete and exclusive statement of the terms of the Agreement between the parties.

17.3 All reference to a year or a month shall mean a calendar year and a period of thirty days respectively.

17.4 In the event that this agreement is translated into any other language, the English language version hereof shall govern.

**For the First Party**

Bradley Gibson, INVESTOR



31.08.2018

Authorized Signatory -----

For Second party

Dennis Brewer, CEO

Winnett Cattle Company, Inc.

**Authorized Signatory**

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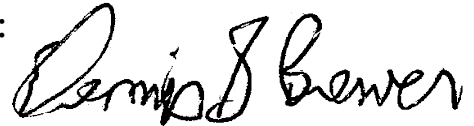
Supervising Finance Broker:

Authorized Signatory:

Name:

Title:

Corporate Name:



Dennis S Brewer September 1, 2018



**LAW OFFICES OF RAYMOND F. SULLIVAN**  
10440 Little Patuxent Parkway, Suite 900  
Columbia, Maryland 21044

Winnett Perico, Inc.  
12725 West Indian School Road  
Suite E-101  
Avondale, AZ 85392  
Attn: Dennis Brewer, CEO  
[REDACTED] Road #35  
Ramsey, NJ 07446

September 4, 2018  
Bill No. 037

**Client: Winnett Perico, Inc.**  
**Matter: General Corporate**

**STATEMENT FOR SERVICES RENDERED**

For services provided for the period August 1 – August 31, 2018, including general corporate, corporate due diligence, loan prospect due diligence, drafting of corporate documents, review of corporate documents and general corporate and legal advice:

<b>Fee for August 2018 per our agreement:</b>	<b>\$16,000.00</b>
<b>Fee waived for August 2018</b>	<b>(\$16,000.00)</b>
<b>PREVIOUS AMOUNT DUE</b>	<b>\$355,000.00</b>
<b>TOTAL AMOUNT DUE</b>	<b>\$355,000.00</b>

## NEW AMERICAN LENDING INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

**THIS AGREEMENT** is made this, by and between New American Lending, LLC. referred to as (“NAL”) a corporation with principal offices located at 2812 Pat Tillman Drive Springfield, Illinois 62711 and; Dennis Brewer Chief Executive Officer Winnett Cattle Company, Inc. (hereinafter collectively referred to as the “Client”) who is represented by Dennis Brewer, Client and NAL, who is represented by David C. Hughes II, hereinafter also referred to as the “Parties”.

**Whereas**, NAL is in the business of acting as a Finder (the “Services”); and

**Whereas**, the Client wishes to retain NAL to facilitate the Services on behalf of the Client **ONLY ON A BEST EFFORTS BASIS**; and

**Whereas**, the Client represents and warrants that it has the financial capability to pay the fees and costs, without adding any financial stress to the company or its officers, for the Services, as set forth herein; and

**Whereas**, NAL desires to be retained or contracted by the Client to perform the Services as an independent contractor, as set forth herein.

**NOW, THEREFORE**, in consideration for the mutual promises, agreements and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Client and NAL do hereby enter into this agreement (“Agreement”) under terms set forth as follows:

- A. **Services:** NAL will make introductions that could result in capital acquisition or financing for the Client.
- B. **Engagement:** Upon the terms and conditions set forth in this Agreement, Client hereby engages, NAL for a one-year period of time on a non-exclusive basis. There will be no engagement fee at all, only a success fee payable after the current debt and equity of the Client successfully goes through any form of restructuring. Since this agreement is non-exclusive, the Client shall have the ability to participate fully in the efforts of always ensuring that the company has the best capital stack in place at all times.
- C. **Term:** The term of this Agreement shall be for one-year. This Agreement shall commence on (September 5<sup>th</sup>, 2018) and shall terminate until 9/5/2019. Either party may terminate this agreement at any time for any reason by simply giving a 30-day written notice. This being said, all success fees shall be paid for any capital or line for capital that comes into the company within six months after the termination date that either party could trigger.
- D. **Success Fee:** A fee shall be due from the Client to NAL equal to 1% for any type of investment or financing that results from any Traditional FDIC Bank. A fee shall be due from the Client to NAL equal to 3% for any

## NEW AMERICAN LENDING

type of investment or financing that results from any Non-Traditional Investor or Lender. This fee shall be due upon the closing of any restructuring, credit line, equity investment, debt instrument, or any other form of financing. The aggregate total of any credit line or capital shall be the basis for the percentage to be multiplied by. In addition, since this agreement is non-exclusive, the Client shall have the ability to participate in the search for potential capital sources. This fee shall be due regardless of whether or not NAL makes the introduction that results in any form of debt or equity restructuring. This also includes new negotiations with the current investor and lender relationships that are in place. It is clearly understood by all parties that Winnett already has a potential offer for AR type financing for around \$1.7MM. For this success fee to be paid, NAL will have to introduce Winnett to another financing company that is more beneficial to the company in some way either by terms or rates. Once the work of NAL has done this, then NAL will be compensated regardless of who the eventual financier is. Example:

Client secures a relationship and loan from US Bank that results in the restructuring of commercial real estate or any other asset for \$1.8MM US Dollars. A fee would be due to NAL the same day that the new facility closes for \$18,000.00 (Eighteen Thousand Dollars and No Cents).

**E. Notices:** Whenever, by the terms of this Agreement, notice shall be given, such notice shall be in writing and sent by facsimile transmission (provided evidence of transmission is maintained), email, or recognized national/international overnight or courier delivery service, addressed to the respective addresses of the Parties set forth on the first page of this Agreement, or at such other telephone numbers or addresses as have, from time to time, been designated by like notice. *Notwithstanding anything to the contrary of this Agreement, if NAL defaults in the performance offered and detailed within the Agreement, the Client shall reserve the option to serve notice. NAL shall be given 30 calendar days (resolution period) to resolve the specific issue(s) detailed within the Notice, which are limited to the terms of this Agreement.*

**F. LIMITATION ON LIABILITY:** With regard to the Services to be performed by NAL pursuant to the terms of this Agreement, NAL shall not be liable to the Client in any way shape or form, or to any other parties that may claim a right, due to any relationship with the Client, for any acts or omissions other than its obligations enumerated herein in the performance of Services on the part of NAL; or, on the part of the agents or employees of NAL, except when said acts or omissions of NAL are due to willful misconduct or gross negligence. Further, the Client shall hold NAL free and harmless from any obligations, costs, claims, judgments, attorneys' fees and any attachments arising from or growing out of the Services rendered to Client pursuant to the terms of this Agreement, or in any way connected with the rendering of Services other than the obligations enumerated herein. Client agrees that NAL shall not have any liability whether direct or indirect, in contract, tort, or otherwise to Client for, or in connection with; (a) the performance by Client of its obligations under this Agreement: or by any investment b) NAL, or any of its affiliates, in. or any loan by NAL or any of its introduced parties, too. NAL makes no representation, or warranties, express or implied, in respect of the Services to be provided by NAL under this Agreement. Client further acknowledges and agrees that NAL does not and will not have or exercise control over



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Client's affairs and/or governance, that NAL is not a fiduciary of Client, and that NAL will have no liability for the actions of its affiliates in the or NAL's. Each Party hereto waives any claims based on assertions that the other Party hereto is liable under this Agreement for any punitive, exemplary, indirect, special, incidental, or consequential damages, including lost profits or savings, whether or not such damages are foreseeable.

- G. CLIENT'S REPRESENTATIONS and WARRANTIES:** Client hereby represents and warrants to NAL, as follows: (a) Client has the full power and authority to enter into this Agreement and to carry out all actions contemplated hereunder; and (b) neither the execution and delivery of this Agreement, nor the communication of any transactions contemplated hereunder, will violate and provision of the organizational documents of Client, or be in conflict with, or constitute a default under, any agreement or commitment to which Client is a party, or to which Client's assets are subject, or violate any statute or law or any judgement, decree, order, regulation, or rule of any court or governmental authority.
- H. MERGER of CLIENT:** Client and NAL acknowledge and agree that the rights and obligations of the Parties under this Agreement shall remain in full force and effect notwithstanding the merger of Client into another corporation or other entity. In such event, it is expressly agreed that the surviving corporation or entity of any such merger shall be bound by, and shall comply with, the terms and conditions of this Agreement, including any compensation payable to NAL under this Agreement and the schedule(s) attached hereto.
- I. SURVIVAL:** Survival. Upon expiration or termination of this Agreement, all liabilities and obligations hereunder automatically terminate except; (a) liability for breaches by any Party prior thereto; (b) Client's obligations under this agreement with respect to any fees payable or incurred either prior to, or at the termination of, this Agreement or following termination of this Agreement; (c) and Client's obligations or liabilities.
- J. SEVERIBILITY:** This Agreement shall be valid notwithstanding that it may contain some terms that are still to be agreed between the parties. However, if any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. If a court is not empowered (or otherwise declines) to so amend the terms herein pursuant to Section 16 (b) above, the Parties hereto shall negotiate in good faith to modify this

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Agreement to affect the original economic and legal intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible. Without limiting the generality of the foregoing, the Parties agree that the maximum and enforceable fees and damages under such circumstances shall be substituted for the minimum Banking fees set forth in Summary of Proposed Terms and Conditions incorporated herein by this reference.

- K. RELATIONSHIP:** The Parties acknowledge and agree that NAL is and shall act as an independent contractor of Client in the performance of its duties hereunder. NAL is not, and in the performance of its duties will not hold itself out as, an employee, agent, fiduciary, or partner of Client or any of its subsidiaries.
- L. AMENDMENT and MODIFICATION:** This Agreement may be amended or modified only in a written instrument duly signed and agreed to by both the Parties.
- M. ASSIGNMENT:** Client may not assign this Agreement or any of the rights, interests, or obligations hereunder without the prior written consent of NAL and any such assignment or purported assignment shall be null and void in all respects. NAL may not assign this Agreement or any of the rights, interests or obligations hereunder without the prior written consent of Client and any such assignment or purported assignment shall be null and void in all respects. Client shall not unduly withhold NAL from the assignment of the rights, interests or obligations hereunder to another party without reasonable cause.
- N. ARBITRATION:** Binding Arbitration for Disputes in Excess of \$25,000. The Parties hereby agree, upon demand by any Party, to submit any Dispute which has an amount in controversy that exceeds Twenty-Five Thousand and No 100ths Dollars (\$25,000.00) (excluding attorneys' fees, court costs and expert witness fees and costs) to binding arbitration in accordance with the terms of this Section. Binding arbitration shall not be required for any Dispute which has an amount in controversy that is equal to, or less than, Twenty-Five Thousand and no 100ths Dollars (\$25,000.00) (excluding attorneys' fees, court costs and expert witness fees and costs) Arbitration may be demanded before the institution of a judicial proceeding, *or* during a judicial proceeding, but *not* more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this Agreement, the Independent Contractor Agreement(s), or any related agreement incorporating this arbitration Program (the "Documents"), or any renewal, extension or modification thereof, including without limitation, their negotiation, execution, collateralization, administration, payment, modification, extension, substitution, formation, inducement, enforcement, default or termination. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, the Parties irrevocably and voluntarily waive any



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right they may have to a trial by jury with respect to any dispute arbitrated pursuant to this arbitration program.

1. **Governing Rules:** Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice law provision in any of the documents between the Parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the Parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00, exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the Parties within the Sangamon, Illinois metropolitan area, or if they cannot agree, then at a location within the Sangamon, Illinois metropolitan area selected by the AAA. Any Party who fails or refuses to submit to arbitration following a demand by any other Party shall bear all costs and expenses incurred by such other Party in compelling arbitration of any Dispute which is subject to binding arbitration. The arbitrator shall award all costs and expenses of the arbitration proceeding.
2. **No Waiver of Provisional Remedies. Self-Help and Foreclosure:** The arbitration requirement does not limit the right of any Party to (i) foreclose against real or personal property collateral, if applicable; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary") remedies such as replevin, injunctive relief attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any Party to submit any Dispute in excess of \$10,000.00 to arbitration, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.
3. **Arbitrator Qualifications and Powers:** Any arbitration proceeding in which the amount in controversy is \$25,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$25,000.00. Any Dispute in which the amount in controversy exceeds



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\$25,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator must be a neutral practicing attorney or a retired member of the state or federal judicial, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration preceding the arbitrator will decide by documents only or, with a hearing at the arbitrator's discretion; any pre-hearing motions "which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recover of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of Civil Procedure, or other applicable law Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any Party, including the plaintiff to submit the controversy or claim to arbitration if any other Party contests such action for judicial relief.

4. **Discovery:** In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the Party's presentation and that no alternative means for obtaining information is available.
5. **Class Proceedings and Consolidations:** No Party hereto shall be entitled to join or consolidate disputes by or against non-parties in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity. As used herein, "non-parties" shall mean all persons and entities except the Parties executing this Agreement.
6. **Miscellaneous:** To the maximum extent practicable, the AAA, the arbitrators and the Parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law, or regulation. If more than one agreement for arbitration by or between the Parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the Parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the expiration or earlier termination of this Agreement or any relationship between the Parties.
7. **Jurisdiction; Venue:** The Parties hereby irrevocably and unconditionally submit, for itself and its property, to the non-exclusive jurisdiction of any federal or state court located within the State of Illinois in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, which



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are not submitted to binding arbitration pursuant to The Section above. Nothing in this Agreement shall affect any right that NAL may otherwise have to bring any action or proceeding relating to this Agreement or the transactions contemplated hereby against any party to this Agreement or its properties in the courts of any jurisdiction. Each Party to this Agreement hereby irrevocably and unconditionally waives, fully it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in any federal or state court located within the State of Illinois. Each of the Parties hereby irrevocably waives, fully permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any federal or state court located within the State of Illinois.

8. **Attorneys' Fees:** In the event of a breach by Client, Client, shall reimburse NAL as requested, on its first demand for all expenses incurred by NAL, in the enforcement or attempted enforcement of any of its rights against Client, as applicable (including costs and reasonable attorneys' fees). In the event of a breach by NAL, Client, shall reimburse NAL as requested, on its first demand for all expenses incurred by NAL, in the enforcement or attempted enforcement of any of its rights against Client, as applicable (including costs and reasonable attorneys' fees). In addition, In the event of any threat of litigation or actual litigation brought on by the Client against NAL or any of its Employees, Client, shall reimburse NAL as requested, on its first demand for all expenses incurred by NAL, in the defense of any threatened litigation or actual litigation against Client, as applicable (including costs and reasonable attorneys' fees). To be absolutely clear, at no time, shall NAL be responsible for any attorney's fees in protecting themselves against the Client. The Client shall bear this responsibility in their entirety.
9. **Client Consent:** THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.
10. **Entire Agreement Waiver of Jury:** CLIENT WAIVES ITS RIGHTS TO A JURY TRIAL, ANY DEALINGS AMONG CLIENT AND NAL RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS, AND OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG CLIENT AND NAL, THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED TRANSACTIONS. IN THE EVENT OF LITIGATION. Other than any agreement between the Parties specified in the schedule attached hereto. This Agreement together with all schedules attached hereto constitute the entire understanding between