



Friigamint Tarim (Agriculture)

v.

Trailblazer Seed Company

Edition 4.0

INTRODUCTION

This case involves an action for breach of contract brought by Plaintiff Friigamint Tarin Agriculture, A.O. (FT) against Trailblazer Seed Company (TSC).

FT alleges that goods sold and delivered by TSC did not correspond to the description of what FT ordered and that as a result they suffered monetary and reputational damages.

Additionally, FT alleges that TSC failed to disclose an inculpatory internal email documenting a conversation between an FT employee and a former employee of TSC.

CASE SUMMARY

Trailblazer Seed Company sells 1633F hybrid seed, which is genetically engineered to be insect resistant. They also sell 1633 hybrid seed which does not have the same genetically engineered insect resistance.

This case involves two purchases of hybrid seed for use in commercial agriculture:

The first contract was a formal written contract dated February 2, 2023. There, defendant Trailblazer confirmed the sale to plaintiff Friigament Tarin (FT), of 50,000 bushels of 1633F “afid resistant hybrid seed corn suitable for export and to be delivered by April 10, 2023, FOB, Istanbul at a price of \$180 per bushel. The 1633F seed was delivered, and FT transmitted a check for \$9,000,000 US.

The second purchase agreement was less formal. Following the 2021 growing season, the Trailblazer sales manager advised the FT purchasing staff that Trailblazer would be cutting its 2024 prices for orders received before November 30 2023. Although he referred them to the Trailblazer website for current pricing, he noted from memory that the 1633 hybrid pricing would be reduced to \$120 per bushel. In fact, the legacy 1633 hybrid pricing was reduced to \$120 from \$135/bushel. However, the 1633F pricing was only reduced to \$170/bushel.

On November 29, 2023, FT's purchasing agent submitted a purchase order to Trailblazer for "another 50,000 bushels at \$120/bushel", and stated that the terms were to be the same as the prior agreement except as to price. Delivery would take place on April 10, 2024 FOB Istanbul. Other than a reference to the prior order and the price, the purchase order did not specify the specific type of seed requested.

The Trailblazer sales staff noted that there had been a prior transaction, but did not review the paperwork from that prior sale to determine the type of seed requested. Rather, the administrative assistant for the Sales Manager noted the price quoted by FT, concluded FT wanted legacy 1633 and prepared shipping orders for legacy 1633 seed. Trailblazer delivered that seed. FT sent a check for \$6,000,000 which Trailblazer cashed. FT planted the seed which was ravaged by insects resulting in almost no harvest. FT then had to purchase feed for its cattle, resulting in an expenditure of \$12,000,000 US.

FT now sues for breach of contract and seeks sanctions against TSC for its failure to disclose the November 14, 2023 memo.

STATEMENT OF BERKIN ARSLAN

I am Berkin Arslan. I am the Purchasing Manager of Friigament Tarim (Agriculture), A.O. , Farm Division. I have held this position since 2003. My department consists of me, my secretary, and administrative assistant and 4 purchasing agents. We are responsible for purchasing all supplies for the operations of the Farm Division of Friigament Agriculture.

Friigamint Tarim, A.O. (FT) is a Yenisarian¹ agribusiness joint stock company. We are a vertically integrated beef production company. We (FT) grow our own cattle feed (corn), which is fed to our livestock. We then process that livestock through our own packing facilities. The beef that is produced is especially high quality because our cattle are exclusively corn fed. This results in a much higher concentration of fat and greater flavor. It is fair to say that the Friigament Steaks brand is coveted throughout the European Union as the finest tasting steak and meat that is available.

The key to our success is our efficient farming techniques to be able to produce our own cattle feed. Without those farms, we simply cannot be cost effective. We operate multiple farms throughout Yenisaria, in areas where crops for human consumption are not viable, primarily due to lack of water (drought) issues. While we used to simply retain and recycle seeds from our crops, we found that our yields dropped each year as the seed became less and less viable/productive. In 2010 we began purchasing hybrid seeds from the Americans. We purchased hybrid seed from Pioneer, Wyffles Corn Hybrids, Dekalb, and other companies, and our production improved dramatically. However, a new problem arose in the form of increasing insect infestations which were destroying a large volume of our yields. We started working with our American vendors to find out what products they had that could address this issue, and each vendor had proposed solutions. Of course, with each solution, there was a cost.

Prior to 2022, we had never done business with Trailblazer. However, at an international agribusiness convention in 2022, I came across booth where I met Bill Workman, their Sales Manager. Bill told me about the spectacular results that they had obtained with their 1633 line of products. While their seed yield appeared to be only marginally better than our existing vendors, Bill was very clear about the new improvements that Trailblazer had made with respect to insect resistance. The pricing he referenced seemed very competitive. I was intrigued, and so I met Bill for dinner that night, and we talked about agribusiness in Yenisaria. Specifically, we discussed the short and harsh growing season and our concern that insect infestations were a growing concern. Bill assured me that the 1633 line of products were exactly what we needed to address these concerns.

After that dinner, he and I exchanged several emails. In February 2023 those communications resulted in us signing a \$9,000,000 contract to purchase 50,000 bushels of Trailblazer 1633F. The emails and the contract are attached to this statement.

The Trailblazer seed performed even better than we expected. Our yield was so high that we were even able to retain some of the yield to replant the next year. I know that is a violation of the contract with Trailblazer, but it was only about 15 acres and that type of replanting is common in Yenisarian agribusiness.

¹ Yenisaria is a fictional country located between Turkiye and Greece

When Bill stopped in (unannounced) in September of 2023, I was happy to see him. He told me that our order meant a lot to his career and he was up for a big promotion. He asked if we could get our 2024 order locked down as soon as possible and told me that he could get me a deep discount if I was able to order before November 30, 2023. When I asked how much, he winked at me and said “How about \$120 per bushel?”. I asked him how he could give us that deep of a discount (thinking we had overpaid in 2023), and he said that he had a supply of seed that he could allocate at his discretion to “special” customers.

I told him that as long as it was the same seed, we had a deal, and we shook hands on it. My colleagues were all present during this conversation, however, their English is not as good as mine. Kash Bardakci is one of my assistants.

I followed up with Bill through an email, confirming that we wanted to purchase the same seed at that price. I pointed out that we had established our credit and paid our bills on time, and asked him to forgo the need for a formal purchase order and/or contract. In my experience purchasing agriculture supplies once a course of dealing is established any reference to that prior course of dealing means that the same terms will apply unless specifically modified. It generally is not necessary to repeat every term, as long as you incorporate the prior contract by reference. My email is attached within Exhibit 3.

Once we started purchasing seed from Trailblazer I did not check the corresponding prices of our other American vendors for insect resistant seed. Since then, I have verified that most of the vendors charge between \$140 to \$190 per bushel for insect resistant seed.

He never responded, but I did get an email from his secretary telling us that our order had been placed. The seed arrived on time, and we planted it.

It wasn't until we harvested and got almost no yield that I became suspicious. Our farm managers all reported that the crop was destroyed by afid infestations. I went to several of our farm operations and inspected the crop with our farm managers. Gergen Schmit is one of those managers and he took the photographs that are marked as Exhibits 7A and 7B. They fairly and accurately depict what I saw when I went to the fields.

After inspecting the fields, I was able to track down some of the bags from that planting season. Those bags listed the product as 1633 seed. They looked different than the bags that the 2023 seed had come in, and that's when I went out to the Trailblazer website and discovered that they had shipped us the wrong seed.

The FT senior leadership initially thought that my department had made a mistake and ordered the wrong seed. However, when I explained my conversation with Bill, which my co-workers confirmed, they agreed that it was Trailblazer's fault.

It is inconceivable that Trailblazer would think we wanted lesser quality seed. Bill knew that we had insect problems and that the entire reason we went with their product was because we needed insect-resistant seed.

As a result of their mistake, we had to purchase just over \$12,000,000 US of corn to feed our cattle. Obviously, we had to pay a premium because we were desperate. We were also out the \$6,000,000 we paid them (for the wrong seed), and we actually had to sell off some of our cattle at bargain prices so that they would not starve. Worse, the fat content of our corn fed beef went down, and that resulted in complaints about the quality of our meat that we are still trying to resolve. Our total

sales went down just over \$20,000,000 US which we think is a result of those quality complaints.

Subscribed and Sworn, July 2, 2025 , Arslan Berkin
Arslan Berkin

STATEMENT OF SANJAY PATEL

I am Sanjay Patel, and I am a Tik-Tok creator and influencer. I produce and distribute podcasts on how to succeed in sales and relationships. My site, “#SizTheMan has over 250,000 followers, most of whom are men who are seeking ways to improve their interpersonal relationships with women.

From 2019 to December 2023, I was a Sales Representative at Trailblazer Seed Company. I graduated from high-school in 2016, and worked in sales at T&M Motors, a small, independent used car lot. I met Donald Smith, the CEO of Trailblazer in 2019 when I sold him a Jeep Wrangler, and he hired me to work as a sales representative at his company.

It was a good job, but mostly, I worked from the corporate headquarters and used my internet skills to attract sales leads that I would pass on to other sales representatives. Bill Workman was one of my primary guys, and I helped him land a number of farm conglomerates customers in the Mid-West in states like Nebraska, Kansas, and Minnesota. He was pretty much just one of the guys in the pool, like Jim Paxton and me. I suppose, being a little older, and with his family, he took the job more serious than the rest of us. At first all of us reported to Kevin Lock, the Sales Manager. There is no question that Bill was Kevin’s favorite. We all knew that Bill would make Sales Manager someday. But then Bill came back from that sales conference all full of himself and acting all international.

In mid 2023 the company hired Sue Mulroney as a new secretary to replace Diane Absworth. Diane was a nice older lady who retired to spend time with her grandkids. Sue was two years behind me in high school. She had dated one of my friends, and when she told me that they had broken up, I took it as a sign that she wanted to go out.

When Jim found out, we made a bet as to which of us she would go out with first. We both started paying her a lot of attention. It is true that she told me to stop, and that I kept asking her out, sent her cards and even flowers. It is true that she went to court and got a preliminary anti-harassment order that required that I stay away from her and not speak to her. Of course, that hurt my feelings, but, there are plenty of fish in the sea, so I just avoided her. That court order was dropped after I got fired from Trailblazer.

On the morning of November 23, 2023, I was the only one in the office. That day, was Thanksgiving Day, which is an American holiday. Everyone at Trailblazer was off work. I came in because the Trailblazer computers have a much faster internet connection than my home computer, so it is easier to access and post on-line content.

I was working on some new on-line content when the phone at Sue’s desk rang. I walked over and answered it by just saying “hello”? This guy with a strong accent named Kash told me that he wanted to talk to Sue. At first, I thought it was some new boyfriend, but then I figured out that it was a customer calling about an email Sue had sent earlier that week. From what I got from the guy on the phone was that Sue had sent an email confirmation of the purchase of legacy seed, but that they didn’t want legacy seed. I told him that I would pass the message on to Sue, but that he should follow up with her in writing.

I sat down at Sue’s desk, and logged into her computer using my sign in, and sent her an email about the conversation. That email is attached as Exhibit 9.

A few minutes after I sent that email, Bill came into the office and saw me sitting at Sue’s desk. He knew that about the court protection order. He looked at me kind of funny and told me to leave

Sue's stuff alone. So I printed out a copy of email to leave on her desk, and I made a copy of it, just case there was some problem.

It turned out there was a problem, because when I got back from the Thanksgiving holiday, I was called into HR by Bill and told that I was fired for harassing and stalking Sue. They never gave me a chance to explain, and they went out of their way to make sure that on-line customers knew why I was fired.

When I heard about this case with Friigamint, I figured Bill and Sue would try to pull a fast one and set me up as the bad guy. I used my online skills to track down Mr. Berkin and the FT attorneys and sent them a copy of email. They got really excited and flew me from Omaha to Paris to meet with their attorneys. They put me up in a really great hotel, and took me to dinner every night. We even went to the Moulin Rouge.

They wanted to know all kinds of things about the power structure, politics, communication and decision making processes inside Trailblazer. Since then, their lawyers have met with me 4 or 5 more times in the US to prepare for this arbitration. I'm also scheduled to meet with them the day before my testimony at the arbitration hearing. They said they will prepare me for what I'm going to say, and for any questions the Trail Blazer lawyers might ask.

Apparently, Friigamint has become familiar with my podcasts and content, because FT has become one of my biggest sponsors, and now circulates my content to their meat sales teams around the world.

Subscribed and Sworn, July 2, 2025 , Sanjay Patel
Sanjay Patel

STATEMENT OF WILLIAM WORKMAN

My name is William Workman, but everyone just calls me “Bill”. I am currently the General Sales Manager for Trailblazer Seed, Inc. I’m 43 years old. My wife, Caitlyn and I have been married for 20 years and we have two kids. Zach is 18 and just started at the University of Nebraska, in the College of Engineering where he studies mechanical engineering with a minor in agribusiness. Kelsey is 14 and is a special needs kid. She’s what they call “neuro-divergent”, and processes information differently than most people. She requires special tutors and help. We are hoping that next year she will be able to attend public school, but until then we have to pay for private school. My wife is a project manager for an engineering firm in Omaha. Mostly she works remotely, which is good because my work at Trailblazer keeps me on the road a lot.

I started at Trailblazer in 2002 working as a farm hand on one of our hybrid seed farms, then advanced to manager, and then into the front office. I was a salesman for 5 years, when I got sent to that conference in Prague where I met Mr. Berkin. After I landed the Friigamint account in 2023, Trailblazer management decided to give me a temporary promotion from Salesman to Sales Manager. That was good, because we really needed the money to pay for college tuition for Zach and for Kelsey’s tutors. After FT locked in their 2024 order, I got the Sales Manager job. Having worked my way up through the ranks, I pretty much know everything there is to know about Trailblazer’s operations.

Trailblazer Seed is a US agribusiness corporation that produces and sells hybrid seed corn to farmers around the world. Hybrid seeds are produced by crossing two different types of corn plants. The result are seeds that are especially valuable because they produce strong and vibrant hybrid plants with selected desirable traits such as high volume of production, insect resistance, and drought resistance.

The process of producing these hybrid seeds is very labor-intensive. It involves planting two different types of plants in fields that are laid out to allow the “male” rows of plants to cross-fertilize the “female” rows. That’s how you create a hybrid that has the characteristics of both. The typical field layout looks something like this.

[Witness Draws on Blank Piece of Paper that is Marked as Exhibit 4]

The “female” plants are harvested separately. The “female” plants generally have the most advanced or desirable traits as they represent the combination of both their original traits as well as the genetics of the “male” plants.

The “male” plants remain static and have only the original genetic traits of that strain. While many companies do not harvest the “male” plants, Trailblazer does not believe in wasting product. We harvest the “male” plants separately and sell the resultant legacy seed at a reduced rate.

I don’t think you can call our products “Genetically Modified Organisms” or GMO. I know that we have had a lot of bad press about that, but the protesters that talk about that never made sense to me. Literally everything we eat is a “GMO” of some sort. As an example the vegetable broccoli is simply a form of cabbage that humans have modified by selective cross breeding over many years. This type of “GMO” can create stronger crops, and doesn’t involve gene splicing, which is what most science people think of when they are talking about “GMO”s.

In 2011 Trailblazer developed the 1633 strain of hybrid corn. This strain was well known through-out the industry for its high production and drought resistance. It became Trailblazer’s best

selling product, and it was in high demand around the globe.

However, the original 1633 strain was especially susceptible to afid insect infestation which can dramatically reduce harvest production and profits. Exhibit 8 are photographs of afids and corn that has been subject to an afid infestation.

In 2020, we purchased a modified strain of corn from the Waffles Corn company that had high resistance to afid infestation. Our intent was to cross it with our 1633 hybrid. We did that during the 2021 growing season with spectacular results. The new hybrid maintained the very high production rate of the 1633 hybrid, its exceptional drought performance, and the new strain was almost impervious to most insect infestation.

So, we had this amazing new product, but we also had a very loyal customer base for our 1633 hybrid. To make sure we didn't lose those customers but rather could simply get them to "upgrade" we decided to capitalize on the strong reputation of the 1633 brand. We designated the new hybrid as 1633F. External marketing materials described the benefits of this new hybrid (1633F) in terms of the production rates of our former hybrid, and we also noted the added afid resistance characteristic.

That being said, some of our customers just don't like change, and they don't have a need for the more expensive 1633F. So, we still produce a large quantity of the original 1633 hybrid seed every year. We continue to see a high sales rate for the 1633 seed in regions that have low insect infestation issues

I met Mr. Berkin in Prague at the World Agribusiness Conference. I was just one of the sales guys manning the booth, when he stopped by. I know he got the impression that I was a sales manager back then, and I didn't want to disappoint him. I took him out to dinner that night, because I thought that if we could break into the FT market, that the company (and I) would have a lot of opportunities.

We talked about the products that they were using, and he made a brief mention of afids in Yenisaria, but it didn't sound like a big deal. That being said, it gave me a chance to upsell him on the 1633F product. After that dinner, we exchanged emails, and then he submitted a purchase order, and then we signed the contract for the first deal.

I got a big bonus. It paid the tuition for Kelsey's private school, and made my life at home a lot better and even allowed my wife and I to afford a vacation. It got even better, because Mr. Berkin thought I was a Sales Manager, so the company decided to give me a temporary promotion for my dealings with FT. Even though I really wasn't a sales manager, I always communicated with Mr. Berkin using that title.

In the fall of 2023, I took my wife on one of those river cruises. While we were in Istanbul, I made a point of running up to Yenessaria, the home base of FT, and dropping in on Mr. Berkin and his team. They were really glad to see me and apparently really happy with our products.

While I was there, they kept asking me about discounts and ways to reduce their seed costs. So, I told them that we were going to have some price reductions for early orders. That technically wasn't true, but I figured I could sell that idea to my boss if I could land another big order.

I also told Mr. Berkin and his assistant, Kash, that we had a stock of the original 1633 seed. I pointed out that if savings were important that they could buy the 1633 seed for considerably less than the 1633F product. As soon as I told them the price of the 1633 seed, they really focused on that seed.

Mr. Berkin seemed really interested in the cheaper 1633 seed. He kept repeating the price over and over, and then he would turn and speak to Kash and the FT staff about it in Turkish. I knew that he was talking about the 1633 seed, because even though he was speaking Turkish, he kept saying

the price of the 1633, not the 1633 F. I could tell this was a big deal for them. I really just wanted to make them happy. I knew that if I could land a new order, that I'd get a permanent promotion and a big raise.

I made it clear that he needed to submit a purchase order through our on-line portal, but that once I got his email confirming the purchase, we would get the product shipped to him. We shook hands on it.

When I got back to the U.S., I was given the actual position of Sales Manager, but things went to light speed. I didn't have much time to work on administrative details like processing orders. Literally, right after I was promoted, I had to fire two salesmen, both of whom were friends of mine, because they said things to our secretary, Sue Mulrone, that they should not have said.

Sue was a new hire, single, and attractive. My two friends thought they could horse around with her, but she called them on it. Sue complained to me about them and said their behavior was distracting and making her hate her job and the Company. I didn't want to believe it, but it turned out she was right and Jim Paxton and Sanjay Patel had both tried to get her to go on dates with them. Sanjay apparently was especially persistent and she even had to get a court restraining order to get him to stop contacting her at work and at home.

During that time when we were investigating those salesmen, I spent most of my time dealing with the investigation and then working with our Human Resources Department on how to manage the terminations. I let Sue pretty much manage the administrative side of things. When Mr. Berkin sent the email confirming the price on the 1633 seed, I told Sue to take care of it. She wasn't part of our office during the first FT contract, but she had a good head on her shoulders and knew our processes. She did not pull the original contract, and I don't think that Sue knew that the original contract was for the 1633F seed.

But that wouldn't have mattered. Sue processed the order based on the email sent by Mr. Berkin. We both confirmed that the price they offered was for the 1633 seed, and I verified that the website had our current pricing. Since we had an established history with them, we didn't require a formal contract, and they paid right on time.

When Mr. Berkin called me and told me they had received the wrong seed, I verified the order. He also sent photographs of their "infestation". Those photographs are marked as Exhibit 7 to this statement. From my experience working in the field, I know that the corn pictured there was not damaged by afids. Those photos are showing corn that was damaged due to a severe hail storm.

When this arbitration complaint came in, we contacted our corporate attorneys. They instructed me to pull all relevant communication from our files and email servers. We used an AI-bot called AI-Sorter to conduct a complete review of our corporate servers. It found and produced the emails that are marked as Exhibits 2 & 3. The AI-Bot did not find any other emails related to our company's relationship with FT. Specifically, our AI search did not find the email marked as exhibit 9. That's not to say that it wasn't sent or isn't there. Our email system can be manually searched by-date sent or date received. But, our attorneys told me that the AI search was sufficient and not to bother with a manual search.

Subscribed and Sworn, July 2, 2025, William Workman
William Workman

STATEMENT OF SUSAN MULRONEY

My name is Susan Mulroney. Most people call me Sue. I am a senior administrative assistant at Trailblazer Seed Company, and I report directly to Mr. William Workman.

I started work as a secretary at Trailblazer a couple of years after graduating from high school but Mr. Workman promoted me to Administrative Assistant after that horrible time with Jim and Si. My duties are pretty much the same, except that now I work more closely with Mr. Workman on developing our international sales.

Mr. Workman is a great boss. He really cares about doing the right thing and taking care of his team. If things continue to expand, and we can avoid the whole tariff thing, Mr. Workman has told me that I might be eligible to help the sales team conduct site visits next year to our customers in France, Germany, and Spain.

The thing with Si and Jim was terrible. They both kept bothering me at work trying to get them to go out with me. When I said “no”, they started sending me cards, flowers, and candy. It was pretty clear that it was some sort of competition, and I wanted no part of it. I had just broken up with a controlling boyfriend, and I just wanted to do my job.

Both of them would send me emails about how much they wanted to go out with me or about the “gifts” they were sending me. After I filed my formal complaint with HR, they told me not to encourage them and to stop opening up any email from either Si or Jim that did not appear to be work related.

I do not remember ever receiving the e-mail marked as Exhibit 9, but it is unlikely that I would have opened it, as the subject line appears to relate to another unwanted gift.

I remember processing the order from Mr. Berkin. It was very clear to me that he wanted the legacy seed, because he specified that he wanted the 1633 seed, not the 1633F seed. He quoted the exact price of the legacy seed, and I double checked that price on our website. There is no way that he could have thought that the 1633F seed would sell for that little.

Subscribed and Sworn, July 2, 2025 , Susan Mulroney
Susan Mulroney

INTERNATIONAL ARBITRATION ASSOCIATION

FRIIGAMENT TARIM, A.O)	
)	
vs.)	STIPULATION
)	
TRAILBLAZER SEED COMPANY)	
)	
Defendant,)	
)	

The parties to the international sale of goods dispute between Friigamint Tarim A.O. and Trailblazer Seed Company, currently before this tribunal hereby stipulate as follows:
Whereas the parties agree that they entered into a contract for the sale of goods in December 2023. It is hereby stipulated and agreed that in the event of a dispute over terms in this contract between the parties, the following factors shall be evaluated by the arbitrator:

1. Plain meaning
2. Market factors
3. Negotiations
4. Trade usage
5. Other contract provisions
6. Course of dealing between parties

It is further agreed and stipulated that the parties desire to avoid the time and expense of a formal hearing and agree to submit the matter to the arbitrator using a Trial By Affidavit (TBA) process. This process shall begin with counsel for each party presenting a verbal opening statement to the Arbitrator. Following these oral submissions, the parties shall submit the agreed record to the Arbitrator in the form of affidavits, statements, and exhibits. After review of the written submissions/evidence, the Arbitrator shall schedule a time and place for the presentation of oral closing arguments. After consideration of the evidence and arguments, the Arbitrator shall submit a written ruling.

Donald J. Smith

Donald J. Smith, President Trailblazer Seed
SELLER'S SIGNATURE

Hans Artemis

Hans Artemis, Chief Executive Officer,
Friigament Tarim A.O.
BUYER'S SIGNATURE

Exhibit 1:
CONTRACT (EXCERPTS)

CONTRACT FOR THE INTERNATIONAL SALE OF GOODS

This contract for the international sale of goods is made on 2 February 2023,^{al}
between:

SELLER:
Trailblazer Seed Company, 5 Grain Place, Omaha, Nebraska, US

BUYER:
Friigament Tarim, A.O. Farm Division, Yenisaria.

1. SALE OF GOODS

The Seller agrees to sell, transport and deliver to the Buyer, and the Buyer agrees to purchase the following goods in the following quantities:

- 50,000 bushels of 1633F afid resistant hybrid seed corn suitable for export to the Buyer

2. CONSIDERATION

The Buyer will pay to the Seller for the goods, the full and complete purchase prices of:

- \$180 per bushel, (total of \$9,000,000)

3. DELIVERY & PAYMENT

Goods shall be delivered FOB by the Seller to Buyer's Agent in Istanbul, Turkiye by April 10, 2021. Payment shall be made via international bank wire transfer immediately upon delivery (no terms) to Seller's designated account at Cornerstone Bank, Aurora, Nebraska, USA.

...

4. GOVERNING LAW

The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, USA.

5. DISPUTES

Any and all disputes arising from this agreement shall be resolved with mandatory arbitration through the International Arbitration Association.

SIGNED:

Bill Workman, Dated this: 14th day of December 2022

William Workman, Sales Representative, Trailblazer Seed Company
SELLER'S SIGNATURE

Arslan Berkin Dated this: 2nd day of February, 2023

Arslan Berkin, Purchasing Manager, Friigament Tarim, A.O.

BUYER'S SIGNATURE

Exhibit 2

Emails: 11 November 2022 - 11 April 2023

From: Arslan Berkin (A.Berkin@FTAO.com)
Sent: 15 November, 2022, 4:05 PM
To: Bill Workman (W.Workman@Trailblazerseed.com)
Subject: Dinner and an Order

Bill:

Thank you for a delightful dinner and conversation at the Agriculture Tradeshow in Prague last month. Now that my head has cleared from that wonderful claret that you recommended, I want to follow up and further our business.

I am so very happy that I chanced to stop by the Trailblazer booth and that we made introductions. It was good happenstance that I was able to meet the Trailblazer Sales Manager, and that you are so knowledgeable concerning the operation and needs of commercial farms such as us.

As we discussed, our recent harvests have been greatly reduced due to the immigration of a very hungry afid infestation, and we require seed that can fight this most recent challenge. Your afid resistant hybrid seed corn appears to be what we need.

Please send me a pricing quote and contract for the purchase of 50,000 bushels of your afid resistant hybrid seed corn suitable for export and to be delivered by April 10, 2023, FOB, Istanbul. Please make sure that it includes the volume discount of 1.5% that we discussed.

The price point is very important to us as we are also looking at other potential sellers.

Arslan Berkin
Purchasing Manager
Friigament Tarim A.O., Farm Division
+89 -70-2203-2800
A.berkin@FTAO.com

From: Bill Workman (W.Workman@Trailblazerseed.com)
Sent: December 14, 2022, 2:13 PM
To: Arslan Berkin (A.Berkin@FTAO.com)

Subject: Dinner and an Order

Mr. Berkin:

Friigamint Tarim (Agriculture) v. Trailblazer

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- 15 -

I'm sorry for the delay in responding. As you know, once we get the harvest of our seed in our warehouses at the end of September, our production teams tend to take some time off. We Americans also celebrate a National Holiday at the End of November for all of the things that we are Thankful. Among the things that I am thankful for is having met you, and the opportunity to do business with you and Friigament.

As we discussed, our latest insect resistant hybrid is the 1633F product. While the 1633 hybrid has some insect resistance, the 1633F is really quite extraordinary.

I've confirmed that we have sufficient inventory of the 1633F seed to meet your needs. Our normal pricing for the 1633F is \$185 per bushel. We expect this price will go down in a couple of years as we increase our production capacity, but right now we are finding the seed in great demand.

However, I was able to get you the 1.5% volume discount and I was also able to get you an additional discount for being such a special customer. Our price to you and Friigament (if we can get the signed contract returned to us before February 5, 2023) is only \$180 per bushel. I think that you will find that to be more than competitive for this quality of seed.

Just so you know how much I value our friendship, I'm having several bottles of US wine from Washington State sent to you for you and your family to enjoy over the holidays.

Attached is a copy of the contract already signed by me as Trailblazer Seed's authorized agent. I look forward to receiving the signed contract, and to us having a long and profitable relationship.

William (Bill) Workman
Sales Manager
Trailblazer Seed Company
(402) 694-6111, ext 236
W.Workman@Trailblazerseed.com

From: Arslan Berkin (A.Berkin@FTAO.com)
Sent: 3 February 2023, 6:45 AM
To: Bill Workman (W.Workman@Trailblazerseed.com)
Subject: Dinner and an Order

Bill:

Thank you for providing my company the full discount. It made all the difference! Attached please find the executed contract. I will keep you posted on the planting and harvest.

Also, thank you for sending that wine from the United States. It was exceptional just like the Claret we shared. I appreciate that you sent enough (6 bottles) that I was able to share it with my co-workers here in the Farm Division purchasing office. Needless to say, you are one of our favorite people!

If you find yourself in the region, our offices are just a short drive from Turkiye, and we would be delighted to welcome you to our facility.

Arslan Berkin
Purchasing Manager
Friigament Tarim A.O., Farm Division
+89 -70-2203-2800
A.berkin@FTAO.com

From: Arslan Berkin (A.Berkin@FTAO.com)
Sent: 11 April 2023, 4:39 AM
To: Bill Workman (W.Workman@Trailblazerseed.com)
Subject: Payment

Per the terms of our contract, \$9,000,000 US was wired to your account at Cornerstone Bank, Aurora, Nebraska, USA.

Arslan Berkin
Purchasing Manager
Friigament Tarim A.O., Farm Division
+89 -70-2203-2800
A.berkin@FTAO.com

Exhibit 3:

Emails: 25 October 2023 - 11 April 2024

From: Arslan Berkin (A.Berkin@FTAO.com)
Sent: 25 October 2023, 3:52 PM
To: Bill Workman (W.Workman@Trailblazerseed.com)
Subject: 2024 Order

Bill:

Thank you for visiting our offices here in Yensaria. My team was delighted to actually meet you, and I hope that you found our lunch for you sufficiently welcoming.

We are glad that your pricing has become more reasonable. As we discussed we have been courted quite heavily by Pioneer and Dekalb as well as two emerging Russian Companies. However, your ability to get us such favorable pricing on the 1633 seed just speaks to the strength of our growing business relationship.

As we discussed, given that we have now established a business relationship and have an established course of dealing for the purchase of your seed, we have agreed to forgo the need for a formal written contract.

We wish to place our 2024 order under the same terms and conditions as was reflected in our 2023 contract.

You may consider this email as the equivalent of a purchase order for 50,000 bushels of the 1633 seed at the agreed price of \$120 per bushel. If this is agreeable, please respond in kind and we will consider to have a binding contract.

Looking forward to hearing from you.

Arslan Berkin
Purchasing Manager
Friigament Tarim A.O., Farm Division
+89 -70-2203-2800
A.berkin@FTAO.com

From: Susan Mulroney (S.Mulroney@Trailblazerseed.com)
Sent: November 20, 2023, 3:36 PM
To: Arslan Berkin (A.Berkin@FTAO.com)

Friigamint Tarim (Agriculture) v. Trailblazer

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Subject: 2024 Order

Mr. Berkin:

I am Mr. Workman's Administrative Assistant. He asked me to process your order.

Thank you for your order for 50,000 bushels of our 1633 seed at a price of \$120 per bushel. I've confirmed that we have sufficient inventory of the 1633 legacy seed to meet your request.

Per the terms of our usual agreement, your order for hybrid seed corn suitable for export is to be delivered by April 10, 2023, FOB, Istanbul.

Susan Mulroney
Assistant to William Workman
Trailblazer Seed Company
(402) 694-6111, ext 237
S.Mulroney@Trailblazerseed.com

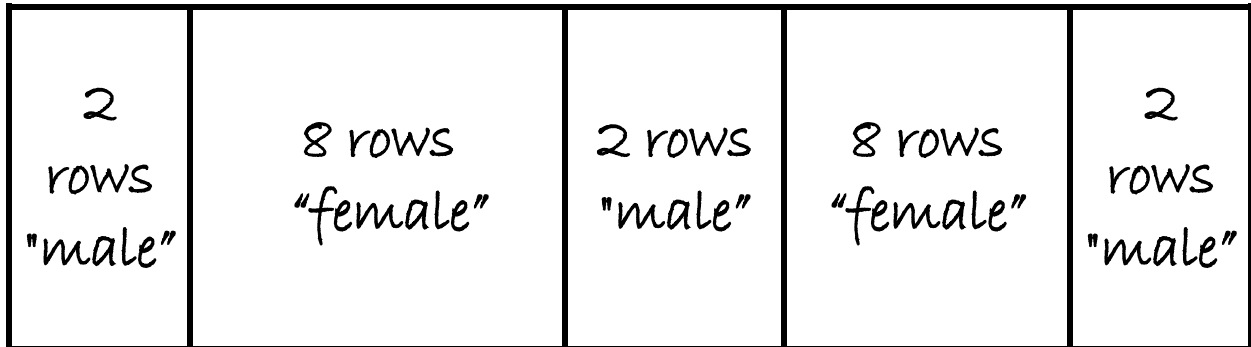
From: Arslan Berkin (A.Berkin@FTAO.com)
Sent: 11 April 2024, 12:10 PM
To: Bill Workman (W.Workman@Trailblazerseed.com); Susan Mulroney
(S.Mulroney@Trailblazerseed.com)
Subject: 2024 Order

The 1633 Seed was received by our agent in Istanbul. Per the terms of our usual agreement, payment in the amount of \$6,000,000 was wired to your account at Cornerstone Bank, Aurora, Nebraska, USA.

Arslan Berkin
Purchasing Manager
Friigamint Tarim A.O., Farm Division
+89 -70-2203-2800
A.berkin@FTAO.com

Exhibit 4

Diagram of Hybrid Seed Field



Subscribed and Sworn, July 2, 2025, William Workman

William Workman

Exhibit 5

Photo of Hybrid Seed Field



Friigamint Tarim (Agriculture) v. Trailblazer

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Exhibit 6

Photo of Bill Workman meeting Friigamint Tarim purchasing team



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Exhibit 7A

Photo Afid Infestation in FT Crops



Exhibit 7B

Photo Afid Infestation in FT Crops



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Exhibit 8

Examples of Afid Infestations



Friigamint Tarim (Agriculture) v. Trailblazer

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Exhibit 9

From: Sanjay Patel (S.Patel@Trailblazerseed.com)
Sent: November 23, 2023, 9:45 am
To: Susan Mulroney (S.Mulroney@Trailblazerseed.com)

Subject: Fraggin Mint Order

INTERNAL COMMUNICATION

Sue:

I'm sorry we are on the outs.

I just wanted to let you know that some guy called about an order you confirmed on Monday for 1663 legacy seed. He said that they didn't want legacy seed. They want insect resistant seed. I told him to follow up with you after the holiday.

Si