

**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

January 2, 2019  
Bill No. 041

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

**STATEMENT FOR SERVICES RENDERED**

For services provided for the period December 1 – December 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 December 2018 per our agreement:</b>	<b>\$16,000.00</b>
<b>Fee waived for December 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>

**Dean Smith financing and investment terms & conditions - Winnett Perico**

**February 1, 2019**

- This agreement replaces that certain agreement dated July 26, 2018 entitled "Dean Smith financing and investment terms & conditions - Winnett Perico"
- Dean Smith will fund \$5,000.00 to Winnett Perico on February 1, 2019.
- Winnett Perico has until seven days after Closing of a financing exceeding \$1 million by Cornhusker Capital to repay the following:
  1. \$30,000.00 + \$2000.00 interest (**Payable to Sasha's Farm Fresh**)
  2. \$5,000.00 + \$1,000.00 personal loan + agreed and 9% (Original funding March, 2017) interest compounded (**Payable to Dean T. Smith**)
  3. \$5,000.00 + \$250.00 interest (**Payable to Dean T. Smith**)
  4. \$200,000 for all Dean Smith's shares and any other interest in Winnett Perico (**Payable to Dean T. Smith IRA account**)

If Cornhusker Capital fails to complete said financing, then Dean Smith's company shares default to **51% controlling interest of Winnett Perico.**



Feb 01, 2019

Dean T. Smith - DATE

 2/1/2019

Dennis Brewer - DATE



Feb 01, 2019

Diana F. Smith - DATE

(Witness)

\_\_\_\_\_  
Notary - DATE

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Avondale, AZ 85392  
Attn: Dennis Brewer, CEO  
[REDACTED] Road #35  
Ramsey, NJ 07446

February 1, 2019  
Bill No. 042

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

**STATEMENT FOR SERVICES RENDERED**

For services provided for the period January 1 – January 31, 2019, 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 January 2019 per our agreement:</b>	<b>\$16,000.00</b>
<b>Fee waived for January 2019</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

## Vendor Information – Organic Grainfed Beef

*Ranch organic and humane handling certifications:* To be completed in June 2019. All grainfed organic cattle have full access to pasture throughout their lives. In accordance with humane handling standards, no electric shocking devices are used at any time, though electric fences are used in our grazing practices.

*Packer certification:* Open Range Beef, Gordon, NE, currently certified organic and inspected by USDA.

*Initial product availability:* October 1, 2019, at approximately 100,000 pounds per week, 60% cuts, 40% ground beef.

*Packaging design:* Vacuum packaging design for individual cuts to be completed in July 2019.

*Pricing:* 125% of USDA Grassfed wholesale price for previous month plus packaging surcharge IF entire carcass is purchased. IF choose only limited cuts selection, then price is 135% of USDA Grassfed wholesale price for previous month plus packaging surcharge.

*Packaging surcharge:* \$1.95 per pound for individual cut vacuum packaging. \$1.50 for ground beef vacuum packaging. No surcharge for vacuum packed subprimals (boxed beef).

*Insurance:* We maintain \$10 million of product liability coverage through a Lloyds name and provide insurance certificates listing customers as additional insured upon request.

*Terms:* Standard vendor terms.



**VENDORCO, a dba of BLUE RIBBON MARKETING, INC.**  
**INDEPENDENT REPRESENTATION AGREEMENT**

This agreement is made on 13th day of February, 2019 between

(Company Name) Winnett Cattle Company, Inc.

(Corporate Address) 12725 West Indian school Road, Suite E-101

(City, State, Zip) Avondale, AZ 85392

(Contact Name) Dennis Brewer

(Title of Contact) CEO

(Phone) 623-207-9675

(Fax) \_\_\_\_\_

(Web Address) www.winnettcattlecompany.com

(email) dennis\_brewer@winnettcattlecompany.com


Hereinafter referred to as "Supplier", and VENDORCO a division of Blue Ribbon Marketing, Inc., a corporation organized and existing under the laws of the State of California, having its company office in Mission Viejo, San Diego County, California, hereinafter referred to as "Representative".

Supplier, in consideration for the commitments and obligations set forth herein to be performed by Representative, hereby agrees that Representative shall be its exclusive sales representative in connection with all sales and/or contracts for sale of merchandise designated herein to Costco Wholesale Warehouses in the following Region/Regions:

**SEE ATTACHED SCHEDULE "A"**

The merchandise covered by this Agreement includes all products manufactured by Supplier.

1. **Supplier's Duties and Representatives Commissions.** Supplier agrees to pay Representatives a Commission on all merchandise Supplier sells to Costco Wholesale within the designated regions pursuant to purchase orders, contracts and other purchase commitments accepted by Supplier during the Term of the Agreement.

  
\_\_\_\_\_  
Supplier / Representative

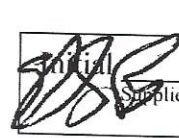
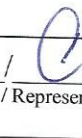
- a. Percentage commissions shall be based on the net amount of Sales to Costco Wholesale. Sales shall be defined as the amount of the invoice submitted to Costco Wholesale which will match the Purchase Order unless the order is delivered short.
- b. Commissions on all sales shall be computed at the following rate of: five percent (5%) of Sales.
- c. Supplier shall provide Costco Buyers and Representative with samples as needed at no charge to Representative or to Costco Buyer.
- d. **Nondisclosure.** Supplier and Representative hereby agree that the terms of this Agreement, including but not limited to the Commission Rate set forth in paragraph 1(B), above, are confidential and shall not be disclosed to any third party, absent agreement of both parties hereto or a legally sufficient subpoena or court order. Supplier and Representative further agree that information about their respective businesses or any other information exchanged between them that is identified by the party owning that information as proprietary, a trade secret, patents, trade names or otherwise confidential or protected or protectable by state or federal law, shall not be disclosed to any third party, absent written agreement of the party that owns the subject information or a legally sufficient subpoena or court order. Supplier and Representative may share information described in this paragraph with their respective agents and representatives on a "need to know" basis, provided that such agents and representatives first agree to comply with the terms of this paragraph.
- e. Payment of all commissions earned shall be paid within fourteen (14) days of Supplier receipt of any partial and/or full payment from Costco Wholesale partially or fully delivered purchase orders. Any late payments will incur at late payment compensation fee of one percent (1%) per month. All commissions shall be paid in US dollars to:
- VENDORCO, Inc.**  
**4231 Balboa Ave. #476**  
**San Diego, CA 92117**
- f. If requested by Representative, Supplier shall prepare and send a monthly commission statement to the Representative at the company mailing address

 /   
Supplier / Representative



in San Diego, CA, which includes the purchase order numbers, invoice numbers and dollar amounts on which the commissions have been computed.

- g. Supplier shall immediately share and authorize and provide Representative with authorization to use/view 3<sup>rd</sup> party accounting system to access confirmed delivery, detailed accounting by Costco Purchase Order. Examples of 3<sup>rd</sup> party accounting systems include but are not limited to Costco Vendor Extranet, Detecno Servicios, or Message Exchange. Representative shall retain access during agreement and past termination until Supplier sends notice in writing confirming all commissions are received and paid in full.
  - h. If requested by Representative, Supplier agrees to mail Representative copies of customer invoices and credit memos covering sales within the designated regions. Said copies shall be mailed to Representative on the date the invoices are generated by Supplier.
  - i. Supplier shall furnish Representative all sales materials including product samples, logo's, and images at no charge for time, materials and samples or cost of shipping. Materials will be used for letters, offers, as well as positive website and social media surrounding your product(s).
  - j. Supplier shall reimburse Representative, up to \$750 for its travel expenses annually, including but not limited to, airfare, car rental, gasoline, meals and hotel related to Costco specific meetings, within 14 days of travel completion.
  - k. Supplier shall not misrepresent its brands or its ability to execute on production and delivery of merchandise offered to Costco.
2. **Representative's Duties.** In consideration of the commissions specified herein, Representative agrees to act in accordance with the following terms and conditions:
- a. To devote its diligent efforts to the sale of Supplier's products during the term hereof.
  - b. To provide adequate facilities and personnel to perform the services required by this Agreement.
  - c. To make all sales subject to Supplier's prices, terms and conditions.

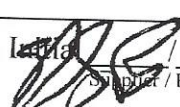

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Supplier / Representative

3. **Reciprocal Indemnification.** Representative and Supplier shall each defend, hold harmless and indemnify the other and the other's officers, directors, employees, insurers, subsidiaries, affiliated companies, and their respective agents (collectively "Agents"), from any and all claims, actions, liabilities, losses, costs, damages or lawsuits, including attorneys' fees and costs (collectively, "Claim" or "Claims"), arising out of any actual or alleged negligence or other actionable misconduct by the other and/or respective Agents. In addition, Supplier shall defend, hold harmless and indemnify Representative and its Agents from any and all Claims arising out of or concerning defects or alleged defects in the Products, provided that such Claim or Claims do not arise from Representative's misrepresentations with respect to the performance of the Products. As a condition precedent to obtaining indemnification under this paragraph, a party seeking indemnification shall provide prompt written notice of any Claim or potential Claim.
4. **Insurance.** Supplier shall carry and maintain during the entire term of Representative's representation of Supplier's merchandise, a broad form of comprehensive general liability insurance policy consistent with Costco Wholesale requirements and agrees to furnish Representative with a certificate of such insurance coverage showing the effective dates thereof. Representative shall be named as an Additional Insured on this policy and Supplier shall provide Representative with a current Certificate of Insurance upon policy renewal.
5. **Independent Contractor.** It is understood by the parties that Supplier shall not exercise any control over the activities or operations of Representative and that Representative is an independent contractor and free agent. It is further understood by the parties that neither Representative nor any of its employees or representatives shall be the agents of Supplier at any time, under any circumstances, for any purpose. Each party fully recognizes and agrees that neither shall owe any fiduciary duty to the other at any time, and this Agreement in no way creates any fiduciary obligation between the parties. Supplier recognizes that Representative may occasionally represent other suppliers who manufacture similar products to those offered by Supplier.
6. **Supplier's Acknowledgements.** Supplier acknowledges that Representative has in no way suggested that it is the only avenue or means by which Supplier can sell its products to Costco Wholesale. Supplier further acknowledges that Representative has advised Supplier that Representative's commissions must be a part of Supplier's normal cost of sales, and that the Representative has not asked Supplier to add in any additional commission for the Representative.

Initials / Signature  
Supplier / Representative



7. **Reciprocal Non-Hiring Commitment.** The parties agree that neither will hire nor solicit for hire any employee of the other until one year after the termination of such employee's employment with the other.
8. **Term of Agreement and Termination.** The term of this Agreement shall be a period of three (3) years commencing on the date hereof, and it shall be extended automatically for successive periods of two (2) years thereafter. Either party may prevent the automatic renewal of this Agreement, and terminate this Agreement, by providing advance written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then applicable period. By way of example, if one party were to provide written notice of non-renewal at least thirty (30) days prior to the expiration of the initial three (3) year period, then this Agreement would not renew for the next two (2) year period, or any period thereafter, and would instead terminate. Notwithstanding the termination or expiration of this Agreement, Supplier shall in any event remain liable to Representative for commissions with respect to orders, contracts and other purchase commitments accepted by Supplier prior to the effective date of such termination or expiration, regardless of when such shipments are made or invoices rendered.
9. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties, and contains all terms and conditions agreed to by the parties. If any term or condition of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effective and shall in no way be affected, impaired or invalidated.
10. **Successors, Alterations and Assignment.** This Agreement shall be binding upon any and all successors and assigns of Supplier and Representative, including but not limited to parties acquiring Supplier or Representative by stock acquisition, merger or acquisition of substantially all the assets of Supplier or Representative, or of the division of Supplier identified in the first paragraph of this Agreement. This Agreement may be altered only by a writing signed by both parties.
11. **Applicable Law and Attorney's Fees.** The parties agree that this Agreement shall be interpreted according to and under the laws of the State of California. In the event of any dispute regarding this Agreement or the interpretation or enforcement of any of its terms, the parties agree that jurisdiction and venue over such dispute shall be San Diego County, California. The parties further agree that in the event of any litigation regarding this Agreement, the substantially prevailing party shall be

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	Supplier / Representative	

entitled to recover from the other party its reasonable attorney's fees and costs incurred in connection therewith.

12. **Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and Agreement. Facsimile or scanned signatures to this Agreement shall for all purposes be deemed originals and shall bind the parties delivering such signatures via facsimile or scan to email.
13. **Exclusion.** Each and every provision of this Agreement shall be construed as though both parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement.
14. **Force Majeure.** Neither party shall be liable for failure, inability, or delay to perform hereunder, if such failure, inability or delay is due to war, strike or other labor stoppage or slowdown, fire, explosion or accident, transportation stoppage, materials shortage, government law, order or regulation, act of nature, natural disaster, or energy allocation or shortage.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SUPPLIER: Winnett Cattle Company, Inc.



Print Name: Dennis S Brewer

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

Title: CEO

Date: 2-13-2019

Facsimile: \_\_\_\_\_

REPRESENTATIVE: VENDORCO, a division of Blue Ribbon Marketing, Inc.

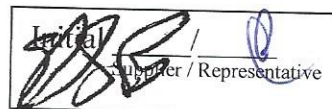
Print Name: Susan Walker

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

Title: President & CEO

Date: 2/13/2019

Facsimile: (866)345-0066





## **SCHEDULE A:**

### **Domestic Regions:**

- ( x ) All US Non-food Regions (All Regions listed below)
- ( x ) Corporate Food (All Regions listed below)
- ( x ) East Coast (Northeast)
- ( x ) Midwest
- ( x ) Los Angeles
- ( x ) Northern California (Bay Area)
- ( x ) Northwest
- ( x ) San Diego
- ( x ) Southeast
- ( x ) Texas (Southwest)

### **International Regions:**

- ( x ) Food Canada – East
- ( x ) Food Canada – West
- ( x ) Non-Food Canada
- ( x ) Mexico


Pacific Rim: ( x ) Japan ( x ) Korea ( x ) Taiwan ( x ) T-mall ( x ) China  
( x ) United Kingdom ( x ) Australia ( x ) Spain ( x ) France ( x ) Iceland

### **Ancillary Services:**

- ( x ) Business Delivery
- ( x ) All E-Commerce including but not limited to;
  - ( x ) Canada ( x ) Mexico ( x ) United Kingdom ( x ) Taiwan ( x ) United States
- ( x ) Kirkland Signature
- ( x ) Gift Pack

### **Special Events/Road Shows**

- ( ) National (All Regions listed below)
- ( ) East Coast (Northeast)
- ( ) Midwest
- ( ) Los Angeles
- ( ) Northern California (Bay Area)
- ( ) Northwest
- ( ) San Diego
- ( ) Southeast
- ( ) Texas (Southwest)

  
Initial \_\_\_\_\_  
Supplier / Representative

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

February 28, 2019  
Bill No. 043

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

**STATEMENT FOR SERVICES RENDERED**

For services provided for the period February 1 – February 28, 2019, 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 February 2019 per our agreement:</b>	<b>\$16,000.00</b>
<b>Fee waived for February 2019</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>





## LETTER OF INTENT

To: Winnett Cattle Company, Inc

Date: Mar 03, 2019

Subject: Beef Carcass + Shank

Ref#:

We at LEVERSTONE Company express our intent to purchase the products from your company. Kindly review the list of products which we intent to purchase with official terms and condition.

In this enclosed list of products, we have clearly discussed the products specifications including the standard size, color, and shape, etc. We are willing to purchase Beef Carcass & Beef Shank (Fore & Hind).

### COMMODITY: Beef Shank

Preferred Country of Origin: USA

Order Quantity: Fore Shank: 100 MT per month X 12 months

Hind Shank: 100 MT per month X 12 months

Destination: China

### COMMODITY: Beef Carcass (1/4 cuts)

Preferred Country of Origin: USA

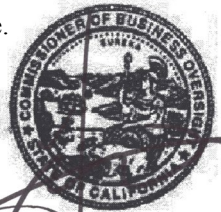
Order Quantity: 1000 MT per month x 12 months

Destination: China

1. Bill of Lading
2. Packing List
3. Certification of Weight and Quantity, GSG, Bureau Veritas or other International Standard certificate company
4. Export Declaration
5. Commercial Invoice with Registered SIF plant (for Chinese Government Approved): destination China only.
6. Certification of Plant number approved by Chinese Government.
7. Halal Certification.
8. Certificate of Origin.
9. Phytosanitary Certificate.
10. Diosin Certificate

APPROVED

Authorized Signature:



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## SALES AGENCY AGREEMENT

This SALES AGENCY AGREEMENT (the “Agreement”) is entered into effective as of the \_\_\_\_ day of March, 2019 between Winnett Cattle Company, Inc., a Colorado corporation with principal offices at 12725 W. Indian School Road, E-101, Avondale, Arizona 85392 (“Company”) and DC International LLC, a Wyoming corporation with its principal place of business at 109 E. 17<sup>th</sup> Street, Suite 5533, Cheyenne, WY 82001 (“Representative”).

### 1. DEFINITIONS

1.1 “Products” initially shall mean those products listed in Exhibit A attached hereto and any such additional products that Company may produce, source or sell. Products may be changed, discontinued, or added at the discretion of the Company. Representative shall have the right of first refusal to represent, to its Active Customers, any additional product, including Product upgrades and modifications, represented, sold, or marketed by Company.

1.2 “Territory” means the geographic areas listed on Exhibit B hereto.

### 2. APPOINTMENT AND AUTHORITY OF REPRESENTATIVE

2.1 Non-Exclusive Sales Representative. Subject to the terms and conditions herein, Company appoints Representative as Company’s non-exclusive sales representative for the Products in the Territory, and Representative accepts such appointment.

2.2 Independent Contractors. The relationship of Company and Representative established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, or (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (iii) allow Representative to create or assume any obligation on behalf of Company for any purpose whatsoever. All financial and other obligations associated with Representative’s business are the sole responsibility of Representative, Representative shall be responsible for, and shall indemnify and hold Company free and harmless from, any and all claims, damages or lawsuits (including Company’s attorneys’ fees) arising solely out of the acts or Representative, its employees or its agents.

### 3. COMMISSION

3.1 Sole Compensation. Representative's sole compensation under the terms of this Agreement shall be a commission ("Commission") per metric ton of product sold to an active customer as hereinafter defined. Amount of commission shall be a markup on the Company's current price list as then in effect and shall be mutually agreed prior to each sale.

3.2 Basis of Commission. The Commission shall apply to all orders in the Territory by Active Customers. "Active Customers" are customers who place an order within eight (8) weeks of initial contact by Representative. Commissions shall be computed on the net sales quantity invoiced and delivered by Company to the customer.

3.3 Payment. Commissions shall be paid in United States dollars and shall be subject to all applicable governmental laws, regulations and rulings, including the withholding of taxes.

3.4 Time of Payment. The Commission for a given order shall be earned by Representative when that order is placed. The Commission on a given order shall be due and payable thirty (30) days after the end of the calendar month in which Company invoices and ships that order.

3.5 Commission Charge-Back. Company shall have the right, while this Agreement is in effect, to write off as bad debts such overdue customer accounts as it deems advisable after notifying Representative and providing Representative the opportunity to attempt to induce payment. In each such case, Company may charge back to Representative's account only any amounts previously paid to Representative. If such accounts are paid at any time, Representative shall be entitled to the applicable commissions.

3.6 Monthly Statements. Company shall submit to Representative monthly statements of the commissions due and payable to Representative under the terms of this Agreement, with reference to the specific orders on invoices on which the commissions are being paid.

3.7 Inspection of Records. Representative shall have the right, at its own expense and not more than once in any twelve (12) month period, to authorize Representative's independent auditors to inspect, at reasonable times during Company's ordinary business hours, Company's relevant accounting records to verify the accuracy of Commissions paid by Company hereunder.

3.8 Non-Circumvention/Non-Compete. Company irrevocably agrees not to circumvent, avoid, bypass or directly solicit, in order to avoid payment of commissions, or otherwise benefit financially or otherwise with respect to parties who are "Active Customers" as defined in Paragraph 3.2 during the term of this agreement. Representative agrees not to circumvent directly or indirectly, or solicit orders on behalf of parties other than the Company, with respect to parties who

are "Active Customers" as defined in Paragraph 3.2 during the term of this agreement.

#### **4. SALE OF THE PRODUCTS**

4.1 Prices and Terms of Sale. Company shall provide Representative with copies of its current price lists, its delivery schedules, and its standard terms and conditions of sale, as established from time to time. Representative shall quote to customers only those authorized prices, delivery schedules, and terms and conditions, and shall have no authority to quote or offer any discount to such prices or change any such terms and conditions, without the consent of Company. Company may change the prices, delivery schedules, and terms and conditions, provided that it gives Representative at least ten (10) days prior written notice of any changes; however, such changes shall not affect any existing contracts or pricing agreements. Each order for a Product shall be governed by the prices, delivery schedules, and terms and conditions in effect at the time the order is accepted, and all quotations by Representative shall contain a statement to that effect.

4.2 Quotations. The parties shall furnish to each other copies of all quotations submitted to Representative's customers.

4.3 Orders. All orders for the Products shall be in writing, and the original shall be submitted to Company. Company shall promptly furnish to Representative informational copies of all commissionable orders sent by Representative's customers in the Territory.

4.4 Acceptance. All orders obtained by Representative shall be subject to acceptance by Company at its principal office currently located at the address listed for Company at the beginning of this Agreement, and all quotations by Representative shall contain a statement to that effect. Representative shall have no authority to make any acceptance or delivery commitments to customers. Company specifically reserves the right to reject any order or any part thereof for any reasonable reason. Company shall send copies to Representative of any written acceptances on commissionable orders.

4.5 Credit Approval. Company shall have the sole right of credit approval or credit refusal for its customers in all cases.

4.6 Collection. It is expressly understood by Representative that full responsibility for all collection rests with Company, provided, at Company's request, Representative will provide reasonable assistance in collection of any accounts receivable. In the event that Representative, with the approval of Company, purchases Products from Company and resells said Products to its own customers, Representative shall have the sole right of credit approval or credit refusal for its own customers and full responsibility for all collection for such customers rests with Representative.

4.7 Inquiries from Outside the Territory. Representative shall promptly submit to Company, for Company's attention and handling, the originals of all inquiries received by

Representative from customers outside the Territory.

4.8 Product Availability. Company shall not be responsible to Representative or any other party for its failure to fill accepted orders, or for its delay in filling accepted orders, when such failure or delay is due to a cause beyond Company's reasonable control.

## **5. ADDITIONAL OBLIGATIONS OF REPRESENTATIVE**

5.1 Blank.

5.2 Promotion of the Products. Representative shall, at its own expense, promote the sale of the Products in the Territory. Representative may hire or contract with sales representatives or service personnel to promote the Products and perform the duties hereunder.

5.3 Facilities. Representative shall provide itself with, and be solely responsible for, (i) such facilities, employees, and business organization, and (ii) such permits, licenses, and other forms of clearance from governmental or regulatory agencies, if any, as it deems necessary for the conduct of its business operations in accordance with this Agreement.

5.4 Customer and Sales Reporting. Representative shall, at its own expense, and in a manner consistent with the sales policies of Company: (a) attend a reasonable number of trade shows as Company requests; (b) provide adequate contact with existing and potential customers within the Territory on a regular basis; and (c) assist Company in assessing customer requirements for the Products.

5.5 Customer Service. Representative shall diligently assist its customers' personnel in using the Products and shall perform such additional customer services as good salesmanship requires and as Company may reasonably request.

5.6 Product Complaints. Representative shall promptly investigate and monitor all customer and/or regulatory complaints and/or correspondence concerning the Product in the Territory. Representative shall immediately notify Company of all such complaints and/or correspondence in accordance with the following: Representative shall advise Company of all complaints relating to the Product as promptly as possible but not more than five (5) calendar days following the date Representative receives such complaint.

5.7 Expense of Doing Business. Representative shall bear the entire cost and expense of conducting its business in accordance with the terms of this Agreement.

5.8 Representations. Representative shall not make any false or misleading representations to customers or others regarding Company or the Products. Representative shall not make any representations, warranties or guarantees with respect to the specifications, features or capabilities of the Products that are not consistent with Company's documentation regarding the Products or Company's literature describing the Products.

## **6. ADDITIONAL OBLIGATIONS OF COMPANY**

6.1 Training by Company. Company shall provide sales training to Representative's personnel at periodic intervals, with the frequency and content of the training to be determined by Company. When possible, such training shall be given at Representative's facilities, but it may be necessary to provide training at a geographically central location near but not in the Territory.

6.2 Regulatory Approvals. Company shall be responsible for obtaining USDA or any other approvals necessary to distribute the Products in Territory.

6.3 Materials. Company shall provide Representative with marketing and technical information concerning the Products as well as reasonable quantities of brochures, instructional material, advertising literature, demonstration product samples, and other Product data at no charge.

6.4 Technical and Sales Support. Company shall use its best efforts to support Representative's sales and marketing activities.

6.5 Delivery Time. Company shall use its best efforts to fulfill delivery obligations as committed in acceptances.

6.6 New Developments. Company shall promptly inform Representative of new product developments relating to the Products.

## **7. TRADEMARKS**

During the term of this Agreement, Representative shall have the right to indicate to the public that it is an authorized representative of the Products and to advertise (within the Territory) such Products under the trademarks, marks, and trade names that Company may adopt from time to time ("Trademarks"). Representative shall not alter or remove any Trademark applied to the Products. Except as set forth in this Article 7, nothing contained in this Agreement shall grant to Representative any right, title or interest in the Trademarks.

## **8. CONFIDENTIAL INFORMATION**

Representative acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's technology, and products that are confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Representative agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it in written or other tangible form or orally, identified as confidential, by Company without the prior written consent of Company. Representative shall take every reasonable precaution to protect the confidentiality of such information. Upon request by Representative, Company shall advise whether or not it considers any particular information or materials to be confidential. In the event of termination of this Agreement, there shall be no use or disclosure by Representative of any confidential information of Company. This section shall not apply to any confidential information which is or becomes generally known and available in the public domain through no fault of Representative.

## **9. INDEMNIFICATION**

The Company shall be solely responsible for the sourcing, development, supply, production and performance of its products and the protection of its trade names and patents. The Company agrees to indemnify, hold the Representative harmless against and pay all losses, costs, damages or expenses, whatsoever, including counsel fees, which the Representative may sustain or incur on account of infringement or alleged infringements of patents, trademarks or trade names resulting from the sale of the Company's products, or arising on account of warranty claims, negligence claims, product liability claims or similar claims by third parties. The Representative shall promptly deliver to the Company any notices or papers served upon it in any proceeding covered by this Indemnification Agreement, and the Company shall defend such litigation at its expense. The Representative shall, however, have the right to participate in the defense at its own expense unless there is a conflict of interest, in which case, the Representative shall indemnify the Company for the expenses of such defense including counsel fees. The Company shall provide the Representative with a certificate of insurance evidencing the Representative an additional insured on any product liability insurance policy the Company may obtain. This provision shall survive and remain in full force and effect after the termination or



nonrenewal of this Agreement.

## **10. TERM AND TERMINATION**

10.1 Term. This Agreement shall continue in full force and effect for a period of two years from the date above, unless terminated earlier under the provisions of this Agreement. Thereafter, this Agreement shall be renewed automatically for successive additional two year terms under the same terms and conditions unless either party chooses not to continue the relationship and provides written notice 90 days prior to the natural expiration of the existing two-year term.

10.2 Termination. This Agreement may be terminated by as follows:

10.2.1 By Company if Representative fails to achieve its annual quota requirement.

10.2.2 By either party if the other party becomes insolvent or bankrupt, or files a voluntary petition in bankruptcy, or has had filed for an involuntary petition in bankruptcy (unless such involuntary petition is withdrawn or dismissed within ten days after filing) in which event termination may be immediate upon notice; or

10.2.3 By either party if the other party fails to cure any breach of a material covenant, commitment or obligation under this Agreement, within 45 days after receipt of written notice specifically setting forth the breach from the other party; or

10.2.4 By either party if the other party is convicted or pleads to a crime or an act of fraud that materially impacts on its performance or its fiduciary duties hereunder, in which event termination may be immediate upon notice.

10.3 Return of Materials. All Confidential Information and other property belonging to Company shall remain the property of Company and will be immediately returned by

Representative upon termination. Representative shall not make or retain any copies of any Confidential Information that may have been entrusted to it.

10.4 Return of the Products. Upon the termination of this Agreement, Company shall repurchase any inventory and instrumentation of the Representative at Representative's cost.

## 11. MISCELLANEOUS

11.1 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested, addressed to the other party at the address shown above or at such other address for which such party gives notice hereunder. Such notice shall be deemed to have been given three (3) days after deposit in the mail.

11.2 Assignment. The parties may not assign or transfer this Agreement or any of its rights and obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns including purchasers of their assets constituting a bulk sale pursuant to the provisions of the “Uniform Commercial Code.”

11.3 Compliance With Law. Company and Representative agree that they will comply with all governmental laws, regulations and requirements applicable to the duties conducted hereunder and applicable food and agricultural products.

Company and Representative represent and warrant that at present and during the term of the Agreement they and their owners, principals, employees and/or contractors (1) have not been and will not be sanctioned within the meaning of Social Security Act Section 1128A or any amendments thereof; (2) have not been and will not be convicted of violating the federal Stark law, federal false claims act, federal anti-kickback statute, federal Health Insurance Portability and Accountability Act provisions, federal civil monetary penalties statute, or similar state laws; (3) have not been and will not be debarred, excluded or suspended from participation in any federal or state programs; (4) have not had and will not have a complaint filed against Sales Agent by any enforcement agency; (5) have not engaged and will not engage in any conduct that could give rise to sanctions, convictions, or violations of any of the identified laws; and (6) are free to enter into this relationship and that by doing so, are not violating and will not violate any agreement or understanding, written or unwritten, with any third party.

The parties represent and warrant that they shall have in effect at all times during the Initial Term and any Renewal Terms of this Agreement all licenses, permits, and authorizations from all federal, state, and local authorities necessary to the performance of their obligations under this Agreement and all necessary authorizations to conduct business in any foreign jurisdiction in the “Territory” as defined in Exhibit B.

11.4 Property Rights. Representative agrees that Company owns all right, title, and interest in the product lines that include the Products and in all of Company’s patents, trademarks, trade names, inventions, copyrights, know-how, and trade secrets relating to the design, manufacture, operation or service of the Products. The use by Representative of any of these property rights is authorized only for the purposes herein set forth, and upon termination of this Agreement for any reason such authorization shall cease.

11.5 Severability. If any provision(s) of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall be valid and enforceable and the parties shall negotiate in good faith a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

11.6 Modification; Waiver. This Agreement may not be altered, amended or modified in any way except by a writing signed by both parties. The failure of a party to enforce any provision of the Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

11.7 Entire Agreement. This Agreement and the exhibits hereto represent and constitute the entire agreement between the parties, and supersedes and merges all prior negotiations, agreements and understandings, oral or written, with respect to any and all matters between the Representative and Company.

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

Company

Representative

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

EXHIBIT A  
PRODUCTS

As listed in current Company price list or as quoted to any customer of Representative

EXHIBIT B  
TERRITORY

Peoples  
Republic of  
China

Hong Kong

Korea

Vietnam





11.5 Severability. If any provision(s) of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall be valid and enforceable and the parties shall negotiate in good faith a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

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

Company

By

Dennis J. Brewer

Title

CEO

Representative

By

Title

Phillip R. Dalewski

DC International LLC

CEO







# Funding Application

Legal Name of Company listed on Articles of Incorporation: \_\_\_\_\_

DBA, if applicable: \_\_\_\_\_ County: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_/\_\_\_\_-\_\_\_\_ Fax: \_\_\_\_/\_\_\_\_-\_\_\_\_ Cell: \_\_\_\_/\_\_\_\_-\_\_\_\_ Website: \_\_\_\_\_

Company is a: ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ LLC Federal Tax ID#: \_\_\_\_\_

Please list any prior companies or other names used over the past five years: \_\_\_\_\_

Please list States of Executive Offices/Headquarters over the last ten (10) years: \_\_\_\_\_

Date business started: \_\_\_\_\_ Number of years under same ownership: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Monthly Sales: \_\_\_\_\_ Amount to Factor: \_\_\_\_\_ # of Customers: \_\_\_\_\_ Sales Terms: \_\_\_\_\_

Nature of business: \_\_\_\_\_

Are there any judgments or liens filed against you, any company principals or the corporation? ☐ Yes ☐ No If yes, please explain: \_\_\_\_\_

## CURRENT FINANCING

Do you have any outstanding loans or lines of credit ☐ Yes ☐ No If yes, please explain: \_\_\_\_\_

Lender	Amount Outstanding	Collateral	Contact/Phone
_____	_____	_____	_____
_____	_____	_____	_____

Have you ever financed or factored any of your receivables? ☐ Yes ☐ No If yes, with whom?: \_\_\_\_\_

Are you currently with them?: ☐ Yes ☐ No Current amount open: \$\_\_\_\_\_ Still submitting invoices?: ☐ Yes ☐ No

Please list any other types or sources of financing: \_\_\_\_\_

## Banking Information

Name of Bank: \_\_\_\_\_ Date Account Opened: \_\_\_\_\_ Number of Accounts: \_\_\_\_\_

Business Checking Account Number: \_\_\_\_\_ Do you maintain a separate payroll account: ☐ Yes ☐ No

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_/\_\_\_\_-\_\_\_\_ Fax: \_\_\_\_/\_\_\_\_-\_\_\_\_

Name of Bank: \_\_\_\_\_ Date Account Opened: \_\_\_\_\_ Number of Accounts: \_\_\_\_\_



**Tax Information**

Do you utilize a payroll and/or PEO service?: ☐ Yes ☐ No If yes, please list name: \_\_\_\_\_

How often do you file 941 payroll taxes? ☐ Weekly ☐ Monthly ☐ Quarterly ☐ Annually

Are your Federal/State payroll taxes current?: ☐ Yes ☐ No If no, please list type, amount & quarters delinquent: \_\_\_\_\_

\_\_\_\_\_

Have any tax liens been filed?: ☐ Yes ☐ No Are you currently obligated to any installment Agreements?: ☐ Yes ☐ No

Are the Officers and/or Principals delinquent in any tax obligations?: ☐ Yes ☐ No If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

Do you collect Any State / Local Sales Taxes for goods or services?: ☐ Yes ☐ No If yes, are you current on your tax

remittances?: ☐ Yes ☐ No If no, please explain: \_\_\_\_\_

\_\_\_\_\_

**Professional References**

Attorney: \_\_\_\_\_ Phone: \_\_\_\_/ \_\_\_\_-\_\_\_\_

Accountant: \_\_\_\_\_ Phone: \_\_\_\_/ \_\_\_\_-\_\_\_\_

How did you hear of Commercial Finance Partners? : \_\_\_\_\_

**Customer Information**

**Please list your company's five largest customers:**

Company Name: \_\_\_\_\_ Phone: \_\_\_\_/ \_\_\_\_-\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Monthly Sales: \$\_\_\_\_\_ Average invoice amount: \$\_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_/ \_\_\_\_-\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Monthly Sales: \$\_\_\_\_\_ Average invoice amount: \$\_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_/ \_\_\_\_-\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Monthly Sales: \$\_\_\_\_\_ Average invoice amount: \$\_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_/ \_\_\_\_-\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Monthly Sales: \$\_\_\_\_\_ Average invoice amount: \$\_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_/ \_\_\_\_-\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Monthly Sales: \$\_\_\_\_\_ Average invoice amount: \$\_\_\_\_\_

Do you provide any goods and/or services on a contra basis?: ☐ Yes ☐ No If yes, please list: \_\_\_\_\_

\_\_\_\_\_

Do you provide any goods and/or services under any contracts or vendor agreements?: ☐ Yes ☐ No If yes, please list: \_\_\_\_\_

\_\_\_\_\_

## Officer / Principal Information

Full Name: \_\_\_\_\_ Social Security Number: \_\_\_\_/\_\_\_\_/\_\_\_\_

Home Address: [REDACTED] \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Title: \_\_\_\_\_ Ownership%: \_\_\_\_\_ Have you declared bankruptcy in the last 10 years?: ☐ Yes ☐ No

Full Name: \_\_\_\_\_ Social Security Number: \_\_\_\_/\_\_\_\_/\_\_\_\_

Home Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Title: \_\_\_\_\_ Ownership%: \_\_\_\_\_ Have you declared bankruptcy in the last 10 years?: ☐ Yes ☐ No

Full Name: \_\_\_\_\_ Social Security Number: \_\_\_\_/\_\_\_\_/\_\_\_\_

Home Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Title: \_\_\_\_\_ Ownership%: \_\_\_\_\_ Have you declared bankruptcy in the last 10 years?: ☐ Yes ☐ No

## Support Documentation

The following additional information is needed by Commercial Finance Partners, LLC ("CFP") to determine the feasibility of extending a financing facility to your company. Please include with your completed application:

- ☐ Accounts Receivable summary listing invoices from invoice date (please provide up-to-date information)
- ☐ Accounts Payable summary (please provide up-to-date information)
- ☐ Most recent financial statements (if available) and in detailed format
- ☐ Sample invoice or billing form(s)
- ☐ Supplemental applications as attached

The foregoing information is true and correct to the best of my knowledge and is given to CFP for the express purpose of determining the feasibility of obtaining financing. I hereby do authorize CFP or its agents, assigns, lenders, lessors or funding sources to verify and investigate any and all of the foregoing statements, including but not limited to, my/our creditworthiness and financial responsibility, in any way they may choose. I/We grant CFP, the right to procure any and all credit reports pertaining to any party listed in this application, but not limited to, all principals of the applicant company. By my signature below, I am duly authorized and exclusively authorized by the parties listed above to grant this permission.

Signature: *Dennis J. Brewer* Prepared And Consented BY: \_\_\_\_\_

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

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



4400 North Federal Highway  
Boca Raton, FL 33431  
P. (855) 424-2958 F. (855) 450-0885

Rev 2015



## Receivables Application Supplemental / P.O. Funding

Legal Name of Company listed on Articles of Incorporation: \_\_\_\_\_

DBA, if applicable: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_/\_\_\_\_-\_\_\_\_ Fax: \_\_\_\_/\_\_\_\_-\_\_\_\_ Cell: \_\_\_\_/\_\_\_\_-\_\_\_\_ Website: \_\_\_\_\_

### Transaction Timeline

Day	Event
1	Order received from customer
	Product/Material ordered from supplier
	Letter of credit issued/payment due (if applicable)
	Product/Material shipped by supplier
	Product/Material received at warehouse (is warehouse independent <input type="checkbox"/> Yes <input type="checkbox"/> No)
	Processing of inventory into finished product, warehousing or distribution or any other value added.
	Shipment of product to customer
	Invoice generated and sent to customer
	<b>Total number of days</b>
	Funding by receivables lender (if applicable)
	Payment received by customer

### Cost of Goods Sold

(As percentage of sales)

Product/Materials hard cost: \_\_\_\_\_% Duty/freight charges: \_\_\_\_\_% Production costs: \_\_\_\_\_% Warehouse cost: \_\_\_\_\_%

**Total cost of goods sold:** \_\_\_\_\_%

### Payment Method To Suppliers

Letters of credit: \_\_\_\_\_% Credit terms: \_\_\_\_\_% Cash: \_\_\_\_\_% Contra account: \_\_\_\_\_% Other: \_\_\_\_\_%

### Miscellaneous Questions

Are you presently factoring: ☐ Yes ☐ No Advance rate: \_\_\_\_\_% Number of sub-component suppliers: \_\_\_\_\_

Total amount of pending/unfulfilled orders: \$\_\_\_\_\_ Number of customers this represents: \_\_\_\_\_

### Prepared And Consented By:

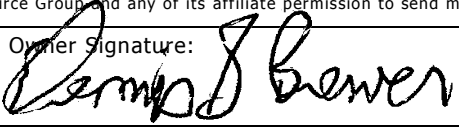
The foregoing information is true and correct to the best of my knowledge and is given to Commercial Finance Partners, LLC, for the express purpose of determining the feasibility of obtaining financing.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

p: 888.443.3766  
f: 248.769.6071

## Business Capital Application



COMPANY INFORMATION			
Legal Name of Entity: Winnett Cattle Company, Inc.		Business Inception Date: 11/2015	
Federal Tax ID (EIN): 82-2861578		State Where Business Was Formed: CO	
Legal Structure: <input checked="" type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Partnership <input type="radio"/> Sole Proprietorship			
Full Time Employees: 1 Part Time Employees: 5		Home Based Business: <input type="radio"/> Yes <input checked="" type="radio"/> No	
Business Address: 12725 W Indian School Road Suite E-101			
City: Avondale	State: AZ	ZIP Code: 85392	Estimated Monthly Revenue: \$9MM beginning in June
Phone: 623-207-9675 Ext:		Website: winnettcattlecompany.com	
Ownership of Business Location: <input checked="" type="radio"/> Rented <input type="radio"/> Owned by Business			If Owned, Property Value:
Landlord Name: Lux Offices		Landlord Phone: 623-512-4900	Monthly Rent: 300
Landlord Type: <input checked="" type="radio"/> Management Company <input type="radio"/> Sole Ownership <input type="radio"/> Corporation <input type="radio"/> Other:			
BUSINESS OWNER			
Name: Dennis Brewer		Marital Status: Divorced	Date of Birth: 9-23-1955
Primary Address: [REDACTED]			
City: Edgewater		State: NJ	ZIP Code: 07020
Home Phone: [REDACTED]		Mobile Phone: [REDACTED]	
E-mail: dsb Brewer 923@hotmail.com		Social Security #: [REDACTED]	
Driver's License #: B7366163829554		Driver's License State: NJ	Ownership (%): 99.5
CO-APPLICANT			
Name:		Marital Status:	Date of Birth:
Primary Address:			
City:		State:	ZIP Code:
Home Phone:		Mobile Phone:	
E-mail:		Social Security #:	
Driver's License #:		Driver's License State:	Ownership (%):
LOAN REQUEST			
Requested Funding Amount:			
Use of Funds: Working Capital			
CERTIFICATION AND AGREEMENT			
<p>By signing and submitting to us this Application Form, you certify that (i) you are authorized to apply on behalf of the Company, the full legal name of which appears above under the Company Information portion of this Application Form, for a loan from us for business purposes and (ii) all information you provided on this Application Form and other supporting documents is true and complete and you will notify us of any material changes to such information. You understand and agree that we and our agents and assignees are authorized to contact third parties to make inquiries in evaluating this Application Form (including requesting business and personal credit bureau reports from credit reporting agencies and other sources) or for any update, renewal, extension of credit or other lawful purpose and consent to any such contact or inquiries. Upon your request, we will advise you if we obtained a credit report and will give you the credit bureau's name and address. Furthermore, I hereby give Capital Source Group and any of its affiliate permission to send me correspondence via text message on my mobile cell phone number as listed on this application.</p>			
Business Owner Signature: 		Co-Applicant Signature:	
Title: CEO		Title:	
Date: 3/25/2019		Date: 11/30/2022	

**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] Place  
Edgewater, NJ 07020

April 1, 2019  
Bill No. 044

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

**STATEMENT FOR SERVICES RENDERED**

For services provided for the period March 1 – March 31, 2019, 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 March 2019 per our agreement:</b>	<b>\$16,000.00</b>
<b>Fee waived for March 2019</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>



# INTERBIO BUSINESS INTERNATIONAL, S.L.

## IMPORT & EXPORT SERVICES

SPAIN:  
C/Albacete 8,11 C.P. 46007 Valencia, Valencia  
USA:  
18601 Royal Pointe Dr. Pflugerville, Texas 78660  
Phone / WhatsApp: +34620813914  
Skype: francisco.saez.moya21  
e-mail: franciscosaez@interbioeurope.com  
Tax Number / CIF: B40566176

### CORPORATE PURCHASE ORDER

REGISTERED  
COMPANY



ICPO N°: IBI/20190321-001

DATE: 21/03/2019

Dear Sirs:

"KÜHNET + HEITZ" HOLLAND

For the attention of: Winnett Cattle Company, Inc.

Address: 12725 West Indian School Road Suite E-101, Avondale, Arizona, 85392 USA

Phone: +16232079675

e-mail: sales@winnettcattlecompany.com

Via: Mr. Bert de Kort

Mr. Francisco Saez Moya, acting as General Manager of Interbio Bussinee International, S.L., confirmed with full legal and corporate responsibility and under penalty of perjury that we are ready, willing and financially able to buy the product below:

Purchase commitment, according to the specifications, quantities and conditions established in this Application, for which the best possible price was requested. Subject to the conclusion of definitive agreements and issuance of letters of credit as necessary.

OPERATION DETAILS			
Product / Commodity:	1º- Beef Shin - 2º- Beef Shank – 3º- Beef Eye Round - 4º- Beef Chuck Roll 5º- Beef Brisket Point End - 6º- Beef Brisket Navel End – 7º- Beef Plate - 8º- Beef 97vl Outside Flat 9º- Striploin 10º- Thick Fank.		
Product Origin:	Brazil.	Quality:	Export quality with authorized SIF
SHIPMENT QUANTITY AND BREAKDOWN			
Products Grade A Quality	Trial order	Monthly Order FCL	
- Beef Shin	50,00 MT	1.550,00 MT	
- Beef Shank	50,00 MT	1.550,00 MT	
- Beef Chuck Roll	50,00 MT	1.550,00 MT	
- Beef Brisket Point End	50,00 MT	1.550,00 MT	
- Beef Brisket Navel End	50,00 MT	1.550,00 MT	
- Beef Plate	50,00 MT	1.550,00 MT	
TOTAL:	TRIAL ORDER: 300,00 MT	MONTHLY ORDER: 9.300,00 MT	
Period of Contract:	One (1) Year.		
Buying Incoterm Terms:	CIF. Port of destination.		
Port of Origin load:	Brazilian, Approved by China Authorities as a Current Supplier. SIF Plants in accordance with the Chinese authorities and approved as a current supplier.		
Port of Destination Download:	CIF: Shenzen Yiaitian Port, in the People's Republic of China		
Shipping Terms:	In accordance with the delivery terms and international standards for the interpretation of the terms "Incoterms 2010"		
Transportation Insurance:	110% of the value of the cargo, in favor of the buyer, CIF Incoterms 2010.		
Inspection delivery port:	Quality, quantity and weight, inspected and certified by SGS, in shipping port.		

PACKING	
Packing:	20kg/box per plastic bag
Delivery in:	40' foot Refrigerated Containers.
SHIPMENT DETAILS	
First Shipment:	According to the shipping schedule
Next Shipment:	According to the shipping schedule
First Delivery:	Shipment in 35 - 45 days after receipt of payment formula.
Next Delivery:	Every 30 days between shipments.
Transportation:	Marine transport.

#### Method of payment:

SBLC / MT700, (Auto – Revolving, Irrevocable, Confirmed) subject to ICC UCP600 and ISP98 (last version) to Seller bank, SWIFT MT103.

This method of payment will be made for each batch of product to send, for the duration of the contract

The revision of ICC 2007, publication UCP-600 will apply to this contract, as well as INCOTERMS-2010 published by the International Chamber of Commerce.

Buyer's signature

Seller's signature



*[Handwritten signature]*





# INTERBIO BUSINESS INTERNATIONAL, S.L. IMPORT & EXPORT SERVICES

SPAIN:  
C/Albacete 8,11 C.P. 46007 Valencia, Valencia  
USA:  
18601 Royal Pointe Dr. Pflugerville, Texas 78660  
Phone / WhatsApp: +34620813914  
Skype: franciscosaez@interbioeurope.com  
e-mail: franciscosaez@interbioeurope.com  
Tax Number / CIF: B40566176

ICPO N°: IBI/20190321-001

## DOCUMENTS TO BE SENT TO THE CUSTOMER WITH THE ORDER

The "Seller" will provide the following documents to each batch of the "Product":

- Quality certificate issued by the production plant or Certifications of Reliable Institutions (Origin, Aptitude for Human or Animal Consumption).
- Commercial invoice. Three (3/3) copies.
- Certificate of origin. Three (3/3) copies.
- Bill of Lading. Three (3/3) copies.
- International Consignment Document
- Customs declaration of loading
- Certificate of Quality and Quantity Submitted by SGS. Three (3/3) copies.
- Phytosanitary certificate. Three (3/3) copies.
- SIF Certificate.
- Halal Certificate.
- The import license or any necessary authorization in the destination country is borne by the buyer; the supplier does not manage or pay permits or authorizations in the country of destination. The provider is responsible for obtaining all permits, certificates and authorizations in the country of origin, in order to comply with the agreements entered into in the contract of sale.

## PROOF OF PERFORMANCE

For confidential purposes, the supplier must provide the buyer with historical data of other shipments that demonstrate that the supplier is engaged in the export of the product, in this case the buyer must verify the information provided by the supplier, in order to verify that the information Provided by the provider is legal and true.

The period of documents that can be sent by the supplier can be invoices from previous shipments, Bill of Loading, invoices from senders, SGS reports, laboratory tests, performance bonuses, product test (POP), contracts, etc. or any document that may not be plagiarized or falsified.

The buyer undertakes to make the appropriate use of the information received, performing the verification procedures, in a discreet and serious manner.

The actual Product Test (POP) will be presented by the Seller's Bank to the Buyer's Bank at the time specified in the Procedures.

The Seller's Bank provides the final Product Test to the Buyer's Bank through shipping documents and certificates confirming that they will be delivered in accordance with international specifications and will be executed in accordance with the contract.

## PROOF OF PRODUCT (POP)

After receiving the confirmation from the seller's bank, which has been received correctly written and operative, the SBLC payment instrument, the Seller, through its bank, will send to the Buyer's bank the POP, of the existence and availability of the product, for the shipment of the first batch, within a period of 5 days.

## ADDITIONAL INFORMATION

The FCO must be fully completed, signed and stamped to be validated.

This offer is in accordance with the terms and conditions of the international Chamber of Commerce extended to all parties involved in this transaction including the fees of consultants protected by the issuance of an irrevocable agreement paid by the Seller.

The FCO is exclusively to the recipient and supersedes all previous documents

## DETAILS OF THE "BUYER"

Company Name:		INTERBIO BUSINESS INTERNATIONAL, S.L.	
VAT Code (CIF / NIF / Tax Number- ROI):		B40566176	
Address:		Albacete street, 8,11,Valencia, Spain.	
Postal Code:		46007	
Telf./ Cell:		Telf: +	Cell: + +34 620 81 39 14
e-mail 1 company:		franciscosaez@interbioeurope.com	
Name Legal representative:		Mr. Francisco Saez Moya	
Position / Title Legal Representative:		CEO	

Buyer's signature



Seller's signature

*Francisco Saez Moya*







# INTERBIO BUSINESS INTERNATIONAL, S.L.

## IMPORT & EXPORT SERVICES

SPAIN:  
C/Albacete 8,11 C.P. 46007 Valencia, Valencia  
USA:  
18601 Royal Pointe Dr, Pflugerville, Texas 78660  
Phone / WhatsApp: +34620813914  
Skype: francisco.saez.moya21  
e-mail: [franciscosaez@interbioeurope.com](mailto:franciscosaez@interbioeurope.com)  
Tax Number / CIF: B40566176

ICPO N°: IBI/20190321-001

DETAILS OF THE "BUYER" BANK	
Owner:	INTERBIO BUSINESS INTERNATIONAL, S.L.
Bank Issuer:	Banco: Caixa Popular
Account/IBAN :	ES46 3159 0066 9026 2600 5926
Swift / BIC Code:	BCOESM159
Address:	Branch N° 66, c/. Guillen de Castro , 75, Valencia, Spain.
Postal Code:	46008
Telf:	+ 34 96 3915497
Name Office Manager:	Mr. Pedro Server
e-mail Bank:	<a href="mailto:pserver@caixapopular.es">pserver@caixapopular.es</a>
Web site company:	<a href="http://www.caixapopular.es">www.caixapopular.es</a>

PROCEDURES
<p>1- Buyer sends ICPO 2 - Seller sends FCO to the Buyer. 3- Buyer signs, stamps and returns FCO. 4- Buyer issues ICPO with full banking details and soft probe authorization. 5- Seller sends Sales &amp; Purchase Agreement (SPA) 6- Buyer signs, stamps and returns SPA 7- Seller Issues the Invoice. 8- After 3 days, Buyer's Bank issues SBLC / MT760 (Auto – Revolving, Irrevocable, Confirmed, And Transferable), Subject ICC UCP600 last version, ISP98 last version, and SWIFT MT 103. 9- Seller's Bank verifies and confirms the correct SBLC / MT760. 10- Seller responds by issuing the 2% PB and shipment commences as per contract schedule 11- After 7 days, Seller's Bank delivers POP issued by SGS, the following documents: Statement of Availability of the Product. Copy of the Refinery Commitment to Produce the Product. Company registration certificate. Company tax certificate. Affidavit. Copy of the Charter Party Agreement to Transport the Product to Discharge Port. Copy of the Shipping Schedule Document Product Analysis Report Certificate of Origin Certificate of Product 12- Buyer will have access to storage facilities and port of freight terminal Any other term will be agreed in the final contract between both (Seller and Buyer) parties.</p> <p><b>Subsequent shipments will follow the same procedure in times and routine.</b></p>

### SHIPPING SCHEDULE (CIF DESTINATION IN ACCORDANCE WITH INCOTERMS 2010)

**NOTE:** The calendar will be open after receiving the confirmed and authorized payment instrument, in the bank of the seller, from that moment; will begin to count the delivery period that will be from 35 to 45 days after the confirmation of the banking instrument. , in the seller's bank. The buyer must keep this point in mind, and understand that the schedule indicated below may vary depending on the time it takes your bank to send the bank instrument to the seller's bank.

### ORDER N° 1: Beef Shin

Port of Destination: CIF: Shenzen Yiaitian Port, in the People's Republic of China.

N°	Month	Product	Shipment Size MT	Product Image
1 Shipment	Jan 2019	Beef Shin	125,00 MT	 Beef Shin
2 Shipment	Feb 2019	Beef Shin	125,00 MT	
3 Shipment	Mar 2019	Beef Shin	125,00 MT	
4 Shipment	Apr 2019	Beef Shin	125,00 MT	
5 Shipment	May 2019	Beef Shin	125,00 MT	
6 Shipment	Jun 2019	Beef Shin	125,00 MT	
7 Shipment	Jul 2019	Beef Shin	125,00 MT	
8 Shipment	Ago 2019	Beef Shin	125,00 MT	
9 Shipment	Sep 2019	Beef Shin	125,00 MT	
10 Shipment	Oct 2019	Beef Shin	125,00 MT	
11 Shipment	Nov 2019	Beef Shin	125,00 MT	
12 Shipment	Dec 2019	Beef Shin	125,00 MT	
Total 1.500,00 MT				

Buyer's signature



Seller's signature

*[Handwritten Signature]*  
11/30/2022







# INTERBIO BUSINESS INTERNATIONAL, S.L.


## IMPORT&EXPORT SERVICES

SPAIN:  
C/Albacete 8,11 C.P. 46007 Valencia, Valencia  
USA:  
18601 Royal Pointe Dr. Pflugerville, Texas 78660  
Phone / WhatsApp: +34620813914  
Skype: francisco.saez.moya21  
e-mail: franciscosaez@interbioeurope.com  
Tax Number / CIF: B40566176

ICPO N°: IBI/20190321-001


### ORDER N° 2: Beef Shank

Port of Destination: CIF: Shenzen Yiaitian Port, in the People's Republic of China.

N°	Month	Product	Shipment Size MT	Product Image
1 Shipment	Jan 2019	Beef Shank	125,00 MT	 Beef Shank
2 Shipment	Feb 2019	Beef Shank	125,00 MT	
3 Shipment	Mar 2019	Beef Shank	125,00 MT	
4 Shipment	Apr 2019	Beef Shank	125,00 MT	
5 Shipment	May 2019	Beef Shank	125,00 MT	
6 Shipment	Jun 2019	Beef Shank	125,00 MT	
7 Shipment	Jul 2019	Beef Shank	125,00 MT	
8 Shipment	Ago 2019	Beef Shank	125,00 MT	
9 Shipment	Sep 2019	Beef Shank	125,00 MT	
10 Shipment	Oct 2019	Beef Shank	125,00 MT	
11 Shipment	Nov 2019	Beef Shank	125,00 MT	
12 Shipment	Dec 2019	Beef Shank	125,00 MT	
Total 1.500,00 MT				


### ORDER N° 4: Beef Chuck Roll

Port of Destination: CIF: Shenzen Yiaitian Port, in the People's Republic of China.

N°	Month	Product	Shipment Size MT	Product Image
1 Shipment	Jan 2019	Beef Chuck Roll	125,00 MT	 Beef Chuck Roll
2 Shipment	Feb 2019	Beef Chuck Roll	125,00 MT	
3 Shipment	Mar 2019	Beef Chuck Roll	125,00 MT	
4 Shipment	Apr 2019	Beef Chuck Roll	125,00 MT	
5 Shipment	May 2019	Beef Chuck Roll	125,00 MT	
6 Shipment	Jun 2019	Beef Chuck Roll	125,00 MT	
7 Shipment	Jul 2019	Beef Chuck Roll	125,00 MT	
8 Shipment	Ago 2019	Beef Chuck Roll	125,00 MT	
9 Shipment	Sep 2019	Beef Chuck Roll	125,00 MT	
10 Shipment	Oct 2019	Beef Chuck Roll	125,00 MT	
11 Shipment	Nov 2019	Beef Chuck Roll	125,00 MT	
12 Shipment	Dec 2019	Beef Chuck Roll	125,00 MT	
Total 1.500,00 MT				


### ORDER N° 5: Beef Brisket Point End

Port of Destination: CIF: Shenzen Yiaitian Port, in the People's Republic of China.

N°	Month	Product	Shipment Size MT	Product Image
1 Shipment	Jan 2019	Beef Brisket Point End	125,00 MT	 Beef Brisket Point End
2 Shipment	Feb 2019	Beef Brisket Point End	125,00 MT	
3 Shipment	Mar 2019	Beef Brisket Point End	125,00 MT	
4 Shipment	Apr 2019	Beef Brisket Point End	125,00 MT	
5 Shipment	May 2019	Beef Brisket Point End	125,00 MT	
6 Shipment	Jun 2019	Beef Brisket Point End	125,00 MT	
7 Shipment	Jul 2019	Beef Brisket Point End	125,00 MT	
8 Shipment	Ago 2019	Beef Brisket Point End	125,00 MT	
9 Shipment	Sep 2019	Beef Brisket Point End	125,00 MT	
10 Shipment	Oct 2019	Beef Brisket Point End	125,00 MT	
11 Shipment	Nov 2019	Beef Brisket Point End	125,00 MT	
12 Shipment	Dec 2019	Beef Brisket Point End	125,00 MT	
Total 1.500,00 MT				

### ORDER N° 6: Beef Brisket Navel End

Port of Destination: CIF: Shenzen Yiaitian Port, in the People's Republic of China.

N°	Month	Product	Shipment Size MT	Product Image
1 Shipment	Jan 2019	Beef Brisket Navel End	125,00 MT	 Beef Brisket Navel End
2 Shipment	Feb 2019	Beef Brisket Navel End	125,00 MT	
3 Shipment	Mar 2019	Beef Brisket Navel End	125,00 MT	
4 Shipment	Apr 2019	Beef Brisket Navel End	125,00 MT	
5 Shipment	May 2019	Beef Brisket Navel End	125,00 MT	
6 Shipment	Jun 2019	Beef Brisket Navel End	125,00 MT	
7 Shipment	Jul 2019	Beef Brisket Navel End	125,00 MT	
8 Shipment	Ago 2019	Beef Brisket Navel End	125,00 MT	
9 Shipment	Sep 2019	Beef Brisket Navel End	125,00 MT	
10 Shipment	Oct 2019	Beef Brisket Navel End	125,00 MT	
11 Shipment	Nov 2019	Beef Brisket Navel End	125,00 MT	
12 Shipment	Dec 2019	Beef Brisket Navel End	125,00 MT	
Total 1.500,00 MT				

Buyer's signature

Seller's signature



*Dennis J. Brewer*  
11/30/2022






# INTERBIO BUSINESS INTERNATIONAL, S.L. IMPORT&EXPORT SERVICES

SPAIN:  
C/Albacete 8,11 C.P. 46007 Valencia, Valencia  
USA:  
18601 Royal Pointe Dr. Pflugerville, Texas 78660  
Phone / WhatsApp: +34620813914  
Skype: francisco.saez.moya21  
e-mail: [franciscosaez@interbioeurope.com](mailto:franciscosaez@interbioeurope.com)  
Tax Number / CIF: B40566176

ICPO N°: IBI/20190321-001

## ORDER N° 7: Beef Plate

Port of Destination: CIF: Shenzen Yiaitian Port, in the People's Republic of China.

N°	Month	Product	Shipment Size MT	Product Image
1 Shipment	Jan 2019	Beef Plate	125,00 MT	 Beef Plate
2 Shipment	Feb 2019	Beef Plate	125,00 MT	
3 Shipment	Mar 2019	Beef Plate	125,00 MT	
4 Shipment	Apr 2019	Beef Plate	125,00 MT	
5 Shipment	May 2019	Beef Plate	125,00 MT	
6 Shipment	Jun 2019	Beef Plate	125,00 MT	
7 Shipment	Jul 2019	Beef Plate	125,00 MT	
8 Shipment	Ago 2019	Beef Plate	125,00 MT	
9 Shipment	Sep 2019	Beef Plate	125,00 MT	
10 Shipment	Oct 2019	Beef Plate	125,00 MT	
11 Shipment	Nov 2019	Beef Plate	125,00 MT	
12 Shipment	Dec 2019	Beef Plate	125,00 MT	
Total 1.500,00 MT				

"Accepted and agreed without change" (Electronic signature is valid and accepted as hand signature)

### EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract.

As applicable, this agreement shall be: Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global & National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001).

ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).

EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instrument.



## THE UYER

Interbio Business International, S.L.

Mr. Francisco Saez Moya – CEO

Date: 21/03/2019



Buyer's signature

Seller's signature

*Francisco Saez Moya*  
11/30/2022



Naturally Pure, Transparently Better

# WINNETT CATTLE COMPANY



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ORGANIC GRAIN FED BEEF

MAY 1, 2019





# ORGANIC GRAIN FED BEEF



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## WINNETT CATTLE COMPANY

Winnett Cattle Company, with its roots in the 1860s, is working to become a major wholesale supplier of quality grass-fed and grain-fed natural and organic beef from the U.S., specializing in exporting these quality products around the world. Recently, we have been growing rapidly - with locations in Arizona, Texas, Nevada, and, soon, in California, China, and Europe.

### Natural Beef

- No hormones
- No beta agonists
- No animal byproducts

**Finishing Ingredients can be heritage grains (non- GMO)**

### International Distribution

- North America
- China
- Europe

### Organic Beef

- Grass fed
- Grain fed
- Holstein and Holstein crosses
- Angus (2021)

Finishing Ingredients are organic grains (non-GMO)

Halal Certified upon request



# ORGANIC GRAIN FED BEEF



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## CERTIFIED ORGANIC FACILITIES



### **Ranches:**

Wells, NV (6/2019)  
Utah (2021)

### **Packing Plants:**

Pico Rivera, CA  
Irwindale, CA (2020)

### **Corporate Office:**

Avondale, AZ





# ORGANIC GRAIN FED BEEF



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## GRAIN FED

### Growing Up On the Range

Organic grain fed cattle spend their entire life grazing the range.

### Fed Grain For Four Months

Once they reach maturity, grain fed cattle are moved to special pastures where they still have ample room to eat, drink, and ruminate.



### Handled With Care

All cattle are treated with care and subjected to as little stress as possible to keep our animals and their handlers safe.



# ORGANIC GRAIN FED BEEF



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## GRASS FED

### Grazing The Range

Our grass-fed cattle live their entire lives on some of the finest grasslands the West has to offer.

### Finished On The Finest Grass

We selectively place some of our cattle on alfalfa/sainfoin pastures to give them a little extra nutrition boost in the finishing stage. These cattle are selected for our Winnett Cattle Company case ready branded beef available in select outlets in the North America, Europe and China.



### Handled With Care

We always handle our cattle with care. Not just because it makes commercial sense, which it does. It also helps both our cattle and our cowboys be safe.

### Living Free In A Low Stress Environment

Except for brief periods needed to handle and to ship our grass fed cattle to other locations and to market, these cattle are not confined at any time in their lives.



# ORGANIC GRAIN FED BEEF



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## CATTLE CARE TEAM

Winnett Cattle Company's Cattle Care team works with every steer and heifer we place on the ranch throughout the finishing process. Cattle are free to eat as they choose from grain and pasture, always humanely treated, never exposed to cattle prods or cruel handling methods. Every cowboy is Beef Quality Assurance trained to treat our cattle well throughout their stay on our ranches. Low stress handling makes for tender, well marbled grass fed, grain finished beef.







# ORGANIC GRAIN FED BEEF



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## BUTCHERING TEAM

Winnett Cattle Company's Butchering Team takes pride in every cut of organic beef they prepare for you. We package our cuts in roll stock to provide you with maximum beef quality. And, if you choose, roll stock is ideal packaging for your freezer. For best results, use frozen cuts within one year. Roll stock packaging greatly reduces the beef's exposure to oxygen, which results in the purplish color of our packages. Once exposed to air, the cuts will turn the bright red color you are used to seeing in packaged beef.





# ORGANIC GRAIN FED BEEF



Naturally Pure, Transparently Better

## CARTON SERIAL NUMBER

***112233445566***

This carcass was processed at Manning Beef Company in Pico Rivera, California on Month Day Year. The Head Butcher handling this carcass was Don Junior. The carcass and all processing procedures were inspected for quality and organic compliance by the USDA Food Safety Inspection Service. The carton was shipped to the Costco Beef Processing Center in Tracy, California for immediate crossdocking to your local Costco store. Cartons are stored at 32 to 34 degrees to maximize freshness throughout this logistics process.



# ORGANIC GRAIN FED BEEF



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## EID TAG

**12345678910111213141516**

An Electronic Identification Tag was placed on this animal when they were about three days old at Winnett Cattle Company Ranch located near Wells, Nevada.

Weaned at about six months old, the animal remained with the other young cattle it was raised with for the remainder of its time on the ranch.

At seventeen months old, this animal was placed in our Organic Grain Finishing program for no more than 120 days. While on pasture, this animal was fed with the rest of their herd. They were moved from pasture to pasture every few days to insure fresh grass was always available, together with all the grain they chose to eat. Water was continuously available as well. No feed additives were used and no antibiotics were administered to this animal.



# ORGANIC GRAIN FED BEEF



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## USDA CHOICE

- Grass Fed, Grain Finished
- Never Confined, Free Range Beef
- No Antibiotics Ever
- Never Fed Animal Byproducts



# ORGANIC GRAIN FED BEEF



Naturally Pure, Transparently Better

## Blade Tenderizing vs. Dry Aging

Winnett Cattle Company offers Dry Aging in place of Blade Tenderizing.

Why? Organic must be minimally processed.

Solution:

- Full carcass 10-day dry aging is comparable to Blade Tenderizing.
- Dry aging accounts for 3 - 4% of shrink.

Dry Aging	Meat is unpackaged and directly exposed to cooler conditions with designated temperature (33 - 36°F), humidity (85 – 90%) and air-flow (positive) controls.
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Time	Description
0 – 5 days	Green
5 – 7 days	Moderately aged
7 – 15 days	Aged
>15 days	Extremely aged





# ORGANIC GRAIN FED BEEF



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## ALL BEEF CUTS

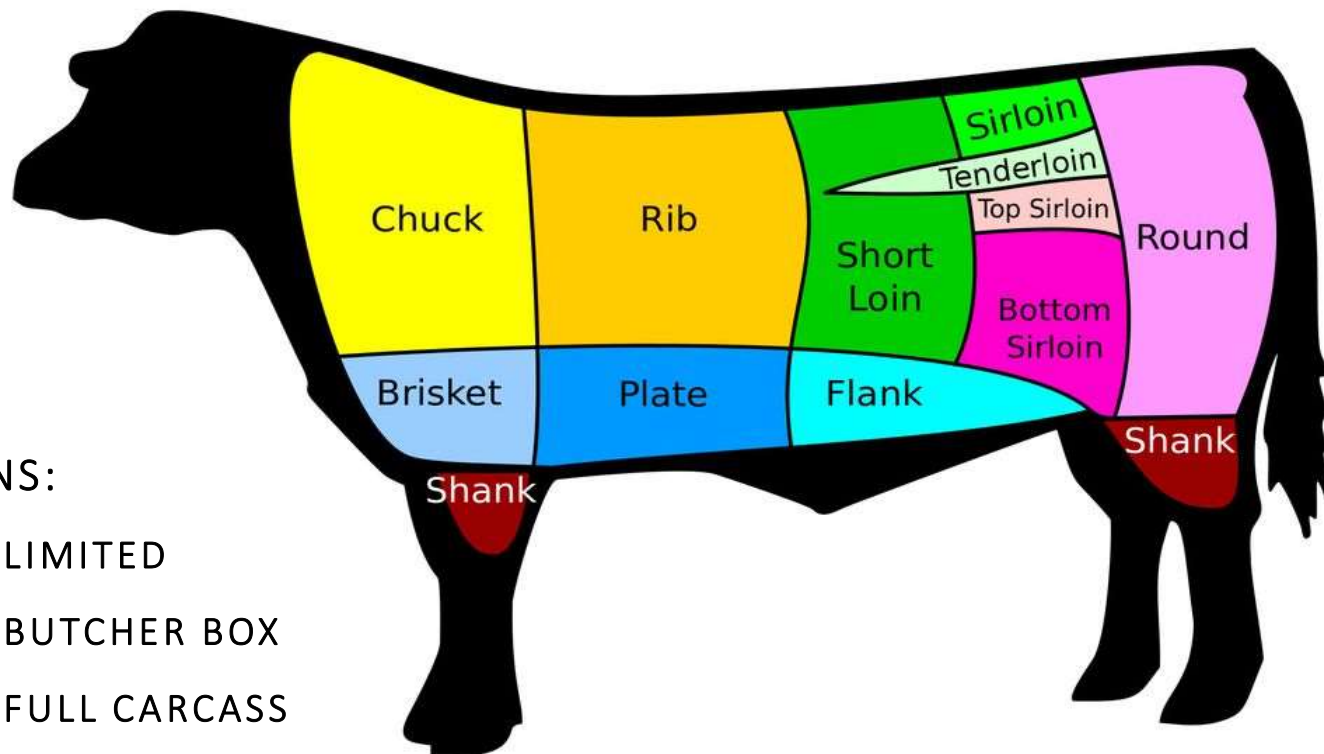
Whole Carcass - Choice 109E 1 Rib, ribeye, lip-on, bn-in 112A 3 Rib, ribeye, bnls, light 112A 3 Rib, ribeye, bnls, heavy 113C 1 Chuck, semi-bnls, neck/off 114 1 Chuck, shoulder clod 114A 3 Chuck, shoulder clod, trmd 114D 3 Chuck, clod, top blade 114E 3 Chuck, clod, arm roast 114F 5 Chuck, clod tender (IM) 116A 3 Chuck, roll, 1x1, neck/off 116B 1 Chuck, chuck tender (IM) 3 Chuck roll, retail ready 116G 4 Chuck, flap (IM) 120 1 Brisket, deckle-off, bnls 120A 3 Brisket, point/off, bnls 123A 3 Short Plate, short rib 130 4 Chuck, short rib 160 1 Round, bone-in 161 1 Round, boneless 167A 4 Round, knuckle, peeled 168 1 Round, top inside round 168 3 Round, top inside round 169 5 Round, top inside, denuded 169A 5 Round, top inside, cap off 3 Round, top inside, side off 170 1 Round, bottom gooseneck 171B 3 Round, outside round 171C 3 Round, eye of round (IM) 174 3 Loin, short loin, 0x1 175 3 Loin, strip loin, 1x1 1 Loin, strip loin bnls. 1x1 180 3 Loin, strip, bnls, 0x1 184 1 Loin, top butt, bnls, heavy 184 3 Loin, top butt, boneless 184B 3 Loin, top butt, CC (IM) 185A 4 Loin, bottom sirloin, flap 185B 1 Loin, ball-tip, bnls, heavy 185C 1 Loin, sirloin, tri-tip (IM) 185D 4 Loin, tri-tip, pld (IM) 189A 4 Loin, tndrloin, trmd, heavy 191A 4 Loin, butt tender, trimmed 193 4 Flank, flank steak (IM) Primal - Flank or Shank, ungraded



# ORGANIC GRAIN FED BEEF



Naturally Pure, Transparently Better



## OPTIONS:

- LIMITED
- BUTCHER BOX
- FULL CARCASS



# ORGANIC GRAIN FED BEEF



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Three basic options for handling each carcass to attain full value:

1. Limited discrete selection, using the balance of the carcass as stew meat and trimmings
2. Combine cuts in a Butcher Box to gain full utilization
3. Provide full carcasses to Costco for your choice of utilization

We recommend Option 2, Butcher Boxes. This option provides prices to consumers which, at \$10 to \$18 per pound, are very competitive with grass-fed organic beef. Option 1 will result in very high prices to consumers as the limited selection uses only about one-third of the carcass. So, retail prices for cuts will be in the \$25 to \$50 per pound range. Option 3 provides full carcass value but does not facilitate the introduction of the Winnett Cattle Company brand and full traceability for the consumer. We believe maximum value to the consumer is attained under Option 2, Butcher Boxes.



# ORGANIC GRAIN FED BEEF



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## Winnett Cattle Company Grainfed Organic Beef

Limited Discrete Selection		Wholesale
Choice Grade		Delivered to DC
Tenders	per pound	\$42.08
Rib Eye	per pound	\$26.63
Strips	per pound	\$30.82
Tri-tip peeled	per pound	\$22.41
Flank	per pound	\$22.50
Flap	per pound	\$24.00
Chuck roast	per pound	\$12.05
Sold cuts		29%
Total cuts		100%
Unsold cuts		71%
Stew (incl unsold cuts)	per pound	\$8.35
Trimmings	per pound	\$5.65



# ORGANIC GRAIN FED BEEF



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## USDA CHOICE 20 LB. BUTCHER BOX EXAMPLE

Rib/Loin:

Tenderloins	3 pounds 0 oz.
Ribeye Steak	3 pounds 0 oz.

Chuck/Brisket:

Flat Iron Steak	3 pounds 8 oz.
Under Blade Pot Roast	3 pounds 8 oz.

Round/Plate:

Bottom Round Steak	4 pounds 0 oz.
Short Ribs	3 pounds 0 oz.





# ORGANIC GRAIN FED BEEF



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<b>Winnett Cattle Company Grainfed Organic Beef</b>			
<b>Butcher Box</b>		<b>Wholesale</b>	
<b>Choice Grade</b>		<b>Delivered to DC</b>	
50/50 Box - 20 pounds	per 20 lb. Box	\$ 182.40	
50% Cuts, 50% Ground Beef 85/15	per Pound	\$ 9.12	
All Cuts Box - 20 pounds	per 20 lb. Box	\$ 297.60	
100% Cuts	per Pound	\$ 14.88	
All Cuts Box - 10 pounds	per 10 lb. Box	\$ 157.73	
100% Cuts	per Pound	\$ 15.77	
Wholesale pricing assumes no delivery or slotting fees. LTL fees may apply.			
Trimming		\$ 3.35	



# ORGANIC GRAIN FED BEEF



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## AVAILABILITY

	Pounds per Week***	Costco Annual Pounds
2020	220,000	11,440,000
2021	450,000	21,060,000
2022	700,000	29,120,000
2023	1,000,000	36,400,000
2024	1,350,000	42,120,000
2025	1,750,000	45,500,000
2026	2,250,000	52,650,000
2027	3,000,000	62,400,000
2028	4,000,000	72,800,000
2029	5,250,000	81,900,000
***	59% Cuts and 41% Trimmings	



# ORGANIC GRAIN FED BEEF



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## **NEXT STEPS**

**Costco Wholesale approvals**

**Selection/packaging decision**

**Contract incorporating Costco Wholesale terms and conditions, mutual  
yearly volume commitments**

**Vendor onboarding**

**Implementation**

## **THANK YOU!**

**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] Place  
Edgewater, NJ 07020

May 1, 2019  
Bill No. 045

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

**STATEMENT FOR SERVICES RENDERED**

For services provided for the period April 1 – April 30, 2019, 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 April 2019 per our agreement:</b>	<b>\$16,000.00</b>
<b>Fee waived for April 2019</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>

## Business Loan Application



**Axos Bank**  
9205 West Russell Road, Suite 400  
Las Vegas, NV 89148

COMPANY INFORMATION					
Legal Name of Entity:				Business Inception Date:	
Business DBA:					
Federal Tax ID (EIN):			State Where Business Was Formed:		
Legal Structure: <input checked="" type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Partnership <input type="radio"/> Sole Proprietorship					
Full Time Employees: ___ Part Time Employees: ___ Employees After Proposed Funding: ___				Home Based Business: <input type="radio"/> Yes <input type="radio"/> No	
Business Physical Address:					
City:	State:	ZIP Code:	Estimated Monthly Revenue:		
Phone:	Ext:	Website:			
Ownership of Business Location: <input type="radio"/> Rented <input type="radio"/> Owned by Business				If Owned, Property Value:	
Landlord Name:		Landlord Phone:		Monthly Rent/Mortgage Amount:	
BUSINESS OWNER					
Name:				Date of Birth: [REDACTED]	
Home Address: [REDACTED]					
City:	State:	ZIP Code:	<input type="radio"/> Own <input type="radio"/> Rent	Monthly \$	
Home Phone:		Mobile Phone: [REDACTED]			
E-mail:		Social Security #: [REDACTED]			
Driver's License #:		Driver's License State:		Ownership%	
CO-APPLICANT					
Name:				Date of Birth:	
Home Address:					
City:	State:	ZIP Code:	<input checked="" type="radio"/> Own <input type="radio"/> Rent	Monthly \$	
Home Phone:		Mobile Phone:			
E-mail:		Social Security #:			
Driver's License #:		Driver's License State:		Ownership%	
LOAN REQUEST					
Requested Funding Amount:			Use of Funds:		
CERTIFICATION AND AGREEMENT					
<p><b>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT</b> – To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.</p> <p>Depending upon various factors, loans will be made by either World Business Lenders ("WBL") or Axos Bank™, Member FDIC. By signing and submitting this Business Loan Application ("Application"), the undersigned certifies that (i) I am authorized to apply for business financing on behalf of the entity identified above in the Company Information section, (ii) the information provided within this Application is true and accurate, and (iii) I will promptly notify WBL of any material changes to such information. This Application must be accompanied by additional supporting documents and information as directed by the lender in order to be considered for approval. The undersigned authorizes WBL to submit this Application and any other supporting documents and information to Axos Bank, Member FDIC to the extent that Axos Bank, Member FDIC will be the lender. By submitting this Application, the undersigned authorizes Axos Bank, Member FDIC or WBL, as the case may be, and its respective agents, assignees and/or third-party providers to make all inquiries deemed necessary to verify the accuracy of the information provided in this Application (including requesting business and personal credit bureau reports from credit reporting agencies and other sources). WBL may order a valuation to determine the value of property proposed as collateral and charge the undersigned for this valuation, and, if the valuation relates to a first lien on a dwelling, WBL will promptly give the undersigned a copy of any such valuation, even if a loan does not close. The undersigned further acknowledges it can pay for an additional valuation for its own use at its cost. The undersigned agrees and understands that WBL and/or Axos Bank, Member FDIC will retain this Application and all supporting documents and information whether or not a loan closes.</p>					
Business Owner Signature: 			Co-Applicant Signature:		
Title:			Title:		
Date:			Date:		





930 Sylvan Avenue | Suite 110  
Englewood Cliffs, New Jersey 07632  
Tel: 201.342.8500 | Fax: 201.603.6558  
Email: JaredLevitt@kennedyfunding.com  
www.kennedyfundingfinancial.com

Financing Request: \_\_\_\_\_

Borrower: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Principal(s):

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

Address: [REDACTED] \_\_\_\_\_

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

Email: \_\_\_\_\_

Broker(s):

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

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

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

Email: \_\_\_\_\_



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Address of Collateral: \_\_\_\_\_

Description: \_\_\_\_\_

If the Collateral is already owned:

When Purchased: \_\_\_\_\_

Purchase Price: \_\_\_\_\_

Arms Length? (Y/N): \_\_\_\_\_

Terms: \_\_\_\_\_

What Has Changed (improvements, approvals, zoning): \_\_\_\_\_

Existing Debt: \_\_\_\_\_

Owed To: \_\_\_\_\_

When Due: \_\_\_\_\_

In Default (Y/N): \_\_\_\_\_

If the Collateral is being Purchased:

Purchase Price: \_\_\_\_\_

Terms: \_\_\_\_\_

Arms Length? (Y/N): \_\_\_\_\_

When Contract Entered Into: \_\_\_\_\_

Any Change Since Contract Signed (approvals, zoning): \_\_\_\_\_



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Borrower Cash: \_\_\_\_\_

Other Financing: \_\_\_\_\_

Approvals: \_\_\_\_\_

Any appraisals in the last 2 years? If so, by whom?

12-Month Value: \_\_\_\_\_

12-Month Completed Value (if applicable): \_\_\_\_\_

Development/Improvement Plan:

Repayment Plan:

Ability to Service Debt:

Use of Proceeds:



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**If Income Producing:**

**Actual**

**Proforma**

Occupancy Rate:

\_\_\_\_\_

\_\_\_\_\_

Number of Tenants:

\_\_\_\_\_

\_\_\_\_\_

Gross Income:

\_\_\_\_\_

\_\_\_\_\_

Expenses:

\_\_\_\_\_

\_\_\_\_\_

NOI:

\_\_\_\_\_

\_\_\_\_\_

Square Footage:

\_\_\_\_\_

\_\_\_\_\_

Average Rent/Square Feet:

\_\_\_\_\_

\_\_\_\_\_

Percentage of Tenants Expiring within 2 Years:

\_\_\_\_\_

\_\_\_\_\_

Releasing Plan:

\_\_\_\_\_

\_\_\_\_\_

**If Loan Proceeds Are Being Used For Improvements:**

Planned Improvements:

Cost to Complete:

Time to Complete:



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June 12, 2019

VIA EMAIL:

Mr. Dennis Brewer  
CEO  
Winnett Cattle Company, Inc.  
712725 W Indian School Rd  
Avondale, AZ 85392

Re: Equipment Lease for Winnett Cattle Company, Inc. ("WCC" or the "Lessee")

Dear Mr. Brewer:

Thank you for your interest in the financial solutions Reich Bros Business Solutions, LLC can provide. After reviewing the current equipment information provided by you, it is my belief that we can achieve financing of up to **\$3,500,000** for this transaction. Upon completion of an appraisal, we would be willing to provide a commitment letter for a Sale Leaseback for the equipment based on the attached summary terms. Subsequent equipment schedules can be appraised and added to the Master Lease as needed.

In order to issue a commitment letter, we require delivery of both the due diligence fee and a completed application, a copy of which is attached. All checks should be made payable to Reich Bros Business Solutions, LLC. Our wire instructions are also attached should you prefer to pay the fee electronically.

This proposal is merely an indication of interest on the part of Reich Bros Commercial Finance, LLC and is not binding on either party as a commitment to close a finance transaction. Please contact me if you have any questions or needs. This proposal will expire on June 21, 2019 without any further notice. We look forward to working with you on this matter.

Thank you,

REICH BROS BUSINESS SOLUTIONS, LLC

Kyle C. Sligar

Accepted:

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

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

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

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

15 Reservoir Road, White Plains, NY 10603 Tel: 914.614.1800

www.ReichBros.com





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**EQUIPMENT LEASE**  
**PROPOSAL**

June 12, 2019

<b>Lessor(s):</b>	Reich Bros Business Solutions, LLC and/or others determined by the Agent.
<b>Agent:</b>	Reich Bros Business Solutions, LLC
<b>Lessee:</b>	Winnett Cattle Company, Inc., subsidiaries, and/or other entities acceptable to the Agent ("WCC" or "Lessee").
<b>Lease Amount:</b>	The lesser of: (i) \$3,500,000 and (ii) 75.0% of the forced liquidation value ("FLV") of the Collateral subject to appraisal by an independent appraiser selected and paid for by the Agent from the Due Diligence Fee.
<b>Collateral:</b>	All major Equipment Assets as submitted for our review including owned equipment and equipment intended for purchase.
<b>Closing Date:</b>	As soon as practical.
<b>Maturity Date:</b>	48 months from Closing Date.
<b>Lease Factor:</b>	48 monthly payments of 2.70763% of the Lease Amount. No interim rent payments or security deposits shall be required.
<b>End of Term Options:</b>	Fair market value buyout option not to exceed 5.0% of the Lease Amount at the end of lease. Provided that the Lessee remains in compliance with the payment schedule and all terms and condition of the lease, early buyout options ("EBOs") shall be made available at month 13 at 84.8% of the Lease Amount, month 25 at 61.7%, and month 37 at 35.2% of the Lease Amount.
<b>Origination Fee:</b>	2.5% payable at closing (deducted from closing proceeds). Lessee will pay legal costs.
<b>Due Diligence Fee:</b>	\$7,000.00. Lessor will pay for the third-party appraisal and refund 50% of the due diligence fee (less any expenses, including appraisal expenses) should a Commitment Letter not be issued.



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An additional deposit for legal expenses shall be required with a Commitment Letter.

**Annual Fees:**

Annual equipment re-inspection fee of \$3,000 plus expenses beginning year payable on each anniversary of the Closing Date.

**Other Requirements:**

There are no financial covenants. Events of default and conditions precedent standard and customary for financings of this type. Verification of equipment ownership, UCC searches and filings, background checks, personal guaranties, corporate guaranties, landlord and/or mortgagee waivers, and insurance acceptable to Lessor.

**These terms and conditions are provided for proposal purposes only and do not represent a commitment to provide financing. Such commitment can only be made by a written commitment by an authorized officer of Lessor.**

**RAYMOND F. SULLIVAN, LLC**  
**10440 Little Patuxent Parkway**  
**Suite 900**  
**Columbia, Maryland 21044**  
**410-884-4036**  
**rsullivan@sullivantradelaw.com**

Geoffrey O. Evers  
Evers Law Group, A.P.C.  
641 Fulton Avenue, Suite 200  
Sacramento, CA 95825

June 21, 2019

On behalf of my client, Winnett Cattle Company, Inc., I am responding to your later of June 12, 2019, on behalf of your client, Dean Smith, directed to Mr. Dennis Brewer, CEO of Winnett Cattle Company, Inc. Thank you for your invitation to encourage a dialogue to avoid litigation of this matter. This letter is written in that spirit.

I want to state at the outset, that I represent Winnett Cattle Company, Inc.; as well as its parent company, Winnett Perico, Inc. I do not represent Mr. Dennis S. Brewer, personally. Additionally, I do not have a copy of the agreement dated July 26, 2018 agreement to which your letter refers. However, because I, as well as your client, Dean Smith, have both been included in correspondence from the CEO, I am not totally unaware of Mr. Smith's investment and desire to see the success of the Winnett Perico and Winnett Cattle Company endeavors. A hope in which I share as well.

We are expecting a Letter of Intent from an SBA Lender early next week, with a likely seven day response time. Given the letter of June 12, 2019, Mr. Brewer would not be able to sign loan documents stating that he is unaware of pending or threatened litigation. Additionally, given Mr. Brewer's outstanding credit card liability of approximately \$12,500.00, he would not be acceptable as a guarantor of the loan. If these matters can be "cured", we fully expect a successful outcome from this underwriting process.

In light of this, Mr. Brewer has asked me to convey a proposal that can hopefully satisfy Mr. Smith and move the WCC endeavor off the ground. The proposal is as follows:

1. ☐ Mr. Smith would become a non-officer contract employee, Director, Business Development, at \$100,000.00 per annum, W-2 based contract, beginning September 1, or as soon thereafter as feasible based upon receipt of SBA loan funds.
2. ☐ Stock call option – Option for Company to repurchase shares at \$2.00 per share.
3. ☐ Conversion of approximately \$75,000.00 in debt to equity at \$1.00 per share, this would include SBA underwriting, appraisal and any other related fees, currently estimated at \$10,000.00.

4. ☐ A personal loan from Mr. Smith to Mr. Brewer in the amount of \$12,500.00, to be repaid, plus interest of \$250.00 within 30 days of receipt of SBA funds. If no SBA funds are received, Mr. Brewer will repay at the rate of \$500.00 per month, plus 6% interest.

These proposed arrangements are all subject to the receipt of the SBA loan Letter of Intent expected next week. If accepted, all prior proposals and agreements would be null and void; and, this agreement would govern the future relationship with Mr. Smith.

Please convey this to your client as soon as possible in light of the expected LOI from the SBA lender; and, to work out the necessary details.

Sincerely,

Raymond F. Sullivan



June 25, 2019

Raymond F. Sullivan, LLC  
10440 Little Patuxent Parkway  
Suite 900  
Columbia, Maryland 21044

Dear Mr. Sullivan:

I write this response to your recent letter following discussions with my client, Dean Smith, and the previously made demands. In short, my client's response to your letter and your clients' offerings is as follows:

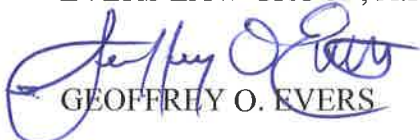
- 1.) Your client immediately transfers 20% interest in Winnett Perico as of January 26, 2019 to my client and the additional 5% thereafter through June 26, 2019.
- 2.) That all loans made to Winnett by my client be paid in full immediately including any and all interest due on those loans.
- 3.) That your client comply with all the terms and conditions of the written agreement entered into between our respective clients on July 26, 2018. (A copy of that agreement is attached for your review).

I again reiterate the fact that pursuant to the agreement entered into between our respective clients, should your client fail to comply with all the terms conditions of the written agreement on or before August 1, 2019, your client will transfer immediately all stock due my client so that per the agreement he would take 51% controlling interest in Winnett Perico.

Should your client decide that the above terms and conditions are not agreeable and that he has no intention of performing his obligations under the contract, my client has instructed me to initiate litigation to enforce the terms of the contract. Please confirm with my office on or before close of business on July 8, 2019 what your client's intentions are as it relates to the demands set forth above. I look forward to your response.

Sincerely,

EVERS LAW GROUP, A.P.C.



GEOFFREY O. EVERS

GOE:ch  
Enclosure



Dean Smith financing and investment terms & conditions - Winnett Perico

July 26, 2018

- Dean Smith will fund \$30,000.00 to Winnett Perico on July 27, 2018.
- Winnett Perico will grant seven-year Preferred Stock options for 147,000 shares at \$1.67 to Dean Smith
- Winnett Perico has 6 months (January 26, 2019) to repay the following
  1. \$30,000.00 + \$1000.00 interest (Payable to Sasha's Farm Fresh)
  2. \$5,000.00 + \$1,000.00 personal loan + agreed and 9% (Original funding March, 2017) interest compounded (Payable to Dean T. Smith)

If the above deadline is not met by January 26, 2019 Dean Smith company shares default to 20% ownership and shares of ownership increase 1% each corresponding month after January 26, 2019 until items 1 & 2 are settled in full with a final settlement extension of August 1, 2019.

If items 1&2 (and any possible additional funds requests during this 6 month period) are not settled by August 1, 2019, Dean Smith will then receive 51% controlling interest of Winnett Perico.

Any additional financing requests between today July 26, 2018 and the 6 month due date January 26, 2019 will be considered with additional terms and conditions

Dean T. Smith July 26, 2018

Dean T. Smith - DATE

Dennis Brewer 7-26-18

Dennis Brewer - DATE

Diana F. Smith July 26, 2018

Diana F. Smith - DATE

(Witness)

Emil Schmiedhauser

Notary to be completed 07/27/2018

Emil Schmiedhauser  
450 Island Road #35  
Ramsey NJ 07446  
201-785-1913