

August 23, 2021

Clerk of the Court

United States District Court for the Eastern District of California

501 I St # 4200

Sacramento, CA 95814

FILED

SEP 08 2021

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY ER
DEPUTY CLERK

RE: Case 2:19-cv-01918-TLN-DB Defendant Brewer Response Mailed 8/23/2021

Enclosed please find Defendant Brewer's response to Plaintiff's Notice of Application And Application For Entry Of Default Judgement filed by Plaintiff on 8/12/21.

Please direct as required. Plaintiff is acting on his own personal behalf.

Respectfully,

Dennis Brewer

1210 City Place

Edgewater, NJ 07020

1 I am writing in reply to the recently received Request for Summary Judgement filed August 12, 2021 in
2 the above referenced Case where I am, to the best of my knowledge and belief, the sole remaining
3 Defendant with any assets. All entities named in the Case are Colorado entities which are in Delinquent
4 status, according to the Secretary of State of Colorado. Control of those entities appears to be in dispute
5 and, out of an abundance of caution regarding their actual state of control, I have not acted on their
6 behalf since October 2019. These entities, as cited by the Plaintiff would be in the legal control of the
7 Plaintiff if a loan default alleged by the Plaintiff would give the Plaintiff 51% control in the event of a
8 Default. Defendant Brewer Defense Exhibit 2.

9 It is important for the Court to understand my current circumstances as it determines whether and how
10 to proceed with this Case. I live on Social Security retirement income of less than \$1,800 per month, plus
11 a Section 8 rent subsidy which reduces my monthly rent to \$462. I cannot financially afford either legal
12 counsel nor to travel to Sacramento for a trial. I am open to appearing via Zoom or other remote means
13 if required by the Court but, in any case, cannot afford and will not have counsel for this matter.

14 As for the matter at hand, I respectfully submit the following response to Plaintiff's allegations, many of
15 which are grounded in the Plaintiff's own speculations, beliefs, and opinions rather than in fact. The
16 Plaintiff is not now and never has been in possession of the facts required to back his allegations, and
17 while some negotiation was attempted between the Companies' counsel and Plaintiff's Counsel in this
18 Case, no discovery was ever done in this case. In any event, the Plaintiff's broad, and, in some cases,
19 completely non-factual allegations against the entities have little or nothing to do with me specifically as
20 a Defendant. In point of fact, the Plaintiff specifically indemnified Defendant Brewer, as an Officer of the
21 company Defendants, for costs and damages against Defendant Brewer in this sort of litigation
22 (Defendant Brewer Defense Exhibit 5.)

Several of the entities named in the Complaint have never had a legal existence in form or in fact. This is part of a pattern and practice of Plaintiff to make broad, sweeping allegations without any legal basis in fact for their allegations. They did not even bother to verify the legal existence of the entities named in the Case. See Defense Exhibit 1 for the entities as recently presented on records of the Colorado Secretary of State. The Court will note that Winnett, LLC formed in 2005 is not named in nor one of the entities ever controlled by Defendant Brewer.

Jurisdiction is not proper. Neither the Defendant individually, nor any of the Defendant Companies named in this suit, has ever had operations, employees, or sales of any product at any time in the State of California. Defendant Brewer and all Companies' administrative operations occurred in the State of New Jersey, where Defendant Brewer has resided from August 2007 to this day. Defendant Brewer, acting in his capacity as a Corporate Officer, did visit California while employed at zero compensation by Defendant Companies at least one time to discuss potential business arrangements with a possible supplier, which relationship never materialized due to a lack of sales.

Jurisdiction is not proper. Defendant Brewer did not receive any compensation in any form either from his contacts with the Plaintiff nor from his employment as an Officer by the Defendant Companies. The Plaintiff has offered the Court no proof of any such arrangement in form or in fact. There was no such arrangement or conduct. The facts are that Defendant Brewer paid from his own funds for the organization of the original company, for all on-going expenses of the Companies prior to Plaintiff's investment, and for some on-going expenses during the Plaintiff's tenure as a Shareholder through and after the alleged event of Default on a \$5,000 loan from Plaintiff on February 19, 2019.

Until the alleged event of Default occurred on a \$5,000 loan from Plaintiff, which Defendant Brewer inadvertently personally guaranteed by failing to note my title when signing, Defendant Brewer had sole control of the entities named in the Complaint. If that event of Default did occur as Plaintiff alleges,

then, on that date, under the Loan Agreement both parties signed, Plaintiff would have had control of all named and legally formed entities, and been responsible for them, including their required maintenance in accordance with Colorado law. The Plaintiff never asked for or demanded in any form, the records of, nor assumed control, of those entities. See Defendant Brewer's Defense Exhibit 2 for a copy of the signed February 1, 2019 agreement. No demand letter was ever received by Defendants. As Plaintiff plainly knows, the Defendant companies have no inherent value, no operations, and no assets. Defendant Brewer, on knowledge and belief, asserts this is the reason no demand was ever made by Plaintiff.

At the time Plaintiff filed this lawsuit, Cornhusker Capital was still in pursuit of funding for the Companies. I spoke by phone with Cornhusker Capital's Founder and CEO Reginald McGaugh around that time to confirm the understanding that our January 24, 2019 Engagement Letter was still in effect. See Defendant Brewer Defense Exhibit 3, which, to the best of my recollection, was also furnished to Plaintiff near the time it was originally signed. In any event, the Plaintiff filed this lawsuit regardless of this fact. In practical terms, the filing of the lawsuit killed any chances that the Companies could raise further funds for operations or to satisfy the conditions of the February 1, 2019 loan.

Defendant Brewer is prepared to further dispute the actual facts of this Case. However, Defendant Brewer, while not specifically educated or qualified in any way to practice law, asserts the following:

1. Jurisdiction is not proper as none of the named Defendants has operated in, near, or on the soil of the State of California at any time during the existence of any of the named Companies. The entirety of the Companies' existence was part of Defendant Brewer's effort to raise additional funding to commence operations, all of which efforts were domiciled in the State of New Jersey.
2. Plaintiff Smith represented himself in conversation, writings, and documentation as a sophisticated and accredited investor with an understanding of the risks of investing in a startup

69 company. Those risks were clearly represented both by Defendant Brewer and in the documents
70 presented to and/or executed by Plaintiff. See Defendant Brewer Defense Exhibit 4 and 5. Smith
71 clearly understood the risk involved in his investment. Smith represented to Defendant Brewer
72 at various times during their relationship, that he had in fact, made a series of such investments,
73 all of which resulted in total loss.

74 3. Defendant Brewer, of knowledge and belief, asserts that Plaintiff Smith filed this lawsuit to shift
75 the blame and responsibility for his own actions to Defendant Brewer. Defendant Brewer acted
76 in good faith throughout, providing frequent updates, typically weekly, regarding both progress
77 and obstacles to progress. Further, Plaintiff plainly understood, as demonstrated in the original
78 Complaint filed with the Court, that Defendant Brewer was and is operating from the state of
79 New Jersey, and that potential future employees were located in various other states before
80 Plaintiff's stock purchase and throughout the entirety of Defendants' efforts to secure financing
81 and commence operations.

82 4. Defendants are exempt from California law as Defendant Brewer caused the filing of SEC Form D
83 in conjunction with the sales of securities to Plaintiff. SEC regulations plainly state that filings
84 under Rule 506 c are exempt from state securities laws. See Defendant Brewer Defense Exhibit
85 6.

86 5. Defendant Winnett Perico was able to enter a \$52 million Equity Investment Agreement after
87 considerable negotiations. See Defendant Brewer Defense Exhibit 7. The Plaintiff's principal
88 allegation about Defendants' misrepresentation of financing is not based in fact or evidence. In
89 fact, the evidence directly refutes this allegation. Jabor International entered into an Equity
90 Investment Agreement with Defendant Brewer some months after the announced financing for
91 an even larger amount than the \$11 million Plaintiff represents. The Defendants can further

92 demonstrate that on-going good faith efforts were made to secure financing after the failure of
93 the labor commitment to close. Defendant Brewer Defense Exhibit 8, 9, 10, and 11. Defendants
94 can produce additional evidence of these on-going good faith efforts to gain financing upon
95 request. These efforts continued until this litigation was served on Defendants.

96 6. On the basis of these facts alone, the Court should dismiss the case against Defendant Brewer
97 with prejudice. Defendant Brewer requests that the Court enter such an order in this case.

98 7. The original Complaint in the case is riddled with errors and unsupported, specious, hurtful, and
99 knowingly false allegations which are plainly evident to anyone with even a passing knowledge
100 of the facts, indicating Plaintiff's flawed recollection or deliberate obscuration of the facts of the
101 case and Plaintiff counsel's lack of preparation and diligence prior to filing this specious
102 Complaint. For example:

103 a. Plaintiff asserts that livestock were not seriously contemplated as part of the product
104 mix of Winnett Perico. Livestock are specifically referenced or mentioned in the
105 introductory bullet point and the second full paragraph of the Executive Summary of the
106 Business Plan and on numerous other pages throughout the Business Plan which
107 Plaintiff received from Defendants prior to his investment. See Defendant Brewer
108 Defense Exhibit 12.

109 b. Plaintiff asserts that having an office in your residence is something that should give rise
110 to suspicion. Not using funds to pay for unnecessary costs does, in fact, preserve
111 investor funds for more efficient use.

112 c. Plaintiff asserts that incorporating in Colorado, while operating in New Jersey, provides
113 evidence of some intent to defraud investors.

d. These are but a few examples of the complete list of specious and non-factual assertions which have no bearing on the basic facts of the case. These assertions are used to fill space throughout the Complaint. The Plaintiff offers not one single fact or the scantest bit of evidence of any misconduct by Defendants.

8. As to Plaintiff's first cause of action – breach of contract – Defendant Brewer asserts that no event of Default occurred as Cornhusker Capital was continuing its work under the Engagement Letter provided as Defendant Brewer Defense Exhibit 3. Further, Defendant Brewer confirmed this understanding in a telephone call with Cornhusker Capital Founder and CEO Reginald McGaugh around that time. Even if Plaintiff's incorrect assertion were accurate, Plaintiff undertook no action to notify Defendants by telephone, email, mail, nor any other means that it believed Defendants were in default. No such communication from Plaintiff or counsel has ever been received. No event of Default occurred. As a practical matter, these entities are defunct, lacking assets and operations, and of no practical value to anyone, including the Plaintiff.

9. As to Plaintiff's second cause of action – Specific Performance – Defendant Brewer reasserts the defenses mentioned in paragraph 7 b above. No order or other action on the part of the Court is justified or required.

10. As to Plaintiff's third cause of action – deceptive trade practices etc. – Defendants are permitted to advertise such actions under SEC regulations for offerings to accredited investors, see SEC Summary from its website on final page of Defendant Brewer Defense Exhibit 6. Plaintiff has offered an argument with no evidence of any deception. Further, Defendant Brewer asserts that all statements made to Plaintiff were truthful and accurate to the best of the Defendants' knowledge and belief at the time they were made. Plaintiff is attempting to make the specious

argument that Defendant Brewer knew these facts to be untrue at the time they were made. No evidence to the contrary has been presented by Plaintiff as no such evidence exists.

11. As to Plaintiff's fourth cause of action – fraud – Defendant Brewer did not receive any compensation at any time before or during Plaintiff's tenure as a shareholder in Defendants. Plaintiff has presented no evidence as to any of the "facts, promises, and guarantees" alleged by Plaintiff as there is no such evidence. See Defendant Brewer Defense Exhibit 5 (Preferred Stock Subscription Agreement) signed by Plaintiff wherein Plaintiff asserts both the required qualifications, familiarity, and sophistication to evaluate the risk of the investment made by Plaintiff. This signed Agreement further indemnifies Defendant Companies' Officers for both claims and damages, including defense costs and other damages, willfully caused by Plaintiff in bringing an action such as the specious and spiteful action absent any evidence which Plaintiff currently has before this Court.

12. As to the Plaintiff's fifth cause of action - conversion – a plain reading of only the Business Plan Executive Summary, much less the contents of the Business Plan – clearly state that funds could and may be used to support organic production of produce, grains, and meat. Plaintiff's assertions fail a common-sense reading of the Business Plan. See Defendant Brewer Defense Exhibit 12.

13. As to Plaintiff's sixth cause of action – negligent misrepresentation – a plain reading of only the Executive Summary, much less the contents of the Business Plan – clearly state that funds could, would, and may be used to support organic production of produce, grains, and meat. Plaintiff's assertions fail a common-sense reading of the Business Plan. See Defendant Brewer Defense Exhibit 12.

158 14. As to the Plaintiff's seventh cause of action – California Blue Sky Law Violations – see Defendant
159 Brewer Defense Exhibit 6. Alleged California Corporate Code violations have no place in this
160 litigation. Both Plaintiff and Defendants clearly relied on SEC Rule 506 c for this offering and
161 knowingly accepted the inherent risks of such offering. This is clearly established by Plaintiff's
162 own representations to Defendants in Defendant Brewer Defense Exhibit 5 (Preferred Stock
163 Subscription Agreement) as fully executed by Plaintiff.

164 15. As to Plaintiff's eight cause of action – declaratory relief – the Plaintiff has offered no evidence
165 as to any harm to Plaintiff by any of Defendants actions, which were, at all times, reasonable,
166 proper, and in compliance with the laws, rules, rules, regulations, and common practices
167 governing the offering. A plain reading of the actual evidence presented in Defendant Brewer's
168 presentation of the facts of the case directly and specifically refutes the arguments offered by
169 Plaintiff, which Plaintiff offered no evidence of any kind whatsoever to the Court to back any of
170 its causes of action. The filing of this Complaint by Plaintiff was willfully reckless, devoid of facts,
171 proof or evidence, and is directly and specifically contradicted by the entirety of Defendants'
172 evidence, as provided in Defendant Brewer Defense Exhibits in this case.

173 16. Defendant Brewer requests this litigation be immediately dismissed with prejudice by the Court
174 and respectfully requests that the Court order the Plaintiff to pay the following compensatory
175 and punitive damages. That Defendant Brewer be awarded compensatory damages for this
176 specious lawsuit in the amount of \$250 for actual time and costs incurred in defense of this
177 litigation and punitive damages against Plaintiff in the amount of \$10,000 to deter Plaintiff from
178 filing such specious and unfounded actions in the future.

179 Respectfully submitted by Defendant Dennis Brewer, on his own behalf

Defendant Brewer Defense Exhibit


1. Business Search Results – Colorado Secretary of State

sos.state.co.us/biz/BusinessEntityCriteriaExt.do

Business Search Results

Click on the ID Number to select your record.

Found 16 matching record(s). Viewing page 1 of 1.

#	<u>ID Number</u>	<u>Document Number</u>	<u>Name</u> 	<u>Event</u>	<u>Status</u>	<u>Form</u>	<u>Formation Date</u>
1	20151720483	20171372343	Winnett Cattle Company, Inc.	Articles of Amendment	Name Changed	DPC	11/06/2015
2	20151720483		Winnett Cattle Company, Inc., Delinquent April 1, 2020	Batch Event	Delinquent	DPC	11/06/2015
3	20151724050	20191419244	Winnett Friona Cattle Company Inc	Articles of Amendment	Name Changed	DPC	11/09/2015
4	20151724050		Winnett Friona Cattle Company Inc, Delinquent April 1, 2020	Batch Event	Delinquent	DPC	11/09/2015
5	20051281345	20051281345	Winnett, LLC	Articles of Organization	Name Changed	DLLC	07/22/2005
6	20051281345		Winnett, LLC, Delinquent January 1, 2009	Batch Event	Delinquent	DLLC	07/22/2005
7	20151720473	20171473001	Winnett Logistics, Inc.	Articles of Amendment	Name Changed	DPC	11/06/2015
8	20151720473		Winnett Logistics, Inc., Delinquent April 1, 2020	Batch Event	Delinquent	DPC	11/06/2015
9	20121579260	20121579260	WINNETT PERICO, INC.	Articles of Incorporation	Name Changed	DPC	10/22/2012
10	20121579260		WINNETT PERICO, INC., Delinquent March 1, 2020	Batch Event	Delinquent	DPC	10/22/2012
11	20151720473	20151720473	Winnett Perico Logistics, Inc.	Articles of Incorporation	Name Changed	DPC	11/06/2015
12	20151724050	20151724050	Winnett Sustainable Ag Lands, Inc.	Articles of Incorporation	Name Changed	DPC	11/09/2015
13	20151720483	20151720483	WinnettOrganics Cattle Company, Inc.	Articles of Incorporation	Name Changed	DPC	11/06/2015
14	20151724050	20171475083	WinnettOrganics Cattle Company, Inc.	Articles of Amendment	Name Changed	DPC	11/09/2015
15	20151435632	20151435632	WinnettOrganics, Inc.	Articles of Incorporation	Name Changed	DPC	07/02/2015
16	20151435632		WinnettOrganics, Inc., Delinquent December 1, 2019	Batch Event	Delinquent	DPC	07/02/2015

Defendant Brewer Defense Exhibit

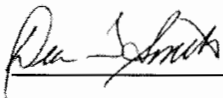
2. Smith/Winnett Perico Note dated February 1, 2019

Dean Smith financing and investment terms & conditions - Winnett Perico

February 1, 2019

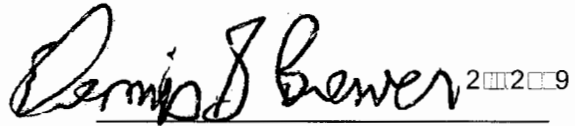
- This agreement replaces that certain agreement dated July 26, 2018 entitled "Dean Smith financing and investment terms & conditions - Winnett Perico"
- Dean Smith will fund \$5,000.00 to Winnett Perico on February 1, 2019.
- Winnett Perico has until seven days after Closing of a financing exceeding \$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

 2019

Dennis Brewer - DATE



Feb 01, 2019

Diana F. Smith - DATE

(Witness)

Notary - DATE

Defendant Brewer Defense Exhibit

3. Cornhusker Capital Engagement Letter



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Engagement Letter
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January 24, 2019

CONFIDENTIAL

Dennis Brewer
Chief Executive Officer
Winnett Cattle Company, Inc.
12725 West Indian School Road, Suite E-101,
Avondale AZ 85392

Dear Mr. Brewer,

This Agreement (the "Agreement") confirms the understanding between Winnett Cattle Company, Inc. and its affiliates (collectively, "Client") and Cornhusker Capital, LLC ("Advisor") as follows:

- 1) **Engagement Scope.** Advisor shall have the exclusive right to represent and assist Client in identifying parties interested in providing funding or financing for Client's business by means of any debt, equity or business combination including, but not limited to, joint venture, merger, acquisition, recapitalization and licensing agreements (any of which shall constitute a "Financing"). Advisor agrees to use its best efforts, consistent with customary practice, to identify and consummate a Financing as soon as practicable. Each party who becomes aware of Client's desire to affect a Financing during the term of this Agreement and is first introduced by Advisor to Client during the term of this Agreement shall be referred to as a "Prospective Party." Prospective Parties may include Client's existing financing sources and or merger and acquisition prospects, except those identified on Schedule A or otherwise excluded from this Agreement ("Excluded Parties"). Excluded Parties identified on the attached Schedule A are excluded from any Success Fee, and Advisor acknowledges that other advisors or brokers may be entitled to a fee as the result of completion of a Financing with an Excluded Party or Parties.
- 2) **Information.** Client or its representatives shall furnish accurate and complete financial and other information regarding Client's business (collectively, "Information"). Client represents and warrants that such Information shall be true and correct at the time furnished, and Client will promptly inform Advisor of any changes in the accuracy of Information. Advisor will rely upon the Information and shall have no obligation to independently verify the accuracy of the Information or assume responsibility for the accuracy or completeness of the Information. Client may furnish Advisor with certain Information concerning Client that is confidential and proprietary in nature, and Advisor agrees that identified information shall be treated as confidential (the "Confidential Information") during the term of the Agreement and for a period of three (3) years following the termination of the Agreement. Advisor shall not use Confidential Information for its own purpose or benefit or disclose Confidential Information to another person or entity except to an Advisor Connected Party pursuant to a confidentiality agreement executed by Client and the Advisor Connected Party. If a Financing is consummated and completed with an Advisor Connected Party during the term of this Agreement, Advisor may, at its option and expense, publish appropriate credit for its Services to Client, including placing a "tombstone" announcement in such newspapers and periodicals as it may select.
- 3) **Services.** Advisor's services will include, if appropriate and if reasonably requested by Client reviewing the Client's financial condition, operations, competitive environment, prospects, and related matters for potential investors; (a) preparing the information package or confidential information memorandum if required to offer a Financing to a Prospective Party; (b) soliciting, coordinating, and evaluating indications of interest and proposals, offers regarding a Transaction; (c) advising Client as to the structure, value and merit of a Financing; and (d) providing such other financial advisory and investment banking services reasonably necessary to accomplish the foregoing. Client hereby authorizes the Advisor to send Prospective Parties the



information package and other pertinent information concerning the Financing. Client has the final decision on all important transaction matters, such as the final approval of the terms of a Financing and whether to engage Prospective Parties in further negotiations.

- 4) **Term.** This Agreement shall have an initial term of 180 days from the date of execution of this Agreement set forth above and said term shall continue thereafter until this Agreement is terminated by either party upon thirty (30) days' prior written notice (the "Term").
- 5) **Right of Refusal.** Client shall have the sole and absolute right to accept or reject any offer received from any Prospective Parties and any Success Fee (defined below) shall be payable by Client to Advisor only if a Financing is consummated with an Advisor Connected Party.
- 6) **Retainer and Deliverables:** Client shall pay Advisor a Retainer of \$2,500 to compensate Advisor for the initial time and effort in performing its obligations outlined in this Agreement. All right, title and interests in and to all Deliverables under this Agreement shall be owned exclusively by Client. In exchange for the consideration provided hereunder, Advisor's responsibilities include:
 - a) Preparation and updating of Comprehensive Information Memorandum (CIM), Investor Presentation and, complying with applicable federal and state securities laws and regulations
 - b) Setup, monitor and maintain Virtual data room
 - c) Providing access to Client to CapIQ and Pitchbook Reports for competitor and PE/VC fund analysis (Ongoing)
 - d) Providing access to Client to IBIS Market Reports (Ongoing)
 - e) Preparation and maintenance of Axial Markets Profile for a Capital Raise/M&A in accordance with applicable federal and state securities laws and regulations
 - f) Preparation and maintenance of DealNexus Profile for a Capital Raise/M&A in accordance with applicable federal and state securities laws and regulations; and
 - g) Lists of targeted investors/acquirers
- 7) **Success Fee.** In the event that a Financing is consummated with one or more Advisor Connected Parties, Client shall pay to Advisor from the proceeds of such Financing a fee ("Success Fee") as follows:
 - a) If Financing is a loan to Client, the repayment of which is pursuant to Senior Debt: Two-percent (2.0%) of the funded amount of such Senior Debt Financing loaned by the Advisor Connected Party.
 - b) If Financing is a loan to Client, the repayment of which is pursuant to Subordinated Debt: Two-percent (2.0%) of the funded amount of such Subordinated Debt Financing loaned by the Advisor Connected Party.
 - c) If Financing is purchase of Equity: Two-percent (2.0%) of the funded amount of any Equity Purchase by the Advisor Connected party.
 - d) If Financing is a Business Combination: Two-percent (2.0%) of the funded amount of any economic value received by Client from such Business Combination. Economic value is the total consideration paid by an Advisor Connected Party to the Client including, but not limited to, cash, marketable, stock, contract payments (such as employment, earn-outs as determined by cumulative economic value of Client's and prospective acquirer's mid-point projected pay-out, rental, royalty, license) in excess of historical amounts or prevailing arm's length terms and company property retained by the Client. In the event consideration paid is not cash, the Advisor will accept payment of the Success Fee in the form the consideration is received.



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The Success Fee shall be paid from the actual proceeds of a Financing which is consummated during the Term of this Agreement or during the six-month period following the termination of this Agreement, if such Financing was unconditionally committed to in writing by Client and the Advisor Connected Party prior to termination of this Agreement with an Advisor Connected Party. The Advisor shall not be entitled to a Success Fee should the Client consummate a transaction with an Excluded Party. The Success Fee is paid at closing directly by the funding source.

- 8) **Indemnification.** If Advisor or any of its employees providing services to Client under this Agreement ("Employees") becomes involved in any way in any legal or administrative proceeding related to the Services performed hereunder as a direct result of Client's gross negligence, bad faith, illegal acts, or willful misfeasance, Client will indemnify, defend and hold Advisor and any such person harmless from all damage and expenses (including reasonable attorney's fees and expenses and court costs) incurred in connection therewith. For the avoidance of doubt, Client shall have no indemnification obligation except as explicitly set forth in this Section 8, including, without limitation, to the extent any damage or expenses result from the negligence, bad faith, illegal acts, willful misfeasance or reckless disregard of the obligations or duties of Advisor hereunder or under applicable state or federal laws, rules or regulation. If Client becomes involved in any way in any legal or administrative proceeding related to the Services performed hereunder as a direct result of Advisor's or Employees' gross negligence, bad faith, illegal acts, willful misfeasance, or breach of this Agreement, Advisor will indemnify, defend and hold Client harmless from all damage and expenses (including reasonable attorney's fees and expenses and court costs) incurred in connection therewith.
- 9) **No Representations.** Advisor makes no representations, expressed or implied, that it will affect a Financing as a result of the Services furnished under this Agreement. Except as otherwise expressed herein, the duties of Advisor shall not include legal or accounting services, which shall be procured by Client at its own expense.
- 10) **Arbitration & Mediation.** This Agreement shall be governed by the laws of the State of Florida, without regard to the conflict of laws principles. In the event of any dispute, claim, or disagreement arising from or relating to this Agreement or the breach thereof, the parties agree to use all reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, they agree to consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days, then the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Any controversy or claim arising from or relating to this contract or breach thereof not resolved by mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties further agree that the mediation or arbitration shall take place in Miami, FL. The Client shall have the sole right, at its sole discretion, to select both a mediator and an arbitrator from a list designated by the office of the American Arbitration Association in Miami, FL. The arbitrator is empowered to grant only such relief as would be available in a court of law. The fees and expenses of the arbitrator shall initially be borne equally by the parties. Judgment may be entered on the award of the arbitrator in any court having jurisdiction. The prevailing party in the arbitration proceeding as determined by the arbitrator, and in any enforcement or other court proceedings, shall be entitled, to the extent provided by law, to reimbursement from the other party for all of the prevailing party's reasonable costs (including but not limited to the arbitrator's compensation), reasonable expenses and reasonable attorney's fees.
- 11) **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to its subject matter and merges and supersedes all prior discussions, agreements and understanding of every kind of nature between them. This Agreement may not be changed or modified except by agreement in writing, signed by the party to be bound thereby.



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By signing this Agreement, the signing party represents that he or she has unconditional authority to enter into this Agreement on behalf of Client or Advisor, as the case may be. This is the entire Agreement between the parties pertaining to its subject matter and supersedes all prior agreements, representations and understandings of the parties. No modification of this Agreement shall be binding unless agreed in writing by the parties.

Cornhusker Capital, LLC

Very truly yours,

Reginald McGaugh, Founder & CEO

Accepted and agreed to this __22nd__ day of January 2019.

Winnett Cattle Company, Inc..

Dennis Brewer
Chief Executive Officer



Schedule A

1. Existing Shareholders
 2. Wimmer Financial, London, and any party introduced by Wimmer Financial
 3. High Street Capital, Chicago
 4. AGR Partners, Davis, CA
 5. Peterson Partners, Salt Lake City
 6. Istithmar World, UAE
-

Defendant Brewer Defense Exhibit

4. Smith Accredited Investor Notification

To Whom It May Concern:

June 4th, 2015

I am a licensed attorney in good standing under the laws of the jurisdictions in which I am admitted to practice law. I have been engaged by Verify Investor, LLC to analyze whether **Dean T. Smith** (the "Investor") is an "accredited investor", as defined in Rule 501 of Regulation D of the Securities Act of 1933.

In conducting the analysis, I reviewed information provided by the Investor, including certifications as to certain information and supporting documentation that the Investor uploaded to VerifyInvestor.com. I have taken "reasonable steps" as outlined by the Securities and Exchange Commission in conducting this analysis.

I am pleased to confirm that the Investor has been verified as an "accredited investor" as defined in Rule 501 of Regulation D of the Securities Act of 1933.

Please note that this verification of "accredited investor" status expires on **September 2nd, 2015**. To re-order verification services in the future, please visit VerifyInvestor.com. If an investor has been previously verified by VerifyInvestor.com, the verification process may be quicker and be less work for the investor.

Sincerely,

A handwritten signature in cursive script that reads "Beau Davis".

Beau Davis, CA Bar #270204

VerifyInvestor Logo

Defendant Brewer Defense Exhibit

5. Smith Preferred Stock Subscription Agreement, Check, and Stock Certificate Copy

PREFERRED STOCK SUBSCRIPTION AGREEMENT

The undersigned hereby offers to subscribe for the number of shares of Series A Preferred Stock (the "Shares") of Winnett Perico, Inc. (the "Company") set forth on the signature page of this Subscription Agreement.

By execution of this Subscription Agreement, the undersigned hereby acknowledges that the undersigned understands that the Company is relying upon the accuracy and completeness hereof in complying with its obligations under applicable federal and state securities laws. The undersigned further acknowledges and certifies that the undersigned received and read the Business Plan of the Company and any supplements thereto (the "Business Plan"), and the undersigned is familiar with the terms and provisions thereof.

The undersigned agrees and represents as follows:

1. **Representations, Warranties and Agreements.**

The undersigned hereby represents and warrants to, and agrees with, the Company, as follows:

(a) That the undersigned is aware of the following:

(1) The Shares are speculative investments which involve a substantial degree of risk of loss by the undersigned of the undersigned's entire investment in the Company and that the undersigned understands and takes full cognizance of the risk factors related to the purchase of the Shares, including, but not limited to those set forth in the Business Plan;

(2) The Company is newly formed and has been operating at a loss and may do so for the foreseeable future.

(3) There are significant restrictions on the transferability of the Shares; the Shares will not be, and the investors will have no rights to require that the Shares be registered under the Securities Act of 1933 (the "Act") or any state securities laws; there is no public market for the Shares and none is expected to develop; and, accordingly, it may not be possible for the undersigned to liquidate the undersigned's investment in the Company;

(4) No federal or state agency has made any findings as to the fairness of the terms of the offering; and

(5) Any projections or predictions that may have been made available to investors are based on estimates, assumptions and forecasts which may prove to be incorrect; and no assurance is given that actual results will correspond with the results contemplated by the various projections;

(b) That at no time has it been explicitly or implicitly represented, guaranteed or warranted to the undersigned by the Company, the agents and employees of the Company, or any other person: (1) That the undersigned will or will not have to remain as owner of the Shares an exact or approximate length of time; (2) That a percentage of profit and/or amount or type of

consideration will be realized as a result of this investment; (3) That any cash dividends from Company operations or otherwise will be made to shareholders by any specific date or will be made at all; or (4) That any specific tax benefits will accrue as a result of an investment in the Company;

(c) That the undersigned is financially responsible, able to meet all obligations hereunder, and acknowledges that this investment will be long-term and is by nature speculative;

(d) That the undersigned has received and carefully read and is familiar with the Business Plan, this Subscription Agreement, and all other documents in connection therewith, and the undersigned confirms that all documents, records and books pertaining to the investment in the Company have been made available to the undersigned and/or to the undersigned's personal investment, tax and legal advisers, if such advisers were utilized by the undersigned;

(e) That the undersigned has relied only on the information contained in the Business Plan and that no written or oral representation or information that is in any way inconsistent with the Business Plan and has been made or furnished to the undersigned or to the undersigned's purchaser representative in connection with the offering of the Shares, and if so made, has not been relied upon;

(f) That the undersigned is capable of bearing the high degree of economic risks and burdens of this venture including, but not limited to, the possibility of complete loss of investment and the lack of a public market which may make it impossible to readily liquidate the investment whenever desired;

(g) That the undersigned is an "accredited investor" as that term is defined in Regulation D under the Act or is otherwise a sophisticated, knowledgeable investor (either alone or with the aid of a purchaser representative) with adequate net worth and income for this investment;

(h) That the undersigned has knowledge and experience in financial and business matters (either alone or with the aid of a purchaser representative), is capable of evaluating the merits and risks of an investment in the Company and its proposed activities and has carefully considered the suitability of an investment in the Company for the undersigned's particular financial situation, and has determined that the Shares are a suitable investment;

(i) That the offer to sell Shares was communicated to the undersigned by the Company in such a manner that the undersigned was able to ask questions of and receive answers from the Company concerning the terms and conditions of this transaction and that at no time was the undersigned presented with or solicited by any leaflet, public promotional meeting, newspaper or magazine article, radio or television advertisement or any other form of advertising or general solicitation;

(j) That the Shares for which the undersigned hereby subscribes are being acquired solely for the undersigned's own account, for investment, and are not being purchased with a view to or for the resale, distribution, subdivision or fractionalization thereof; and the

undersigned agrees that such Shares will not be sold without registration under the Act or an exemption therefrom. In furtherance thereof, the undersigned will not sell, hypothecate or otherwise transfer the undersigned's Shares unless the Shares are registered under the Act and qualified under applicable state securities laws or unless, in the opinion of the Company, an exemption from the registration requirements of the Act and such laws is available;

(k) That the undersigned has had prior personal or business relationships with the Company or its affiliates, or by reason of the undersigned's business or financial experience (either alone or with the aid of a purchaser representative), the undersigned has the capacity to protect the undersigned's own interest in connection with this transaction;

(l) That the undersigned has been advised to consult with the undersigned's own attorney regarding legal matters concerning an investment in the Company and has done so to the extent the undersigned considers necessary;

(m) That the undersigned acknowledges that the Business Plan reflects the Company's current intentions and estimates at the current time, and as with any developing company, the precise elements of the Company's plans can be expected to change from time to time.

2. Indemnification. The undersigned shall indemnify, defend and hold harmless the Company, and any officers, employees, shareholders, partners, agents, directors or controlling persons of the Company (collectively the "Indemnified Parties" and individually an "Indemnified Party") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, against losses, liabilities and expenses of each Indemnified Party (including attorneys' fees, judgments, fines and amounts paid in settlement, payable as incurred) incurred by such person or entity in connection with such action, arbitration, suit or proceeding, by reason of or arising from (i) any misrepresentation or misstatement of facts or omission to represent or state facts made by the undersigned, including, without limitation, the information in this Subscription Agreement, or (ii) litigation or other proceeding brought by the undersigned against one or more Indemnified Party wherein the Indemnified Party is the prevailing party.

3. Entity Investors. If the undersigned is an entity, trust, pension fund or IRA account (an "Entity"), the Entity and the person signing on its behalf represent and warrant that: (i) such Entity is an existing entity, and has not been organized or reorganized for the purpose of making this investment (or if not true, such fact shall be disclosed to the Company in writing along with information concerning the beneficial owners of the Entity), (ii) the undersigned has the authority to execute this Subscription Agreement, and any other documents in connection with an investment in the Shares, on the Entity's behalf, (iii) the Entity has the power, right and authority to invest in the Shares and enter into the transactions contemplated thereby, and that the investment is suitable and appropriate for the Entity and its beneficiaries (given the risks and illiquid nature of the investment) and (iv) all documents executed by the entity in connection with the Company are valid and binding documents or agreements of the Entity enforceable in accordance with their terms.

4. Revocation. The undersigned agrees that the undersigned may not cancel, terminate or revoke the offer to subscribe for shares for a period of 120 days or any agreement hereunder at any time and that this Agreement shall survive the death or disability of the undersigned and shall be binding upon the undersigned's heirs, executors, administrators, beneficiaries, successors and assigns.

5. Certain Securities Law Matters.

(a) The Shares shall not be sold, assigned, transferred or pledged except upon satisfaction of the conditions specified in this Section 5, which conditions are intended to ensure compliance with the provisions of the Act. The undersigned will cause any proposed purchaser, assignee, transferee or pledgee of the Shares held by the undersigned to agree to take and hold such securities subject to the provisions and conditions of this Section 5.

(b) Each certificate representing (i) the Shares and (ii) any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall (unless otherwise permitted by the provisions of Section 5(c) below) be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required under applicable state securities laws):

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

The undersigned consents to the Company making a notation on its records and giving instructions to any transfer agent of the Shares in order to implement the restrictions on transfer established in this Section 5.

(c) The undersigned agrees to comply in all respects with the provisions of this Section 5. Prior to any proposed sale, assignment, transfer or pledge of any Shares, unless there is in effect a registration statement under the Act covering the proposed transfer, the undersigned thereof shall give written notice to the Company of the undersigned's intention to effect such transfer, sale, assignment or pledge. Each such notice shall describe the manner and circumstances of the proposed transfer, sale, assignment or pledge in sufficient detail, and shall be accompanied, at the undersigned's expense evidence satisfactory to the Company the effect

that the proposed transfer of the Shares may be effected without registration under the Act or applicable state securities law.

6. Investor Information

The Company may only accept subscriptions from persons who meet certain suitability standards. Therefore, certain information is requested below.

Name: Preferred Trust Company LLC FBO Dean Smith Trad IRA 404000191

Address: 2471 W. Horizon Ridge Pkwy., Suite 100 Henderson, NV 89052

Telephone Number:

Email: dean@whitewolfproperties.com

(a) I hereby certify that I am an Accredited Investor as defined under Rule 501 of Regulation D of the Securities Act of 1933.

In furnishing the above information, I acknowledge that the Company will be relying thereon in determining, among other things, whether there are reasonable grounds to believe that I qualify as a purchaser under applicable securities laws for the purposes of the proposed investment.

7. Miscellaneous.

(a) All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Company at the address set forth on the signature page hereof and to the undersigned at the address set forth above.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without reference to conflict of law principles.

(c) This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings, representations, warranties or agreements (whether oral or written) and may be amended only by a writing executed by all parties.

(d) The undersigned acknowledges that the Company may, in its sole and absolute discretion, accept or reject this subscription offer in whole or in part.

8. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS THE SECURITIES ARE REGISTERED UNDER THE ACT OR AN EXEMPTION THEREFROM IS AVAILABLE.

9. Certification.

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

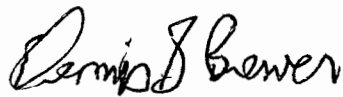
IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this _____ day of July, 2015 for the purchase of TEN THOUSAND (10,000) Shares Subscribed for at \$10.00 per share. Total purchase price ONE HUNDRED THOUSAND Dollars (\$100,000.00).

Dean Smith:

Signature

Accepted by Company:

Winnett Perico, Inc.



By Dennis S. Brewer

It's Chief Executive Officer

Date: July 29, 2015

1635 Foxtrail Drive, M/S 352
Loveland, CO 80538


Telephone: 970-744-3205

9. Certification.

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

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 29th day of July, 2015 for the purchase of TEN THOUSAND (10,000) Shares Subscribed for at \$10.00 per share. Total purchase price ONE HUNDRED THOUSAND Dollars (\$100,000.00).

Dean Smith:

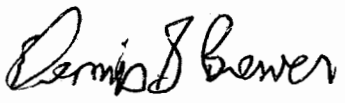


Signature

July 29, 2015

Accepted by Company:

Winnett Perico, Inc.



By Dennis S. Brewer

It's Chief Executive Officer

Date: July 29, 2015

1635 Foxtrail Drive, M/S 352
Loveland, CO 80538

Telephone: 970-744-3205



Preferred
Trust Company, LLC
2471 W. Horizon Ridge Parkway, Ste. 100
Henderson, NV 89052

BANK OF AMERICA MERRILL LYNCH
6900 WESTCLIFF DRIVE
LAS VEGAS, NV 89145

17636

17637

DATE 07/30/2015

AMOUNT 100,000.00

One hundred thousand and 00/100

Pay

to the Order of:

WINNETT PERICO INC
ATTN: DENNIS BREWER
450 ISLAND ROAD #35
RAMSEY NJ 07446

[Signature]

MP

⑈017637⑈ ⑆122400724⑆501014778432⑈

PREFERRED TRUST COMPANY, LLC

17637

DATE: 07/30/2015

CHECK NO: 17636

ACCOUNT NAME:

AMOUNT OF CHECK: 100,000.00

ACCOUNT NUMBER: 404000191 - Smith, Dean T., Traditional ...

PAYEE: Winnett Perico, Inc

DESCRIPTION:

Purchased 10,000 par value @ \$10.0000
of Winnett Perico, Inc_PP201 of Winnett...

Certificate

No. 005

For 60,000 Series A Preferred
Shares

Issued to

Preferred Trust Company, LLC
fbo Dean Smith 404000191
Traditional IRA

Dated 9/27//2015

From whom transferred

Dated

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

Received Certificate No. _____

For _____ *Shares*

this _____ *day of* _____

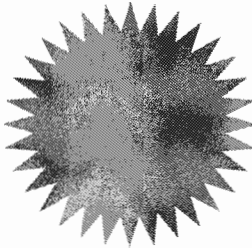
No. 005

Series A Preferred Shares

\$1.67 Par Value

Winnett Perico, Inc.

This Certifies that Preferred Trust Company, LLC fbo Dean Smith 404000191 Traditional IRA is the registered holder of Sixty Thousand Shares of the Series A Preferred Capital Stock transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.



In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officer this 27th day of September, A.D. 2015.

Devin J. Brewer

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

For Value Received, _____

_____ hereby self, assign and transfer unto

Certificate, and do hereby irrevocably constitute and appoint _____

Shares represented by the within

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

Attorney to transfer the said Shares on

Dated _____

In presence of _____

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

Defendant Brewer Defense Exhibit

6. SEC Form D As Filed By Winnett Perico Evidencing Stock Sale To Smith

The Securities and Exchange Commission has not necessarily reviewed the information in this filing and has not determined if it is accurate and complete.

The reader should not assume that the information is accurate and complete.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM D**Notice of Exempt Offering of Securities****OMB APPROVAL**

OMB Number: 3235-0076
Estimated average burden
hours per response: 4.00

1. Issuer's Identity

CIK (Filer ID Number)

Previous
Names☒ None

Entity Type

0001652447

Name of Issuer

Winnett Perico, Inc.

Jurisdiction of
Incorporation/Organization

COLORADO

Year of Incorporation/Organization

☐ Over Five Years Ago☒ Within Last Five Years (Specify Year) 2012☐ Yet to Be Formed☒ Corporation☐ Limited Partnership☐ Limited Liability Company☐ General Partnership☐ Business Trust☐ Other (Specify)**2. Principal Place of Business and Contact Information**

Name of Issuer

Winnett Perico, Inc.

Street Address 1

5151 EAST BROADWAY BLVD

Street Address 2

SUITE 1600

City

TUCSON

State/Province/Country

ARIZONA

ZIP/PostalCode

85711

Phone Number of Issuer

520-745-4403

3. Related Persons

Last Name

Brewer

First Name

Dennis

Middle Name

Street Address 1

450 Island Road #35

Street Address 2

City

Ramsey

State/Province/Country

NEW JERSEY

ZIP/PostalCode

07446

Relationship: ☒ Executive Officer ☐ Director ☐ Promoter

Clarification of Response (if Necessary):

4. Industry Group☒ Agriculture

Health Care

☐ Retailing

<input type="checkbox"/> Banking & Financial Services	<input type="checkbox"/> Biotechnology	<input type="checkbox"/>
<input type="checkbox"/> Commercial Banking	<input type="checkbox"/> Health Insurance	<input type="checkbox"/> Restaurants
<input type="checkbox"/> Insurance	<input type="checkbox"/> Hospitals & Physicians	<input type="checkbox"/> Technology
<input type="checkbox"/> Investing	<input type="checkbox"/> Pharmaceuticals	<input type="checkbox"/> Computers
<input type="checkbox"/> Investment Banking	<input type="checkbox"/> Other Health Care	<input type="checkbox"/> Telecommunications
<input type="checkbox"/> Pooled Investment Fund	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Other Technology
Is the issuer registered as an investment company under the Investment Company Act of 1940?	<input type="checkbox"/> Real Estate	<input type="checkbox"/> Travel
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Commercial	<input type="checkbox"/> Airlines & Airports
<input type="checkbox"/> Other Banking & Financial Services	<input type="checkbox"/> Construction	<input type="checkbox"/> Lodging & Conventions
<input type="checkbox"/> Business Services	<input type="checkbox"/> REITS & Finance	<input type="checkbox"/> Tourism & Travel Services
Energy	<input type="checkbox"/> Residential	<input type="checkbox"/> Other Travel
<input type="checkbox"/> Coal Mining	<input type="checkbox"/> Other Real Estate	<input type="checkbox"/> Other
<input type="checkbox"/> Electric Utilities		
<input type="checkbox"/> Energy Conservation		
<input type="checkbox"/> Environmental Services		
<input type="checkbox"/> Oil & Gas		
<input type="checkbox"/> Other Energy		

5. Issuer Size

Revenue Range	OR	Aggregate Net Asset Value Range
<input checked="" type="checkbox"/> No Revenues		<input type="checkbox"/> No Aggregate Net Asset Value
<input type="checkbox"/> \$1 - \$1,000,000		<input type="checkbox"/> \$1 - \$5,000,000
<input type="checkbox"/> \$1,000,001 - \$5,000,000		<input type="checkbox"/> \$5,000,001 - \$25,000,000
<input type="checkbox"/> \$5,000,001 - \$25,000,000		<input type="checkbox"/> \$25,000,001 - \$50,000,000
<input type="checkbox"/> \$25,000,001 - \$100,000,000		<input type="checkbox"/> \$50,000,001 - \$100,000,000
<input type="checkbox"/> Over \$100,000,000		<input type="checkbox"/> Over \$100,000,000
<input type="checkbox"/> Decline to Disclose		<input type="checkbox"/> Decline to Disclose
<input type="checkbox"/> Not Applicable		<input type="checkbox"/> Not Applicable

6. Federal Exemption(s) and Exclusion(s) Claimed (select all that apply)

<input type="checkbox"/> Rule 504(b)(1) (not (i), (ii) or (iii))	<input type="checkbox"/> Investment Company Act Section 3(c)
<input type="checkbox"/> Rule 504 (b)(1)(i)	<input type="checkbox"/> Section 3(c)(1) <input type="checkbox"/> Section 3(c)(9)
<input type="checkbox"/> Rule 504 (b)(1)(ii)	<input type="checkbox"/> Section 3(c)(2) <input type="checkbox"/> Section 3(c)(10)
<input type="checkbox"/> Rule 504 (b)(1)(iii)	<input type="checkbox"/> Section 3(c)(3) <input type="checkbox"/> Section 3(c)(11)
<input type="checkbox"/> Rule 505	<input type="checkbox"/> Section 3(c)(4) <input type="checkbox"/> Section 3(c)(12)
<input type="checkbox"/> Rule 506(b)	

☒ Rule 506(c) ☐ Section 3(c)(5) ☐ Section 3(c)(13)
☐ Securities Act Section 4(a)(5) ☐ Section 3(c)(6) ☐ Section 3(c)(14)
☐ Section 3(c)(7)

7. Type of Filing

☒ New Notice Date of First Sale 2015-08-17 ☐ First Sale Yet to Occur
☐ Amendment

8. Duration of Offering

Does the Issuer intend this offering to last more than one year? ☐ Yes ☒ No

9. Type(s) of Securities Offered (select all that apply)

☒ Equity ☐ Pooled Investment Fund Interests
☐ Debt ☐ Tenant-in-Common Securities
☐ Option, Warrant or Other Right to Acquire Another Security ☐ Mineral Property Securities
☐ Security to be Acquired Upon Exercise of Option, Warrant or Other Right to Acquire Security ☐ Other (describe)

10. Business Combination Transaction

Is this offering being made in connection with a business combination transaction, such as a merger, acquisition or exchange offer? ☐ Yes ☒ No

Clarification of Response (if Necessary):

11. Minimum Investment

Minimum investment accepted from any outside investor \$10,000 USD

12. Sales Compensation

Recipient	Recipient CRD Number <input checked="" type="checkbox"/> None	
(Associated) Broker or Dealer <input checked="" type="checkbox"/> None	(Associated) Broker or Dealer CRD Number <input checked="" type="checkbox"/> None	
Street Address 1	Street Address 2	
City	State/Province/Country	ZIP/Postal Code
State(s) of Solicitation (select all that apply) Check "All States" or check individual States	<input type="checkbox"/> All States <input type="checkbox"/> Foreign/non-US	

13. Offering and Sales Amounts

Total Offering Amount USD or ☒ Indefinite
 Total Amount Sold \$100,000 USD
 Total Remaining to be Sold USD or ☒ Indefinite

Clarification of Response (if Necessary):

☐ Select if securities in the offering have been or may be sold to persons who do not qualify as accredited investors, and enter the number of such non-accredited investors who already have invested in the offering.

Regardless of whether securities in the offering have been or may be sold to persons who do not qualify as accredited investors, enter the total number of investors who already have invested in the offering:

15. Sales Commissions & Finder's Fees Expenses

Provide separately the amounts of sales commissions and finders fees expenses, if any. If the amount of an expenditure is not known, provide an estimate and check the box next to the amount.

Sales Commissions \$0 USD ☐ Estimate

Finders' Fees \$0 USD ☐ Estimate

Clarification of Response (if Necessary):

16. Use of Proceeds

Provide the amount of the gross proceeds of the offering that has been or is proposed to be used for payments to any of the persons required to be named as executive officers, directors or promoters in response to Item 3 above. If the amount is unknown, provide an estimate and check the box next to the amount.

\$0 USD ☐ Estimate

Clarification of Response (if Necessary):

Signature and Submission

Please verify the information you have entered and review the Terms of Submission below before signing and clicking SUBMIT below to file this notice.

Terms of Submission

In submitting this notice, each issuer named above is:

- Notifying the SEC and/or each State in which this notice is filed of the offering of securities described and undertaking to furnish them, upon written request, in the accordance with applicable law, the information furnished to offerees.*
- Irrevocably appointing each of the Secretary of the SEC and, the Securities Administrator or other legally designated officer of the State in which the issuer maintains its principal place of business and any State in which this notice is filed, as its agents for service of process, and agreeing that these persons may accept service on its behalf, of any notice, process or pleading, and further agreeing that such service may be made by registered or certified mail, in any Federal or state action, administrative proceeding, or arbitration brought against the issuer in any place subject to the jurisdiction of the United States, if the action, proceeding or arbitration (a) arises out of any activity in connection with the offering of securities that is the subject of this notice, and (b) is founded, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these statutes, or (ii) the laws of the State in which the issuer maintains its principal place of business or any State in which this notice is filed.
- Certifying that, if the issuer is claiming a Regulation D exemption for the offering, the issuer is not disqualified from relying on Regulation D for one of the reasons stated in Rule 505(b)(2)(iii) or Rule 506(d).

Each Issuer identified above has read this notice, knows the contents to be true, and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person.

For signature, type in the signer's name or other letters or characters adopted or authorized as the signer's signature.

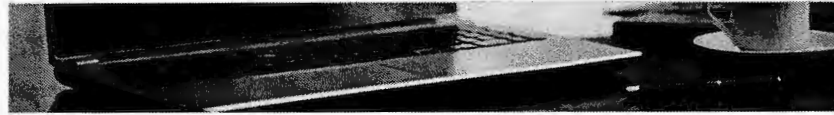
Case 2:19-cv-01918-TLN-D3 Document 21 Filed 09/08/21 Page 28 of 286	Issue	Signature	Name of Signer	Title	Date
	Winnett Perico, Inc.	Dennis Brewer	Dennis Brewer	CEO	2015-09-04

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.

* This undertaking does not affect any limits Section 102(a) of the National Securities Markets Improvement Act of 1996 ("NSMIA") [Pub. L. No. 104-290, 110 Stat. 3416 (Oct. 11, 1996)] imposes on the ability of States to require information. As a result, if the securities that are the subject of this Form D are "covered securities" for purposes of NSMIA, whether in all instances or due to the nature of the offering that is the subject of this Form D, States cannot routinely require offering materials under this undertaking or otherwise and can require offering materials only to the extent NSMIA permits them to do so under NSMIA's preservation of their anti-fraud authority.

SEC Rule 506 c

sec.gov/smallbusiness/exemptofferings/rule506c



Rule 506(c) permits issuers to broadly solicit and generally advertise an offering, provided that:

- all purchasers in the offering are accredited investors
- the issuer takes reasonable steps to verify purchasers' accredited investor status and
- certain other conditions in Regulation D are satisfied

Purchasers in a Rule 506(c) offering receive "restricted securities." A company is required to file a notice with the Commission on Form D within 15 days after the first sale of securities in the offering. Although the Securities Act provides a federal preemption from state registration and qualification under Rule 506(c), the states still have authority to require notice filings and collect state fees.

Rule 506(c) offerings are subject to "bad actor" disqualification provisions.

Additional Information and Resources

- Press Release: SEC Harmonizes and Improves "Patchwork" Exempt Offering Framework
- Compliance Guide: Facilitating Capital Formation and Expanding Investment Opportunities by Improving Access to Capital in Private Markets
- Filing a Form D notice
- Compliance Guide: Eliminating the Prohibition Against General Solicitation
- Compliance Guide:

sec.gov/smallbusiness/exemptofferings/faq?auHash=rh5WfJi9h3wRzP6X2anOmgYLdhPHNuo-3Vw0YNZyR_M#faq3

any such materials may cause state securities regulators to suspend the offer or sale of securities within their jurisdiction. Companies should contact state securities regulators in the states in which they intend to offer or sell securities for further guidance on compliance with state law requirements. The following table illustrates which offerings are potentially subject to state registration or qualification under the Securities Act.

Securities Act Exemption	Under the Securities Act, is the offering potentially subject to state registration or qualification?
Section 4(a)(2)	Yes
Rule 506(b)	No
Rule 506(c)	No
Rule 504	Yes
Regulation Crowdfunding	No
Regulation A - Tier 1	Yes
Regulation A - Tier 2	No
Rules 147 and 147A	Yes
Rule 701	Yes

Defendant Brewer Defense Exhibit

7. Equity Investment Agreement By and Between Jabor International And Defendant Brewer

EQUITY INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT (the "Agreement") is effective upon signature (the "Effective Date") by and between **His Excellency Sheikh Jabor bin Hamad bin Jabor Al Thani, President, Jabor International Investment QSC, 7th Floor, Al Bidda Tower, West Bay, P.O. Box: 23775 Doha, Qatar** ("The Investor"),

And

Dennis Sheldon Brewer, 450 Island Road #35, Ramsey, New Jersey 07446, United States of America. (The "Entrepreneur").

RECITALS

A.

The Investor intends to make equity investments as a silent partner with the Entrepreneur to assist in the project available to him.

B.

Entrepreneur has submitted his business proposal and any other written information required by The Investor (collectively the "Application"), incorporated herein to the extent that it is consistent herewith. The Investor approved Entrepreneur's Application. References herein to Entrepreneur, refers to Winnett Perico, Inc. and to Dennis Sheldon Brewer as the CEO of Winnett Perico, Inc.

NOW, THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, The Investor and Entrepreneur agree as follows:

1.

Term. The term of this Agreement shall be from the Effective Date until all of Entrepreneur's obligations under the Agreement have been satisfied, including but not limited to the reporting and payment provisions of Sections 5 and 8 ("Termination Date"). The Effective Date is upon the confirmation of deposit of the investment amount in the Account of the Entrepreneur. The Investment shall run for a period of five years (5) and will have a buyout option with the Entrepreneur having the first buy right at the end of the five (5) years.

2.

Investment of Funds; Disbursement.

a.

Subject to the further terms and conditions hereof, The Investor shall invest a sum of US\$52,000,000.00 (Fifty Two Million United States Dollars Only) with the Entrepreneur for approved expenses incurred during the period in exchange for 40% Equity with the

Entrepreneur. The total aggregate amount paid by The Investor to the Entrepreneur shall hereinafter be referred to as the "Funds."

3.

Closing. The closing in connection with this Agreement (the "Closing") shall take place upon receipt of the investment amount by the Entrepreneur.

4.

Conditions Precedent to Closing. The obligations of The Investor to complete the transaction contemplated by this Agreement are subject to the fulfillment prior to or at Closing of the following conditions:

a. The representations and warranties contained in Paragraph 10 of this Agreement or in any certificate, financial statement or document delivered to The Investor in connection with this transaction shall be true and correct when made and shall be true and correct as of the Closing with the same force and effect as if they had been made on and as of the Closing Date.

b. The Entrepreneur shall demonstrate to The Investor that he has, and shall upon request furnish a copy of, a legally sufficient and binding agreement for the advancement of the goals contained in the Application.

c. The Entrepreneur shall not have been declared by The Investor to be in default under any other agreement with The Investor.

5.

Records and Reports; Confidentiality.

a. The Entrepreneur shall submit to The Investor:

(i) Financial Reports on the progress of the project.

(a) Beginning one month after end of 1st quarter for the period beginning on the Closing Date and ending on end of 1st quarter, and continuing quarterly thereafter until any and all repayment due pursuant to the provisions of Section 8 has been tendered, its internally prepared statement of revenues for the previous quarter ("Quarterly Revenue Statement"). Beginning one year after Project completion, each Quarterly Revenue Statement shall be accompanied by full payment of any reimbursement due and owing pursuant to Section 8 of this Agreement.

(b) The Quarterly Revenue Statement for the first quarter in each calendar year shall also include the Entrepreneur's financial statements with regards to the project for the previous calendar year, including a balance sheet and income statement, signed by the Entrepreneur and verifying under oath that such financial statements are true and accurate

and fairly present the financial condition and results of operations of the Entrepreneur, to the best of the Entrepreneur's knowledge, information and belief.

(ii) Project Activities Reports.

(a) Beginning on the Closing Date and continuing quarterly thereafter until the end of the investment Period, a quarterly project report which shall detail its accomplishments related to the proposed specific aims in, and its progress against achieving the milestones listed in.

(b) Within 90 days after the end of the Investment Period, the Entrepreneur shall submit to The Investor a final project report which shall detail its accomplishments related to the proposed specific aims of and its progress against achieving the milestones listed in.

(iii)

Such other reports or information which The Investor may reasonably request from time to time.

b.

The Investor agrees to hold Entrepreneur's Application and Financial Reports in Confidence to the extent reasonably permitted by law of the State of Qatar. Notwithstanding the foregoing, The Investor shall not be obligated to maintain in confidence any information:

(1) Which was already known to The Investor; or

2) Which is or comes into the public domain through no fault of The Investor; or

3) Which is independently developed by The Investor; or

4) Which comes to The Investor from a third party which is not in violation of any Obligation of confidentiality to Entrepreneur or The Investor.

6.

Inspection of Records. Entrepreneur shall allow any authorized representative of The Investor to inspect and audit, at reasonable times, its financial, business and State and federal tax records pertaining to the investment made. The Entrepreneur shall retain such records until three years after the Termination Date.

7.

Visitation. Entrepreneur shall allow any authorized representative of The Investor to visit and inspect, with reasonable notice and at reasonable times, all property, offices and production facilities owned, leased or otherwise pertaining to this investment.

8.

Revenue distribution. Entrepreneur shall distribute the revenue with The Investor as follows:

a.

For purposes of this Agreement, the term “Annual Revenues” shall have the following meaning: “Annual Revenues” shall mean the Entrepreneur’s fully diluted earnings per share from Winnett Perico, Inc. for each applicable fiscal year.

b.

Beginning with the start of the **first** fiscal year after the receipt of the investment amount (the “First Payment Date”), and continuing annually thereafter until five (5) years after the First Payment Date, the Entrepreneur shall distribute to The Investor (the “Annual Revenue Payment”) in an amount equal to the Investor’s ownership share of the Entrepreneur’s total fully diluted earnings per share for the year immediately preceding the payment date (e.g., Revenue Distribution = Ownership share of Investor times total fully diluted per share earnings for preceding year).

9.

Conversion to Loan. In the event that the Entrepreneur receives an equity investment from any subsequent investor other than The Investor (a “Subsequent Investor”), the Funds and any other monies accrued to The Investor under this Agreement and/or any amendments hereto may, upon Entrepreneur’s request and upon the further approval of The Investor in The Investor’s sole discretion, be paid back in full with 10% interest. Concurrent with a conversion to loan pursuant to this paragraph, the Entrepreneur and The Investor shall enter into a termination and release agreement whereby this Agreement shall be terminated and the Entrepreneur and The Investor shall be released from all obligations hereunder.

10.

Entrepreneur’s Representations and Warranties. The Entrepreneur hereby represents and warrants to The Investor that:

a.

Entrepreneur is duly organized and in good standing in United States of America. The Entrepreneur has all requisite power and authority to own his properties and conduct his business as currently being conducted and as presently proposed to be conducted. The Entrepreneur’s principal place of business is located in United States of America.

b.

Entrepreneur has all requisite power and authority to execute and deliver this Agreement and all other documents in connection with this Agreement, and to carry out the terms of this Agreement, and has taken all action required on his part required for the execution, delivery and performance of this Agreement. This Agreement is the legal, valid and binding obligation of the Entrepreneur, enforceable in accordance with its terms, except as its enforceability may be limited by bankruptcy laws and general principles of equity.

c.

Neither this Agreement nor the Application or any other written information provided to The Investor by the Entrepreneur in connection with the Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein or herein not misleading.

d.

Neither the Entrepreneur nor any of his directors, officers, partners or members, as the case may be, has been convicted of a felony or debarred from participating in contracts in United States of America.

e.

Entrepreneur has filed all federal, State and local tax returns and reports as required by law. These returns and reports are true and correct in all material respects. The Entrepreneur has paid all taxes, assessments and governmental charges due, except those contested in good faith. The Entrepreneur has withheld or collected from his employees all required taxes, and has paid the same to the proper tax receiving officers or authorized Depositories. No deficiency assessment with respect to or proposed adjustment of the Entrepreneur's federal, state, county or local taxes is pending or, to the best of the Entrepreneur's knowledge, threatened. There is no tax lien (other than for current taxes not yet due and payable), whether imposed by any Federal, state, county, local taxing authority, outstanding against the assets, properties or business of the Entrepreneur.

f.

No third party has claimed or, to the best of the Entrepreneur's knowledge has reason to claim, that any principal of the Entrepreneur or other person employed by or affiliated with the Entrepreneur has: (i) violated or, may be violating any of the terms of his employment, non-competition or non-disclosure agreement with such third party; (ii) disclosed or may be disclosing or utilized or may be utilizing any trade secret or proprietary information of such third party; or (iii) interfered or may be interfering in the employment relationship between such third party and any of its present or former employees.

g.

Entrepreneur and his property are in compliance with all federal, state, and local environmental and health laws.

h.

There is no litigation or other governmental proceeding, including bankruptcy proceedings, currently pending or, to the best of the Entrepreneur's knowledge threatened, against the Entrepreneur.

i.

The execution, delivery and performance of this Agreement does not and will not conflict with or constitute a material default under any contract, promissory note, mortgage or other instrument.

j.

The Entrepreneur owns, or has a license for, all patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual and proprietary property (collectively, "Intellectual Property") which are necessary to conduct his business and participate in the investment project. Except as has been disclosed to The Investor, the Entrepreneur has no obligation to compensate any party for the use of any such Intellectual Property and has not granted to any Party any license, assignment or other right to use such Intellectual Property in any manner (whether requiring the payment of royalties or not). The Entrepreneur owns, or will upon development own, all Intellectual Property relating to his participation in the investment project. Each party that may have or assert rights in the any aspect of the investment project has delivered to the Entrepreneur written agreements evidencing assignment to the Entrepreneur of all such rights, and all employees of the Entrepreneur involved with the investment project have delivered to the Entrepreneur written agreements acknowledging and agreeing that all Intellectual Property conceived or developed by such employees and related in any manner to the services or products shall be the exclusive property of the Entrepreneur.

k.

There is no liability or obligation of the Winnett Perico, Inc. of any nature, whether absolute, accrued, contingent, or otherwise, in the amount of \$2,500 or more individually, or \$20,000 or more in the aggregate, and the Entrepreneur is not signatory to, and is not in any manner a guarantor, endorser, assumpor or otherwise primarily or secondarily liable for or responsible for the payment of any notes payable or other obligations other than those set forth in the financial statements submitted in connection with the Closing.

11.

Covenants of the Entrepreneur. Until either the Termination Date or the satisfaction of all of Entrepreneur's repayment obligations as set forth in Section 8 above, whichever shall first occur, the Entrepreneur:

a.

shall maintain his corporate or other existence, in good standing, in United States of America and in each other jurisdiction where the failure to so qualify would have a material effect on the Entrepreneur's business or financial condition as it affects this investment.

b.

shall maintain his principal place of business in United States of America until all of his duties hereunder, including but not limited to the repayment provisions of Section 8, have been fully satisfied.

c.

shall file all federal, State and local tax returns and reports as required by law. The returns and reports to be filed shall be true and correct in all material respects. The Entrepreneur shall pay all taxes, assessments and governmental charges due, except those contested in good faith prior to the date penalties attach thereto. The Entrepreneur shall withhold or collect from his employees all required taxes, and shall pay the same to the proper tax receiving officers or authorized depositories.

d.

shall, in the sole determination of The Investor, use his best efforts to develop the investment project in accordance with the Application, and shall not change the nature of the project as described in the Application. The Entrepreneur shall not license, sell or transfer any of the Intellectual Property, other than in the ordinary course of business, without the prior written consent of The Investor.

e.

shall notify The Investor within 10 days of: (i) any lawsuit or proceedings before a governmental agency which, if successful, would materially affect the Entrepreneur's financial condition or operations and subsequently affect the project; and (ii) any agreement by the Entrepreneur to merge, consolidate, or sell his assets (other than in the normal course of business) to a third party.

f.

shall not, without prior written consent of The Investor:

i)

sell or otherwise transfer all or substantially all of his assets or sell or otherwise transfer a controlling interest in investment project;

ii)

transfer any interest in the project, other than in the ordinary course of business, provided that the Entrepreneur may license another party to monitor the project for exclusive benefit of the Entrepreneur;

iii)

enter into any merger or consolidation;

iv)

Declare or pay any dividend or other distribution on his equity in the project.

v)

permit any issuance or transfer of a controlling equity interest in the Project;

vi)

redeem or repurchase any of his equity interest;

vii)

materially change the nature of the project;

viii) guarantee, or in any way become liable for, a debt or obligation of any other party;

ix)

make any loan or advance to any officer, shareholder, director, member, partner, employee, or affiliate of the Entrepreneur except for temporary, commercially reasonable advances in the ordinary course of business;

x)

prepay any debt or obligation owed to any party other than The Investor;

xi)

pledge or grant a security interest in the Intellectual Property resulting from the Project;

xii)

take any action having the effect of diminishing or circumventing The Investor's rights under this Agreement.

12.

Default.

a.

The Entrepreneur shall be in default under this Agreement upon the occurrence of any of the following; provided, however, that The Investor shall first provide Entrepreneur with written notice of default and an opportunity to cure such default within thirty (30) days after notice, unless such default is not, in the sole determination of The Investor, curable:

(i)

The Entrepreneur fails to submit any report to The Investor due pursuant to Section 5 or any other provision of this Agreement;

(ii)

The Entrepreneur fails to make any payment to The Investor due pursuant to Section 8 or any other provision of this Agreement;

(iii)

The Entrepreneur relocates his principal place of business to a location outside of United States of America before the Termination Date without written Consent of The Investor;

(iv)

Any representation or warranty under Section 10 of this Agreement shall not be true;

(v)

The Entrepreneur fails to perform, comply with or observe any of the conditions, terms or covenants contained under this Agreement;

(vi)

Any document submitted or to be submitted in connection with this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements therein not misleading;

(vii) The Entrepreneur or any of his directors, officers, partners or members, as the case may be, are convicted of a felony;

(ix)

The Entrepreneur has been declared by The Investor to be in default under any other agreement with The Investor.

b.

Upon the occurrence of a default, The Investor may:

(i)

Require full repayment of the Funds to The Investor in cash or by certified check within 30 days of written notice to Entrepreneur of a default; and

(ii)

Require full payment of all monies owed The Investor pursuant to this Agreement in cash or by certified check within 30 days of written notice to Entrepreneur of a default; and

(iii)

Charge ten percent (10%) interest on all past due Yearly Revenue Payments owed to The Investor for the period starting the date after such payment(s) becomes due until full payment is made; and charge ten percent (10%) interest on the Funds for the period starting 30 days after The Investor's written notice of default described in Section 12(b)(ii) until full payment is made.

(iv)

At any time or from time to time proceed to protect and enforce all rights and remedies available to The Investor under this Agreement by suit or by any other appropriate proceedings, whether for specific performance of any covenant or agreement contained in the Agreement, or damages permitted under applicable law or regulations.

c.

All remedies provided for in this Agreement are cumulative and shall be in addition to any and all other rights and remedies available to The Investor at law or in equity. The exercise of any right or remedy by The Investor shall not in any way constitute a cure or waiver of any default, nor invalidate any act done pursuant to any notice of default, nor prejudice The Investor in the exercise of those rights.

d.

The failure of The Investor to insist upon performance of any term of this Agreement at any time and from time to time shall not be deemed to be a waiver of any term of this Agreement.

e.

If The Investor suspends or terminates this Agreement, the rights and remedies available to The Investor shall survive such suspension or termination.

f.

The Entrepreneur shall notify The Investor of an event of default within 5 days of its occurrence. The notice shall set forth the nature of the default and the Entrepreneur's proposed action(s) to cure such default.

13.

Indemnification. Entrepreneur shall indemnify, save harmless and defend The Investor, his employees and agents from any loss, damage, claim or other expense suffered or incurred by them or any of them by reason of Entrepreneur's negligence or failure to perform any of the obligations required herein (including any reasonable costs, fees, and expenses in connection with The Investor's efforts to collect any monies owed pursuant to, or enforce a provision of, this Agreement).

14.

Compliance with Applicable Law.

(a)

Entrepreneur agrees to comply with all applicable laws, including all such laws that prohibit discrimination. Entrepreneur covenants that he will not discriminate on the basis of race, color, sex, sexual orientation, religion or national or ethnic origin in his use of the investment funds and shall prohibit the producers from engaging in such discrimination.

15.

Insurance.

The Entrepreneur has, and will maintain insurance covering property damage and liability sufficient in an amount and type to fully protect his assets, operations and business.

16.

Entire Agreement and Amendment. This Agreement represents the entire Agreement between The Investor and Entrepreneur and supersedes any and all prior understandings or oral or written agreements regarding the investment of the Funds by The Investor in Entrepreneur. This Agreement may be amended from time to time at the direction of, or with the concurrence of The Investor, and only in writing executed by Entrepreneur and The Investor.

17.

Assignment. No right, benefit or advantage inuring to Entrepreneur under this Agreement may be assigned, and no burden imposed on Entrepreneur hereunder may be delegated, without the prior written approval of The Investor.

18.

Notices. All communications concerning this Agreement shall be addressed as follows:

To The Investor:

His Excellency Sheikh Jabor bin Hamad bin Jabor Al Thani
President,
Jabor International Investment QSC
7th Floor, Al Bidda Tower,
West Bay - Doha,
P.O. Box: 23775 Doha,
Qatar
Email: sheikhjabor@jaborinternational.com

To Entrepreneur:

Dennis Sheldon Brewer
450 Island Road #35,
Ramsey, New Jersey 07446
United States of America.
E-mail: dennis_brewer@winnettorganics.com

19.

Successors and Assigns. This Agreement shall be binding upon the Entrepreneur and his successors and assigns, and shall inure to the benefit of The Investor and its successors and assigns.

20.

Qatari Law.

This Agreement shall be governed by and construed in accordance with law of the State

21.

Severability. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions hereof, except that any invalidity of the repayment obligations of the Entrepreneur under this Agreement shall constitute an Event of Default hereunder.

22.

Press Releases. The Investor may issue press releases or other promotional materials describing in general terms the investment of the Funds and the specific purposes for which the Funds were invested.

23.

Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

IN WITNESS WHEREOF, the Entrepreneur and The Investor have caused this Agreement to be executed, delivered by the Entrepreneur and the Investor effective the date first above written.

Entrepreneur:

Dennis Sheldon Brewer
450 Island Road #35,
Ramsey, New Jersey 07446
United States of America.

Signature: _____

Date: _____

Investor:

His Excellency Sheikh Jabor bin Hamad bin Jabor Al Thani
President,
Jabor International Investment QSC
7th Floor, Al Bidda Tower,
West Bay - Doha,
P.O. Box: 23775 Doha,
Qatar

Signature: _____

Date: _____

Defendant Brewer Defense Exhibit

8. Adamson Brothers Corp Private Placement Memorandum

Name of Offeree: _____

Copy Number: _____

WINNETT PERICO, INC.
a Colorado Corporation

CONFIDENTIAL PRIVATE OFFERING MEMORANDUM

Shares of Common Stock
Price Per Share: \$5.50
Maximum Offering: \$22,000,000 (4,000,000 Shares)
Minimum Offering: \$11,000,000 (2,000,000 Shares)
Minimum Investment: \$49,500.00 (9,000 Shares)¹

THESE ARE SPECULATIVE SECURITIES WHICH INVOLVE A HIGH DEGREE OF RISK. ONLY THOSE INVESTORS WHO CAN BEAR THE LOSS OF THEIR ENTIRE INVESTMENT SHOULD INVEST IN THESE SHARES. SEE "RISK FACTORS."

THE SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), IN RELIANCE UPON CERTAIN EXEMPTIONS FROM REGISTRATION SET FORTH IN THE ACT. THE SHARES HAVE NOT BEEN REGISTERED WITH ANY STATE SECURITIES AUTHORITIES IN RELIANCE ON EXEMPTIONS FROM SUCH REGISTRATION. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE RISKS INVOLVED. THE SHARES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED PURSUANT TO REGISTRATION THEREUNDER OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISK OF AN INVESTMENT IN THE SHARES FOR AN INDEFINITE PERIOD OF TIME.

	<u>Sale Price</u>	<u>Selling Commissions²</u>	<u>Proceeds to Company</u>
Per Share	\$5.50	\$0.55	\$4.95
Minimum	\$11,000,000	\$1,100,000	\$9,900,000
Maximum	\$22,000,000	\$2,200,000	\$19,800,000

Consultant/Founder

ADAMSON BROTHERS CORP
The Date of this Memorandum is September 20th, 2015

¹ The Company reserves the right to waive the 2,000,000 Share minimum subscription for any Investor.

² Finders fees consisting of 10% of the gross proceeds from the sale of the Shares in this offering payable to Adamson Brothers Corp. (the "Consultant/Founder").

IMPORTANT NOTICES TO PROSPECTIVE INVESTORS

This Memorandum has been prepared in connection with the private placement of the Shares being offered hereby and does not constitute an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized or in which the making of such an offer or solicitation would be unlawful. This Memorandum constitutes an offer only to the proposed investor to whom this Memorandum is delivered. This Memorandum supersedes all information, written or oral, which previously may have been furnished to prospective investors, including copies of the Company's business plan. The Company reserves the right to reject any and all subscriptions and no subscription will be effective until accepted in writing by the Company.

An investment in the Shares is speculative, involves a high degree of risk and should be considered only by investors who can bear the economic risk of their investment for an indefinite period and who can afford to sustain a complete loss of their investment. See "Risk Factors." In determining whether to invest in the Shares, the prospective investor to whom this offer is made must rely upon his, her or its own examination of the company and the terms of the Offering made hereby, including the merits and risks involved. The securities offered hereby have not been registered with the Securities and Exchange Commission or with the securities commission of any state.

It is anticipated that the Shares will be exempt from the registration provisions of the Securities Act under Section 3(b) and Rule 306 thereof and exempt from registration under applicable state securities laws.

Shares cannot be resold unless they are subsequently registered under the Securities Act and applicable state securities laws or unless exemptions from registrations are available. Therefore, Shares should be purchased only as a long-term investment. This confidential private placement memorandum is for the private and confidential use of the investor and the investor's advisors only, may not be reproduced in whole or in part, and may not be distributed in whole or in part to others.

Each investor shall be given an opportunity to ask questions of and receive answers from, the Company concerning the terms and conditions of the Offering. The Company will provide each recipient of this Memorandum with: (a) the opportunity to examine additional documents, including all material books and records of the Company and all material contracts and documents relating to the Offering and to ask questions of and to receive answers from the Company or other authorized representatives of the Company concerning the Offering, and (b) additional information, as requested, to the extent such information is available or can be acquired without unreasonable effort or expense.

We have not authorized any broker or any other person to give any information or to make any representations other than those contained in this Memorandum. Do not rely on any oral or written information or representations that are not set forth in this Memorandum. By execution of the Subscription Agreement, the investor will represent that he, she or it has relied solely on the disclosures set forth in this Memorandum and not on any other

disclosure, whether written or oral. Neither the delivery of this Memorandum, nor any sales made hereunder, shall under any circumstances create an implication that there has been no change in the matters discussed herein since the date of this Memorandum.

Prospective investors are not to construe the contents of this Memorandum as legal or other advice. Each investor must rely upon his, her or its own representatives, including his, her or its own counsel and accountants, as to legal and other matters concerning an investment in the Shares.

This Memorandum includes certain statements and estimates provided by the Company with respect to the anticipated future performance of the Company. Such statements and estimates reflect various assumptions by the Company concerning anticipated results, which assumptions may or may not prove to be correct. The financial forecasts and the assumptions on which they are based and the financial summaries contained herein are believed to be accurate but should not be relied upon as an accurate representation of the potential financial results of the Company and there is no assurance that the results contemplated herein can or will be achieved.

By accepting this Memorandum, the recipient agrees not to duplicate it or to furnish copies of this Memorandum, in whole or in part, to persons other than an offeree representative, if any, or the recipient's investment and tax advisers, accountants or legal counsel. Any such persons may use the information contained herein solely for purposes related to the recipient's possible investment in the Company.

The recipient agrees to return this Memorandum and all related documents if this Offering is terminated, or promptly after such time as he, she or it is no longer considering an investment in the Company.

In making an investment decision, investors must rely on their own examination of Winnett Perico, Inc. and the terms of the Offering, including the merits and risks involved. The Shares have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Memorandum. Any representation to the contrary is unlawful.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements under "Memorandum Summary," "Risk Factors," "Business," and elsewhere in this Private Placement Memorandum, including the annexes annexed hereto, constitute forward-looking statements, which can be identified by the use of forward-looking terminology such as "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "continue" or the negative of these terms or other comparable terminology. These forward-looking statements include information about our plans, objectives, expectations, intentions, assumptions, and other statements in this Memorandum that are not statements of historical fact. These statements involve known and unknown risks, uncertainties, and other factors that may cause our or our industry's actual results, levels of activity, performance or achievements to be materially

different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. Factors that may cause such a difference include, but are not limited to: our limited operating history; our Ability to meet our business plans; our Ability to build and retain a qualified management team; our Ability to grow and maintain growth; governmental monetary and fiscal policies, as well as legislative and regulatory changes; our Ability to adequately capitalize our firm; and the effects of competition from other organic operating companies operating in our market areas or elsewhere, including substantially larger and well established organizations, and other factors that might cause such discrepancy include those discussed in “Risk Factors.”

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of these statements. We are under no duty to update any of the forward-looking statements after the date of this Memorandum to conform these statements to actual results.

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Exhibits:

Exhibit A: FINANCIAL STATEMENTS

Exhibit B: Registration Rights Agreement

Exhibit C: Subscription Agreement

SUMMARY OF OUR COMPANY

The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this confidential private placement memorandum (the "Memorandum").

Winnett Perico, Inc. is a Colorado company organized in October 2012.

Winnett Perico, Inc. is the parent company of WinnettOrganics, Inc. We are developing the Winnett Organics brand as its integrated organic foods operation. WinnettOrganics:

- Will be a key participant in three emerging organic market segments, worth \$22.5 billion annually by 2020.
- Grows this project to a \$900 plus million enterprise over five years.
- Leverages 50% to 70% organic product price premiums to generate superior profits and an excellent capital base for further growth.
- Uses technology tools such as RFID and GPS to improve performance and marketability of livestock and crops, further leveraging the organic pricing premium.
- Enhances customer loyalty with strategic supply chain services to gain market share in this short of supply market.

Winnett Perico targets three complementary segments of the rapidly growing, highly profitable organic foods specialty market – vegetables, grains, and beef. Due to severe supply shortages, organic grains must triple (increase by \$2.1 billion) and beef must increase ten-fold (by \$1.4 billion) simply to catch up to the current 2% penetration rate for other organic food products. These two categories present a tremendous opportunity, worth over \$4.5 billion annually by 2020. Organic vegetables are growing 13% per year, and now total \$9.7 billion. This higher than category growth is expected to continue into the foreseeable future.

Organic food sales are up from \$1 billion in 1990 to \$31.5 billion in 2011. The organic market continues to grow rapidly, adding 9.5% (\$3 billion) annually in the US, according to the Organic Trade Association (www.ota.com). The industry will likely total over \$65 billion by 2020. The organic foods industry enjoys 50% to 70% price premiums over the \$1.5 trillion conventional food industry.

With an experienced management team, excellent technology, and exceptional operational strategy, WinnettOrganics will sell organic cool and warm season vegetables, conventional and organic grains, and develop a vertically integrated organic beef supply chain throughout the U.S.

The Winnett Organics Corp. management team has direct experience in developing this strategy for competitive advantage. We have organic farming, direct marketing, and supply chain expertise. We have direct experience in founding and building the wholesale channel and in building the retail channel for organic foods distribution. We've distributed food products using organic channels, conventional channels, and the Internet.

We have the required skill sets to successfully execute this business plan and deal with the many opportunities that are emerging in this rapidly growing market. The bottom line is management has prior experience growing organic and natural foods companies quickly to hundreds of millions in annual sales.

The Arizona operation will start operation with 3,200 acres of fully organic cropland. The

Company intends to lease an additional 12,000 organic acres during the subsequent three years.

Beginning in 2015, this land will be used to grow a mix of cool season vegetables and warm season vegetables

In 2016, Winnett Organics Corp. will market produce crops from its organic acres in Cochise and Maricopa Counties. We already have multiple wholesale customers, who together cover all West Coast markets from Los Angeles to Seattle. We are adding direct retail customers and expanding to a national footprint.

	2016	2017	2018	2019	2020
Sales Revenue	63,448	159,998	330,411	608,746	915,592
Direct Cost	32,926	70,775	131,910	229,909	336,827
Gross Profit	30,522	89,223	198,501	378,837	578,764
Overhead	18,464	32,974	62,526	105,943	156,475
Pre-tax Income	12,058	56,249	135,975	272,893	422,289
Taxes	(5,137)	(23,962)	(57,925)	(116,253)	(179,895)
Net Profit	6,921	32,287	78,050	156,641	242,394

SUMMARY OF THE OFFERING

Securities Offered	Common Stock, 001 par value, at a purchase price of \$5.50 per share.
Offering Size	The minimum number of Shares sold will be 2,000,000, representing gross proceeds of \$11,000,000 (the “Minimum Offering”). The maximum number of Shares sold will be 4,000,000, representing gross proceeds of \$22,000,000 (the “Maximum Offering”).
Offering Price.....	\$5.50 per Share.
Minimum Investment.....	Unless we determine otherwise, the minimum investment per investor is 9,000 Shares for a total purchase price of \$49,500.
Offering Termination Date	The earliest of: (a) the date the Company, in its discretion, elects to terminate; (b) the date upon which the Maximum Offering is sold; or (c) September 20, 2016 (or such later date as may be extended by the Company, but not later than 180 days thereafter) (the “Offering Termination Date”).
Securities Outstanding:	
Prior to the Offering	16,200,000 Shares of Common Stock.
.....	12,500 shares of Preferred Series A, \$10 par value, convertible to 75,000 Shares of Common Stock.
After the Offering	20,200,000 Shares of Common Stock (assuming the Maximum Offering is sold).
.....	12,500 shares of Preferred Series A, \$10 par value, convertible to 75,000 Shares of Common Stock.
Use of Proceeds.....	The net proceeds to the Company from this Offering will be used for working capital and other general corporate purposes. See “Use of Proceeds.”
Risk Factors	The Shares we are offering are speculative and involve a high degree of risk. Our business is subject to numerous risks. See “Risk Factors.”
Minimum Offering.....	\$11,000,000 (2,000,000 Shares of Common Stock)
Maximum Offering	\$22,000,000 (4,000,000 Shares of Common Stock)
Transfer Restrictions.....	The Securities are “restricted securities” and, therefore, may be transferred, to the extent permissible, only pursuant to registration or qualification under federal and state securities laws or pursuant to an exemption from registration or qualification.

RISK FACTORS

The Shares being offered hereby are speculative and involve a high degree of risk. You should purchase these Shares only if you can afford to sustain a total loss of your investment. Accordingly, in analyzing this offer and before you make a purchase, you should carefully consider the following risk factors, as well as the other information included in this Memorandum. The order of the following is not intended to be indicative of the relative importance of any described risk nor is the following intended as, and should not be considered, an exhaustive list. The occurrence of any one of the following events would be likely to have a material adverse effect on us and our business prospects, cash flow and profitability, and viability as an enterprise.

RISK	IMPACT	MITIGATION
Flood of competition	Erodes price premiums. Worst case would be selling products at same prices as conventional markets.	Requires an abrupt three to ten-fold increase in supply just to match penetration rate of other organic products. A very unlikely set of events would be required for this supply shift to occur suddenly.
Drought	Reduces crop yields and carrying capacity on dryland farms, increases prices for our products. Requires additional water to be pumped to irrigate crops. Requires additional feed for cattle.	Irrigation precludes drought from impacting crop operations, though costs are higher during drought periods. Internally produced hay lowers cattle feeding costs.
Lack of supply chain infrastructure to process, handle, and distribute products	Improves our competitive position in these short of supply markets.	Being a full service supply chain provider is our core strategy. Will attract smaller suppliers to our supply chain offering, increasing our market share.
Capital markets freeze	Slows growth through acquisitions.	Internal profitability is sufficient to fuel high annual growth. We would place more emphasis on developing smaller suppliers as part of our supply chain.
Management turnover	Slows growth, hurts profitability.	Management and other key employees will hold restricted stock. This tends to hold employees as they directly benefit as Company prospers. We will maintain competitive salaries and benefits as well.

Early Stage Company

Our business is subject to all of the risks faced by early stage companies. Early stage companies must respond to external factors, such as rapid technological change and economic downturns, without the resources, infrastructure, and broader business base of more established companies. Early stage companies must also respond to these risks while simultaneously developing systems, adding personnel, and entering new markets. As a result, these risks can have a much greater effect on early stage companies. If a company does not address these risks, its business, operating results, and financial condition could be materially adversely affected. There can be no assurance that our

plans will be successful or that we will achieve or maintain profitability.

Limited Operating History as a Company

WINNETT PERICO, INC. was incorporated on October 22, 2012 and has only a limited operating history. We are not certain that we will be able to generate revenues. Because we have a limited operating history, you will have only a limited basis upon which to accurately forecast our future operations, including sales, or to judge our ability to develop our business. If you purchase our securities, you may lose your entire investment.

Dependence on Key Personnel

WINNETT PERICO, INC. is dependent upon the continued services and management experience of Dennis Brewer, and other of its executive officers. If Mr. Brewer or any of our other executive officers were to resign their positions, the operating results of WINNETT PERICO, INC. as the case may be, could be adversely affected. In addition, the success of WINNETT PERICO, INC. depends on its ability to attract and retain additional organic foods experts to add to the experience and skills of the company and on the ability of its officers and key employees to manage growth successfully and on its ability to attract and retain other skilled employees.

Market Uncertainties with Respect to Our Common Stock

We have no existing market for our common stock and can offer no assurance that any market will develop in the future. Therefore, you may never be able to sell your shares. Changes in local, state or federal law could adversely effect the proposed operations of the business.

Anti-Takeover Provisions

Certain provisions of our Certificate of Incorporation and By-Laws may have the effect of discouraging an acquisition of control not approved by its Board of Directors. These provisions include, for example, terms providing for:

- The issuance of "blank check" preferred stock by the Board of Directors without stockholder approval;
- Higher stockholder voting requirements for certain transactions such as business combinations with certain related parties (i.e., a "fair price provision");
- A prohibition on taking actions by the written consent of stockholders;
- Restrictions on the persons eligible to call a special meeting of stockholders;
- Classification of the Board of Directors into three classes; and
- The removal of directors only for cause and by a vote of 80% of the outstanding voting power.

These provisions may also have the effect of discouraging third parties from making proposals involving an acquisition or change of control of our company, although such proposals, if made, might be considered desirable by a majority of our shareholders. These provisions could further have the effect of making it more difficult for third parties to cause the replacement of our Board

of Directors. These provisions have been designed to enable us to develop our business and foster our long-term growth without disruptions caused by the threat of a takeover not deemed by our

Board of Directors to be in the best interests of the company and its stockholders. We have also adopted a stockholder rights plan. The stockholder rights plan is designed to protect stockholders in the event of an unsolicited offer and other takeover tactics which, in the opinion of our Board of Directors, could impair its ability to represent stockholder interests. The provisions of the stockholder rights plan may render an unsolicited takeover of WINNETT PERICO, INC. as applicable, more difficult or less likely to occur or might prevent such a takeover. See "Description of Capital Stock." WINNETT PERICO, INC. Stock Purchase Rights," and "--Certain Anti-Takeover Provisions-- WINNETT PERICO, INC. Certificate and By-Laws."

Dilution

If you purchase the Shares we are offering, the value of your purchase will be immediately and substantially diluted. See "Dilution."

Our Directors and Officers Will Own a Majority of Our Capital Stock, Decreasing Your Influence on Stockholder Decisions.

Upon completion of this offering, our executive officers and directors will, in the aggregate, beneficially own approximately 80.0% or more of our capital stock. As a result, our officers and directors, will have the ability to influence our management and affairs and the outcome of matters submitted to stockholders for approval, including the election and removal of directors, amendments to our bylaw and any merger, consolidation or sale of all or substantially all of our assets.

Special Note Regarding Forward-Looking Statements

This Memorandum contains certain forward-looking statements. When used in this Memorandum or in any other presentation, statements which are not historical in nature, including the words "anticipate," "estimate," "should," "expect," "believe," "intend" "may," "project," "plan" or "continue," and similar expressions are intended to identify forward-looking statements. They also include statements containing a projection of revenues, earnings or losses, capital expenditures, dividends, capital structure or other financial terms.

The forward-looking statements in this Memorandum are based upon our management's beliefs, assumptions and expectations of our future operations and economic performance, taking into account the information currently available to them. These statements are not statements of historical fact. Forward-looking statements involve risks and uncertainties, some of which are not currently known to us, which may cause our actual results, performance or financial condition to be materially different from the expectations of future results, performance or financial condition we express or imply in any forward-looking statements. These forward-looking statements are based on the current plans and expectations of WINNETT PERICO, INC. and are subject to a number of uncertainties and risks that could significantly affect current plans and expectations and the future financial condition and results of WINNETT PERICO, INC. Some of the important factors that could cause our actual results, performance or financial condition to differ materially from expectations are:

- the highly competitive nature of the organic agriculture business in the USA;
- possible changes in the agriculture regulations in the USA;
- the departure of key executive officers from WINNETT PERICO, INC. our ability to employ and retain qualified employees;
- claims and legal actions relating to professional liability;
- fluctuations in the market value of WINNETT PERICO, INC. common stock;
- changes in accounting practices; and
- the other factors referenced in this Memorandum, including, without limitation, under the sections entitled "Risk Factors," and "Business," "Strategic Objectives," "Summary--Introduction," "WINNETT PERICO, INC. Business Strategy."

We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this Memorandum might not occur. We qualify any and all of our forward-looking statements entirely by these cautionary factors. As a consequence, current plans, anticipated actions and future financial conditions and results may differ from those expressed in any forward-looking statements made by or on behalf of WINNETT PERICO, INC. You are cautioned not to unduly rely on such forward-looking statements when evaluating the information presented herein.

The gross proceeds from the sale of the Shares in this Offering are expected to be \$22,000,000 if all 4,000,000 Shares are sold, the proceeds will be used for lease deposits, farming equipment, logistics equipment, material handling equipment, packing facility improvements, packing facility equipment, land acquisitions, and working capital.

Proceeds from this Offering will be released before the Maximum Offering has been raised. See "Risk Factors." The term of the offering is one hundred and eighty days, and may be extended for an additional ninety days at the discretion of the Company and the consultant. After the Initial Closing, funds may be released to the Company in increments (each closing an "Interim Closing") at the discretion of the Company and the consultant. When the Maximum Offering has been raised, the Offering has been terminated, or twelve months from the date of this Memorandum (unless extended by the Company 180 additional days in its discretion), whichever occurs first, a final closing (the "Final Closing") will be held and any remaining funds will be released to the Company and the Offering will have ended.

The table below describes how we intend to use the proceeds from the Minimum and Maximum Offering. While the estimated amounts of the expenses are believed to be reasonable, this table should be viewed only as an estimate of the use of proceeds that may be achieved.

	<u>Minimum Offering¹</u>		<u>Maximum Offering</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
Gross Proceeds	\$11,000,000	100.0%	\$22,000,000	100.0%
Less:				
Selling Commissions	\$1,100,000	10%	\$2,200,000	90%
NET PROCEEDS	\$9,900,000	90%	\$19,800,000	10%

¹ The Minimum Offering proceeds presented in this table include all anticipated costs related to the Offering including carrying costs of continuing the Offering beyond the Minimum Offering.

DETERMINATION OF OFFERING PRICE

The price of the Shares being offered to you has been arbitrarily determined and bears no relationship to our assets, earnings, book value, net tangible value, or other generally accepted criteria of value for investment. The Offering price is substantially higher than the net tangible book value per share of Common Stock, fully-diluted, after this Offering. The Offering price does not reflect market forces and should not be regarded as an indicator of any future market price of the Company's securities.

DILUTION

We issued 16,200,000 Shares of our Common Stock to FOUNDERS/EXISTING SHAREHOLDERS. We issued 12,500 shares of Preferred Series A Shares, \$10 par value, exchangeable for 75,000 Shares of Common Stock. Investors who purchase our Common Stock for \$5.50 per share in this Offering, therefore, will experience immediate and substantial dilution in the book value of their Shares because we have 16,200,000 shares of Common Stock currently issued for non-cash consideration.

We may close this Offering after receiving \$11,000,000 in proceeds. The dilutive effect of our prior issuances of Common Stock on investors will be greatest if we sell only the Minimum Offering and it will be least if we sell the Maximum Offering.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION

Pro Forma Features Fast Growth

This five year pro forma grows the Company rapidly throughout the period on internal profitability. Key assumptions include:

- Additional land will be available as required to increase the herd and crop acreage capacity.
- Prices for commodities and fuel are stable throughout the period.
- Credit will be available using assets as collateral.
- Depreciation of the herd is on a five year straight line basis.
- Non-organic cows will be added to the herd both to grow the herd and replace the culls. Their offspring will, of course, be certified organic calves.
- Depreciation for most farm equipment is over five years, center pivot sprinklers and similar assets are depreciated over seven years.
- Average weather conditions are assumed.

Sales occur primarily in all quarters for warm and cool season vegetables.

Expense rates for most items are gradually reduced as we are able to grow volumes faster than costs. The current ratio and cash position are adequate to support rapid growth throughout the pro forma. We have elected to purchase all the equipment needed to run our ranching and farming operations as this is the low cost strategy for the long term. Since most of these assets have very long lives of reliable service, we expect to use the equipment well beyond the end of the five year depreciation period in most cases.

OPERATIONAL USE OF PROCEEDS

The use of proceeds will help the company grow to the next level. Including \$29 million of debt, It will consist of the following:

- Use of funds
 - Lease deposits \$2,000,000
 - Logistics equipment \$3,200,000
 - Material handling equipment \$2,800,000
 - Packing facility equipment and improvements \$24,600,000
 - Land acquisition, including acquisition of Nevada ranch (500,000 total acres for \$10 million cash and \$25 million in stock) \$12,100,000
 - Working capital \$6,300,000

BUSINESS OF THE COMPANY

Our Strategy

Winnett Perico was created to leverage ongoing supply shortages in the organic market and an immature supply chain into competitive advantage. Winnett Perico will grow from its 2015 base of cool season organic vegetables to an integrated full spectrum supplier of organic vegetables, grains, and beef.

Most farming operations today rely on purchased inputs such as forage products, petrochemical fertilizers, and herbicides. Using a balanced organic strategy, including microbial soil builders, the Company's profitability will be much less dependent on oil prices or on the price fluctuations of a single commodity than is typical. And, of course, organic products enjoy a 50% to 70% price premium over conventional products.

The Company will not be dependent on a single large customer as a market for its organic products. The Company will distribute its sales to a targeted array of mid-size organic wholesalers and large retailers. Strategic supply chain services, a strong service ethic, and a high service approach will enhance customer loyalty and encourage rapid new customer acceptance of Winnett Perico.

With access to adequate capital, the Company will also be able to collaborate with smaller suppliers to bring their production to market, yet another tool for leveraging our market access, supply chain capabilities, and infrastructure to bolster growth and profitability while serving short of supply markets. We intend to begin developing this channel within three years.

We leverage technology for efficiency and marketability. The Company will use recent technological advances in low cost computing power, software applied in field operations, RFID, and GPS-based operations protocols to improve yields and productivity. For example, GPS tracking of field history will allow us to manage crop rotations efficiently, and pinpoint organic fertilizer treatments and weed control for maximum yields. The Company will use RFID to track and manage both its cattle herds and its equipment.

This tracking will facilitate accurate record keeping on individual animals and pastures, helping us determine fertility, weaning weights, and culling strategies, as well as pasture rotation strategies. RFID and software also will help us monitor equipment productivity and schedule preventative maintenance.

Electronic traceability is also an important marketing tool, helping customers ensure the organic origin of the products they purchase. Even in the conventional cattle market, animals are worth \$25-\$30 more if their history can be traced electronically – an excellent return on a \$3-\$5 investment.

The Company will also use a cloud-based accounting and financial system developed especially for farming and ranching applications to give its management and supervisory personnel access to financial information virtually anytime and anywhere.

The Market Overview and Opportunity

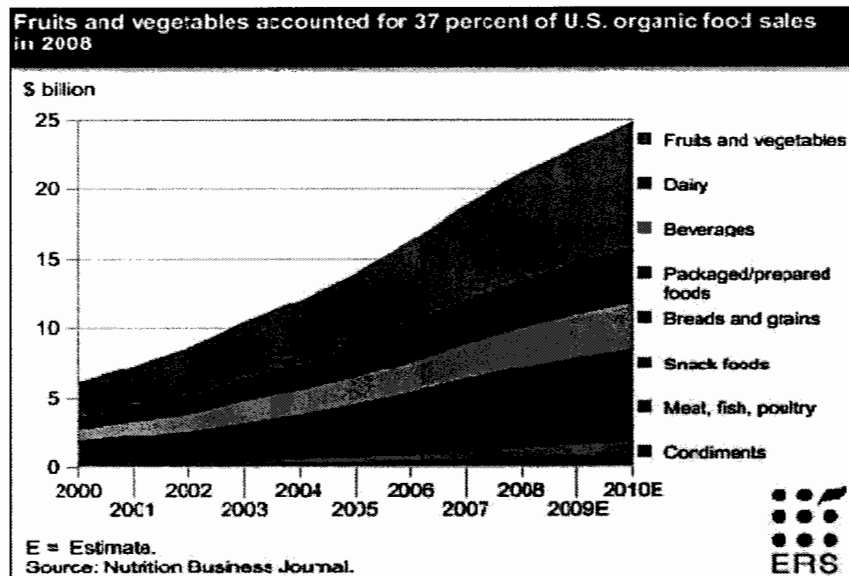
The \$31 Billion organic market is growing 9.5% annually. The organic market is growing 9.5% (\$3 billion) annually in the US, according to the Organic Trade Association (www.ota.com). Sales have increased from \$1 billion in 1990 to \$31.5 billion in 2011. The industry will likely total over \$65 billion by 2020.

While the US organic market is currently less than 2% of the \$1.5 trillion US consumer food market, the European market is already 4.5% of consumer food expenditures and continues to grow rapidly. Market analysts expect US market penetration to grow to equal or exceed that of the European market as supply becomes available. It will take another ten years of rapid growth for the US market to match current penetration in Europe. Less than 1% of all U.S. farmland is organic, so industry growth is primarily constrained by supply shortages and an underdeveloped supply chain.

“Consumer demand for organic products has widened over the last decade. While new producers have emerged to help meet demand, market participants report that a supply squeeze is constraining growth for both individual firms and the organic sector overall.”

– USDA ERS, Emerging Issues In The U.S. Organic Industry, 2009

Most current organic suppliers are smaller operations which lack the capital and sophistication to provide consistent, adequate supplies. As a result, with the exception of fresh produce and dairy products, the supply chain for many organic items is not well established, resulting in continuing shortages at retail. For example, only 0.7% of all wheat and 0.2% of all beef in the US were organically certified in 2008, according to USDA.



Given the very low penetration rates of organic grains, such as wheat, and of organic meat products, there is an exceptional opportunity for growth in these segments. Winnett Organics targets these two complementary segments of the rapidly growing, highly profitable organic foods specialty market – grains and meat products. Due to severe supply shortages, organic grains must triple (increase by \$2.1 billion) and meat products must increase ten-fold (by \$1.4 billion) simply to catch up to the current 2% penetration rate for other organic food products. These two categories present a tremendous opportunity, worth over \$4.5 billion annually by 2020.

Organic fresh vegetables, a \$9.7 billion market, are growing at 13% per year. They are the focus of our irrigated organic farmland at Cochise County and Dateland and our Casa Grande fresh vegetable packing facility. Our primary focus in both counties is on cool and warm season vegetables, which are the best cropping fit for the regions. While we do have direct competitors in the space, the consensus of our customers is that there is plenty of room for additional supply of organic vegetables in the national market.

Retail organic distribution channels are seeking more organic products to sell to maintain their healthy growth rates. Whole Foods (\$11.0 billion), regional natural foods grocery chains, a significant number of consumer coops like PCC (\$147 million), an ever expanding line of organic products in conventional grocery stores, emerging craft breweries, ethnic and specialty food manufacturers, United Natural Foods wholesale (\$6 billion) and others, are generating consistently rising demand for all types of organic products, maintaining the 50% to 70% premium price structure for producers, as they have for more than 30 years.

CROPP, the cooperative behind the Organic Valley brand of organic milk found in many grocery dairy cases, is one notable exception to the supply constrained growth in organics. CROPP's success in the organic dairy industry, growing from seven members in Wisconsin in 1988 to more than 1600 producers in thirty-five states and revenues of over \$600 million currently (34% annualized growth over 23 years) is indicative of the growth potential in other organic markets. Horizon Dairy, now a subsidiary of Whitewave Foods, is another example of an outperformer, with a 40% share of the US organic dairy market. Organic dairy cattle now comprise 2.7% of all

dairy cattle, according to USDA. The organic vegetable, grain, and meat products segments have no similar dominant players.

Value Proposition

The bottom line for Winnett Perico strong value proposition:

For Customers:

- Operations - An integrated supply chain offering a predictable, consistent supply of organic products to a diversified customer base in a short of supply market.
- Strategy - Supply chain services, scale, and direct sales leveraged in a way the vast majority of suppliers currently in this marketplace simply cannot accomplish.
- Capacity - Growing in-house organic capacity as quickly as possible over the next five years to help customers grow their share of the organic market, while working to acquire more capacity to serve the short of supply grain and meat products organic market segments.

For Investors:

- Growth – By focusing on these two very fast growing segments, vegetables and beef, company revenue will grow rapidly. And, collaboration with smaller suppliers will add further growth to our sales base at little incremental cost.
- Profitability – Organic premiums provide consistent, exceptional profitability, with 2020 profits up 32 times over annualized 2016 profits.
- Takeover Premium - The Company will become an attractive takeover target at some point due to its rapid growth and development in the carefully targeted short of supply organic vegetable and beef market segments. Rapid growth is a relatively rare phenomenon in the very mature conventional food industry. With strong growth and a strong asset base, the Company will command a healthy takeover premium. Recent transactions in this space range up to nine times sales revenue.

The Business Transaction:

We have proposed the acquisition of a Nevada ranch with 6,500 head capacity, 120,000 deeded, and 500,000 total acres for the price of \$10 Million cash and \$25 Million in stock. The ranch would be used, together with allocated farmland, to grow organic, grass fed beef. This makes most efficient use of farmland that must go through a sod rotation to meet USDA National Organic Program regulations. It also provides a substantial price premium over regular grain fed beef.

Future Growth:

Much as CROPP has done in the organic dairy industry, growing to \$600 million in 23 years, Winnett Perico growth will be generated through a combination of cost efficient penetration of initial markets and incremental expansion into other geographies in the US.

With the organic industry adding nearly \$3 billion of sales each year, the full line services of suppliers like Winnett Perico will be a key to the industry's growth and development, particularly in the wholesale and large retailer market segments being targeted by the Company. Our management team has solved this set of supply chain problems many times

before. With proper capitalization, WinnettOrganics can grow very rapidly by focusing on organic vegetables, grains, and beef.

Winnett Perico will add organic land to its land base at the rate of 10,000 acres per year. It will also grow up to three crops each year to maximize land utilization. Each acre generates an average of \$12,000 per crop times three crops per year to generate a total of \$36,000 average per acre per year in southern climates.

Competition and Barriers to Entry

Organic specialization is barrier to entry. USDA has defined the rules for organic certification so as to make this a predictable marketplace with a consistent set of required practices. From the ground used to raise crops to every part of the processing and handling, an organic supply chain separate from the conventional supply chain is required for organic certification of products. Conventional producers face a mandatory three year transition period to shift their land base from practices they are very familiar with to pursue this new market with its underdeveloped supply chain.

According to USDA, obstacles to adoption of organic methods and certification include "high managerial costs and risks of shifting to a new way of farming, limited awareness of organic farming systems, lack of marketing and infrastructure, and inability to capture marketing economies."

Employees

Currently we have 1 full time and part time employees. We plan to hire between 100 and 150 additional employees in the next twelve months. Our management team is currently providing services to the company on a consulting basis, to become employees by the end of the start-up period.

Property

No properties at present. We will be leasing office space and organic farmland. If the Nevada ranch transaction is concluded, we will own approximately 126,000 acres of ranchland.

Legal Proceedings

To the best knowledge of our management, there are no claims or actions pending or threatened against us.

OUR MANAGEMENT

Executive Officers and Directors

<u>Name</u>	<u>Age</u>	<u>Position</u>
Dennis Brewer	[60]	CEO and Chairman of the Board,
Paul Smith	[66]	CFO
Michael L. Castro	[59]	VP Operations
Peter S. LeBlond	[54]	VP Sales and Marketing
Rafael Gomez	[34]	Director of Food Safety and Organic Integrity
David Mota	[43]	Director of Organic Farming

The Winnett Perico management team has direct experience resolving every one of these obstacles into competitive advantage. We have organic farming, direct marketing, and supply chain expertise. We have direct experience in founding and building the wholesale channel and in building the retail channel for organic foods distribution. We've distributed food products using organic channels, conventional channels, and the Internet. We have the required skill sets to successfully execute this business plan and deal with the many opportunities that are emerging in this rapidly growing market. The bottom line is management has prior experience growing organic and natural foods companies quickly to hundreds of millions in annual sales.

Dennis Brewer, Chief Executive Officer, brings extensive Board-level experience in natural and organic foods, together with extensive operations, business process, supply chain, logistics, technology, and sales experience. Brewer has more than 30 years of business experience, both as a Chief Operating Officer founding and growing companies, and as a consultant to companies with sales in the tens of billions. He has helped dozens of businesses improve their supply chain operations. He is past Chair of the Board of Puget Consumers Coop, a \$147 million organic and natural retail food grocery chain based in Seattle, Washington, and a founding Director of NutraSource. NutraSource was a rapidly growing \$45 million wholesaler of organic and natural food in Seattle, Washington, with customers throughout the Pacific Northwest and in Alaska until it was acquired by a competitor. Brewer was also a Chair and Director of AeA, a high technology trade association. Brewer began his career as a consultant at Deloitte Haskins & Sells. He holds an MBA and BA in Business Administration, and was a CPA from 1980 - 1987.

Paul Smith, Chief Financial Officer, is an accomplished Senior Business Executive having broad general, operational & financial management experience with consistent success in consumer and business product companies. He has an excellent track record as CFO and President in building business value in high growth companies. As a successful Interim President, he lead the turnaround of a \$400 million global business and directly managed the largest \$200 million division turnaround, and implemented \$16 million of global profit improvements. He is

recognized for building strong financial/operating organizations, implementing proactive business reporting/forecasting, SEC reporting, and financial controls relating to corporate governance, as well as reengineering/streamlining business systems using new IT technology. Smith is highly successful in presenting businesses and raising equity/debt capital, and has been the CFO to EnerPath as well as the Charter Baking Company, Nancy's Specialty Foods and Sensient Technologies Corporation. Smith has an MBA from Santa Clara University, BA of Science & Economics from University of Oregon, and a CPA from the State of Oregon.

Michael L. Castro, VP Operations, is an innovative agriculturalist with substantive worldwide experience in the Science, Art and Business of cultivating soil and producing conventional and organic crops, and helps companies stay on the cutting edge of technology in the Fresh Fruit and Vegetable Food Industry. He provides full-scope Agricultural Operations Management with a commitment to excellence and continuous process improvement. He carries an expertise in general row crop farm operations, high tech irrigation, plant nutrition, soil fertility and biology, integrated pest management and plant pathology, quality assurance/food safety, R.E. Development, human resources, budgeting and tracking, and more. Castro has past experience as a COO/Co Founder of Home Town Farms and developed the best methods and materials for growing nutrient dense vine rip certified organic produce and was the featured speaker of 2015 UC Davis Seminars for County Farm Advisors production meeting. Castro also has past experience as an Agriculturalist for Beachbody LLC, a Chief Agronomist for San Diego Organic Supply, a Supply Chain Consultant for Foreign Procurement Consultants, and the Manager of International Operations for Mexam Fruit Company. He has a Bachelor of Science Degree from California State University, was a former pest control advisor and is a certified independent organic inspector.

Peter S. LeBlond, VP Sales and Marketing, is a senior business development and sales and account management professional with 25+ years of career growth and applied leadership in identifying and capitalizing on market opportunities with large success. LeBlond's career began with Hubert Company as an account manager, and he exceeded territory projections by 28% within 12 months. He was the Vice President of business development for Gentile Bros. Company, and attained over half a million dollars in sales within the first 6 months of employment. He was also the Director in mass market sales for Albert's Organics, and was a key sales leader and contributing member of the business development team with core responsibilities for sales growth, business development and account management; he increased organic produce sales for Stater Bros by 100% in the first 9 months, and by 100% for Smart and Final in the first 6 months. He has an extensive history in producing sales growth for the companies he worked with. LeBlond graduated from the University of Cincinnati with a BS in Business Administration.

Rafael Gomez, Director of Food Safety and Organic Integrity, started his career with Noll Manufacturing as the Supervisor of shipping and safety, and later worked as a Food Safety/ QA Senior Manager for Morada Produce Co. Morada Farming LLC. He was the program developer and implementer for many different commodities and took care of 3rd party auditing, working closely with many large retailers as well as foreign countries. Gomez has also worked as a Director of Food and Safety and Quality Assurance, developing a strong food safety team knowledgeable to oversee all aspects of a Food Safety and QA Program. He implemented a GFSI food safety level program and formed as well as managed a robust EMP program with trending data, and helped design an in-house laboratory to run onsite testing (APC). Gomez has degrees in

architectural design and construction management engineering, as well as an extensive amount of certifications and licenses including HACCP, GFSI, Global GAP Option I and II, Organic, Quality Assurance, Fields Food Safety (GAP), MRL Chemicals, Microbiology Lab Certified, and more.

David Mota, Director of Organic Farming, began his career as a high purity water technician and would install water treatment systems and troubleshoot water equipment. He became a grower for Moringa Farms and partnered and operated a Moringa nursery for research and sale, as well as research and development for cattle feed for beef and dairy production. He was responsible for controlling and preventing diseases and pests and would evaluate the plant progress and soil composition as well as prepare biodynamic soil compost for improved soil health and growth. He later became a supervisor for Greenheart nursery, and later for Advanced cooling systems, and then for Duncan Family Farms where he was the supervisor for operations. He supervised 6000+ acres in Goodyear, New Cuyama and the Imperial Valley and supervised the implementation of the fertilizer/pesticide plan, the irrigation crews/all applications, the carrot program, and an additional 30 men crew including irrigators and tractor drivers. He was also a farm manager for Bornt and Sons Inc., and worked daily with the Food Safety Department in the implementation of the Safety Program and ensured the farm was following the Good Agricultural Practices and LGMA. He has many vital qualifications including farm management, pest control, organic farming, soil preparation, weed control, etc. Mota has certifications and trainings from various colleges in Electrical Wiring and Plant Science from Arizona Western College, Private Pesticide Applicator certificate from the Arizona Department of Agriculture, and HACCP, GHP, and GAP training from University in Arizona.

Management Compensation

At the time of the readiness review our officers will become employees and receive the following annual salaries:

Name	Position	Salary
Dennis Brewer	Chairman & CEO	\$ 785,000
Paul Smith	CFO	\$ 200,000
Michael L. Castro	VP Operations	\$ 150,000
Peter S. LeBlond	VP Sales and Marketing	\$ 135,000
Rafael Gomez	Director of Food Safety and Organic Integrity	\$ 120,000
David Mota	Director of Organic Farming	\$ 100,000

There are currently no employment contracts or stock option plans.

Board of Directors All directors hold office until the next annual meeting of shareholders and until their successors have been duly elected and qualified. There are no family relationships among our directors or executive officers. Officers are elected by and serve at the discretion of the Board of Directors. Directors do not receive any compensation for their services but are entitled to reimbursement for expenses in attending board meetings.

CERTAIN TRANSACTIONS

There are currently no transactions between the company and any shareholders, officers, directors or any other affiliates. In lieu of salary, Dennis Brewer has borrowed \$30,000 from the Company at 3.5% interest per annum, until compensation due for 2015 services is paid in full.

PRINCIPAL SHAREHOLDERS

This table shows the ownership of: (i) each officer and director; (ii) all officers and directors as a group; and (iii) all persons who own 5% or more of the outstanding voting stock of the company which has 16,200,000 shares of common stock and 12,500 shares of Preferred Series A, \$10 par value, outstanding as of the date of this Memorandum.

<u>Name of Beneficial Owner</u>	<u>Amount of Beneficial Ownership(1)</u>	<u>Percentage Ownership Before Offering</u>	<u>Percentage Ownership After Maximum Offering(2)</u>
Dennis Brewer (Chairman, CEO)	16,200,000	99%	80%
Dean Smith	10,000	%	%
Doug Petersen	2,500	%	%

Shares owned by Dean Smith and Doug Petersen are Preferred Series A, \$10 Par value, and convertible to a total of 75,000 Common shares.

DESCRIPTION OF SECURITIES

Our authorized capital stock consists of 40,000,000 shares of common stock, par value \$.001 per share. As of the date of this Memorandum, 16,200,000 shares of common stock are issued and outstanding. An additional 75,000 Shares have been reserved for issuance upon conversion of Preferred Shares. The following summary description relating to our capital stock does not purport to be complete and is qualified in its entirety by reference to our Certificate of Incorporation and Bylaws.

Common Stock

Holders of common stock are entitled to cast one vote for each share on all matters submitted to a vote of shareholders, including the election of directors. The holders of common stock are entitled to receive ratably such dividends, if any, as may be declared by the Board of Directors out of funds legally available therefor. See "Dividend Policy." Such holders do not have any preemptive or other rights to subscribe for additional shares. All holders of common stock are entitled to share ratably in any assets for distribution to shareholders upon the liquidation, dissolution or winding

up of the Company. There are no conversion, redemption or sinking fund provisions applicable to the common stock. All outstanding shares of common stock are fully paid and non-assessable.

Stock Option Plan

There is currently no Stock Option Plan.

Certain Effects of Authorized but Unissued Stock

The Company has 20,200,000 shares of common stock remaining authorized but unissued. Authorized but unissued shares of common stock are available for future issuance without shareholder approval. Issuance of these shares will dilute your percentage ownership of the Company.

Dividend Policy

The Company has never declared or paid dividends on its Common Stock and does not intend to pay dividends on the Common Stock in the foreseeable future. Instead, the Company plans to retain any earnings to finance the development of the business and for general corporate purposes.

PLAN OF DISTRIBUTION

Term of Offering

The Offering is effective as of the date of the Memorandum. The Offering will remain open if the Minimum Offering is raised within 180 days from the date of this Memorandum, unless extended by the Company in its discretion for another 120 days. If the Minimum Offering is raised, the Offering will continue until the Maximum Offering is raised or twelve months from the date of this Memorandum (unless the Company extends the Offering, in its discretion, for another 180 days). Subscription proceeds will be held in a [non-interest] bearing escrow account at the acceptance of such subscriptions by the Company and the Initial Closing, an Interim Closing, or the Final Closing, as the case may be.

Consultant

The Shares are offered directly by the Company with full coordination with its consultant, ADAMSON BROTHERS CORP (the “consultant”) on the terms and conditions set forth in this Memorandum to accredited investors only (see “—Suitability Standards”) pursuant to exemptions from registration.

At each closing, we will pay the consultant/founder: a placement fee of 10% of the aggregate price of the Shares sold as such closing;

Suitability Standards

Investment in the Shares involves significant risks and is suitable only for persons of adequate financial means who have no need for liquidity with respect to this investment and are sophisticated. The suitability standards discussed below represent minimum suitability standards for prospective investors. The satisfaction of such standards by a prospective investor does not

necessarily mean that the Shares are a suitable investment for such prospective investor. Prospective investors are encouraged to consult their personal financial advisors to determine whether an investment in the Shares is appropriate. The Company may reject subscriptions, in whole or in part, in its absolute discretion.

Subscriptions for the purchase of Shares will be accepted only from investors who are "accredited," as that term is defined by the federal securities laws. Investors will be deemed to be accredited if they are able to absorb the loss of their investment in the Shares because they meet the minimum income, net worth or total assets standards summarized in this section. An accredited investor is defined as any person who comes within any of the following categories, or whom the Company reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(a) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(b) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(c) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(d) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(e) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000;

(f) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of

those years and has a reasonable expectation of reaching the same income level in the current year;

(g) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) and

(h) Any entity in which all of the equity owners are accredited investors.

As used in this Memorandum, the term "net worth" means the excess of total assets over total liabilities. In computing net worth for the purpose of paragraph (1) above, the principal residence of the investor must be valued at cost, including cost of improvements, or at recently appraised value by an institutional lender making a secured loan, net of encumbrances.

Each investor must represent in writing that it qualifies as an "accredited investor" as described above, and must demonstrate the basis for such qualification. In addition, all investors, regardless of their income, net worth or total assets, must certify in writing that, among other things, he or she by reason of the investor's business or financial experience, or that of the investor's professional advisor, (i) the investor could reasonably be assumed to have the capacity to protect their own interests in connection with this transaction and is able to evaluate the merits and risks of a purchase of the Shares, (ii) the investor is acquiring the Shares for its own account, for investment only and not with a view toward the resale or distribution thereof, (iii) the investor is aware that the Shares have not been registered under the Act or any state securities laws and that transfer thereof (and of the underlying shares of the Company's Common Stock) is restricted by the Act, applicable state securities laws, the subscription agreement to be entered into in connection with the purchase of the Shares and the absence of a market for the Shares, (iv) that such investors meet the suitability requirements set forth in this Memorandum; (v) the investor has had access to sufficient information needed to make an investment decision about Company and the Shares, and has had an opportunity to ask questions; and that the investor can tolerate the illiquidity that is characteristic of restricted securities in a private company and in these Shares in particular.

After the Company determines that a potential investor meets the Company's suitability standards and is accredited, the Company will deliver to the potential investor a Memorandum and Subscription Agreement. Each Subscription Agreement must be fully completed and executed. The Company may reject a potential investor's Subscription Agreement arbitrarily without stating a reason. Subscriptions may be rejected for failure to conform to the requirements of this Memorandum, insufficient documentation, oversubscription, or for any other reason the Company determines to be in the interests of the Company. Subscriptions may not be revoked, canceled, or terminated by the subscriber except as provided in the subscription agreement itself.

The Company will rely upon the material accuracy of the statements, representations and warranties contained in the Questionnaires and Subscription Agreements, all of which are binding upon offerees. The Company assumes no responsibility to verify independently the accuracy of any such statement, representation or warranty.

The preceding summary of the suitability standards is qualified in its entirety by the text of the Subscription Agreement which is attached hereto as Exhibit C.

No Registration of Securities; Restricted Securities

The Shares being offered in this Memorandum have not been registered under the Act or the securities laws of any state and to this extent are being offered in reliance upon federal and state exemptions from registration for nonpublic Offerings. The Shares are "covered securities" offered without state registration pursuant to the National Securities Markets Improvement Act of 1996. There are also regulatory safe harbors for these exemptions codified under federal law by SEC Regulation D, and under similar provisions of state laws. The Company has designed the Offering to comply with the safe harbors. The Company will also satisfy certain notice requirements respecting the Offering imposed by the states in which investors are domiciled.

The Shares offered in the Memorandum are restricted securities as defined in Rule 144 promulgated by the SEC and may not be transferred unless they are subsequently registered under the Act and any other applicable state securities laws or, in the opinion of the Company, they may be sold in a transaction which is exempt from federal and state securities registration requirements. Except as otherwise provided in this Offering, the Company has no obligation, and does not intend to register the Shares or to make available to any holder of Shares or other shareholder any exemption for the registration requirements of any such laws. Accordingly, investment in the Shares offered herein is suitable only for persons of adequate financial means who can bear the economic risk of their investment and who have no need for liquidity with respect to their investment.

How To Subscribe

The Subscription Agreement and instructions for its completion are contained in a separate booklet provided with this Memorandum. A copy of the Subscription Agreement is also attached to this Memorandum as Exhibit "C". You may purchase the Shares we are offering by completing and signing the Subscription Agreement, and delivering or mailing it, together with payment for the total purchase price, to WINNETT PERICO, INC. The purchase price must be paid in United States currency by money order, bank draft or check made payable to WINNETT PERICO, INC. Funds may also be wired to the company account as set forth in the instructions to the Subscription Agreement.

INDEMNIFICATION PROVISIONS FOR OFFICERS AND DIRECTORS

Our Certificate of Incorporation permits us to indemnify our officers and directors to the fullest extent authorized or permitted by law in connection with any proceeding arising by reason of the fact any person is or was an officer or director of the Company. Furthermore, our Certificate of Incorporation provides that no director of the Company shall be personally liable to it or its shareholders for monetary damages for any breach of fiduciary duty by such director acting as a director. Notwithstanding this indemnity, a director shall be liable to the extent provided by law for any breach of the director's duty of loyalty to the Company or its shareholders, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, pursuant to section of the General Corporation Law of Colorado (unlawful payment of a stock dividend or unlawful redemption of stock), or for any transaction from which a director derived

an improper personal benefit. Our Certificate of Incorporation permits us to purchase and maintain insurance on behalf of directors, officers, employees or agents of the Company or to create a trust fund, grant a security interest and/or use other means to provide indemnification.

Our Bylaws permit us to indemnify our officers and directors to the full extent authorized or permitted by law.

ADDITIONAL INFORMATION

Each prospective investor may ask questions and receive answers concerning the terms and conditions of this offering and obtain any additional information which the Company possesses, or can acquire without unreasonable effort or expense, to verify the accuracy of the information provided in this Memorandum.

The principal executive offices of the Company are located at **5151 East Broadway, Suite 1600, Tucson, AZ 85711.**

EXHIBIT A

[FINANCIAL STATEMENTS]

EXHIBIT B

REGISTRATION RIGHTS AGREEMENT

EXHIBIT C

SUBSCRIPTION AGREEMENT

Defendant Brewer Defense Exhibit

9. SEC Form S-1 For Winnett Perico Caused To Be Created By Adamson Brothers Corp

Defendant Brewer Defense Exhibit

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form S-1

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

WINNETT PERICO, INC.

(Exact Name of Registrant As Specified In Its Charter)

Colorado	0100	46-0858807
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	IRS I.D.
5151 East Broadway Blvd, Suite 1600 Tuscon, AZ		85711
(Address of principal executive offices)		(Zip Code)

Winnett Perico, Inc.
1635 Foxtrail Drive
Loveland, CO 80538
(520) 745-4403

(Name, address and telephone number of agent for service)

with copies to:
Adam S. Tracy, Esq.
Securities Compliance Group, Ltd.
520 W. Roosevelt Road, Suite 201
Wheaton, IL 60187
(888) 978-9901
at@ibankattorneys.com

SEC File No. _____

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act Registration Statement number of the earlier effective Registration Statement for the same offering. ☐

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company.

Large accelerated filer ☐ Accelerated Filer ☐
 Non-accelerated filer ☐ Smaller reporting company ☒

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

CALCULATION OF REGISTRATION FEE

<u>Title of each class of securities to be registered</u>	<u>Amount to be registered</u>	<u>Proposed maximum offering price per share</u>	<u>Proposed maximum aggregate offering price</u>	<u>Amount of registration fee</u>
Common Stock	1,000,000	\$12.00	\$12,000,000	\$1,208.40

- (1) Calculated under Rule 457 of the Securities Act of 1933 as .0001007 of the aggregate offering price.
- (2) In accordance with Rule 416(a), this registration statement shall also cover an indeterminate number of shares that may be issued and resold resulting from stock splits, stock dividends or similar transactions.

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and we are not soliciting offers to buy these securities in any jurisdiction where the offer or sale is not permitted.

PROSPECTUS – SUBJECT TO COMPLETION DATED DECEMBER 23, 2015

Winnett Perico, Inc.

Up to 1,000,000 Common Shares at \$12.00 per Share

Winnett Perico, Inc.. (“we”, “us”, or the “Company”) is offering for sale a maximum of 1,000,000 shares of its common stock, par value \$0.001 per share, at the price of \$12.00 per share. There is no minimum number of shares that must be sold by us for the offering to close, and therefore we may receive no proceeds or very minimal proceeds from the offering. The aggregate offering price of all securities sold under this prospectus may not exceed \$12,000,000. The offering will commence on the effective date of this prospectus and will terminate on or before _____.

We will sell the common shares ourselves and do not plan to use underwriters or pay any commissions. We will be selling our common shares using our best efforts and no one has agreed to buy any of our common shares. There is no minimum amount of common shares we must sell so no money raised from the sale of such common shares will go into escrow, trust or another similar arrangement. We will bear the all of the costs associated with this offering.

There is our initial public offering. Our common stock is not listed for trading on any exchange or automated quotation system. We intend, upon the effectiveness of the registration statement of which this prospectus is a part, to engage a market maker to apply for quotation on the OTC Electronic Bulletin Board. There can be no assurance that a market maker will agree to file the necessary documents with the Financial Industry Regulatory Authority (FINRA), which operates the OTC Electronic Bulletin Board; nor can there be any assurance that such an application for quotation will be approved.

We were incorporated in the State of Colorado on October 22, 2012. We are a developmental stage company, with limited operational history. Our business strategy is to grow and sell organic foods. Leveraging our management team’s vast experience in the industry and new and emerging technologies, we will target under-served sectors of the market, specifically organic vegetables and beef. Readers are encouraged to reference the section entitled “Business Operations” found on page 29 herein for additional information regarding our business.

Our auditors have indicated in their opinion on our financial statements as of and for the period from January 01, 2014 to August 31, 2015 that there exists substantial doubt as to our ability to continue as a going concern. Moreover, we are an early stage venture with limited operating history. **As such, this offering is highly speculative and the common stock being offered for sale involves a high degree of risk and should be considered only be persons who can afford the loss of their entire investment.** Readers are encouraged to reference the section entitled “Risk Factors” found on page 11 herein for additional information regarding the risks associated with our company and common stock

Please note that the Company is a “shell” company in accordance with Rule 405 promulgated under the Securities Act of 1933. Accordingly, any securities sold in this offering can only be resold through registration under the Securities Act of 1933; Section 4(1), if available, for non-affiliates; or by meeting the following conditions of Rule 144(i): (a) the issuer of the securities that was formerly a shell company has ceased to be a shell company; (b) the issuer of the securities is subject to the reporting requirements of Section 13 or 15(D) of the Exchange Act of 1934; and the issuer of the securities has filed all Exchange Act reports and material required to be filed during the preceding 12 months (or such shorter period that the issuer was required to file such reports and materials), other than Form 8-K reports; and at least one year has lapsed from the time that the issuer filed current Form 10 type information with the Commission reflecting its status as an entity that is not a shell company.

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A CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements which relate to future events or our future financial performance. In some cases, you can identify forward-looking statements by terminology such as “may”, “should”, “expects”, “plans”, “anticipates”, “believes”, “estimates”, “predicts”, “potential” or “continue” or the negative of these terms or other comparable terminology. These forward-looking statements include, without limitation, statements about our market opportunity, our strategies, competition, expected activities and expenditures as we pursue our business plan, and the adequacy of our available cash resources. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Actual results may differ materially from the predictions discussed in these forward-looking statements. The economic environment within which we operate could materially affect our actual results. Additional factors that could materially affect these forward-looking statements and/or predictions include, among other things: the volatility of real estate prices, the possibility that our marketing efforts will not be successful in identifying

customers in need of our products and services, the Company's need for and ability to obtain additional financing, and, other factors over which we have little or no control.

While these forward-looking statements, and any assumptions upon which they are based, are made in good faith and reflect our current judgment regarding the direction of our business, actual results will almost always vary, sometimes materially, from any estimates, predictions, projections, assumptions or other future performance suggested herein. Except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements to conform these statements to actual results.

SUMMARY INFORMATION

As used in this prospectus, references to the "Company," "we," "our," "us" or "Winnett Perico" refer to Winnett Perico, Inc. unless the context otherwise indicated.

You should carefully read all information in the prospectus, including the financial statements and their explanatory notes, under the Financial Statements prior to making an investment decision.

The Company

Organization:

We were incorporated under the laws of the State of Colorado on October 22, 2012. Our principal office is located at 5151 East Broadway, Suite 1600, Tuscon, AZ 85711. Our telephone number is (520) 745-4403.

Capitalization:

Our articles of incorporation provide for the issuance of up to 40,000,000 shares of common stock, no par value. As of the date of this Prospectus there are 16,200,000 shares of the Company's common stock issued and outstanding. Our articles of incorporation provide for the issuance of 10,000,000 shares of preferred stock. As of the date of this prospectus there are 75,000 shares of the Company's Series A Preferred shares issued and outstanding.

Controlling Shareholders

Our Chief Executive Officer and Chairman, Dennis Brewer, is our controlling shareholder and owns all of our issued and outstanding common shares.

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Shell Company Status

We are a "shell company" within the meaning of Rule 405, promulgated pursuant to Securities Act, because we have nominal assets and nominal operations. Accordingly, the securities sold in this offering can only be resold through registration under Section 5 the Securities Act of 1933, Section 4(1), if available, for non-affiliates or by meeting the conditions of Rule 144(i). A holder of our securities may not rely on the safe harbor from being deemed statutory underwriter under Section 2(11) of the Securities Act, as provided by Rule 144, to resell his or her securities. Only after we (i) are not a shell company, and (ii) have filed all reports and other materials required to be filed by section 13 or 15(d) of the Exchange Act, as applicable, during the preceding 12 months (or for such shorter period that we may be required to file such reports and materials, other than Form 8-K reports); and have filed current "Form 10 information" with the SEC reflecting our status as an entity that is no longer a shell company for a period of not less than 12 months, can our securities be resold pursuant to Rule 144. "Form 10 information" is, generally speaking,

the same type of information as we are required to disclose in this prospectus, but without an offering of securities. These circumstances regarding how Rule 144 applies to shell companies may hinder your resale of your shares of the Company.

Going Concern:

Our independent auditor has expressed substantial doubt about our ability to continue as a going concern given our lack of operating history and the fact to date have had no significant revenues. Potential investors should be aware that there are difficulties associated with being a new venture, and the high rate of failure associated with this fact. We have an accumulated deficit of at and have had no significant revenues to date. Our future is dependent upon our ability to obtain financing and upon future profitable operations from our operations. These factors raise substantial doubt that we will be able to continue as a going concern

Our company and our officers, directors, any company promoter and their affiliates do not intend, once we are reporting, to use our company as a vehicle for a private company to become a reporting company. We are not a blank check company, as such term is defined by Rule 419 promulgated under the Securities Act of 1933, as amended, as we have a specific business plan and we presently have no plans or intentions to engage in a merger or acquisition with an unidentified company, companies, entity or person.

Our Business

Plan of Operations:

The Company is actively engaged in the development of the Winnett Organics brand as an organic food operation. It plans to target three complementary segments of the rapidly growing, highly profitable organic foods specialty market- vegetables and beef.

Historical Operations:

Since inception, the Company has been focused on its organization and the development of its business plan. The Company has conducted research into its target industry and market, and has developed relationships with several retailers and distributors. For the year 2014, the Company generated a deficit of \$60,018. For the period January 1, 2015 to August 31, 2015, the Company has generated aa deficit of \$611,956.

Current Operations:

The Company is currently focusing on building its integrated supply chain, developing relationships with distributors and suppliers, and growing seasonal organic vegetables.

The Offering

Class of Securities Offered

Common stock, no par value.

No. of Shares being Sold in the Offering

One million (1,000,000).

Offering Price:

The Company intends to offer its common stock at \$12.00 per share.

No. of Shares Outstanding:	As of the date of this Prospectus, there are 16,200,000 shares of the Company's common stock issued and outstanding and 75,000 shares of the Company's Series A Preferred shares issued and outstanding.
Termination of the Offering:	The offering will commence as of the effective date of this Prospectus and will terminate on the sooner of the sale of the total number of shares being sold, one year from the effective date of this Prospectus or the decision by Company management to deem the offering closed.
Offering Costs:	We estimate our total offering registration costs to be \$32,000. If we experience a shortage of funds prior to funding, our officer and director has verbally agreed to advanced funds to allow us to pay for offering costs, filing fees, and correspondence with our shareholders; however our officer and director has no legal obligation to advanced or loan funds to the Company.
Market for our Common Stock	Our common stock is not listed for trading on any exchange or automated quotation system. We intend, upon the effectiveness of the registration statement of which this prospectus is a part, to engage a market maker to apply for quotation on the OTC Electronic Bulletin Board. There can be no assurance that a market maker will agree to file the necessary documents with the Financial Industry Regulatory Authority (FINRA), which operates the OTC Electronic Bulletin Board; nor can there be any assurance that such an application for quotation will be approved.
Common Stock Control:	Dennis Brewer, our Chief Executive Officer, currently owns all 16,200,000 outstanding shares of common stock of the company, and will continue to own sufficient common shares to control the operations of the company after this offering, irrespective of its outcome.
Best Efforts Offering:	We are offering our common stock on a "best efforts" basis through our Chief Executive Officer, who will not receive any discounts or commissions for selling the shares. There is no minimum number of shares that must be sold in order to close this offering.
Use of Proceeds:	We will use the proceeds of this offering to first cover administrative expenses in connection with this offering. We plan to use the remaining proceeds, if any, to further our business plan. We retain wide discretion with respect to the proceeds of this offering.

Implications of being an Emerging Growth Company

We are an emerging growth company under the JOBS Act. We shall continue to be deemed an emerging growth company until the earliest of:

1. The last day of the fiscal year of the issuer during which it had total annual gross revenues of \$1,000,000,000 (as such amount is indexed for inflation every 5 years by the Commission to reflect the change in the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics, setting the threshold to the nearest 1,000,000) or more;

2. The last day of the fiscal year of the issuer following the fifth anniversary of the date of the first sale of common equity securities of the issuer pursuant to an effective IPO registration statement;

3. The date on which such issuer has, during the previous 3-year period, issued more than \$1,000,000,000 in non-convertible debt; or

4. The date on which such issuer is deemed to be a 'large accelerated filer', as defined in section 240.12b-2 of title 46, Code of Federal Regulations, or any successor thereto.

As an emerging growth company we are exempt from Section 404(b) of Sarbanes Oxley. Section 404(a) requires Issuers to publish information in their annual reports concerning the scope and adequacy of the internal control structure and procedures for financial reporting. This statement shall also assess the effectiveness of such internal controls and procedures. Section 404(b) requires that the registered accounting firm shall, in the same report, attest to and report on the assessment and the effectiveness of the internal control structure and procedures for financial reporting.

As an emerging growth company we are also exempt from Section 14A (a) and (b) of the Securities Exchange Act of 1934 which require the shareholder approval of executive compensation and golden parachutes. These exemptions are also available to us as a Smaller Reporting Company.

We have elected to use the extended transition period for complying with new or revised accounting standards under Section 102(b)(2) of the Jobs Act, that allows us to delay the adoption of new or revised accounting standards that have different effective dates for public and private companies until those standards apply to private companies. As a result of this election, our financial statements may not be comparable to companies that comply with public company effective dates.

Summary Financial Information

Because this is only a financial summary, it does not contain all the financial information that may be important to you. Therefore, you should carefully read all the information in this prospectus, including the financial statements and their explanatory notes before making an investment decision.

WINNETT PERICO, INC. STATEMENT OF OPERATIONS

<u>From Jan. 1, 2014 to Dec. 31, 2014</u>	<u>From Jan 1, 2015 to Aug. 31, 2015</u>
\$	\$

Revenue		
Operating expenses:		
Travel and Entertainment-		3,543
Other costs		2,072
Financing fees		9,125
Legal fees	60,018	21,549
Officer Compensation		575,667
Total operating expenses	60,018	611,956
Net loss	60,018	611,956
Net loss per common share - basic and diluted:		
Net loss per share attributable to common stockholders	(0.022)	(0.227)
Weighted-average number of common shares outstanding	2,700,000	2,700,000

Where You Can Find Additional Information

We have filed with the Securities and Exchange Commission a registration statement on Form S-1. For further information about us and the shares of common stock to be sold in the offering, please refer to the registration statement and the exhibits and schedules thereto. The registration statement and exhibits may be inspected, without charge, and copies may be obtained at prescribed rates, at the SEC's Public Reference Room at 100 F St., N.E., Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The registration statement and other information filed with the SEC are also available at the web site maintained by the SEC at <http://www.sec.gov>

RISK FACTORS

In addition to the other information provided in this prospectus, you should carefully consider the following risk factors in evaluating our business before purchasing any of our common stock. All material risks are discussed in this section.

Risks Related to Our Company

Our having generated no revenues from operations makes it difficult for us to evaluate our future business prospects and make decisions based on those estimates of our future performance.

For the period January 01, 2014 to August 31, 2015, we have generated no revenues and incurred a loss of \$671,974. As a consequence, it is difficult, if not impossible, to forecast our future results based upon our historical data. Because of the related uncertainties, we may be hindered in our ability to anticipate and timely adapt to increases or decreases in revenues and expenses. If we make poor budgetary decisions as a result of unreliable data, we may never become profitable or incur losses, which may result in a decline in our stock price.

Our auditor has indicated in its report that there is substantial doubt about our ability to continue as a going concern as a result of our lack of revenues and if we are unable to generate significant revenue or secure financing we may be required to cease or curtail our operations.

Our auditor has indicated in its report that our lack of revenues raise substantial doubt about our ability to continue as a going concern. The financial statements do not include adjustments that might result from the outcome of this uncertainty. If we are unable to generate significant revenue or secure financing we may be required to cease or curtail our operations.

Our Certificate of Incorporation and Bylaws limit the liability of, and provide indemnification for, our officers and directors.

Our Certificate of Incorporation, generally limits our officers' and directors' personal liability to the Company and its stockholders for breach of fiduciary duty as an officer or director except for breach of the duty of loyalty or acts or omissions not made in good faith or which involve intentional misconduct or a knowing violation of law. Our Certificate of Incorporation and Bylaws, provide indemnification for our officers and directors to the fullest extent authorized by the Colorado General Corporation Law against all expense, liability, and loss, including attorney's fees, judgments, fines excise taxes or penalties and amounts to be paid in settlement reasonably incurred or suffered by an officer or director in connection with any action, suit or proceeding, whether civil or criminal, administrative or investigative (hereinafter a "Proceeding") to which the officer or director is made a party or is threatened to be made a party, or in which the officer or director is involved by reason of the fact that he is or was an officer or director of the Company, or is or was serving at the request of the Company whether the basis of the Proceeding is an alleged action in an official capacity as an officer or director, or in any other capacity while serving as an officer or director. Thus, the Company may be prevented from recovering damages for certain alleged errors or omissions by the officers and directors for liabilities incurred in connection with their good faith acts for the Company. Such an indemnification payment might deplete the Company's assets. Stockholders who have questions regarding the fiduciary obligations of the officers and directors of the Company should consult with independent legal counsel. It is the position of the Securities and Exchange Commission that exculpation from and indemnification for liabilities arising under the Securities Act of 1933, as amended, and the rules and regulations thereunder is against public policy and therefore unenforceable.

The Company may not be able to attain profitability without additional funding, which may be unavailable.

The Company has limited capital resources. Unless the Company begins to generate sufficient revenues to finance operations as a going concern, the Company may experience liquidity and solvency problems. Such liquidity and solvency problems may force the Company to cease operations if additional financing is not available. No known alternative resources of funds are available in the event we do not generate sufficient funds from operations.

Expenses required to operate as a public company will reduce funds available to develop our business and could negatively affect our stock price and adversely affect our results of operations, cash flow and financial condition.

Operating as a public company is more expensive than operating as a private company, including additional funds required to obtain outside assistance from legal, accounting, investor relations, or other professionals that could be more costly than planned. We may also be required to hire additional staff to comply with additional SEC reporting requirements. We anticipate that the cost of SEC reporting will be approximately \$50,000 annually. Our failure to comply with reporting requirements and other provisions of securities laws could negatively affect our stock price and adversely affect our results of operations, cash flow and financial condition. If we fail to meet these requirements, we will be unable to secure a qualification for quotation of our securities on the OTC Bulletin Board, or, if we have secured a qualification, we may lose the qualification and our securities would no longer trade on the OTC Bulletin Board. Further, if we fail to meet these obligations and consequently fail to satisfy our SEC reporting obligations, investors will then own stock in a company that does not provide the disclosure available in quarterly, annual reports and other required SEC reports that would be otherwise publicly available leading to increased difficulty in selling their stock due to our becoming a non-reporting issuer.

Our lack of history makes evaluating our business difficult.

We have a limited operating history and we may not sustain profitability in the future.

To sustain profitability, we must:

- develop and identify consumers interested in our products;
- compete with larger, more established competitors in the organic and natural products industry as well as traditional produce and natural products providers
- develop and enhance our brand recognition; and
- adapt to meet changes in our markets and competitive developments.

We may not be successful in accomplishing these objectives. Further, our lack of operating history makes it difficult to evaluate our business and prospects. Our prospects must be considered in light of the risks, uncertainties, expenses and difficulties frequently encountered by companies in their early stages of development, particularly companies in highly competitive industries. The historical information in this report may not be indicative of our future financial condition and future performance. For example, we expect that our future annual growth rate in revenues will be moderate and likely be less than the growth rates experienced in the early part of our history

Risks Related to Our Business

Because we have a limited history of operations we may not be able to successfully implement our business plan.

We have less than three years of operational history in our industry. Accordingly, our operations are subject to the risks inherent in the establishment of a new business enterprise, including access to capital, successful implementation of our business plan and limited revenue from operations. We cannot assure you that our intended activities or plan of operation will be successful or result in revenue or profit to us and any failure to implement our business plan may have a material adverse effect on the business of the Company.

We depend heavily on key personnel, and turnover of key senior management could harm our business.

Our future business and results of operations depend in significant part upon the continued contributions of our Chief Executive Officer. If we lose his services or if he fails to perform in his current position, or if we are not able to attract and retain skilled employees as needed, our business could suffer. Significant turnover in our senior management could significantly deplete our institutional knowledge held by our existing senior management team. We depend on the skills and abilities of these key employees in managing the product acquisition, marketing and sales aspects of our business, any part of which could be harmed by turnover in the future.

Our management has not had experience in managing the day to day operations of a public company and, as a result, we may incur additional expenses associated with the management of our company.

Our Chief Executive Officer Dennis Brewer is responsible for the operations and reporting of our company. The requirements of operating as a small public company are new to our management. This may require us to obtain outside assistance from legal, accounting, investor relations, or other professionals that could be more costly than planned. We may also be required to hire additional staff to comply with additional SEC reporting requirements. We anticipate that the costs associated with SEC requirements associated with going and staying public are estimated to be approximately \$32,000 in connection with this registration statement and thereafter \$50,000 annually. If we lack cash resources to cover these costs in the future, our failure to comply with reporting requirements and other provisions of securities laws could negatively affect our stock price and adversely affect our potential results of operations, cash flow and financial condition after we commence operations.

Our future results and reputation may be affected by litigation or other liability claims.

We have not procured a general liability insurance policy for our business. To the extent that we suffer a loss of a type which would normally be covered by general liability, we would incur significant expenses in defending any action against us and in paying any claims that result from a settlement or judgment against us. Adverse publicity could result in a loss of consumer confidence in our business or our securities.

Our business operations are subject to numerous laws and governmental regulations, exposing us to potential claims and compliance costs that could adversely affect our operations.

Manufacturers and marketers of food products are subject to extensive regulation by the Food and Drug Administration ("*FDA*"), the United States Department of Agriculture ("*USDA*"), and other national, state and local authorities. For example, the Food, Drug and Cosmetic Act and the new Food Safety Modernization Act and their regulations govern, among other things, the manufacturing, composition and ingredients, packaging and safety of foods. Under these acts, the FDA regulates manufacturing practices for foods through its current "*good manufacturing practices*" regulations, imposes ingredient specifications and requirements for many foods, inspects food facilities and issues recalls for tainted food products. Additionally, the USDA has adopted regulations with respect to a national organic labeling and certification program.

Food manufacturing facilities and products are also subject to periodic inspection by federal, state and local authorities. State regulations are not always consistent with federal regulations or other state regulations.

Any changes in laws and regulations applicable to food products could increase the cost of developing and distributing our products and otherwise increase the cost of conducting our business, any of which could materially adversely affect our financial condition. In addition, if we fail to comply with applicable laws and regulations, including future laws and regulations, we may be subject to civil remedies, including fines, injunctions, recalls or seizures, as well as potential criminal sanctions, any of which could have a material adverse effect on our business, financial condition, results of operations or liquidity.

Additional regulation could increase our costs of production, and our business could be adversely affected.

As an agricultural company, we are subject to extensive government regulation, including regulation of the manner in which we cultivate and fertilize as well as process our organic products. Furthermore, as we endeavor to move toward processing and selling our product, we will be subject to additional regulation regarding the manufacturing, distribution, and labeling of our products. There may be changes to the legal or regulatory

environment, and governmental agencies and jurisdictions where we operate may impose new manufacturing, importation, processing, packaging, storage, distribution, labeling or other restrictions, which could increase our costs and affect our financial performance.

We face intense competition, and our inability to compete effectively for any reason could adversely affect our business.

The organic produce market is highly competitive, and our products face competition from a number of small produce companies, as well as large agricultural companies. We intend to compete primarily on the basis of consistency of product quality, product availability, customer service and price. Many of our competitors are, or are affiliated with, large diversified companies that have substantially greater marketing or financial resources than we have. These resources give our competitors greater operating flexibility that, in certain cases, may permit them to respond better or more quickly to changes in the industry or to introduce new products more quickly and with greater marketing support. Increased competition could result in lower profit margins, substantial pricing pressure, reduced market share and lower operating cash flows. Price competition, together with other forms of competition, could have a material adverse effect on our business, financial position, results of operations and operating cash flows.

We may be subject to significant liability should the consumption of any food products manufactured or marketed by us cause injury, illness or death.

Regardless of whether such claims against us are valid, they may be expensive to defend and may generate negative publicity, both of which could materially adversely affect our operating results. The sale of food products for human consumption involves the risk of injury to consumers. Such injuries may result from tampering by unauthorized third parties, product contamination or spoilage, including the presence of bacterial contamination, foreign objects, substances, chemicals, other agents or residues introduced during production processes. Although we believe that we and our manufacturers are in material compliance with all applicable laws and regulations, if the consumption of our products causes or is alleged to have caused an illness in the future, we may become subject to claims or lawsuits relating to such matters. Even if a product liability claim is unsuccessful or is not fully pursued, the negative publicity surrounding an illness, injury or death could materially adversely affect our reputation with existing and potential customers on a permanent basis as well as our corporate image and operating results. Moreover, claims or liabilities of this nature might not be covered by insurance or by any rights of indemnity or contribution that we may have. Although we have product liability insurance coverage in amounts we believe to be adequate, we cannot be sure that claims or liabilities will be asserted for which adequate insurance will be available or that such claims or liabilities will not exceed the available amount of insurance coverage. Our food products may also experience product tampering, contamination or spoilage or be mislabeled or otherwise damaged. Under certain circumstances, a product recall could be initiated, leading to a material adverse effect on our reputation, operations and operating results. Recalls may be required to avoid seizures or civil or criminal litigation or due to market demands. Even if such a situation does not necessitate a recall, product liability claims could be asserted against us. A product liability judgment or a product recall involving us or a third party within one of our categories could have a material adverse effect on our business, financial condition, results of operations or liquidity and could impair the perception of our brand for an extended period of time. Even if we have adequate insurance or contractual indemnification, product liabilities relating to defective products could have a material adverse effect on our business, results of operations, liquidity, financial condition and brand image.

The food industry has been subject to a growing number of claims, including class action lawsuits based on the nutritional content of food products and on disclosure and advertising practices. We may face these types of claims and proceedings and, even if we are successful in defending these claims, publicity about these matters may harm our reputation and adversely affect our results. In addition, suits against our competitors can harm our business. These types of class action lawsuits can also make it more difficult for us to market our products, by restricting our ability to differentiate the functional food aspects of our products from other products on the market. Furthermore, the defense of class action lawsuits can result in significant costs, which are often times not covered by insurance, can be time consuming and can divert the attention of management from other matters relating to our business.

Adverse publicity or consumer concern regarding the safety and quality of food products or health concerns, whether with our products or for food products in the same food group as our products, may result in the loss of sales.

We are highly dependent upon consumers' perception of the safety, quality and possible dietary benefits of our products. As a result, substantial negative publicity concerning one or more of our products or other foods similar to or in the same food group as our products could lead to a loss of consumer confidence in our products, removal of our products from retailers' shelves and reduced sales and prices of our products. Product quality issues, actual or perceived, or allegations of product contamination, even when false or unfounded, could hurt the image of our brands and cause consumers to choose other products. Furthermore, any product recall, whether our own or by a third party within one of our categories or due to real or unfounded allegations, could damage our brand image and reputation. Any of these events could have a material adverse effect on our business, results of operations and financial condition. If we conduct operations in a market segment that suffers a loss in consumer confidence as to the safety and quality of food products, our business could be materially adversely affected.

The food industry is highly competitive, and we compete with many companies that have greater resources than us.

Numerous multinational, regional and local firms currently compete, or are capable of competing, with us. Our products compete with branded products as well as generic and private-label products of food retailers, wholesalers and cooperatives. We intend to compete primarily on the basis of product quality, ability to satisfy specific consumer needs, service, marketing, advertising and price. Some competitors may have different profit or strategic objectives than we do. Some competitors may invest in discounts or trade credit at a time when we are investing in new packaging and promotion, or vice versa. Competitors may develop new patentable technology that results in products which are able to compete successfully with our products. Substantial advertising and promotional expenditures are required to maintain or improve a brand's market position or to introduce a new product, and participants in our industry are engaging with new media, including customer outreach through social media and web-based vehicles, which require additional staffing and financial resources.

Our competitors may have substantially greater market presence, longer operating histories, better distribution, and greater financial, marketing, capital and other resources than us. Our ability to gain or maintain market share may be limited as a result of actions by competitors or by the limited advertising and promotional resources available to us.

Adverse weather conditions, natural disasters, crop disease, pests and other natural conditions can impose significant costs and losses on our business.

Organic produce, our primary product, is vulnerable to adverse weather conditions, including windstorms, floods, drought and temperature extremes, which are quite common but difficult to predict. In addition, organic produce is vulnerable to crop disease and to pests, which may vary in severity and effect, depending on the stage of production at the time of infection or infestation, the type of treatment applied and climatic conditions. Unfavorable growing conditions can reduce both crop size and quality. These factors can directly impact us by decreasing the quality and yields of our produce, increasing our costs and decreasing revenue and gross margins, which may have a material adverse effect on our business, results of operations and financial condition.

Our business is subject to weather conditions, commodity prices and other factors beyond our control, which may negatively affect sales of our products.

Factors beyond our control may adversely affect the volumes and prices of the organic food products we sell. Our business is sensitive to weather conditions, including droughts and natural disasters, which affect prices and yield. These factors may negatively influence sales of our products.

Risks Related to Our Common Stock

Due to the lack of a current public market for our stock, investors may have difficulty in selling stock they purchase

Prior to this Offering, no public trading market existed for the Company's securities. There can be no assurance that a public trading market for the Company's common stock will develop or that a public trading market, if develop, will be sustained. The common stock sold pursuant to this prospectus will be freely tradable, however will not be eligible for quotation on the Over the Counter Bulletin Board. We intend, upon the effectiveness of the registration statement of which this prospectus is a part, to engage a market maker to apply for quotation on the OTC Electronic Bulletin Board. There can be no assurance that a market maker will agree to file the necessary documents with the Financial Industry Regulatory Authority (FINRA), which operates the OTC Electronic Bulletin Board; nor can there be any assurance that such an application for quotation will be approved. Thus, it is anticipated that there will be little or no market for the Shares until the Company is eligible to have its common stock quoted on the OTC Electronic Bulletin Board and as a result, an investor may find it difficult to dispose of any shares purchased hereunder. Because there is none and may be no public market for the Company's stock, the Company may not be able to secure future equity financing which would have a material adverse effect on the Company.

Furthermore, when and if the Company's common stock is eligible for quotation on the OTC Electronic Bulletin Board, there can also be no assurance as to the depth or liquidity of any market for the common stock or the prices at which holders may be able to sell the shares.

As a result, investors could find it more difficult to trade, or to obtain accurate quotations of the market value of, the stock as compared to securities that are traded on the NASDAQ trading market or on an exchange. Moreover, an investor may find it difficult to dispose of any Shares purchased hereunder.

Investors may have difficulty in reselling their shares due to the lack of market or state Blue Sky laws.

Our common stock is currently not quoted on any market. No market may ever develop for our common stock, or if developed, may not be sustained in the future.

The holders of our shares of common stock and persons who desire to purchase them in any trading market that might develop in the future should be aware that there may be significant state law restrictions upon the ability of investors to resell our shares. Accordingly, even if we are successful in having the Shares available for trading on the OTCBB, investors should consider any secondary market for the Company's securities to be a limited one. We intend to seek coverage and publication of information regarding the company in an accepted publication which permits a "manual exemption." This manual exemption permits a security to be distributed in a particular state without being registered if the company issuing the security has a listing for that security in a securities manual recognized by the state. However, it is not enough for the security to be listed in a recognized manual. The listing entry must contain (1) the names of issuers, officers, and directors, (2) an issuer's balance sheet, and (3) a profit and loss statement for either the fiscal year preceding the balance sheet or for the most recent fiscal year of operations. We may not be able to secure a listing containing all of this information. Furthermore, the manual exemption is a non issuer exemption restricted to secondary trading transactions, making it unavailable for issuers selling newly issued securities. Most of the

accepted manuals are those published in Standard and Poor's, Moody's Investor Service, Fitch's Investment Service, and Best's Insurance Reports, and many states expressly recognize these manuals. A smaller number of states declare that they "recognize securities manuals" but do not specify the recognized manuals. The following states do not have any provisions and therefore do not expressly recognize the manual exemption: Alabama, Georgia, Illinois, Kentucky, Louisiana, Montana, South Dakota, Tennessee, Vermont and Wisconsin.

Accordingly, our shares should be considered totally illiquid, which inhibits investors' ability to resell their shares.

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Because we do not have an audit or compensation committee, shareholders will have to rely on the entire board of directors, none of which are independent, to perform these functions.

We do not have an audit or compensation committee comprised of independent directors. Indeed, we do not have any audit or compensation committee. These functions are performed by the board of directors as a whole. No members of the board of directors are independent directors. Thus, there is a potential conflict in that board members who are also part of management will participate in discussions concerning management compensation and audit issues that may affect management decisions.

Our Chief Executive Officer and Director owns all of our outstanding voting securities which could reduce the ability of minority shareholders to effect certain corporate actions.

Our Chief Executive Officer, Dennis Brewer, currently owns all of our outstanding voting securities. As a result, currently, and after the offering, he will possess a significant influence and can elect a majority of our board of directors and authorize or prevent proposed significant corporate transactions. His ownership and control may also have the effect of delaying or preventing a future change in control, impeding a merger, consolidation, takeover or other business combination or discourage a potential acquirer from making a tender offer.

There may not be funds available for net income because our Chief Executive Officer and Director maintains significant control and can determine his own salary and perquisites.

Our Chief Executive Officer, Dennis Brewer, owns all of our outstanding voting securities. As a result, there may not be funds available for net income because he maintains significant control and can determine his own salary and perquisites.

Because we are a "shell company" the holders of our restricted securities will not be able to sell their securities in reliance on Rule 144 and we cannot file registration statements under Section 5 of the Securities Act using a Form S-8, until we cease being a "shell company".

We are a "shell company" as that term is defined by the applicable federal securities laws. Specifically, because of the nature and amount of our assets and our very limited operations, pursuant to applicable federal rules, we are considered a "shell company". Applicable provisions of Rule 144 specify that during that time that we are a "shell company" and for a period of one year thereafter, holders of our restricted securities can not sell those securities in reliance on Rule 144. This restriction may have potential adverse effects on future efforts to form additional capital through unregistered offerings. Another implication of us being a shell company is that we cannot file registration statements under Section 5 of the Securities Act using a Form S-8, a short form of registration to register securities issued to employees and consultants under an employee benefit plan. As result, one year after we cease being a shell company, assuming we are current in our reporting requirements with the Securities and Exchange Commission and have filed current "Form 10 information" with the SEC reflecting our status as an entity that is no longer a shell company for a period of not less than 12 months, holders of our restricted securities may then sell those securities in reliance on Rule 144 (provided, however, those holders satisfy all of the applicable requirements of that rule). For us to cease being a "shell company" we must have more than nominal operations and more than nominal assets or assets which do not consist solely of cash or cash equivalents. Shares purchased in this offering, which will be immediately resalable, and sales of all of our other shares if and when applicable restrictions against resale expire, could have a depressive effect on the market price, if any, of our common stock and the shares we are offering.

Sales of our common stock under Rule 144 could reduce the price of our stock.

There are zero (0) shares of our common stock held by non-affiliates and 16,200,000 shares held by affiliates that Rule 144 of the Securities Act of 1933 defines as restricted securities.

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1,000,000 newly issued shares are being registered in this offering, however all of the remaining shares will still be subject to the resale restrictions of Rule 144, should we hereinafter cease being deemed a “*shell company*”. In general, persons holding restricted securities, including affiliates, must hold their shares for a period of at least six months, may not sell more than one percent of the total issued and outstanding shares in any 90-day period, and must resell the shares in an unsolicited brokerage transaction at the market price. The availability for sale of substantial amounts of common stock under Rule 144 could reduce prevailing market prices for our securities.

We may, in the future, issue additional shares of common stock, which would reduce investors’ percent of ownership and may dilute our share value.

Our Articles of Incorporation authorize the issuance of 40,000,000 shares of common stock. As of the date of this prospectus the Company had 16,200,000 shares of common stock outstanding. Accordingly, we may issue up to an additional 23,800,000 shares of common stock. The future issuance of common stock may result in substantial dilution in the percentage of our common stock held by our then existing shareholders. We may value any common stock issued in the future on an arbitrary basis. The issuance of common stock for future services or acquisitions or other corporate actions may have the effect of diluting the value of the shares held by our investors, and might have an adverse effect on any trading market for our common stock.

We are subject to compliance with securities law, which exposes us to potential liabilities, including potential rescission rights.

We may offer to sell our common stock to investors pursuant to certain exemptions from the registration requirements of the Securities Act of 1933, as well as those of various state securities laws. The basis for relying on such exemptions is factual; that is, the applicability of such exemptions depends upon our conduct and that of those persons contacting prospective investors and making the offering. We may not seek any legal opinion to the effect that any such offering would be exempt from registration under any federal or state law. Instead, we may elect to rely upon the operative facts as the basis for such exemption, including information provided by investor themselves.

If any such offering did not qualify for such exemption, an investor would have the right to rescind its purchase of the securities if it so desired. It is possible that if an investor should seek rescission, such investor would succeed. A similar situation prevails under state law in those states where the securities may be offered without registration in reliance on the partial preemption from the registration or qualification provisions of such state statutes under the National Securities Markets Improvement Act of 1996. If investors were successful in seeking rescission, we would face severe financial demands that could adversely affect our business and operations. Additionally, if we did not in fact qualify for the exemptions upon which it has relied, we may become subject to significant fines and penalties imposed by the SEC and state securities agencies.

Anti-takeover effects of certain provisions of Colorado state law may hinder a potential takeover of the Company.

The CMBCA contain certain provisions designed to enhance the ability of the Board of Directors to deal with attempts to acquire control of the Company. These provisions may be deemed to have an anti-takeover effect and may discourage takeover attempts which have not been approved by the Board of Directors (including potential takeovers which certain shareholders may deem to be in their best interest) and may adversely effect the price that a potential purchaser would be willing to pay for the Company's stock. These provisions also could discourage or make more difficult a merger, tender offer or proxy contest, even though such transaction may be favorable to the interests of shareholders, and could potentially adversely effect the price of the Common Stock.

There is no current established trading market for our securities and if a trading market does not develop, purchasers of our securities may have difficulty selling their shares.

There is currently no established public trading market for our securities and an active trading market in our securities may not develop or, if developed, may not be sustained. While we intend to seek a quotation on the OTC Bulletin Board, there can be no assurance that any such trading market will develop, and purchasers of the shares may have difficulty selling their common stock should they desire to do so. No market makers have committed to becoming market makers for our common stock and none may do so.

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Because we do not intend to pay any cash dividends on our common stock, our stockholders will not be able to receive a return on their shares unless they sell them.

We intend to retain any future earnings to finance the development and expansion of our business. We do not anticipate paying any cash dividends on our common stock in the foreseeable future. Unless we pay dividends, our stockholders will not be able to receive a return on their shares unless they sell them. There is no assurance that stockholders will be able to sell shares when desired.

Opt-in right for emerging growth company

We have elected to use the extended transition period for complying with new or revised accounting standards under Section 102(b)(2) of the Jobs Act, that allows us to delay the adoption of new or revised accounting standards that have different effective dates for public and private companies until those standards apply to private companies. As a result of this election, our financial statements may not be comparable to companies that comply with public company effective dates.

Implications of Being an Emerging Growth Company.

As a company with less than \$1.0 billion in revenue during its last fiscal year, we qualify as an "emerging growth company" as defined in the JOBS Act. For as long as a company is deemed to be an emerging growth company, it may take advantage of specified reduced reporting and other regulatory requirements that are generally unavailable to other public companies. These provisions include:

- A requirement to have only two years of audited financial statements and only two years of related Management's Discussion and Analysis included in an initial public offering registration statement;
- an exemption to provide less than five years of selected financial data in an initial public offering registration statement;
- an exemption from the auditor attestation requirement in the assessment of the emerging growth company's internal controls over financial reporting;
- an exemption from the adoption of new or revised financial accounting standards until they would apply to private companies;
- an exemption from compliance with any new requirements adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotation or a supplement to the auditor's report in which the auditor would be required to provide additional information about the audit and the financial statements of the issuer; an
- reduced disclosure about the emerging growth company's executive compensation arrangements

An emerging growth company is also exempt from Section 404(b) of Sarbanes Oxley which requires that the registered accounting firm shall, in the same report, attest to and report on the assessment on the effectiveness of the internal control structure and procedures for financial reporting. Similarly, as a Smaller Reporting Company we are exempt from Section 404(b) of the Sarbanes-Oxley Act and our independent registered public accounting firm will not be required to formally attest to the effectiveness of our internal control over financial reporting until such time as we cease being a Smaller Reporting Company.

As an emerging growth company, we are exempt from Section 14A (a) and (b) of the Securities Exchange Act of 1934 which require the shareholder approval of executive compensation and golden parachutes.

Section 107 of the JOBS Act provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. In other words, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to take advantage of the benefits of this extended transition period. Our financial statements may therefore not be comparable to those of companies that comply with such new or revised accounting standards.

We would cease to be an emerging growth company upon the earliest of:

- the first fiscal year following the fifth anniversary of this offering,
- the first fiscal year after our annual gross revenues are \$1 billion or more,
- the date on which we have, during the previous three-year period, issued more than \$1 billion in non-convertible debt securities, or
- as of the end of any fiscal year in which the market value of our common stock held by non-affiliates exceeded \$700 million as of the end of the second quarter of that fiscal year.

You may have limited access to information regarding our business because our obligations to file periodic reports with the SEC could be automatically suspended under certain circumstances.

As of effectiveness of our registration statement of which this prospectus is a part, we will be required to file periodic reports with the SEC which will be immediately available to the public for inspection and copying (see "Where You Can Find More Information" elsewhere in this prospectus). Except during the year that our registration statement becomes effective, these reporting obligations may (in our discretion) be automatically suspended under Section 15(d) of the Exchange Act if we have less than 300 shareholders and do not file a registration statement on Form 8A. If this occurs after the year in which our registration statement becomes effective, we will no longer be obligated to file periodic reports with the SEC and your access to our business information would then be even more restricted. After this registration statement on Form S-1 becomes effective, we will be required to deliver periodic reports to security holders. However, we will not be required to furnish proxy statements to security holders and our directors, officers and principal beneficial owners will not be required to report their beneficial ownership of securities to the SEC pursuant to Section 16 of the Exchange Act. Previously, a company with more than 500 shareholders of record and \$10 million in assets had to register under the Exchange Act. However, the JOBS Act raises the minimum shareholder threshold from 500 to either 2,000 persons or 500 persons who are not "accredited investors" (or 2,000 persons in the case of banks and bank holding companies). The JOBS Act excludes securities received by employees pursuant to employee stock incentive plans for purposes of calculating the shareholder threshold. This means that access to information regarding our business and operations will be limited.

Upon effectiveness of this registration statement, we will be subject to the 15(d) reporting requirements under the Securities Exchange Act of 1934, which does not require a company to file all the same reports and information as fully reporting companies.

Upon effectiveness of this registration statement, we will be subject to the 15(d) reporting requirements according to the Securities Exchange Act of 1934. As a Section 15(d) filer, we will be required to file quarterly and annual reports during the fiscal year in which our registration statement is declared effective; however, such duty to file reports shall be suspended as to any fiscal year, other than the fiscal year within which such registration statement became effective, if, at the beginning of such fiscal year the securities of each class are held of record by less than 300 persons. In addition, as a filer subject to Section 15(d) of the Exchange Act, we are not required to prepare proxy or information statements; our common stock will not be subject to the protection of the going private regulations; we will be subject to only limited portions of the tender offer rules; our officers, directors, and more than ten (10%) percent shareholders are not required to file beneficial ownership reports about their holdings in our company; that these persons will not be subject to the short-swing profit recovery provisions of the Exchange Act; and that more than five percent (5%)

holders of classes of our equity securities will not be required to report information about their ownership positions in the securities. As such, shareholders will not have access to certain material information which would otherwise be required if it was a fully reporting company pursuant to an Exchange Act registration.

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If we are not required to continue filing reports under Section 15(d) of the Securities Exchange Act of 1934 in the future, for example because we have less than three hundred shareholders of record at the end of the first fiscal year in which this registration statement is declared effective, and we do not file a Registration Statement on Form 8-A, our common shares (if listed or quoted) would no longer be eligible for quotation, which could reduce the value of your investment.

As a result of this offering as required under Section 15(d) of the Securities Exchange Act of 1934, we will file periodic reports with the Securities and Exchange Commission as required under Section 15(d). However, if in the future we are not required to continue filing reports under Section 15(d), for example because we have less than three hundred shareholders of record at the end of the first fiscal year in which this registration statement is declared effective, and we do not file a Registration Statement on Form 8-A upon the occurrence of such an event, our common stock can no longer be quoted on the OTC Markets OTC Link, which could reduce the value of your investment. Of course, there is no guarantee that we will be able to meet the requirements to be able to cease filing reports under Section 15(d), in which case we will continue filing those reports in the years after the fiscal year in which this registration statement is declared effective. Filing a registration statement on Form 8-A will require us to continue to file quarterly and annual reports with the SEC and will also subject us to the proxy rules of the SEC. In addition, our officers, directors and 10% stockholders will be required to submit reports to the SEC on their stock ownership and stock trading activity.

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USE OF PROCEEDS

Our offering is being made on a self-underwritten basis: no minimum number of shares must be sold in order for the offering to proceed. The offering price per share is \$12.00. The total offering amount is \$12,000,000. We do not intend to employ any material amount of the contemplated offering to discharge any current or future indebtedness of the Company. Moreover, we do not intend to use any proceeds of the offering to acquire any significant assets of acquire any entity.

Proceeds from this offering will be used for lease deposits, farming equipment, logistics equipment, material handling equipment, packing facility improvements, packing facility equipment, land acquisitions, and working capital.

The following table sets forth the uses of proceeds assuming the sale of 25%, 50%, 75% and 100%, respectively, of the securities offered for sale by the Company. There is no guarantee that we will receive any proceeds from the offering.

	25% of Offering Sold	50% of Offering Sold	75% of Offering Sold	100% of Offering Sold
<u>Offering Proceeds</u>				
Shares Sold	250,000	500,000	750,000	1,000,000
Gross Proceeds	\$3,000,000	\$6,000,000	\$9,000,000	\$12,000,000
Total Before Expenses	\$3,000,000	\$6,000,000	\$9,000,000	\$12,000,000

Offering Expenses

Legal & Accounting	\$25,000	\$25,000	\$25,000	\$25,000
Publishing/EDGAR	\$2,000	\$2,000	\$2,000	\$2,000
Transfer Agent	\$1,250	\$1,750	\$2,500	\$3,500
SEC Filing Fee	\$1,394	\$1,394	\$1,394	\$1,394
Total Offering Expenses	\$29,644	\$30,144	\$30,894	\$31,894

<u>Net Offering Proceeds</u>	\$2,970,356	\$5,969,856	\$8,969,106	\$11,968,106
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Expenditures

Legal & Accounting	\$35,000	\$40,000	\$45,000	\$45,000
Office Lease & Equipment	\$25,000	\$25,000	\$25,000	\$25,000
Lease Deposits	\$500,000	\$500,000	\$1,000,000	\$1,000,000
Logistics Equipment	\$1,000,000	\$1,000,000	\$1,500,000	\$2,000,000
Handling and Packing Facilities				
Equipment	\$1,000,000	\$2,000,000	\$3,000,000	\$4,000,000
Land Acquisition		\$2,000,000	\$3,000,000	\$4,000,000
Total Expenditures	\$2,560,000	\$5,565,000	\$8,570,000	\$11,070,000

<u>Net Remaining Proceeds</u>	\$410,356	\$404,856	\$399,106	\$898,106
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The above figures represent only estimated costs. This expected use of net proceeds from this offering represents our intentions based upon our current plans and business conditions. The amounts and timing of our actual expenditures may vary significantly depending on numerous factors, including the status of and results from operations. As a result, our management will retain broad discretion over the allocation of the net proceeds from this offering. We may find it necessary or advisable to use the net proceeds from this offering for other purposes, and we will have broad discretion in the application of net proceeds from this offering. Furthermore, we anticipate that we will need to secure additional funding for the fully implement our business plan.

In the event we are not successful in selling all of the securities we would utilize any available funds raised in the following order of priority:

- for general administrative expenses, including legal and accounting fees and administrative support expenses incurred in connection with our reporting obligations with the SEC;
- for office lease expenses and office equipment;
- for lease deposits;
- for logistic, handling, and packing equipment;
- for land acquisition; and
- for salaries for our Chief Executive Officer and the hiring of additional full-time employees.

DETERMINATION OF THE OFFERING PRICE

Our management has determined the offering price for the common shares being sold in this offering. The price of the shares we are offering was arbitrarily determined. The offering price bears no relationship whatsoever to our assets, earnings, book value or other criteria of value. The factors considered were:

- Our status as a developmental stage, "startup" company;

- Prevailing market conditions, including the history and prospects for the industry in which we compete;
- Our forecasted future prospects; and
- Our current capital structure.

Therefore, the public offering price of the shares does not necessarily bear any relationship to established valuation criteria and may not be indicative of prices that may prevail at any time or from time to time in the public market for the common stock. You cannot be sure that a public market for any of our securities will develop and continue or that the securities will ever trade at a price at or higher than the offering price in this offering. Such offering price does not have any relationship to any established criteria of value, such as book value or earnings per share. Because we have no significant operating history, the price of our common stock is not based on past earnings, nor is the price of our common stock indicative of the current market value of the assets owned by us. No valuation or appraisal has been prepared for our business and potential business expansion. Our common stock is presently not traded on any market or securities exchange and we have not applied for listing or quotation on any public market. You cannot be sure that a public market for any of our securities will develop and continue or that the securities will ever trade at a price at or higher than the offering price in this offering.

DILUTION

If you purchase any of the shares offered by this prospectus, your ownership interest will be diluted to the extent of the difference between the initial public offering price per share and the pro forma as adjusted net tangible book value per share of our common stock immediately after this offering. Dilution results from the fact that the initial public offering price per share is substantially in excess of the book value per share attributable to the existing stockholder for the presently outstanding stock. As of August 31, 2015, our net tangible book value was \$(631,992) or \$(0.234) per share of common stock. Net tangible book value per share represents the amount of our total tangible assets (excluding deferred offering costs) less total liabilities, divided by the number of shares of common stock outstanding at August 31, 2015.

The following table sets forth as of August 31, 2015, the number of shares of common stock purchased from us and the total consideration paid by our existing stockholder and by new investors in this offering if new investors purchase 25%, 50%, 75% or 100% of the offering, after deduction of offering expenses, assuming a purchase price in this offering of \$0.05 per share of common stock.

	25% of Offering Sold	50% of Offering Sold	75% of Offering Sold	100% of Offering Sold
Offering Price Per share	\$12.00	\$12.00	\$12.00	\$12.00
Post Offering Net Tangible Book Value	\$2,336,008	\$5,336,008	\$8,336,008	\$11,336,008
Post Offering Net Tangible Book Value Per Share	\$0.79186712	\$1.66750250	\$2.41623420	\$3.06378595
Pre-Offering Net Tangible Book Value Per Share	(\$0.234071)	(\$0.234071)	(\$0.234071)	(\$0.234071)
Increase (Decrease) Net Tangible Book Value Per Share After Offering for Original Shareholder	\$1.02593823	\$1.90157361	\$2.65030531	\$3.29785706
Dilution Per Share for New Shareholders	\$11.20813	\$10.33250	\$9.58377	\$8.93621
Percentage Dilution Per Share for New Shareholders	93.40%	86.10%	79.86%	74.47%
Capital Contribution by Purchasers of Shares	\$3,000,000	\$6,000,000	\$9,000,000	\$12,000,000
Capital Contribution by Existing Shares	\$200	\$200	\$200	\$200
% Contribution by Purchasers of Shares	99.99%	100.00%	100.00%	100.00%
% Contribution by Existing Shareholder	0.01%	0.00%	0.00%	0.00%
# of Shares After Offering Held by Public Investors	250,000	500,000	750,000	1,000,000

# of Shares After Offering Held by Existing Investors	2,700,000	2,700,000	2,700,000	2,700,000
Total Shares Issued and Outstanding	2,950,000	3,200,000	3,450,000	3,700,000
% of Shares - Purchasers After Offering	8.47%	15.63%	21.74%	27.03%
% of Shares - Existing Shareholder After Offering	91.53%	84.38%	78.26%	72.97%

Assuming the Issuer sells the entire offer of 1,000,000 shares, after giving effect to the sale of common shares in this offering, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us, our as adjusted net tangible book value as of August 31, 2015 would have been \$11,336,008 or \$3.0638 per share. This amount represents an immediate increase in the as adjusted net tangible book value of \$3.2979 per share to our existing stockholder and an immediate dilution in the as adjusted net tangible book value of approximately \$8.936 per share to new investors purchasing common shares in this offering. We determine dilution by subtracting the as adjusted net tangible book value per share after the offering from the amount of cash that a new investor paid for a share of common stock.

PLAN OF DISTRIBUTION

This Prospectus relates to the sale of 1,000,000 shares of common stock.

We will sell the common shares ourselves and do not plan to use underwriters or pay any commissions. We will be selling our common shares using our best efforts and no one has agreed to buy any of our common shares. This prospectus permits our officers and directors to sell the common shares directly to the public, with no commission or other remuneration payable to them for any common shares they may sell. There is no plan or arrangement to enter into any contracts or agreements to sell the common shares with a broker or dealer. Our officers and directors will sell the common shares and intend to offer them to friends, family members and business acquaintances. There is no minimum amount of common shares we must sell so no money raised from the sale of our common shares will go into escrow, trust or another similar arrangement.

The common shares are being offered by Dennis Brewer, the Company's Chief Executive Officer. Mr. Brewer will be relying on the safe harbor in Rule 3a4-1 of the Securities Exchange Act of 1934 to sell the common shares. No sales commission will be paid for common shares sold by Mr. Brewer. Mr. Brewer is not subject to a statutory disqualification and is not associated persons of a broker or dealer.

Additionally, Mr. Brewer primarily performs substantial duties on behalf of the registrant otherwise than in connection with transactions in securities. Mr. Brewer has not been a broker or dealer or an associated person of a broker or dealer within the preceding 12 months and they have not participated in selling an offering of securities for any issuer more than once every 12 months other than in reliance on paragraph (a)4(i) or (a)4(iii) of Rule 3a4-1 of the Securities Exchange Act of 1934.

The offering will terminate upon the earlier to occur of: (i) the sale of all 1,000,000 shares being offered, or (ii) 365 days after this registration statement is declared effective by the Securities and Exchange Commission.

These are no finders.

Market Information

There is no established public trading market for our securities and a regular trading market may not develop, or if developed, may not be sustained. A shareholder in all likelihood, therefore, will not be able to resell her or her securities should he or she desire to do so when eligible for public resales. Furthermore, it is unlikely that a lending institution will accept our securities as pledged collateral for loans unless a regular trading market develops.

OTC Electronic Bulletin Board Considerations

To be quoted on the OTC Electronic Bulletin Board, a market maker must file an application on our behalf in order to make a market for our common stock. We anticipate that after this registration statement is declared effective, market makers will enter "piggyback" quotes and our securities will thereafter trade on the OTC Bulletin Board.

The OTC Electronic Bulletin Board is separate and distinct from the NASDAQ stock market. NASDAQ has no business relationship with issuers of securities quoted on the OTC Electronic Bulletin Board. The SEC's order handling rules, which apply to NASDAQ-listed securities, do not apply to securities quoted on the OTC Electronic Bulletin Board.

Although the NASDAQ stock market has rigorous listing standards to ensure the high quality of its issuers, and can delist issuers for not meeting those standards, the OTC Electronic Bulletin Board has no listing standards. Rather, it is the market maker who chooses to quote a security on the system, files the application, and is obligated to comply with keeping information about the issuer in its files. FINRA cannot deny an application by a market maker to quote the stock of a company. The only requirement for inclusion in the bulletin board is that the issuer be current in its reporting requirements with the SEC.

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Although we anticipate listing on the OTC Electronic Bulletin board will increase liquidity for our stock, investors may have greater difficulty in getting orders filled because it is anticipated that if our stock trades on a public market, it initially will trade on the OTC Bulletin Board rather than on NASDAQ. Investors' orders may be filled at a price much different than expected when an order is placed. Trading activity in general is not conducted as efficiently and effectively as with NASDAQ-listed securities.

Investors must contact a broker-dealer to trade OTC Electronic Bulletin Board securities. Investors do not have direct access to the bulletin board service. For bulletin board securities, there only has to be one market maker.

Bulletin board transactions are conducted almost entirely manually. Because there are no automated systems for negotiating trades on the bulletin board, they are conducted via telephone. In times of heavy market volume, the limitations of this process may result in a significant increase in the time it takes to execute investor orders. Therefore, when investors place market orders - an order to buy or sell a specific number of shares at the current market price - it is possible for the price of a stock to go up or down significantly during the lapse of time between placing a market order and getting execution.

Because bulletin board stocks are usually not followed by analysts, there may be lower trading volume than for NASDAQ-listed securities.

There is no guarantee that our stock will ever be quoted on the OTC Electronic Bulletin Board.

Blue Sky Law Considerations

The holders of our shares of common stock and persons who desire to purchase them in any trading market that might develop in the future should be aware that there may be significant state law restrictions upon the ability of investors to resell our shares. Accordingly, even if we are successful in having the Shares available for trading on the OTCBB, investors should consider any secondary market for the Company's securities to be a limited one. There is no guarantee that our stock will ever be quoted on the OTC Electronic Bulletin Board. We intend to seek coverage and publication of information regarding the company in an accepted publication which permits a "manual exemption". This manual exemption permits a security to be distributed in a particular state without being registered if the company issuing the security has a listing for that security in a securities manual recognized by the state. However, it is not enough for the security to be listed in a recognized manual. The listing entry must contain (1) the names of issuers, officers, and directors, (2) an issuer's balance sheet, and (3) a profit and loss statement for either the fiscal year preceding the balance sheet or for the most recent fiscal year of operations. We may not be able to secure a listing containing all of this information. Furthermore, the manual exemption is a non-issuer exemption restricted to secondary trading

transactions, making it unavailable for issuers selling newly issued securities. Most of the accepted manuals are those published in Standard and Poor's, Moody's Investor Service, Fitch's Investment Service, and Best's Insurance Reports, and many states expressly recognize these manuals. A smaller number of states declare that they "recognize securities manuals" but do not specify the recognized manuals. The following states do not have any provisions and therefore do not expressly recognize the manual exemption: AL, CA, IL, KY, LA, MT, NH, NY, PA, TN and VA

We currently do not intend to and may not be able to qualify securities for resale in other states which require shares to be qualified before they can be resold by our shareholders.

DESCRIPTION OF SECURITIES

The following description as a summary of the material terms of the provisions of our Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws have been filed as exhibits to the registration statement of which this prospectus is a part.

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Common Stock

We are authorized to issue 40,000,000 shares of common stock, no par value. As of the date of this registration statement, there were 16,200,000 shares of common stock issued and outstanding held by 1 shareholder, our Chief Executive Officer.

Each share of common stock entitles the holder to one vote, either in person or by proxy, at meetings of shareholders. The holders are not permitted to vote their shares cumulatively. Accordingly, the shareholders of our common stock who hold, in the aggregate, more than fifty percent of the total voting rights can elect all of our directors and, in such event, the holders of the remaining minority shares will not be able to elect any of such directors. The vote of the holders of a majority of the issued and outstanding shares of common stock entitled to vote thereon is sufficient to authorize, affirm, ratify or consent to such act or action, except as otherwise provided by law.

Holders of common stock are entitled to receive ratably such dividends, if any, as may be declared by the Board of Directors out of funds legally available. We have not paid any dividends since our inception, and we presently anticipate that all earnings, if any, will be retained for development of our business. Any future disposition of dividends will be at the discretion of our Board of Directors and will depend upon, among other things, our future earnings, operating and financial condition, capital requirements, and other factors.

Holders of our common stock have no preemptive rights or other subscription rights, conversion rights, redemption or sinking fund provisions. Upon our liquidation, dissolution or windup, the holders of our common stock will be entitled to share ratably in the net assets legally available for distribution to shareholders after the payment of all of our debts and other liabilities. There are not any provisions in our Articles of Incorporation or our Bylaws that would prevent or delay change in our control.

Upon completion of the offering, Cathedral Stock Transfer will act as the registrant's transfer agent.

The Company is not authorized to issue any other equity securities other than the afore-described common stock.

Preferred Stock

The articles of incorporation of the Company authorize the issuance of 10,000,000 shares of preferred stock of the following class and par value:

<u>Class:</u>	<u>Authorized:</u>	<u>Par Value:</u>	<u>Issued and Outstanding:</u>
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A	2,500,000	\$1.67	75,000
B	2,500,000	\$30.00	0
C	2,500,000	\$50.00	0
D	2,500,000	\$100.00	0

The unissued preferred stock may be issued from time to time in one or more series, and our Board of Directors is authorized to issue such stock in one or more series and to fix from time to time the number of shares to be included in any series and the designations, powers, preferences and relative, participating, option or other special rights, and qualifications, limitations or restrictions thereof, of all shares of such series.

The Company has outstanding a total of 75,000 shares of its Series A Preferred Stock.

The Company has no shares of its Series B, C, or D Preferred Stock issued or outstanding.

All shares of Preferred Stock are convertible into one (1) share of common stock. Each share of Preferred Stock has voting rights at a ratio of one vote per share, as if they were voting shares of common stock.

Dividend Policy

We have never paid or declared any cash dividends on our common stock, and we do not anticipate paying any cash dividends on our common stock in the foreseeable future. We intend to retain all available funds and any future earnings to fund the development and expansion of our business. Any future determination to pay dividends will be at the discretion of our board of directors and will depend upon a number of factors, including our results of operations, financial condition, future prospects, contractual restrictions, restrictions imposed by applicable law and other factors our board of directors deems relevant.

Share Eligible for Future Sale

Prior to this offering, there was no public market for our common stock. We cannot predict the effect, if any, that market sales of shares of our common stock or the availability of shares of our common stock for sale will have on the market price of our common stock. Sales of substantial amounts of our common stock in the public market could adversely affect the market prices of our common stock and could impair our future ability to raise capital through the sale of our equity securities.

We have outstanding an aggregate of 16,200,000 shares of our common stock. Of these shares, only the 1,000,000 to be registered in this offering will be freely tradable without restriction or further registration under the Securities Act, unless those shares are purchased by our affiliates, as that term is defined in Rule 144 under the Securities Act.

The remaining 16,200,000 shares of common stock outstanding after this offering will be restricted as a result of securities laws. Restricted securities may be sold in the public market only if they have been registered or if they qualify for an exemption from registration under Rule 144 under the Securities Act.

Implication of the Applicability of Rule 144

Sales under the Rule 144 by our affiliates or persons selling shares on behalf of our affiliates are subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

There are zero (0) shares of our common stock held by non-affiliates and 16,200,000 shares held by affiliates that Rule 144 of the Securities Act of 1933 defines as restricted securities. Pursuant to Rule 144 of the Securities Act of 1933, as amended ("Rule 144"), a "shell company" is defined as a company that has no or nominal operations; and, either no or nominal assets; assets consisting solely of cash and cash equivalents; or assets consisting of any amount of cash and cash equivalents and nominal other assets.

As such, because we have nominal assets and minimal operations, we are still considered a "shell company" pursuant to Rule 144 and as such, sales of our securities pursuant to Rule 144 are not able to be made until we have ceased to

be a “shell company” and we are subject to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and have filed all of our required periodic reports for at least the previous one year period prior to any sale pursuant to Rule 144; and a period of at least twelve months has elapsed from the date “Form 10 information” (i.e., information similar to that which would be found in a Form 10 Registration Statement filing with the SEC-has been filed with the Commission reflecting the Company’s status as a non-“shell company.”

INTEREST OF NAMED EXPERTS

The financial statements for the period from January 1, 2014 to August 31, 2015 included in this prospectus have been audited by AJSH&co. who is a certified public accountant, to the extent and for the periods set forth in our report and are incorporated herein in reliance upon such report given upon the authority of said firm as experts in auditing and accounting. There have not been any changes in or disagreements with this firm on accounting and financial disclosure or any other matter.

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The legality of the shares offered under this registration statement is being passed upon by Adam S. Tracy, Esq., Securities Compliance Group, Ltd., 520 W. Roosevelt Road, Suite 201, Wheaton, IL 60187 (888) 978-9901. Mr. Tracy does not own any shares of the company.

DESCRIPTION OF BUSINESS OPERATIONS

The Company

Winnett Perico, Inc. was incorporated under the laws of the State of Colorado on October 22, 2012. We are a developmental stage company principally involved in the business of organic food operations. Since inception, we have generated an accumulated deficit in the amount \$671,974.

On September 16, 2015, we completed a 6-for-1 forward split of our common and preferred Stock, with the result that all shares of common and preferred Stock issued and outstanding immediately prior to the stock split increased by five additional shares for each share of stock owned by our shareholders. All share and per share numbers in this prospectus relating to our Preferred stock have been adjusted to give effect to this stock split, unless otherwise stated.

Winnett Perico, Inc. is the parent company of WinnettOrganics, Inc. The Company, through its wholly owned subsidiary, Winnett Organics, is developing the Winnett Organics brand as its integrated organic foods operation. WinnettOrganics will be a key participant in three emerging organic market segments, forecast to be valued at \$22.5 billion annually by 2020. The company plans to leverage 50% to 70% organic product price premiums to generate superior profits and an excellent capital base for further growth, as well as utilize technology tools such as RFID and GPS to improve performance and marketability of livestock and crops, further leveraging the organic pricing premium. The Company will enhance customer loyalty with strategic supply chain services to gain market share in this short of supply market.

Various wholesale customers have expressed interest in our organic produce, including Cal-Organic/Grimmway Farms, Bridges Organic Produce, Charlie's, Earthbound Farms, and Albert's Organics. As of the date of this prospectus, we have not entered into any formal agreements with any of these companies.

Industry Overview

Over the past two decades the organic foods market has become one of the fastest growing food categories in America. Consumer demand has grown by double-digits every year since the 1990s—and organic sales increased from \$3.6 billion in 1997 to over \$39 billion in 2014.

USDA does not have official statistics on U.S. organic retail sales, but information is available from industry sources. U.S. sales of organic products were an estimated \$28.4 billion in 2012—over 4 percent of total food sales—and will reach an estimated \$35 billion in 2014, according to the *Nutrition Business Journal*.

Fresh fruits and vegetables have been the top selling category of organically grown food since the organic food industry started retailing products over 3 decades ago, and they are still outselling other food categories, according to the *Nutrition Business Journal*. Produce accounted for 43 percent of U.S. organic food sales in 2012, followed by dairy (15 percent), packaged/prepared foods (11 percent), beverages (11 percent), bread/grains (9 percent), snack foods (5 percent), meat/fish/poultry (3 percent), and condiments (3 percent).

Market Opportunity

Numerous studies have been conducted on the buying habits and demographics of consumers of organic foods. Results have varied depending on the type of survey, sample size, and geographic coverage. However, a few general themes have emerged.

Consumers prefer organically produced food because of their concerns regarding health, the environment, and animal welfare, and they show a willingness to pay the price premiums established in the marketplace.

Organic products have shifted from being a lifestyle choice for a small share of consumers to being consumed at least occasionally by a majority of Americans. National surveys conducted by the Hartman Group and Food Marketing Institute during the early 2000s found that two-thirds of surveyed shoppers bought organically grown foods.

However, production is not keeping up with demand. Supply shortages are one of the greatest challenges facing the industry today. Despite continued growth in production, handlers are not able to keep up with demand. Organic food sales currently make up four percent of total food sales, while acreage devoted to organic agriculture is less than one percent of total U.S. cropland.

There are currently severe supply shortages in two organic food categories: organic vegetables and organic meat products. Both segments will require either new suppliers to enter the market or current suppliers to significantly increase their production.

We plan to capitalize on this supply shortage. With an experienced management team, excellent technology, and exceptional operational strategy, Winnett Organics will sell organic cool and warm season vegetables, and develop a vertically integrated organic beef supply chain throughout the U.S.

Growth Strategy

The Company was created to leverage ongoing supply shortages in the organic market and an immature supply chain into competitive advantage. We will grow from our planned 2015 base of cool season organic vegetables to an integrated full spectrum supplier of organic vegetables, and beef.

Most farming operations today rely on purchased inputs such as forage products, petrochemical fertilizers, and herbicides. Using a balanced organic strategy, including microbial soil builders, the Company's profitability will be much less dependent on oil prices or on the price fluctuations of a single commodity than is typical.

The Company will not be dependent on a single large customer as a market for its organic products. The Company will distribute its sales to a targeted array of mid-size organic wholesalers and large retailers. Strategic supply chain services, a strong service ethic, and a high service approach will enhance customer loyalty and encourage rapid new customer acceptance.

With access to adequate capital, the Company will also be able to collaborate with smaller suppliers to bring their production to market. This will create another tool for leveraging our market access, supply chain capabilities, and

infrastructure to bolster growth and profitability while serving short of supply markets. We intend to begin developing this channel within three years.

We will also leverage technology for efficiency and marketability. The Company will use recent technological advances in low cost computing power, software applied in field operations, RFID, and GPS-based operations protocols to improve yields and productivity. For example, GPS tracking of field history will allow us to manage crop rotations efficiently, and pinpoint organic fertilizer treatments and weed control for maximum yields.

The Company will use RFID technology to track and manage both its cattle herds and its equipment. This tracking will facilitate accurate record keeping on individual animals and pastures, helping determine fertility, weaning weights, and culling strategies, as well as pasture rotation strategies. RFID and software technologies also will help us monitor equipment productivity and schedule preventative maintenance.

We plan to utilize electronic traceability as an important marketing tool, helping customers ensure the organic origin of the products they purchase. Even in the conventional cattle market, animals are worth \$25-\$30 more if their history can be traced electronically – an excellent return on a \$3-\$5 investment.

The Company will also use a cloud-based accounting and financial system developed especially for farming and ranching applications to give its management and supervisory personnel access to financial information virtually anytime and anywhere.

Competition

We compete against a variety of greenhouses and farms offering similar organic products. We anticipate facing significant competition in the future from farms and greenhouses that offer the same emphasis on quality organic products offered by the Company.

The global market for organic products is highly fragmented and consists of a large number of medium and small scale manufacturers. Moreover, the market is becoming more competitive due to large multinationals making an entry into the global market through adopting various strategies. Private labels of retailers are becoming prominent and are the most successful in the organic food products market. Companies such as Hain Celestial Group Inc, Starbucks, Amy's Kitchen Inc, and Organic Valley are some of the major players of this market.

In addition to competing with other producers of organic produce, we also compete with producers of non-organic produce. Our competitors may have substantially greater market presence, longer operating histories, better distribution, and greater financial, marketing, capital and other resources than us. Our ability to gain or maintain market share may be limited as a result of actions by competitors or by the limited advertising and promotional resources available to us.

Research & Development

We did not spend any amounts on research and development activities from our inception on October 22, 2012 through September 30, 2015.

Intellectual Property

As of the date of this prospectus, we have no copyrights, patents, or trademarks.

Government Regulation

As an agricultural company, we are subject to extensive government regulation.

Manufacturers and marketers of food products are subject to extensive regulation by the Food and Drug Administration (“FDA”), the United States Department of Agriculture (“USDA”), and other national, state and local authorities. The Food, Drug and Cosmetic Act and the new Food Safety Modernization Act and their regulations

govern, among other things, the manufacturing, composition and ingredients, packaging and safety of foods. Under these acts, the FDA regulates manufacturing practices for foods through its current "*good manufacturing practices*" regulations, imposes ingredient specifications and requirements for many foods, inspects food facilities and issues recalls for tainted food products. Additionally, the USDA has adopted regulations with respect to a national organic labeling and certification program.

Food manufacturing facilities and products are also subject to periodic inspection by federal, state and local authorities.

USDA National Organic Program

We are involved in the sourcing, manufacturing, supplying, processing, marketing, selling and distribution of organic food products and, as such, are subject to certain organic quality assurance standards. In 1990, Congress passed the *Organic Foods Production Act* mandating that the USDA develop national standards for organically produced agricultural products to assure consumers that those products marketed as organic meet consistent, uniform standards. The *Organic Foods Production Act* established the National Organic Program, a marketing program housed within the Agricultural Marketing Service of the USDA.

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In December 2000, after considering recommendations from the National Organic Standards Board, as well as private, state, and foreign organic certification programs, USDA adopted regulations with respect to a national organic production, handling, labeling and certification program contained within 7 CFR 205. The regulations became fully effective in October 2002. These regulations, among other things, set forth the minimum standards producers must meet, and have reviewed by an accredited USDA-certifying agent, in order to label their products "*100% organic*", "*organic*", or "*made with organic ingredients*" and display the USDA organic seal. The regulations impose strict standards on the production of organic food products and limit the use of non-organic or synthetic materials in the production of organic foods. Generally, organic food products are produced using:

- agricultural management practices intended to promote and enhance ecosystem health;
- no genetically engineered seeds or crops, sewage sludge, long-lasting pesticides, herbicides or fungicides; and
- food processing practices intended to protect the integrity of the organic product and disallow irradiation, genetically modified organisms or synthetic preservatives.

After becoming certified, organic operations must retain records concerning the production, harvesting, and handling of agricultural products that are to be sold as organic for a period of five years. Any organic operation found to be in violation of the USDA organic regulations is subject to enforcement actions, which can include financial penalties or suspension or revocation of their organic certificate.

Additionally, our organic products may be subject to various state regulations. Many states have adopted their own organic programs making the state agency responsible for enforcing USDA regulations for organic operations. However, state organic programs may also add more restrictive requirements due to specific environmental conditions or the necessity of production and handling practices in the state. Applicable regulatory agencies in the U.S. include the USDA, which monitors and ensures the integrity of both the organic process and agricultural grain business, and the FDA and Department of Homeland Security ("*DHS*"), which oversee the safety, security and efficacy of the food supply in the U.S.

We currently manufacture and distribute a number of organic products that are subject to the standards set forth in the Organic Foods Production Act and the regulations adopted thereunder by the National Organic Standards Board. We believe that we are in material compliance with the organic regulations applicable to our business.

Environmental Matters

Our operations are subject to various federal, state and local environmental laws and regulations. We believe we are in compliance with all material environmental regulations affecting our facilities and operations and that expending resources for continued compliance will not have a material impact on our business, financial condition or results of operations.

Employees

As of the date of this prospectus, we have seven full-time employees. We currently rely on our CEO and director, Dennis Brewer, to manage all aspects of our business. We intend to engage additional employees on an as needed basis as our business expands.

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Legal Proceedings

We know of no existing or pending legal proceedings against us, nor are we involved as a plaintiff in any proceeding or pending litigation. There are no proceedings in which any of our directors, officers or any of their respective affiliates, or any beneficial stockholder, is an adverse party or has a material interest adverse to our interest.

Properties

Our principal executive offices are located at 5151 East Broadway, Suite 1600, Tucson, AZ 85711. These offices are leased from Intelligent Office at a rate of \$274 per month pursuant to a three (3) month lease entered into on August 27, 2015 that became effective September 1, 2015. Upon expiration of the three-month lease term, the lease will become month-to-month and will renew automatically until termination in writing with thirty (30) days notice by either party.

Yuma County Properties

We plan to lease a 15,000-acre property in Yuma County, Arizona in order to commence our produce growing operations. We will use 5,000 acres of this property in 2016, 10,000 acres in 2017, and 15,000 acres in 2018 for our product growing operations. The Company does not intend to pursue alternate uses of these properties, and plans to maintain their agricultural character for use in growing organic produce. As of the date of this prospectus, the Company has not entered into any agreement, formal or otherwise, with the owner of this property.

Nevada Property

We have also proposed a transaction for the acquisition of a Nevada ranch with 6,500 head capacity, 120,000 deeded, and 500,000 total acres for the price of \$10 Million cash and \$25 Million in stock. The ranch would be used, together with allocated farmland, to grow organic, grass fed beef. This will make most efficient use of farmland that must go through a sod rotation to meet USDA National Organic Program regulations. As of the date of this prospectus, we have not had any response to our offer from the seller of this property.

DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS, AND CONTROL PERSONS

The board of directors elects our executive officers annually. A majority vote of the directors who are in office is required to fill vacancies. Each director shall be elected for the term of one year, and until her successor is elected and qualified, or until her earlier resignation or removal. Our directors and executive officers are as follows:

<u>Name</u>	<u>Age</u>	<u>Position Held</u>
Dennis Brewer	60	CEO & Chairman
Paul Smith	66	Chief Financial Officer
Michael L. Castro	59	VP of Operations
Peter S. LeBlond	54	VP Sales and Marketing
Rafael Gomez	34	Director of Food Safety and Organic Integrity
David Mota	43	Director of Organic Farming

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Denis Brewer, Chief Executive Officer

Dennis Brewer is our Chief Executive Officer. Mr. Brewer brings extensive Board-level experience in natural and organic foods, together with extensive operations, business process, supply chain, logistics, technology, and sales experience. Brewer has more than 30 years of business experience, both as a Chief Operating Officer founding and growing companies, and as a consultant to companies with sales in the tens of billions. He has helped dozens of businesses improve their supply chain operations. He is past Chair of the Board of Puget Consumers Coop, a \$147 million organic and natural retail food grocery chain based in Seattle, Washington, and a founding Director of NutraSource. NutraSource was a rapidly growing \$45 million wholesaler of organic and natural food in Seattle, Washington, with customers throughout the Pacific Northwest and in Alaska until it was acquired by a competitor. Brewer was also a Chair and Director of AeA, a high technology trade association. Brewer began his career as a consultant at Deloitte Haskins & Sells. He holds an MBA and BA in Business Administration, and was a CPA from 1980 -1987. Mr. Brewer will continue in his capacity as CEO at least until the next annual meeting of shareholders of the Company, which will be held within six months of our fiscal year end, December 31st.

Paul Smith, Chief Financial Officer

Paul Smith is our Chief Financial Officer. Mr. Smith is an accomplished Senior Business Executive having broad general, operational & financial management experience with consistent success in consumer and business product companies. He has an excellent track record as CFO and President in building business value in high growth companies. As a successful Interim President, he lead the turnaround of a \$400 million global business and directly managed the largest \$200 million division turnaround, and implemented \$16 million of global profit improvements. He is recognized for building strong financial/operating organizations, implementing proactive business reporting/forecasting, SEC reporting, and financial controls relating to corporate governance, as well as reengineering/streamlining business systems using new IT technology. Smith is highly successful in presenting businesses and raising equity/debt capital, and has been the CFO to EnerPath as well as the Charter Baking Company, Nancy's Specialty Foods and Sensient Technologies Corporation. Smith has an MBA from Santa Clara University, BA of Science & Economics from University of Oregon, and a CPA from the State of Oregon. Mr. Smith will continue in his capacity as CFO at least until the next annual meeting of shareholders of the Company, which will be held within six months of our fiscal year end, December 31st.

Michael L. Castro, Vice President of Operations

Michael L. Castro is our Vice President of Operations. Mr. Castro is an innovative agriculturalist with substantive worldwide experience in the Science, Art and Business of cultivating soil and producing conventional and organic crops, and helps companies stay on the cutting edge of technology in the Fresh Fruit and Vegetable Food Industry. He provides full-scope Agricultural Operations Management with a commitment to excellence and continuous process improvement. He carries an expertise in general row crop farm operations, high tech irrigation, plant nutrition, soil fertility and biology, integrated pest management and plant pathology, quality assurance/food safety, R.E. Development, human resources, budgeting and tracking, and more. Castro has past experience as a COO/Co Founder of Home Town Farms and developed the best methods and materials for growing nutrient dense vine rip certified organic produce and was the featured speaker of 2015 UC Davis Seminars for County Farm Advisors production meeting. Castro also has past experience as an Agriculturalist for Beachbody LLC, a Chief Agronomist

for San Diego Organic Supply, a Supply Chain Consultant for Foreign Procurement Consultants, and the Manager of International Operations for Mexam Fruit Company. He has a Bachelor of Science Degree from California State University, was a former pest control advisor and is a certified independent organic inspector. Mr. Castro will continue in his capacity as Vice President of Operations at least until the next annual meeting of shareholders of the Company, which will be held within six months of our fiscal year end, December 31st.

Peter S. LeBlond, Vice President of Sales and Marketing

Peter S. LeBlond is our Vice President of Sales and Marketing. Mr. LeBlond, is a senior business development and sales and account management professional with 25+ years of career growth and applied leadership in identifying and capitalizing on market opportunities with large success. LeBlond's career began with Hubert Company as an account manager, and he exceeded territory projections by 28% within 12 months. He was the Vice President of business development for Gentile Bros. Company, and attained over half a million dollars in sales within the first 6 months of employment. He was also the Director in mass market sales for Albert's Organics, and was a key sales leader and contributing member of the business development team with core responsibilities for sales growth, business development and account management; he increased organic produce sales for Stater Bros by 100% in the first 9 months, and by 100% for Smart and Final in the first 6 months. He has an extensive history in producing sales growth for the companies he worked with. LeBlond graduated from the University of Cincinnati with a BS in Business Administration. Mr. LeBlond will continue in his capacity as Vice President of Sales and Marketing at least until the next annual meeting of shareholders of the Company, which will be held within six months of our fiscal year end, December 31st.

Rafael Gomez, Director of Food Safety and Organic Integrity

Rafael Gomez is our Director of Food Safety and Organic Integrity. Mr. Gomez started his career with Noll Manufacturing as the Supervisor of shipping and safety, and later worked as a Food Safety/ QA Senior Manager for Morada Produce Co. Morada Farming LLC. He was the program developer and implementer for many different commodities and took care of 3rdparty auditing, working closely with many large retailers as well as foreign countries. Gomez has also worked as a Director of Food and Safety and Quality Assurance, developing a strong food safety team knowledgeable to oversee all aspects of a Food Safety and QA Program. He implemented a GFSI food safety level program and formed as well as managed a robust EMP program with trending data, and helped design an in-house laboratory to run onsite testing (APC). Gomez has degrees in architectural design and construction management engineering, as well as an extensive amount of certifications and licenses including HACCP, GFSI, Global GAP Option I and II, Organic, Quality Assurance, Fields Food Safety (GAP), MRL Chemicals, Microbiology Lab Certified, and more. Mr. Gomez will continue in his capacity as Director of Food Safety and Organic Integrity at least until the next annual meeting of shareholders of the Company, which will be held within six months of our fiscal year end, December 31st.

David Mota, Director of Organic Farming

David Mota is our Director of Organic Farming. Mr. Mota began his career as a high purity water technician and would install water treatment systems and troubleshoot water equipment. He became a grower for Moringa Farms and partnered and operated a Moringanursery for research and sale, as well as research and development for cattle feed for beef and dairy production. He was responsible for controlling and preventing diseases and pests and would evaluate the plant progress and soil composition as well as prepare biodynamic soil compost for improved soil health and growth. He later became a supervisor for Greenheart nursery, and later for Advanced cooling systems, and then for Duncan Family Farms where he was the supervisor for operations. He supervised 6000+ acres in Goodyear, New Cuyama and the Imperial Valley and supervised the implementation of the fertilizer/pesticide plan, the irrigation crews/all applications, the carrot program, and an additional 30 men crew including irrigators and tractor drivers. He was also a farm manager for Bornt and Sons Inc., and worked daily with the Food Safety Department in the implementation of the Safety Program and ensured the farm was following the Good Agricultural Practices and LGMA. He has many vital qualifications including farm management, pest control, organic farming, soil preparation, weed control, etc. Mota has certifications and trainings from various colleges in Electrical Wiring and Plant Science from Arizona Western College, Private Pesticide Applicator certificate from the Arizona

Department of Agriculture, and HACCP, GHP, and GAP training from University in Arizona. Mr. Mota will continue in his capacity as Director of Organic Farming at least until the next annual meeting of shareholders of the Company, which will be held within six months of our fiscal year end, December 31st.

Code of Ethics Policy

We have not yet adopted a code of ethics that applies to our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions.

Board Composition

Our Bylaws provide that the Board of Directors shall consist of no more than one (1) director. Each director of the Company serves until his successor is elected and qualified, subject to removal by the Company's majority shareholders. Each officer shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined by the Board of Directors, and shall hold his office until his successor is elected and qualified, or until his earlier resignation or removal.

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Potential Conflicts of Interest

Since we do not have an audit or compensation committee comprised of independent directors, the functions that would have been performed by such committees are performed by our directors. Thus, there is a potential conflict of interest in that our directors and officers have the authority to determine issues concerning management compensation and audit issues that may affect management decisions. We are not aware of any other conflicts of interest with any of our executives or directors.

Director Independence

Our board of directors has undertaken a review of the independence of each director and considered whether any director has a material relationship with us that could compromise his ability to exercise independent judgment in carrying out his responsibilities. As a result of this review, our board of directors determined that our directors do not meet the independence requirements, according to the applicable rules and regulations of the SEC.

Corporate Governance

There have been no changes in any state law or other procedures by which security holders may recommend nominees to our board of directors. In addition to having no nominating committee for that purpose, we currently have no specific audit committee and no audit committee financial expert. Based on the fact that our current business affairs are simple, any such committees are excessive and beyond the scope of our business and needs.

Family Relationships

None.

Involvement in Certain Legal Proceedings

No officer, director, or persons nominated for such positions, promoter or significant employee has been involved in the last ten years in any of the following:

- Any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time,

- Any conviction in a criminal proceeding or being subject to a pending criminal proceeding (excluding traffic violations and other minor offenses),
- Being subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting her involvement in any type of business, securities or banking activities,
- Being found by a court of competent jurisdiction (in a civil action), the Commission or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated.
- Having any government agency, administrative agency, or administrative court impose an administrative finding, order, decree, or sanction against them as a result of their involvement in any type of business, securities, or banking activity.
- Being the subject of a pending administrative proceeding related to their involvement in any type of business, securities, or banking activity.
- Having any administrative proceeding been threatened against you related to their involvement in any type of business, securities, or banking activity.

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EXECUTIVE COMPENSATION

Since inception, we have not paid any compensation to our officers or directors.

We may elect to award a cash bonus to key employees, directors, officers and consultants based on meeting individual and corporate planned objectives.

We do not have any standard arrangements by which directors are compensated for any services provided as a director. No cash has been paid to the directors in their capacity as such.

Employment Contracts:

No employment agreements currently exist with any of our officers, directors, or employees, with the exception of our President and CEO, Dennis Brewer. However, the Company intends to enter into employment agreements with each of our officers following the completion of this offering and will thereafter seek to provide salaries to our officers. The following table sets out the future annual salary we expect to pay to each of our officers and employees. However, the amount raised in this offering will play a significant factor in deciding the actual compensation offered to each officer and employee.

Name	Position	Expected Annual Salary
Paul Smith	CFO	\$200,000
Michael L. Castro	VP Operations	\$150,000
Peter S. LeBlond	VP Sales and Marketing	\$135,000
Rafael Gomez	Director of Food Safety and Organic Integrity	\$120,000
David Mota	Director of Organic Farming	\$100,000

Dennis Brewer Employment Agreement

The employment agreement with our President and CEO Dennis Brewer is effective July 5, 2015, and provides for an indefinite term of employment. The employment agreement may be terminated with prior written notice from the

executive or written notice from the Company stating the intent not to extend the employment term following a 2/3 vote from the Board of Directors that cause exists for the termination. Under the employment agreement, Mr. Brewer will receive annual salary through the first year of employment of \$785,000, retroactive to January 1, 2015, as base compensation. He will also receive a profit sharing bonus of four percent (4%) of the Employer's annual pre-tax profit no later than ninety (90) days after Employer's year end. He will also have the opportunity to participate in the Company's equity incentive programs. The executive is also subject to perpetual confidentiality restrictions that protect the Company's proprietary information, developments and other intellectual property following termination of employment.

Employee Benefit Plans

2015 Stock Incentive Plan

Our board of directors has adopted and our stockholders have approved the 2015 plan. The 2015 plan provides for the grant of incentive stock options, nonstatutory stock options, stock appreciation rights, awards of restricted stock, restricted stock units and other stock-based awards. The number of shares of our common stock reserved for the issuance under the 2015 plan is two million (2,000,000). Our employees, officers, directors, consultants and advisors will be eligible to receive awards under the 2015 plan.

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Pursuant to the terms of the 2015 plan, our board of directors (or a committee delegated by our board of directors) administers the 2015 plan and, subject to any limitations set forth in the 2015 plan, will select the recipients of awards and determine:

- the number of shares of common stock covered by options and the dates upon which those options become exercisable;
- the type of options to be granted;
- the exercise price of options, which price must be at least equal to the fair market value of our common stock on the date of grant;
- the duration of options, which may not be in excess of ten years;
- the methods of payment of the exercise price of options; and
- the number of shares of our common stock subject to, and the terms of, any stock appreciation rights, awards of restricted stock, restricted stock units or other stock-based awards, including the issue price, conditions for repurchase, repurchase price and performance conditions (though the measurement price of stock appreciation rights must be at least equal to the fair market value of our common stock on the date of grant and the duration of such awards may not be in excess of ten years), if any.

If our board of directors delegates authority to an executive officer to grant awards under the 2015 plan, the executive officer will have the power to make awards to all of our employees, except executive officers. Our board of directors will fix the terms of the awards to be granted by such executive officer, including the exercise price of such awards (or a formula for establishing such price), and the maximum number of shares subject to awards that such executive officer may make.

In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of our common stock other than an ordinary cash dividend, we are required by the 2015 plan to make equitable adjustments (or make substitute awards, if applicable), in a manner determined by our board, to:

- the number and class of securities available under the 2015 plan;
- the share counting rules under the 2015 plan;
- the number and class of securities and exercise price per share of each outstanding option;

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- the share and per-share provisions and measurement price of each outstanding stock appreciation right;
- the number of shares and the repurchase price per share subject to each outstanding restricted stock award or restricted stock unit award; and
- the share and per-share related provisions and purchase price, if any, of any outstanding other stock-based award.

Upon a merger or other reorganization event (as defined in our 2015 plan), our board of directors, may, on such terms as our board determines (except to the extent specifically provided otherwise in an applicable award agreement or other agreement between the participant and us), take any one or more of the following actions pursuant to the 2015 plan, as to some or all outstanding awards, other than restricted stock awards:

- provide that all outstanding awards will be assumed or substantially equivalent awards will be substituted by the successor corporation (or an affiliate thereof);
- upon written notice to a participant, provide that the participant's unvested and/or unexercised options or other awards will terminate immediately prior to the consummation of such transaction unless exercised by the participant;

- provide that outstanding awards will become exercisable, realizable or deliverable, or restrictions applicable to an award will lapse, in whole or in part, prior to or upon the reorganization event;
- in the event of a reorganization event pursuant to which holders of our common stock will receive a cash payment for each share surrendered in the reorganization event, make or provide for a cash payment to the participants with respect to each award held by a participant equal to (1) the number of shares of our common stock subject to the vested portion of the award (after giving effect to any acceleration of vesting that occurs upon or immediately prior to such reorganization event) multiplied by (2) the excess, if any, of the cash payment for each share surrendered in the reorganization event over the exercise, measurement or purchase price of such award and any applicable tax withholdings, in exchange for the termination of such award;
- provide that, in connection with a liquidation or dissolution, awards convert into the right to receive liquidation proceeds (if applicable, net of exercise, measurement or purchase price thereof and any applicable tax withholdings); or
- any combination of the foregoing.

Our board of directors is not obligated by the 2015 plan to treat all awards, all awards held by a participant, or all awards of the same type, identically.

In the case of certain restricted stock units, no assumption or substitution is permitted, and the restricted stock units will instead be settled in accordance with the terms of the applicable restricted stock unit agreement.

Upon the occurrence of a reorganization event other than a liquidation or dissolution, the repurchase and other rights under each outstanding restricted stock award will continue for the benefit of the successor company and will, unless our board of directors may otherwise determine, apply to the cash, securities or other property which our common stock is converted into or exchanged for pursuant to the reorganization event, unless our board provided for the termination or deemed satisfaction of such repurchase or other rights under the restricted stock award agreement or any other agreement between the participant and us. Upon the occurrence of a reorganization event involving a liquidation or dissolution, all restrictions and conditions on each outstanding restricted stock award will automatically be deemed terminated or satisfied, unless otherwise provided in the agreement evidencing the restricted stock award or in any other agreement between the participant and us.

Our board of directors may at any time provide that any award under the 2015 plan shall become immediately exercisable in whole or in part, free of some or all restrictions or conditions, or otherwise realizable in whole or in part, as the case may be.

Except with respect to certain actions requiring stockholder approval under the Internal Revenue Code, our board of directors may amend, modify or terminate any outstanding award under the 2015 plan, including but not limited to, substituting therefor another award of the same or a different type, changing the date of exercise or realization, and converting an incentive stock option into a nonstatutory stock option, subject to certain participant

consent requirements. Unless our stockholders approve such action, the 2015 plan provides that we may not (except as otherwise permitted in connection with a change in capitalization or reorganization event):

- amend any outstanding stock option or stock appreciation right granted under the 2015 plan to provide an exercise or measurement price per share that is lower than the then-current exercise or measurement price per share of such outstanding award;
- cancel any outstanding option or stock appreciation right (whether or not granted under the 2015 plan) and grant in substitution therefor new awards under the 2015 plan (other than substitute awards permitted in connection with a merger or consolidation of an entity with us or our acquisition of property or stock of another entity) covering the same or a different number of shares of our common stock and having an exercise or measurement price per share lower than the then-current exercise or measurement price per share of the cancelled award;
- cancel in exchange for a cash payment any outstanding option or stock appreciation right with an exercise or measurement price per share above the then-current fair market value of our common stock; or
- take any other action that constitutes a “repricing” within the meaning of the NASDAQ rules.

No award may be granted under the 2015 plan after 10 years from the effective date of this offering. Our board of directors may amend, suspend or terminate the 2015 plan at any time, except that stockholder approval will be required to comply with applicable law or stock market requirements.

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Outstanding Equity Awards as of September 30, 2015

The following table sets forth information regarding outstanding equity awards held by our employees as of December 22, 2015, which consisted entirely of stock options:

Option Awards				
Name	Number of Securities Underlying Unexercised Options Exercisable		Number of Securities Underlying Unexercised Options Unexercisable	
	Options Exercisable (#)		Options Unexercisable (#)	
				Option Exercise Price (\$/share)
				Option Expiration Date
Mike Castro	-	(1)	200,000	\$ 5.50
Peter Leblond	-	(1)	200,000	\$ 5.50

- (1) Granted on September 30, 2015. Subject to Optionee maintaining continuous status as an employee as of such dates, the Option shall vest and become exercisable as follows:
33.33% of option shares will vest on the first anniversary of continuous employment.

02.77% of option shares will vest each month thereafter of continuous employment until all granted shares are vested.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following tables set forth the ownership, as of the date of this prospectus, of our common stock by each person known by us to be the beneficial owner of more than 5% of our outstanding common stock, our directors, and our executive officers and directors as a group. To the best of our knowledge, the persons named have sole voting and investment power with respect to such shares, except as otherwise noted. There are not any pending or anticipated arrangements that may cause a change in control.

The information presented below regarding beneficial ownership of our voting securities has been presented in accordance with the rules of the Securities and Exchange Commission and is not necessarily indicative of ownership for any other purpose. Under these rules, a person is deemed to be a "beneficial owner" of a security if that person has or shares the power to vote or direct the voting of the security or the power to dispose or direct the disposition of the security. A person is deemed to own beneficially any security as to which such person has the right to acquire sole or shared voting or investment power within 60 days through the conversion or exercise of any convertible security, warrant, option or other right. More than one person may be deemed to be a beneficial owner of the same securities. The percentage of beneficial ownership by any person as of a particular date is calculated by dividing the number of shares beneficially owned by such person, which includes the number of shares as to which such person has the right to acquire voting or investment power within 60 days, by the sum of the number of shares outstanding as of such date plus the number of shares as to which such person has the right to acquire voting or investment power within 60 days. Consequently, the denominator used for calculating such percentage may be different for each beneficial owner. Except as otherwise indicated below and under applicable community property laws, we believe that the beneficial owners of our common stock listed below have sole voting and investment power with respect to the shares shown.

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Name of Beneficial Owner:	Amount of Beneficial Ownership:	Percentage Ownership Before Offering:	
Dennis Brewer	16,200,000	100%	
Paul Smith	0	0%	
Michael L. Castro	0	0%	
Peter S. LeBlond	0	0%	
Rafael Gomez	0	0%	
David Mota	0	0%	
All Officers and Directors as a group (6 person)	16,200,000	100%	

This table is based upon information derived from our stock records. Unless otherwise indicated in the footnotes to this table and subject to community property laws where applicable, each of the shareholders named in this table has sole or shared voting and investment power with respect to the shares indicated as beneficially owned. Except as set forth above, applicable percentages are based upon 16,200,000 shares of common stock outstanding as of September 30, 2015.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Director Independence

The registrant's board of directors consists of Dennis Brewer. He is not independent as such term is defined by a national securities exchange or an inter-dealer quotation system.

Mr. Brewer was issued 16,200,000 common shares as consideration for his services as well as the advancement of miscellaneous organizational expenses.

Advances from Related Parties

If we experience a shortage of funds prior to the completion of this offering, Mr. Brewer, our Chief Executive Officer and Director has verbally agreed to advanced funds to allow us to pay for offering costs, filing fees, and correspondence with our shareholders; however our officer and director has no legal obligation to advance or loan funds to the Company. Mr. There exists no formal document or promissory note indicating the agreement to advance funds made by Mr. Brewer.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of our financial condition and results of operations should be read in conjunction with our financial statements and the related notes, and other financial information included in this Form S-1.

Our Management's Discussion and Analysis contains not only statements that are historical facts, but also statements that are forward-looking. Forward-looking statements are, by their very nature, uncertain and risky. These risks and uncertainties include international, national, and local general economic and market conditions; our ability to sustain, manage, or forecast growth; our ability to successfully make and integrate acquisitions; new product development and introduction; existing government regulations and changes in, or the failure to comply with, government regulations; adverse publicity; competition; the loss of significant customers or suppliers; fluctuations and difficulty in forecasting operating results; change in business strategy or development plans; business disruptions; the ability to attract and retain qualified personnel; the ability to protect technology; the risk of foreign currency exchange rate; and other risks that might be detailed from time to time in our filing with the Securities and Exchange Commission.

Although the forward-looking statements in this Registration Statement reflect the good faith judgment of our management, such statements can only be based on facts and factors currently known by them. Consequently, and because forward-looking statements are inherently subject to risks and uncertainties, the actual results and outcomes may differ materially from the results and outcomes discussed in the forward-looking statements. You are urged to carefully review and consider the various disclosures made by us in this report and in our other reports as we attempt to advise interested parties of the risks and factors that may affect our business, financial condition, and results of operations and prospects.

Overview

Winnett Perico, Inc. is the parent company of WinnettOrganics, Inc. The Company, through its wholly owned subsidiary, Winnett Organics, is developing the Winnett Organics brand as its integrated organic foods operation. WinnettOrganics will be a key participant in three emerging organic market segments, forecast to be valued at \$22.5 billion annually by 2020. The company plans to leverage 50% to 70% organic product price premiums to generate superior profits and an excellent capital base for further growth, as well as utilize technology tools such as RFID and GPS to improve performance and marketability of livestock and crops, further leveraging the organic pricing premium. The Company will enhance customer loyalty with strategic supply chain services to gain market share in this short of supply market.

Various wholesale customers have expressed interest in our organic produce, including Cal-Organic/Grimmway Farms, Bridges Organic Produce, Charlie's, Earthbound Farms, and Albert's Organics. As of the date of this prospectus, we have not entered into any formal agreements with any of these companies.

For the period January 01, 2014 to August 31, 2015, we have generated no revenues and incurred total expenses of \$671,888 for a net loss in the amount of \$671,974. Our expenses are primarily attributed to expenses related to the organization of the Company, this offering, and officer compensation. We have generated an accumulated deficit in the amount of \$671,974 for the period ending August 31, 2015.

Plan of Operations

Our growth over the next twelve months will be generated through a combination of cost efficient penetration of initial markets and incremental expansion into other geographies in the US.

With the organic industry adding nearly \$3 billion of sales each year, the full line of services of suppliers like Winnett Organics will be a key to the industry's growth and development, particularly in the wholesale and large retailer market segments being targeted by the Company. Our management team has solved this set of supply chain problems many times before. With proper capitalization, WinnettOrganics can grow very rapidly by focusing on organic vegetables, and beef.

We intend to lease 15,000 acres of organic cropland located in Yuma County, Arizona. This land will be used to grow a mix of cool season vegetables and warm season vegetables. The Company intends to lease or acquire an additional 18,000 organic acres during the subsequent three years in Arizona. We also intend to add wholesale customers and direct retailers on a national scale.

We plan to add farmland for growth of our organic produce to its land base at the rate of 10,000 acres per year. It will also grow up to two crops each year to maximize land utilization. Each acre generates an average of \$12,000 per crop times two crops per year to generate a total of \$24,000 average per acre per year in southern climates.

We have proposed the acquisition of a Nevada ranch with 6,500 head capacity, 120,000 deeded, and 500,000 total acres for the price of \$10,000,000 cash and \$25,000,000 in stock options. The ranch would be used, together with allocated farmland, to grow organic, grass fed beef. This makes most efficient use of farmland that must go through a sod rotation to meet USDA National Organic Program regulations. It also provides a substantial price premium over regular grain fed beef.

We are highly dependent on the success of this offering to execute upon this proposed plan of operations. If we are unable to raise sufficient funds through this offering or obtain alternate financing in lieu of funds raised through this offering, we may never complete development and become profitable. In order to become profitable we may still need to secure additional debt or equity funding above and beyond what we are seeking to raise through this offering. To such end, we hope to be able to raise additional funds from an offering of our stock in the future. However, this offering may not occur, or if it occurs, it may not raise the required funding. We do not have any plans or specific agreements for new sources of funding at present.

Results of Operations

Our cash balance is \$54,852 as of the period ending August 31, 2015 with \$626,826 in liabilities. Our cash balance is not sufficient to fund our limited levels of operations for any period of time without further revenue or proceeds from this offering. We have may utilize funds from Dennis Brewer our Chief Executive Officer, who has informally agreed to advance funds to allow us to pay for offering costs, filing fees, and professional fees. Mr. Brewer however, has no formal commitment, arrangement or legal obligation to advance or loan funds to the company. In order to implement our plan of operations for the next twelve month period, we require a minimum of \$12,000,000 of funding from this offering. After the initial twelve month period we may need additional financing. We do not currently have any arrangements for additional financing.

We incurred expenses of \$671,974 which includes legal fees (\$81,567). This constitutes an aggregate loss of \$671,974. The maximum aggregate amount of this offering will be required to fully implement our business plan. If we do not receive any proceeds from the offering , we may be compelled to seek a loan from Mr. Brewer, who has informally agreed to advance us funds, however, he has no formal commitment, arrangement or legal obligation to advance or loan funds to the Company.

To meet our need for cash we are attempting to raise money from this offering. If we are unable to successfully find customers we may quickly use up the proceeds from this offering and will need to find alternative sources. At the present time, we have not made any arrangements to raise additional cash, other than through this offering. If we need additional cash and cannot raise it, we will either have to suspend operations until we do raise the cash, or cease operations entirely.

Purchase and Sale of Equipment

We presently have no equipment.

Income & Operation Taxes

We are subject to income taxes in the U.S.

Net Loss

We incurred net losses of \$671,974 for the period from January 01, 2014 to August 31, 2015.

Controls and Procedures

We are not currently required to maintain an effective system of internal controls. We will be required to comply with the internal control requirements of the Sarbanes-Oxley Act for the fiscal year ended December 31, 2016. As of the date of this prospectus, we have not completed an assessment, nor have our auditors tested our systems of internal controls.

Because it will take time, management involvement and perhaps outside resources to determine what internal control improvements are necessary for us to meet regulatory requirements and market expectations for our operations, we may incur significant expense in meeting our public reporting responsibilities, particularly in the areas of designing, enhancing, or remediating internal and disclosure controls. Doing so effectively may also take longer than we expect, thus increasing our exposure to financial fraud or erroneous financing reporting.

Once our management's report on internal controls is complete, we will retain our independent auditors to audit and render an opinion on such report when required under Section 404 of the Sarbanes-Oxley Act. The independent auditors may identify additional issues concerning our operations while performing their audit of internal control over financial reporting.

Off-Balance Sheet Arrangements; Commitments and Contractual Obligations

As of September 30, 2015 we did not have any off-balance sheet arrangements and did not have any commitments or contractual obligations.

Development Stage

Since its inception, the Company has devoted substantially all of its efforts to business planning, research and development, recruiting management and staff and raising capital. Accordingly, the Company is considered to be in the development stage. The Company has generated minimal revenues from operations and therefore lacks meaningful capital reserves.

Liquidity and Capital Resources

We are a development stage company and have had limited activity. Since we have not yet generated revenue from the production of organic produce, we have relied on funds received in connection with our equity and debt offerings to finance our ongoing operations. We have experienced net losses since inception.

We are attempting to raise funds to proceed with our plan of operation. To implement our plan of operations for the next 12 months, we require a minimum of \$12,000,000. We cannot guarantee that we will be able to sell all the shares required to satisfy our 12 months financial requirement. If we are successful, any money raised will be applied to the items set forth in the Use of Proceeds section of this prospectus. We will attempt to raise at least the minimum funds necessary to proceed with our plan of operation.

While we have minimal revenues as of this date, no substantial revenues are anticipated until we have completed the financing from this offering and implemented our full plan of operations. We must raise cash to implement our strategy to grow and expand per our business plan. The minimum amount of the offering will likely allow us to operate for at least one year and have the capital resources required to cover the material costs with becoming a publicly reporting. The company anticipates over the next 12 months the cost of being a reporting public company will be approximately \$50,000.

We are highly dependent upon the success of this offering, as described herein. Therefore, the failure thereof would result in the need to seek capital from other resources such as taking loans, which would likely not even be possible for the Company. However, if such financing were available, because we are a development stage company with no operations to date, we would likely have to pay additional costs associated with high risk loans and be subject to an above market interest rate. At such time these funds are required, management would evaluate the terms of such debt financing. If the Company cannot raise additional proceeds via a private placement of its equity or debt securities, or secure a loan, the Company would be required to cease business operations. As a result, investors would lose all of their investment.

Additionally, the Company will have to meet all the financial disclosure and reporting requirements associated with being a publicly reporting company. The Company's management will have to spend additional time on policies and procedures to make sure it is compliant with various regulatory requirements, especially that of Section 404 of the Sarbanes-Oxley Act of 2002. This additional corporate governance time required of management could limit the amount of time management has to implement the business plan and may impede the speed of its operations.

DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant as provided in the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

In the event that a claim for indemnification against such liabilities, other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding, is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such.

FINANCIAL STATEMENTS
For the period ended August 31, 2015

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REPORT OF THE INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholder of
Winnett Perico, Inc.

We have audited the accompanying balance sheet of Winnett Perico, Inc. ("the Company") as of August 31, 2015 and the related statements of operations, changes in stockholder's deficit and cash flows for the period from January 1, 2014 through August 31, 2015. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audit in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Winnett Perico, Inc. as of August 31, 2015 and the results of its operations and cash flows for the period described above in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has not established any source of revenue to cover its operating costs and has a working capital deficit. As of August 31, 2015, the Company does not have sufficient cash resources to meet its planned business objectives. These and other factors raise substantial doubt about the Company's ability to continue as a going concern. Management's plan regarding these matters is also described in Note 1 to the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

AJSH & Co,
New Delhi, India
Independent Auditors registered with
Public Company Accounting Oversight Board
December 22, 2015

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WINNETT PERICO, INC.

BALANCE SHEET

as of

	December 31, 2014	August 31, 2015
ASSETS		
		\$
Current Assets:		
Cash	-	54,852

Total Current Assets	0	54,852
TOTAL ASSETS	0	54,852
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current liabilities:		
Payables, accruals	60,018	626,826
Total Current Liabilities	60,018	626,826
Total Liabilities	60,018	626,826
Stockholders' Equity		
Stock Issuance	0	\$100,000
Paid In Capital		-
Prior Accumulated Retained Earnings		(60,018)
Current net profit (loss)	(60,018)	(611,956)
Less: Dividends		-
Total Shareholders' Equity	(60,018)	(571,956)
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	0	54,852

The accompanying notes are an integral part of these financial statements.

	From Jan. 1, 2014 to Dec. 31, 2014	From Jan 1, 2015 to Aug. 31, 2015]
	\$	\$
Revenue		
Operating expenses:		
Travel and Entertainment-		3,543
Other costs		2,072
Financing fees		9,125
Legal fees	60,018	21,549
Officer Compensation		575,667
Total operating expenses	60,018	611,956
Net loss	60,018	611,956
Net loss per common share - basic and diluted:		
Net loss per share attributable to common stockholders	(0.022)	(0.227)
Weighted-average number of common shares outstanding	2,700,000	2,700,000

The accompanying notes are an integral part of these financial statements.

WINNETT PERICO, INC.

STATEMENT OF STOCKHOLDER'S DEFICIT

for the period of January 1, 2014 to August 31, 2015

	<u>Common Stock</u>		<u>Preferred Stock</u>		<u>Earnings Deficit</u>	<u>Total Stockholder's Deficit</u>
	<u>Shares</u>	<u>Amount</u>	<u>Shares</u>	<u>Amount</u>	<u>Accumulated During Startup</u>	
		\$			\$	\$
Beginning Balance, Jan 1, 2014	2,700,000	\$200	-	-	(200)	
					0	
(Loss)	-				(60,018)	(60,018)
Ending Balance, December 31, 2014	2,700,000	\$200	0		(60,218)	(60,018)
Beginning Balance, January 1, 2015	2,700,000	\$200				
		\$				\$(60,018)
			0			
Issuance of Preferred Stock \$10.00 Par Value			10,000	\$100,000	0	\$100,000
(Loss)	-				(611,956)	(611,956)
Ending Balance, August 31, 2015	<u>2,700,000</u>	<u>\$200</u>	<u>10,000</u>	<u>\$100,000</u>	<u>(672,174)</u>	<u>(571,974)</u>

The accompanying notes are an integral part of these financial statements.

WINNETT PERICO, INC.

STATEMENT OF CASH FLOWS

for the period of January 1, 2014 to August 31, 2015

		From Jan 01, 2015 to Aug 31, 2015
		\$
Cash Flows from Operating Activities		
Net loss	(60,018)	(611,956)
Changes in operating assets and liabilities:		
Accounts Payable and Accrued Expenses	60,018	566,808
Net cash used in operating activities	0	(70,148)
Cash Flows from Investing Activities		0
Cash Flows from Financing Activities		
Proceeds from preferred share issuance		100,000
Net Cash Flows From Financing Activities		100,000
Net Increase In Cash		
Cash – Beginning		0
Cash – Ending	0	54,852
	0	

The accompanying notes are an integral part of these financial statements.

WINNETT PERICO INC.**NOTES TO FINANCIAL STATEMENTS****NOTE 1 – NATURE OF BUSINESS AND BASIS OF PRESENTATION**

Winnett Perico Inc. is a Colorado corporation (the “Company”), incorporated under the laws of the State of Colorado on October 22, 2012. The business plan of the Company is to develop the organic food operation Winnett Organics with a focus on three complementary segments of the rapidly growing, highly profitable organic foods specialty market- vegetables, and beef.

Basis of Presentation

The Company maintains its accounting records on an accrual basis in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP").

These financial statements are presented in US dollars.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The principal accounting policies are set out below, these policies have been consistently applied to the period presented, unless otherwise stated:

Basis of Presentation

The accompanying financial statements are presented in U.S. dollars and have been prepared in accordance with accounting principles generally accepted in the United States of America ("USGAAP"), and pursuant to the accounting and disclosure rules and regulations of the U.S. Securities and Exchange Commission (the "SEC").

Revenue Recognition

Revenue is derived from sales of products to distributors and consumers. Revenue will be recognized when earned, as reasonably determinable in accordance with Financial Accounting Standards Board Accounting Standards Policy ("ASP") 605-15-25, "Revenue Recognition."

The following are the conditions that must be met in order to recognize revenue in accordance with ASP: (i) the buyer's price is fixed or determinable as of the date of sale (presumably via executed final sales contract); (ii) the buyer has paid or is obligated to pay the seller based on nothing except the delivery of the product (i.e. cannot be contingent on any other future events); (iii) the buyer's obligation to pay the seller changes only if the product is returned to the seller (e.g. theft, damage, or loss of product does not negotiate buyers obligation); (iv) the buyer acquiring the product must have economic substance outside of the product provided by the seller (that is, the buyer cannot be a simple re-seller established by the seller for the purpose of what would amount to inflating recognized sales); (v) the seller's obligation to the buyer significantly ends at delivery (the seller cannot be obligated to direct buyers to the seller, substantially advertise/distribute for the seller, etc).

Allowance for Doubtful Accounts

An allowance for doubtful accounts on accounts receivable is charged to operations in amounts sufficient to maintain the allowance for uncollectible accounts at a level management believes is adequate to cover any probable losses. Management determines the adequacy of the allowance based on historical write-off percentages and information collected from individual customers. Accounts receivable are charged off against the allowance when collectability is determined to be permanently impaired.

Fiscal Year End

The Corporation has adopted a fiscal year end of December 31.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts or revenues and expenses during the reporting period. Actual results could differ from those estimates.

Going concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern, which contemplates the realization of assets and the liquidation of liabilities in the normal course of business. As at August 31, 2015, the Company has a loss from operations of **\$671,974** and has earned no revenues since inception and has a working capital deficit of **\$571,974**. The Company intends to fund operations through equity financing arrangements, which may be insufficient to fund its capital expenditures, working capital and other cash requirements for the year ending December 31, 2015.

The Company is dependent upon, among other things, obtaining additional financing to continue operations, and development of its business plan. In response to these problems, management intends to raise additional funds through public or private placement offerings.

These factors, among others, raise substantial doubt about the Company's ability to continue as a going concern. The accompanying financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Cash and cash equivalents

Cash and equivalents include investments with initial maturities of three months or less. The Company maintains its cash balances at credit-worthy financial institutions that are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000.

Property, Plant and Equipment

The Company does not own any property, plant and equipment.

Accounts payable and accrued expenses

Accounts payable and accrued expenses are carried at amortized cost and represent liabilities for goods and services provided to the Company prior to the end of the financial year that are unpaid and arise when the Company becomes obliged to make future payments in respect of the purchase of these goods and services.

Earnings per share

The Company computes net loss per share in accordance with ASC 260, "Earnings Per Share" ASC 260 requires presentation of both basic and diluted earnings per share ("EPS") on the face of the income statement. Basic EPS is calculated by dividing the profit or loss attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the period. Diluted EPS is determined by adjusting the profit or loss attributable to common shareholders and the weighted average number of common shares outstanding for the effects of all potential dilutive common shares, which comprise options granted to employees. As at August 31, 2015, the Company had no potentially dilutive shares.

Fair Value of Financial Instruments

The Company measures assets and liabilities at fair value based on an expected exit price as defined by the authoritative guidance on fair value measurements, which represents the amount that would be received on the sale of an asset or paid to transfer a liability, as the case may be, in an orderly transaction between market participants. As such, fair value may be based on assumptions that market participants would use in pricing an asset or liability. The authoritative guidance on fair value measurements establishes a consistent framework for measuring fair value on either a recurring or nonrecurring basis whereby inputs, used in valuation techniques, are assigned a hierarchical level.

The following are the hierarchical levels of inputs to measure fair value:

- Level 1: Quoted prices in active markets for identical instruments;
- Level 2: Other significant observable inputs (including quoted prices in active markets for similar instruments);
- Level 3: Significant unobservable inputs (including assumptions in determining the fair value of certain investments).

Contingent Liability

Where contingent milestone payments are due to third parties the milestone payment obligations are expensed when the milestone results are achieved.

Income taxes

Income taxes are accounted for in accordance with ASC Topic 740, "Income Taxes." Under the asset and liability method, deferred tax assets and liabilities are recognized for the future consequences of differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases (temporary differences). Deferred tax assets and liabilities are measured using tax rates expected to apply to taxable income in the years in which those temporary differences are recovered or settled. Valuation allowances for deferred tax assets are established when it is more likely than not that some portion or all of the deferred tax assets will not be realized.

Recently Issued Accounting Pronouncements

On June 10, 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. 2014-10, Development Stage Entities (Topic 915): Elimination of Certain Financial Reporting Requirements, Including an Amendment to Variable Interest Entities Guidance in Topic 810, Consolidation ("ASUE 2014-10"). The guidance is intended to reduce the overall cost and complexity associated with financial reporting for development stage entities without reducing the availability of relevant information. The Board also believes the changes will simplify the consolidation accounting guidance by removing the differential accounting requirements for development stage entities. As a result of these changes, there no longer will be any accounting or reporting differences in GAAP between development stage entities and other operating entities. For organizations defined as public business entities the presentation and disclosure requirements in Topic 915 will no longer be required starting with the first annual period beginning after December 15, 2014, including interim periods therein. Early application is permitted for any annual reporting period or interim period for which the entity's financial statements have not yet been issued (public business entities) or made available for issuance (other entities). The Company has elected to adopt this guidance as of October 23, 2014.

Share based payments

The Company accounts for the issuance of equity instruments to acquire goods and/or services based on the fair value of the goods and services or the fair value of the equity instrument at the time of issuance, whichever is more readily determinable. The Company's accounting policy for equity instruments issued to consultants and vendors in exchange for goods and services follows the provisions of standards issued by the FASB. The measurement date for the fair value of the equity instruments issued is determined at the earlier of (i) the date at which a commitment for performance by the consultant or vendor is reached or (ii) the date at which the consultant or vendor's performance is complete. In the case of equity instruments issued to consultants, the fair value of the equity instrument is recognized over the term of the consulting agreement.

NOTE 3 – GOING CONCERN

The accompanying financial statements were prepared in conformity with GAAP, which contemplates continuation of the Company as a going concern. The Company has incurred an accumulated deficit of \$672,174 at August 31, 2015 and has incurred losses since the inception. The Company also expects to incur additional losses in the immediate future. These factors among others raise substantial doubt about the Company's ability to continue as a going concern. The accompanying financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

The Company's ability to continue as a going concern is dependent upon its ability to generate future profitable operations and/or obtain the necessary financing to meet its obligations and repay its liabilities arising from normal business operations when they become due. The Company's Chief Executive Officer has historically provided funding for operations until the Company raises sufficient capital to provide for the future operating expenses.

The Company is planning to obtain financing either through the issuance of equity or debt. To the extent that funds generated from any private placements, public offerings, and/or bank financings are insufficient, the Company will have to raise additional working capital through other sources. There is no assurance that the Company will be able to obtain financing or raise capital through other sources.

NOTE 4 – RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

During the period ended December 31, 2014, the Company has elected to early adopt Accounting Standards Update ("ASU") No. 2014-10, Development Stage Entities (Topic 915): Elimination of Certain Financial Reporting Requirements. The adoption of this ASU allows the Company to remove the inception to date information and all references to development stage.

NOTE 5 – STOCKHOLDER'S DEFICIT

Common Stock

On December 2, 2012 the Company issued 2,700,000 of its authorized common stock to Dennis Brewer in consideration for his advancement of miscellaneous organizational expenses.

On September 17, 2015, the Company issued 13,500,000 of its authorized common stock to Dennis Brewer in consideration for organizational and leadership services provided to the company.

On August 7, 2014, Company filed a certificate of amendment to the Company's Articles of Incorporation with the Secretary of State of Colorado to authorize the following preferred shares: 1,750,000 shares of class C preferred stock, \$5.00 par value; and 540,000 shares of class B preferred stock with dividend rights, with 1-to-1 conversion rights.

On December 11, 2014, Company filed a certificate of amendment to the Company's Articles of Incorporation with the Secretary of State of Colorado to void the previous amendment and to instead authorize the following preferred shares: 1,100,000 shares of class C preferred stock, \$5.00 par value, with 1-to-1 conversion rights; 1,000,000 shares of class B preferred stock, \$25.00 par value, with 1-to-1 conversion rights; and 1,500,000 shares of class A preferred stock, \$35.00 par value, redeemable at \$50.00 per share, with 1-to-1 conversion rights. No shares had voting rights.

On September 14, 2015, Company filed a certificate of amendment to the Company's Articles of Incorporation with the Secretary of State of Colorado to void the previous amendment and to instead authorize the following preferred shares: 2,500,000 shares of class A preferred shares, \$10.00 par value, with 1-to-1 conversion rights; 2,500,000 shares of class B preferred shares, \$30.00 par value, with 1-to-1 conversion rights; 2,500,000 shares of class C preferred shares, \$50.00 par value, with 1-to-1 conversion rights; and 2,500,000 shares of class D preferred shares, \$100.00 par value, with 1-to-1 conversion rights. All shares voted as if converted.

On September 16, 2015, Company filed a certificate of amendment to the Company's Articles of Incorporation with the Secretary of State of Colorado to increase the number of common shares from 20,000,000 to 40,000,000. Additionally, the company authorized a one-to-six forward split of all authorized stock.

Preferred Stock

On August 5, 2015, the Company issued 10,000 shares of its Series A Preferred stock to Dean Smith in exchange for \$100,000. On September 16, 2015, the Company completed a 6-for-1 forward split of our Preferred Stock, with the result that the 10,000 shares of Preferred stock outstanding immediately prior to the stock split became 60,000 shares of Preferred Stock outstanding immediately thereafter. Thus, Dean Smith now owns 60,000 Series A preferred shares.

On September 27, 2015, the Company issued 15,000 shares of its Series A Preferred stock to Doug Petersen in exchange for \$25,000.

NOTE 6 – INCOME TAXES

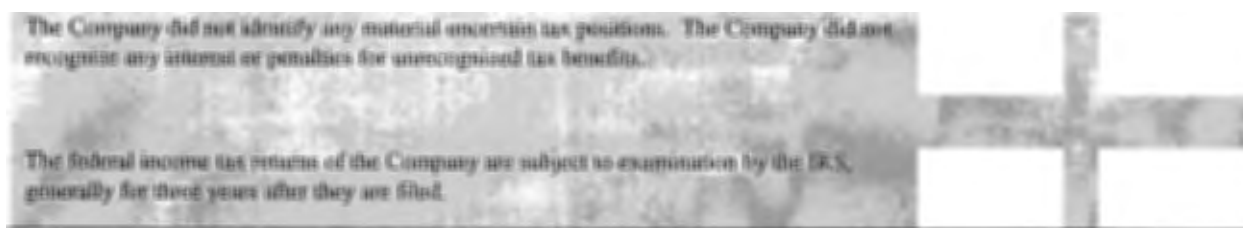
The provision (benefit) for income taxes for the period ended December 31, 2015 was as follows (assuming a 15% effective tax rate):

	August 31
	2015
	\$
Current Tax Provision	
Federal:	
Taxable income	
Total current tax provision	-
Deferred Tax Provision	
Federal:	
Loss carry forwards	194,471
Change in valuation allowance	(194,471)
Total deferred tax provision	-
The Company had deferred income tax assets as of December 31, 2014 as follows:	
Loss carry forwards	194,471
Less - Valuation allowance	(194,471)
	-

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The Company provided a valuation allowance equal to the deferred income tax assets for period ended December 31, 2015 because it is not presently known whether future taxable income will be sufficient to utilize the loss carryforwards.

As of December 31, 2014, the Company had approximately \$1,500 in tax loss carryforwards that can be utilized future periods to reduce taxable income, and expire by the year 2034.



NOTE 7 – RELATED PARTY TRANSACTIONS

Details of transactions between the Corporation and related parties are disclosed below.

The following entities have been identified as related parties :

Dennis Brewer	CEO & Chairman
Paul Smith	Chief Financial Officer
Michael L. Castro	VP of Operations
Peter S. LeBlond	VP Sales and Marketing
Rafael Gomez	Director of Food Safety and Organic Integrity
David Mota	Director of Organic Farming

From time to time, the director and CEO of the Company may provide advances to the Company for its working capital purposes. These advances bear no interest and are due on demand. As of August 31, 2015 no such advances had taken place.

NOTE 8 – SUBSEQUENT EVENTS

On September 14, 2015, Company filed a certificate of amendment to the Company's Articles of Incorporation with the Secretary of State of Colorado to void the previous amendment and to instead authorize the following preferred shares:: 2,500,000 shares of class A preferred shares, \$10.00 par value, with 1-to-1 conversion rights; 2,500,000 shares of class B preferred shares, \$30.00 par value, with 1-to-1 conversion rights; 2,500,000 shares of class C preferred shares, \$50.00 par value, with 1-to-1 conversion rights; and 2,500,000 shares of class D preferred shares, \$100.00 par value, with 1-to-1 conversion rights. All shares voted as if converted.

On September 16, 2015, Company filed a certificate of amendment to the Company's Articles of Incorporation with the Secretary of State of Colorado to increase the number of common shares from 20,000,000 to 40,000,000. Additionally, the company authorized a one-to-six forward split of all authorized stock.

On September 27, 2015, the Company issued 15,000 shares of its Series A Preferred stock to Doug Petersen in exchange for \$25,000.

On September 30, 2015, the Company issued Stock Option Grants to Mike Castro and Peter LeBlond. The options allow for the purchase of up to 200,000 shares with an exercise price of \$5.50, on a vesting scheduled.

In accordance with ASC 855-10, Company management reviewed all material events through the date of this report and determined that there are no additional material subsequent events to report.

Up to a Maximum of 1,000,000 Common Shares
at \$12.00 per Common Share

Prospectus

Winnett Perico, Inc.

December 23, 2015

YOU SHOULD ONLY RELY ON THE INFORMATION CONTAINED IN THIS PROSPECTUS. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE YOU WITH INFORMATION DIFFERENT FROM THAT CONTAINED IN THIS PROSPECTUS. WE ARE OFFERING TO SELL, AND SEEKING OFFERS TO BUY, COMMON SHARES ONLY IN JURISDICTIONS WHERE OFFERS AND SALES ARE PERMITTED.

Until _____, all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II. INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth costs and expenses payable by the Company in connection with the sale of common shares being registered. All amounts except the SEC filing fee are estimates.

SEC Registration Fee	\$ 96
EDGAR/Printing Expenses	\$ 2000
Auditor Fees and Expenses	\$11,904
Legal Fees and Expenses	\$ 7,500
Transfer Agent Fees	<u>\$ 3,500</u>
TOTAL	<u>\$25,050</u>

The organization cost were all expensed in the period presented.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Certificate of Incorporation and the Bylaws of our Company provide that our Company will indemnify, to the fullest extent permitted by the Colorado Revised Statutes, each person who is or was a director, officer, employee or agent of our Company, or who serves or served any other enterprise or organization at the request of our Company. Pursuant to Colorado law, this includes elimination of liability for monetary damages for breach of the directors' fiduciary duty of care to our Company and its stockholders. These provisions do not eliminate the directors' duty of care and, in appropriate circumstances, equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Colorado law. In addition, each director will continue to be subject to liability for breach of the director's duty of loyalty to our Company, for acts or omissions not in good faith or involving intentional misconduct, for knowing violations of law, for any transaction from which the director derived an improper personal benefit, and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Colorado law. The provision also does not affect a director's responsibilities under any other laws, such as the federal securities laws or state or federal environmental laws.

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We have not entered into any agreements with our directors and executive officers that require us to indemnify these persons against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred (including expenses of a derivative action) in connection with any proceeding, whether actual or threatened, to which any such person may be made a party by reason of the fact that the person is or was a director or officer of our Company or any of our affiliated enterprises.

We do not maintain any policy of directors' and officers' liability insurance that insures its directors and officers against the cost of defense, settlement or payment of a judgment under any circumstances.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

The following unregistered securities were sold during the period from inception through September 27, 2015. All of the proceeds from the sales were used for general working capital purposes. All of the unregistered securities were issued pursuant to an exemption from registration contained in Section 4(a)(2) of the Securities Act and involved transactions by an issuer not involving any public offering.

Issuances of Common Stock

On December 2, 2012 the Company issued 2,700,000 of its authorized common stock to Dennis Brewer in consideration for his advancement of miscellaneous organizational expenses. On September 16, 2015, the Company completed a 6-for-1 forward split of our common and preferred Stock, with the result that the 2,700,000 shares of common stock outstanding immediately prior to the stock split became 16,200,000 shares of common Stock outstanding immediately thereafter. Thus, Dennis Brewer now owns 16,200,000 common shares.

Issuances of Preferred Stock

On August 5, 2015, the Company issued 10,000 shares of its Series A Preferred stock to Dean Smith in exchange for \$100,000. On September 16, 2015, the Company completed a 6-for-1 forward split of our Preferred Stock, with the result that the 10,000 shares of Preferred stock outstanding immediately prior to the stock split became 60,000 shares of Preferred Stock outstanding immediately thereafter. Thus, Dean Smith now owns 60,000 Series A preferred shares.

On September 27, 2015, the Company issued 15,000 shares of its Series A Preferred stock to Doug Petersen in exchange for \$25,000.

ITEM 16. EXHIBITS

Exhibit

Number	Description of Exhibit
---------------	-------------------------------

3.1	Articles of Incorporation of the Registrant (filed herewith)
-----	--

- 3.2 Bylaws of the Registrant (filed herewith)
- 5.1 Opinion re: Legality and Consent of Counsel (filed herewith)
- 10.1 Dennis Brewer Employment Agreement (filed herewith)
- 10.2 Lease Agreement (filed herewith)
- 10.3 Michael Castro Options Agreement (filed herewith)

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- 10.4 Peter LeBlond Options Agreement (filed herewith)
- 10.5 Stock Option and Equity Incentive Plan (filed herewith)
- 23.1 Consent of AJSH & Co (filed herewith)

All other Exhibits called for by Rule 601 of Regulation SK are not applicable to this filing.

ITEM 17. UNDERTAKINGS

The undersigned Registrant hereby undertakes:

(a)(1) To file, during any period in which offers or sales of securities are being made, a post-effective amendment to this registration statement to:

- (i) Include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) (§230.424(b) of this chapter) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

- (i) If the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

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(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or our securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the "Act") may be permitted to our directors, officer and controlling persons pursuant to the provisions above, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable.

In the event that a claim for indemnification against such liabilities, other than the payment by us of expenses incurred or paid by one of our directors, officer, or controlling persons in the successful defense of any action, suit or proceeding, is asserted by one of our directors, officer, or controlling persons in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification is against public policy as expressed in the Securities Act, and we will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the city of Ramsey, New Jersey on December 23, 2015.

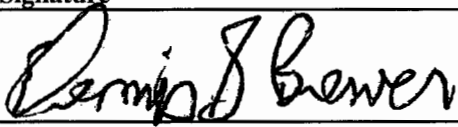
Winnett Perico, Inc.

By: /s/ Dennis Brewer

Name: Dennis Brewer

Title: Chief Executive Officer

In accordance with the requirements of the Securities Act of 1933, this registration statement was signed by the following persons in the capacities and on the dates stated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
		
Dennis Brewer	President, Chief Executive Officer (Principal Executive, Financial and Accounting Officer)	12/23/15

Defendant Brewer Defense Exhibit

- 10. Private Placement Memorandum For Debt Securities Prepared By Expert PPM, The Hague, Netherlands, And Caused To Be Created By Insight Network, Madrid, Spain**

Winnett Perico Inc.

Private Placement Memorandum

CONFIDENTIAL

Private Placement Memorandum - Winnett Perico, Inc.

including

Business Plan
Prepared December 2015

Contact Information

Dennis Brewer
dennis_brewer@winnettorganics.com
+1 520-745-4403
www.winnettorganics.com
5151 East Broadway Boulevard, Suite 1600
Tucson, Arizona 85711, United States

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Introduction

Restrictions

How this document should be used

THIS DOCUMENT IS IMPORTANT. IF YOU ARE IN ANY DOUBT ABOUT ITS CONTENTS, YOU SHOULD IMMEDIATELY CONSULT AN AUTHORISED FINANCIAL ADVISOR.

The definitions commencing further in this Private Placement Memorandum have, where appropriate, also been used on this cover page. This Private Placement Memorandum relates to a Private Placement in the form of securities issued by the Company. The following is a summary of the principal terms with respect to a proposed transaction. Such summary of terms is intended solely as a basis for further discussions and is not intended to be and does not constitute a legally binding obligation. A legally binding obligation will only be made pursuant to mutually acceptable definitive Investment agreements executed by the parties. In the event of any inconsistency between this summary and the definitive Investment agreements, the Investment agreements will govern.

This Private Placement Memorandum is not an offer to sell securities and is not soliciting an offer to buy securities in any jurisdiction where the offer or sale is not permitted. In particular the securities in the Company have not been, and will not be, registered under the Securities Act or qualified for sale under the laws of any state of the United States or under the applicable laws of any of Australia, Canada, Japan or Russian Federation and, subject to certain exceptions, may not be offered or sold in the United States or to, or for the account or benefit of, US person or to any national, resident of Australia, Canada, Japan or Russian Federation. In the EU the Memorandum is being distributed only to and is directed only at persons to whom it may lawfully be communicated.

Furthermore, the Investment in the Company has not been, and will not be, registered under any laws regulating the registration and supervision on securities

in any European Union jurisdiction. None of the members of the European Securities and Markets Authority (ESMA) has approved or disapproved these securities or determined if this Private Placement Memorandum is truthful or complete.

The Company does not take any responsibility for the contents of the Private Placement Memorandum or the Investment to which it relates.

The Private Placement Memorandum does not constitute a prospectus within the meaning of Directive 2003/71/EC of 4 November 2003 (as amended by Directive 2010/73/EC of 24 November 2010) and the corresponding Dutch implementation legislation in the form of the Act on Financial Supervision of 28 September 2006 or the corresponding Luxembourg implementation legislation in the law of 10 July 2005 relative aux prospectus pour valeurs mobilières, as amended (the "Luxembourg Prospectus Law") or the corresponding implementation legislation in the laws of any EU country and therefore has not been approved by the Dutch financial supervisory authority (the "AFM") or the Luxembourg Commission de Surveillance du Secteur Financier or any other EU state financial supervisory authority. The Investment under this Memorandum may only be offered and distributed under circumstances which do not require a publication of a prospectus in terms of the here above mentioned acts and regulations.

All Investments in the Company are subject to Investment risk, including possible delays in repayment and loss of income and capital invested. Neither the Company nor any member of the Management guarantees any particular rate of return, the performance of, or the repayment of capital to the Investor.

THE RECIPIENT ACCEPTING DELIVERY OF THIS MEMORANDUM AGREES TO ABSOLUTE CONFIDENTIALITY AND TO RETURN THIS MEMORANDUM AND ALL FURNISHED DOCUMENTS HERE WITH TO THE COMPANY OR ITS AFFILIATED COMPANIES UPON REQUEST, IF THE RECIPIENT DOES NOT PURCHASE ANY OF THE SECURITIES OFFERED HEREIN OR IF THE RECIPIENT DOES NOT MAKE A DEBT INVESTMENT IN THE COMPANY.

By receiving this Memorandum, each recipient agrees not to transmit, reproduce or make this Memorandum available to anyone other than its professional advisors who need to know such information for the purposes of making an assessment as to whether to participate in the making of the Investment and who are bound to keep this Memorandum and the matters relating to the Memorandum confidential and to hold this Memorandum and its contents in strict confidence.

All Exhibits attached by this Memorandum are integral part of the Memorandum.

The Company does not take any responsibility for the contents of the Private Placement Memorandum or the Investment to which it relates. This notice does not form part of the Memorandum. You must read it before you attempt to access or read the Private Placement Memorandum.

Company name: Winnett Perico, Inc.

Street address: 5151 East Broadway Boulevard, Suite 1600

Management of the Company:

Dennis Brewer, CEO; Paul Smith, CFO; Mike Castro, VP – Operations; Peter LeBlond, VP – Sales and Marketing.

Corporate Accountant: Paul Smith

Corporate Secretary and General Counsel: Ray Sullivan

General notices

This document contains important information and therefore you should always consult an authorized financial and legal advisor about its contents. You must read the General notices, Special notices and introductory statements before you continue further to read the rest of the Private Placement Memorandum.

Potential Investors who are contemplating investing in the Company should conduct their own independent analysis of the risks involved in an Investment in the Company. If in any doubt each Investor intending to invest in the Company described in this Memorandum should consult its professional advisor and ensure that it understands all the risks associated with making such an Investment and has sufficient financial resources to sustain any loss that may arise from it.

The Private Placement is by invitations only to potential Investors and will be constituted by the issue of the company's securities.

Potential Investors can obtain Intention of Interest forms to subscribe for the securities and/or debt investment pursuant to this Private Placement Memorandum by contacting the Company.

This Private Placement Memorandum is distributed to limited number of potential Investors, whereby the following restrictions are applicable:

- The potential Investments in the Company shall be offered exclusively, subject to here below mentioned exceptions, to qualified Investors.
- If the potential Investments in the Company is offered to non-qualified Investors (inclusive Professional Investors), it shall be offered to fewer than 80 persons other than qualified Investors.
- The securities on offer can only be acquired for an equivalent value of at least €150.000 per Investor. The Debt instruments shall be offered for at least €150.000 per Investor.
- The denomination per offered security shall be at least €150.000.
- The Company does not offer securities to the public or solicits Investors in the general public.

- The potential Investments in the Company shall be offered with respect to all restrictions as described in the provisions of section five of the Dutch Act on Financial Supervision and the provisions of the Prospectus Directive, other relevant laws and regulations and the provisions of this Memorandum.

The financial, legal or any other information in this Private Placement Memorandum is not complete and may be changed. Potential Investors may not place buy orders for the security or make Investment, based solely on this Private Placement Memorandum. Those Investors may, however, express an Indication of interest in the Offering. Indications of interest may be converted to purchase orders and/or Investment orders if the Company agrees to it and all legal requirements for such an order are met, all according to the provisions as described in this Memorandum.

If any securities transaction or any debt investment or any other Investment into Company takes place it will be subjected to relevant legal requirements and it will not occur if it is forbidden or restricted by the provisions of the relevant legal order. All involved parties to this Private Placement shall conduct accordingly the requirements that law imposes on operators in financial instruments. In order to ensure fair and transparent trading on the financial markets a number of rules of conduct apply to anyone who is active on those markets. All potential Investors shall advise all relevant financial, legal and other requirements regarding this Private Placement prior to making any Investment decision.

This Private Placement Memorandum is prepared in accordance with the relevant Dutch laws.

Restricted Jurisdictions and Persons

Viewing the Private Placement Memorandum may not be lawful in certain jurisdictions. In other jurisdictions, only certain categories of person are allowed to view the Private Placement Memorandum.

The Private Placement Memorandum will not be distributed, directly or indirectly in or into any jurisdiction where to do so would constitute a breach of laws and/or regulations in that jurisdiction or may subject the Company or its affiliates to registration requirements within that jurisdiction or loss of an exemption from such registration requirements (each a “**Restricted Jurisdiction**”).

The Private Placement Memorandum will also not be distributed, directly or indirectly to certain categories of persons where to do so would constitute a breach of laws and/or regulations in their respective jurisdiction or may subject the Company or its affiliates to registration requirements within that jurisdiction or loss of an exemption from such registration requirements (each a “**Restricted Person**”).

Failure to comply with any such requirements may constitute a violation of the laws and/or regulations of any such jurisdiction. Accordingly, the Private Placement Memorandum must not be viewed if you are a Restricted Person or in or a resident of a Restricted Jurisdiction. Furthermore, no reselling action may be initiated or completed without the Company’s prior written consent if such action(s) would constitute a breach of the laws and/or regulations or may subject the Company or its affiliates to registration requirements or loss of an exemption from such registration requirements. Copies of the Private Placement Memorandum are not being, or may not be, mailed or otherwise forwarded, distributed or sent to a Restricted Person or in or into a Restricted Jurisdiction, and persons receiving the Private Placement Memorandum (including, without limitation, custodians, nominees and trustees) must not mail, distribute or send it to a Restricted Person or into or from a Restricted Jurisdiction, or use such mails or any such means, instrumentality or facility for any purpose directly or indirectly in connection with the Admission of Securities or for any other purpose.

Introductory Statements

The Company is offering financial participations in the form of debt investment and/or purchasing of the securities only to a limited number of Investors who meet certain qualifications necessary for the making of the Investment. This Offering is exempt from registration under relevant national securities laws. Only those who meet the qualified Investors requirements or fall under the group of permitted Investors as described in this Memorandum, are authorized to receive this Private Placement Memorandum and participate in the Offering.

The purchaser of participation will become owner of the debt instrument in the Company and/or securities with only those rights, duties, and obligations pursuant to the Company's Articles of Association, the Company's Statute and in full accordance with the national laws.

This Private Placement Memorandum is submitted on a confidential basis for use solely in connection with this Offering of the financial participations of the Company. This Offering is a Private Placement intended to be exempt from the registration requirements. The participations are being offered to prospective Investors by the Company's management only. The use of the Memorandum for any other purpose is not authorized.

By accepting this Memorandum, the recipient (and his, her or its officers, directors, employees, agents, associates or affiliates) agrees that such person(s) will: (1) not divulge to any other party any information contained herein or in any notes, summaries or analysis derived from this Memorandum, and (2) not reproduce or redistribute the Memorandum in whole or in part.

This Memorandum does not purport to contain all of the information that a prospective Investor may desire in investigating the Company. Each Investor must conduct and rely upon his/her or its own evaluation of the Company and of the terms of the offering, including the merits and risks, involved in making an Investment decision. The Company hereby offers to the Investor the opportunity to ask questions and receive answers concerning the terms and conditions of the

offering and to obtain any additional information which the Company possesses or can acquire without unreasonable effort or expense, that is necessary to verify the accuracy of the information furnished to the Investor.

This Memorandum is not intended to be, nor shall it be construed as, a complete description of the facts, risks or consequences regarding an Investment in the offering or as legal, accounting, tax, business, Investment or other expert advice. All potential Investors should perform their own independent investigations of the offering, the market potential, the Management, the securities, and similar industries. All potential Investors should consult their own qualified advisors concerning the Investment and the suitability relating to an individual or an institutional Investor's ability to sustain a total financial loss of an Investment in the Company.

This Memorandum speaks as of the date it is delivered. Neither the delivery of this Memorandum nor any sale or Investment made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Company after the date hereof.

No person has been authorized to give any information other than that contained in this Memorandum, or to make any representations in connection with the Offering made hereby, except information given by the Management of the Company. If given or made, such other information or representations must not be relied upon as having been authorized by the Company.

Investors will be required to represent that: (1) they are sophisticated in business and financial matters or have been properly advised by someone who is; (2) they are familiar with and understand the terms of the Offering; (3) they are qualified Investors as defined hereunder; and (4) they, either individually or together with their purchaser-representative/advisor, have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the Investment; and (5) that they fall under the scope of the permitted Investors under this Memorandum.

Other information contained herein has been obtained by Management and from sources deemed reliable. Such information necessarily incorporates significant assumptions, as well as, factual matters. Therefore, Management cannot guarantee the accuracy of the information contained herein. No dealer, sales person, finder or any other person has been authorized to give any information or to make any representations or promises other than those contained in this Memorandum, and any such other information, representations, or promises, if given or made, must not be relied upon as having been so authorized. The delivery of this Memorandum or any sale hereunder at any time does not imply that the information herein is correct as of any time subsequent to the date hereof.

The Company's Management and other principals may, from time-to-time, be engaged in related or unrelated activities. Such individuals may serve as managers and principals of other organizations, which are not indirect competition with the Company, its financial goals, and objectives.

This Memorandum contains all of the representations made by the Company concerning this Offering and no person shall make different or broader statements than those contained herein. Investors are cautioned not to rely upon any information not expressly set forth in this Memorandum.

If the securities are purchased by an Investor these securities might be subject to restrictions on transferability and resale, and may not be transferred or resold except as permitted under national law and pursuant to the Company's Statute and the Articles of Association. Potential Investors should be aware that the restrictions on transferability might be placed upon the purchased securities and that they might be asked to sign a written agreement that the securities will not be resold. Investors should be aware that they might be required to bear the financial risks of the Investment for an indefinite period of time.

The Investment in the Company involves risk. Each prospective Investor is urged to read this entire Memorandum and make a thorough investigation of the Company in light of the risk factors as stated here below as well as arising from the independent investigation.

Investments offered by the Company on ground of this Memorandum are subject to prior sale, withdrawal, cancellation, or modification of the offer without notice. No Offer and/or Intention of interest (and therefore no Investment offered hereunder) shall be complete and valid unless accepted in writing by the Company. The Company may decline any Offer and/or Intention of interest for making Investment and any subscription for purchasing of the securities in the Company made by any Investor at its sole discretion and for any reason or for no reason.

This Memorandum includes summaries and/or descriptions of various documents. Such summaries do not purport to be complete and are qualified in their entirety by reference to the original documents, which are attached, either as exhibits to this Memorandum or will be made available to any prospective Investor upon written request to the Company.

This Investment involves a high degree of risk. The Company is in the early stages of development and expansion with a limited history of proven record of business operations and results as described in this Memorandum. An Investor could lose his/her or its entire Investment in the Company.

Among the risks and other factors to be considered carefully by potential Investors are those set forth below under the heading "Risks Relating to the Business of the Company."

This Memorandum has been prepared solely for informational purposes and it will be distributed to a limited number of potential Investors in accordance with the provisions of the Memorandum.

Some definitions

Before going further it is better to understand the following terms to simplify explanation.

Accepted Investor: Investor who's Intention of interest is accepted by the Company and therefore is the Investor successfully subscribed for the Investment.

Advertisement activity: any form of information provision that serves to praise or recommend the Investment/Offering to the limited number of potential Investors under conditions as set forth in this Private Placement Memorandum. Advertisement activities include but are not limited to: conferences, functions, corporate memberships, purchased tickets, hospitality packages, road shows, presentations, creative events, developing programs, producing promotional materials, private meetings in the months and weeks preceding the offering with the potential Investors.

Allocated securities: the Company securities to the applicant in terms of the Private Placement

Company: The entity formed to engage the business, described in this document.

Date of the Private Placement Memorandum: the date mentioned on the front of this document.

Eligible Counterparties: Where the Company treats the Client as an eligible counterparty, the Client will be entitled to fewer protections under the law than he/she/they would be entitled to as a professional client.

Debt Investment or Financial participation: Private Placement of debt capital in which an Investor loans money which amount to the Company, that borrows the funds for a defined period of time at a fixed (or floating) interest rate, pursuant conditions as set forth in this Memorandum.

Europe: all the member states in the European Union.

Investment: Debt Investment or Private Placement shares (Securities Investment).

Indication of interest: Interest to invest in the Company expressed in written by a potential Investor by signing the Indication of interest form.

Indication of interest forms or Private Placement application forms: Application form in respect of the Private Placement sent to potential Investors invited to participate in the Private Placement;

Investment: Investing in the Company by means of this Private Placement by purchasing of securities in any form of Investment as described in this Memorandum.

Investor: Qualified Investor and/or Professional Investor. The Investment in the Company shall never be offered to more than 80 non-qualified Investors.

Issue price: The price at which the securities are to be issued by the Company pursuant to the Private Placement.

Loan Agreement: A legal and binding contract between an Investor and the Company. The loan agreement specifies all the important features of a loan, such as its maturity date, timing of interest payments, method of interest calculation, callable/convertible features if applicable and so on. The loan agreement also contains all the terms and conditions applicable to the loan and the financial covenants.

Management: Members of the Board of directors of the Company, particulars of who are setouts, here below further specified.

Memorandum or "PPM" or Private Placement Memorandum: This Private Placement Memorandum and the Exhibits hereto. This Private Placement Memorandum is the document that discloses key information to the potential Investors about: the Company (among other: financial, legal and operational information and planed Company operations); the terms of the proposed Investment; the transaction structure that involves the selling of the equity

ownership to the Investors and/or raising debt financing from the Investors; risks the Investors may face, etc. This Offering is meant only for Private Placements. This is not a prospectus, which is meant for publicly-traded issues.

Net asset value: the most recently calculated net asset value of the Company (valuations by independent external values will be conducted on an annual basis, with interim half-yearly valuations provided by the directors).

Offer: Offer made by a potential Investor to the Company, by signing Intension of interest form, to make Investment in the Company under conditions as set forth in this Memorandum.

Offering or Private Placement Offering: Invitation made by the Company to the potential Investors to make an Offer to invest in the Company by purchasing or otherwise acquiring shares and/or by making debt investments. This Offering is issued by the Company to raise capital. This Private Placement Offering shall be made to specific Investors, rather than to the general public. Unlike a public offering, this Private Placement Offering does not require underwriters or registration with the national regulators.

Offerings' objective: The amount that the Company aims to raise by means of this Private Placement. Offerings' objective amounts.

Opening date of the Offering: the date this PPM is published.

Other European regulations: (1) UCITS Directive: Council Directive 85/611/EEC of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to enterprises for collective Investment in transferable securities (UCITS) (OJEC L 375); (2) Consolidated Accounts Directive: Seventh Council Directive 83/349/EEC of 13 June 1983 based on Article 54(3)(g) of the Treaty on consolidated accounts (OJEC L 193); (3) Annual Accounts Directive: Fourth Council Directive No. 78/660/EEC of 25 July 1978 based on Article 54(3)(g) of the Treaty on the annual accounts of certain types of companies (OJEC L 222); (4) Markets in Financial Instruments Directive: Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments amending

Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC (OJEU L 145); (5) Market Abuse Directive: Directive No. 2003/6/EC of the European Parliament and of the Council of the European Union of 28 January 2003 on insider dealing and market manipulation (OJEC L 96);

Private Placement: Private Placement by the Company of debt capital

Private Placement Memorandum: see "Memorandum".

Professional Investor: Investment firm or non-professional Investor, that has sufficient expertise, knowledge and experience with regard to the nature of the proposed Investment services, Investment activities or ancillary services to take Investment decisions independently and assess the risks attached to those decisions.

A non-professional Investor shall be deemed to have sufficient expertise, knowledge and experience as referred to above here if he satisfies at least two of the following three criteria: (1) during the preceding four quarters, the client carried out an average of ten transactions of significant size per quarter on the market concerned; (2) the value of the non-professional's portfolio of financial instruments and monetary deposits exceeds €500,000; or (3) the non-professional Investor works or has worked for at least one year in the financial sector, holding a professional position which requires or required knowledge of the proposed Investment services, Investment activities or ancillary activities.

Pursuant to here above stated criteria Professional Investors will be always considered, but not limited to, the following persons: (a) management company of a collective Investment scheme; (b) management company of a pension fund or of a comparable legal person or company; (c) collective Investment scheme; (d) Investment firm; (e) national or regional government body, or government body administering the public debt; (f) central bank; (g) financial institution; (h) international or supranational organization governed by public law or comparable international organization; (i) credit institution; (j) market maker; (k) enterprise whose main activity is investing in financial instruments, implementing securitization programs or other financial transactions; (l) pension fund or

comparable legal person or company; (m) person or company trading for its own account in commodities and derivatives on commodities; (n) local firm; (o) legal person or company that satisfies two of the following magnitude requirements: (1) a balance sheet total of €20,000,000 or more; (2) net turnover of €40,000,000 or more; (3) equity capital of €2,000,000 or more; p. insurer; this list is not exhaustive.

Prospectus: A document by means of which an offer or offers the securities to the public in the terms of the Prospectus Directive.

Prospectus is a formal offering document provided by the Company and includes most of the details of the business and transaction in question including enough specified offer containing information such as the exact number of shares/certificates issued and the precise offering price.

Prospectus Regulation: Regulation (EC) No. 809/2004 of the Commission of the European Communities of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council of the European Union as regards information contained in prospectuses, as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements (OJEU L 149);

Prospectus Directive: Directive 2003/71/EC of the European Parliament and of the Council of the European Union of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC (OJEU L 345) (as amended by Directive 2010/73/EC of 24 November 2010);

Public offering or Offering securities to the public: Making a sufficiently specific offer addressed to more than one person as referred to in Section 217(1) of Book 6 of the Dutch Civil Code to conclude a contract to purchase or otherwise acquire securities, or issuing an invitation to make an offer on such securities;

Qualified Investor: (a) legal person or company that holds a license or is otherwise regulated to be active on the financial markets; (b) legal person or company that does not hold a license or is not otherwise regulated to be active on the financial markets

and whose only corporate objectives are to invest in securities; (c) national or regional government body, central bank, international or supranational financial organization or other similar international institution; (d) legal person or company having its registered office in The Netherlands that: (1) is classified as a small enterprise under rules to be laid down by Decree; and (2) was registered by the Authority for the Financial Markets as a qualified Investor at its own request; (e) legal person or company, not being a legal person or company as referred to in Subsection (d), opening words and under (1); (f) natural person residing in the Netherlands who satisfies the rules to be laid down by Decree and who was registered by the Authority for the Financial Markets as a qualified Investor at his own request; or (g) natural person or enterprise classified as a qualified Investor in another Member State as referred to in Article 2(1)(e)(iv) and (v) respectively of the Prospectus Directive, being: (I) legal entities which are authorized or regulated to operate in the financial markets, including: credit institutions, Investment firms, other authorized or regulated financial institutions, insurance companies, collective Investment schemes and their management companies, pension funds and their management companies, commodity dealers, as well as entities not so authorized or regulated whose corporate purpose is solely to invest in securities; and (II) natural persons who meet at least two of the following conditions, being (i) Investors who have carried out transactions of a significant size on securities markets at an average frequency of, at least, ten per quarter over the previous four quarters, (ii) Investor's whose securities portfolio exceeds €0.5 million and (iii) Investors who work or have worked for at least one year in the financial sector in a professional position which requires knowledge of securities Investment.

Road show: A presentation by an issuer of offering to potential Investors. Road shows refer to when the management of a company that is issuing offering, travels around the country to give presentations to analysts, fund managers and potential Investors. The road show is intended to attract a number of prospective Investors interested in learning more about the offering. Road show includes a deal and anon-deal road show. Non - deal road show occurs where executives hold discussions with current and potential Investors, but nothing is offered for sale.

The events may include multimedia presentations and question-and-answer sessions with several of the company's officers present. Hereby can be taken advantage of the Internet and post versions of road show presentations online.

Securities: equity securities and non-equity securities that are issued or will be issued by the Company.

Equity security: (1) negotiable share issued by a legal person, company or institution, or another negotiable instrument or right considered equivalent; (2) any other negotiable instrument issued by a legal person, company or institution through which another equity security as referred to under (3) may be acquired by exercising the right attached to this instrument or by converting or exchanging this instrument, if the negotiable instrument was issued by the legal entity, company or institution which also issued the equity security to be acquired, or by a group company affiliated to the issuer in a group;

Non-equity security: security that is not an equity security, to be divided into the following categories: (1) negotiable instrument issued by a legal person, company or institution through which another security may be acquired by exercising the right attached to this instrument or by converting or exchanging this instrument, and which was not issued by the legal entity, company or institution which also issued the equity security to be acquired, or by a group company affiliated to the issuer in a group; (2) negotiable instrument issued by a legal person, company or institution which entitles its holder to a monetary settlement by exercising the right attached to this instrument; (3) any other security that is not an equity security.

Securities Investment or Shares Investment: Purchasing of the Shares that are issued by the Company, by an Investor, pursuant to the Private Placement shares.

Shares also Company shares: Ordinary shares of no par value in the share capital of the Company.

Share Purchase Agreement: An agreement between the Company and the Investor defying the terms and conditions of the purchasing of the Shares pursuant the Private Placement shares.

Subscribed securities: Shares of the Company that the Investor wishes to purchase which wish is expresses by signing the Intention of interest accordingly the conditions hereof.

Venture capitalist: An Investor who either provides capital to startup ventures or supports small companies that wish to expand but do not have access to public funding. Venture capitalists are willing to invest in such companies because they can earn a massive return on their Investments if these companies are a success. Venture capitalists also experience major losses when their picks fail, but these Investors are wealthy enough that they can afford to take the risks associated with funding young, unproven companies that appear to have a great idea and a great management team.

General summary

The Private Placement summary provides an outline of the information contained in this Private Placement Memorandum and is not intended to be comprehensive. The summary should be read in conjunction with the other sections of this Private Placement Memorandum.

The Definitions in this Private Placement Memorandum apply to this summary section.

General summary

The Company aims at a Private Placement Offering in order to raise capital. The Offering is made to a limited number of potential Investors. It is the opposite of a public offering. In most countries, Private Placements are exempt from public registration. Since commercial bankers' loan criteria and institutional venture capitalists' Investment criteria are tightening, this Private Placement Offering remains one of the most viable capital formation alternatives available for the Company.

This Private Placement has the advantage of reducing transactional and ongoing costs because of its exemption from many of the extensive registration and reporting requirements. It also enables the Company to structure a more complex and

confidential transaction, since those to whom it is offered are typically a small number of sophisticated Investors. In addition, a Private Placement permits more rapid penetration into the capital markets than would a public offering of securities requiring registration with the European regulators.

Overview of the Company

Introduction

The Company has been established to increase the wealth of its Investors. The Company's objective is to provide Investors with an opportunity to grow with the business to the level where it exploits the full potential of its recourses. The mission of the Company is to secure the Investors the highest possible long-term return at risks no worse than the risk of an index fund tracking the return on the global stock market.

Borrowings

The terms of the Company's bank borrowings will be determined on a project by project basis and the Company will be advised by the Investment adviser in this regard. The final decision in each case will be subject to the approval of the Management. It is anticipated that the debt funding, will increase the company's profit. It is the intention of the Company that acquisitions will be geared such as to achieve an appropriate balance between the risk of carrying debt and the enhancement of earnings through gearing and protection will be acquired against unforeseen increases in short term interest rates.

Legal summary

Incorporation and history

The Company was incorporated in Colorado on October 22, 2012 under the name of Winnett Perico, Inc. The Company is subject to national corporate law. The Company is further regulated by its Statutes and the Articles of Association. The law

of the jurisdiction in which the Company operates will regulate most of its internal activities, as well as its finances.

Legal structure of the Company

The Company is separate and distinct from its owners in the eyes of the law. As a separate entity, the Company has several distinguishing characteristics including limited liability, easy transferability of shares, and perpetual existence. The Company also has centralized management who may be different persons from the actual owners. Information on the group structure and subsidiaries and the share capital of the Company and the major shareholders are available upon request.

Organs of the Company

Through the Organs of the Company decision-making takes place, business is conducted and the company is represented, and the managing director or management board is supervised. The obligatory organs of the company are the company general meeting and the managing director and, in the case of statutory co-determination, the supervisory board. The articles of association may make optional provision for the appointment of a supervisory board, advisory board or board of directors. The company organs of the Company are the shareholders' meeting or general meeting, the management board and the supervisory board. Although the members of the company organs are not treated as employees, those who belong to the board of directors or the management board may have their legal actions heard in the system of labour courts.

Management and employees

The Company uses a flat organizational structure, where very few levels of management separate executives from analysts, secretaries and lower-level employees. This type of organization works best for the Company, because decisions can be made relatively quickly. The flat organizational lacks the typical bureaucracy of taller organizational structures--those with many levels of management.

Financial summary

Anticipated returns

The Company's aim is to deliver a reliable and growing return to its investors with the ultimate objective of sustaining a yield of no less than 5% on capital invested. This expectation is based on the Managements' assessment of prevailing market conditions. If, in the Company's view, circumstances change in future to make this expectation inappropriate as a medium to long-term objective, this will be communicated to Investors.

Financial information

The forecast financial information of the Company is presented under title "Financial plan" here below. The unaudited consolidated pro forma statement of financial position of the Company is also presented below. Extracts of the audited historical financial information for the previous years for the Company, the preparation of which is the responsibility of the Management, are available upon request.

Summary of the Private Placement and the Offering

Purposes of the Private Placement. The Company is currently seeking to raise capital through this Private Placement Offering for the following purposes:

The Key Features

The key features of the Private Placement are as follows:

The Company is seeking to raise debt capital from Investors in the form of a loan whereby Investors will lend funds to the Company under conditions as set forth hereby. By this Debt offering the Company seeks to raise debt financing by concluding a Loan Agreement with Investor which shall include an annual rate of return and a maturity date that dictates when the funds will be paid back to Investors in full, as determined here below.

The Company aims to raise an amount of \$ 100.000.000 by means of this Private Placement Offering. The Private Placement is not subject to any minimum subscription amount.

Minimum value of subscription amount in Europe for new Investors who are not qualified Investors: € 150.000;

Minimum value of subscription amount in Europe for Qualified Investors: € 150.000;

Fixed (or floated) interest rate: 5,8 % annual;

Maturity term of the principal amount shall be: 15 years;

Timing of the interest payments: annually;

Opening date of the Private Placement on December 1st, 2015;

Closing date of the Private Placement on December 1st, 2016;

All above mentioned data are subject to change. Any such change will be announced by the Company.

Details of the Private Placement

The Private Placement securities will be offered for subscription to potential Investors being select institutions, high net worth individuals and business associates, in Europe.

Potential Investors that have been invited to apply should do so by completing the Intention of interest form (or "Private Placement application forms"), which will be provided to them in accordance with the provisions of this Private Placement Memorandum and the instructions contained in the Intention of interest forms.

No Offering will be made to the public in respect of the Private Placement. The Private Placement is open to potential Investors (applicants) only.

Risks Relating to the Business of the Company

Listing of risks

The Company will initially need a substantial amount of surplus cash that will be invested in temporary Investments, which are expected to generate returns that are lower than the returns the Company anticipates receiving from equity and other types of Investments. The Management of the Company and their advisors are, however, highly experienced professionals with strong track records in identifying, managing and exiting Investments.

The Company is established in Tucson and has operating history and financial results as explained in the Memorandum with its Exhibits. An Investment in the Company is subject to all risks and uncertainties associated with this kind of business, including the risk that the Company will not achieve its objective of the Investments and that the value of an Investment in the Company of a potential Investor could decline substantially or completely.

Making an Investment carries inherent risk. Potential Investors should carefully consider the risks associated with investing in the Company and seek professional advice before making any decision to invest in the Company. The Management believes the below listed risks to be the most significant for prospective Investors. The risks listed, however, do not necessarily comprise all of those associated with an Investment in the Company and are not intended to be presented in any assumed order of priority. Furthermore, the hereby mentioned risks are not personalized to each potential Investor. Therefore a potential Investor should consider carefully whether an Investment in the Company is suitable in view of their personal circumstances and financial resources. Potential Investors are not to construe the contents of the Private Placement Memorandum as tax, business or legal advice. A prospective Investor should consult with its own legal, business and tax advisers to determine the appropriateness and consequences of an Investment in the Company.

Listing of risks

Some of the risks involving the Investment are the following:

1. **Lack of operating history.** The Company is recently incorporated and has therefore limited operating history upon which Investors can evaluate likely performance. There can be no assurance that the Company will achieve its Investment objective or that the strategy applied to the Company will be successful.
2. **Key individuals.** The Company is highly dependent on—among other factors—the attracted Investments, professionals employed by the Company, its advisors and there can be no assurance that the Company will have continued access to them.
3. **Availability of Investment opportunities.** The Company operates in a highly competitive market for Investment opportunities and if it cannot attract and receive Investments, its business and results of operations may suffer. The availability of potential Investments that meet the Company's Investment criteria will depend on the state of the economy and financial markets. The Company will be competing for Investments with other companies, as well as individuals, financial institutions and other institutional Investors. The Company can offer no assurance that it will be able to identify and make Investments that are consistent with its Investment criteria or rate of return targets, or that it will be able to fully invest its available capital.
4. **Development risks.** While it is not the intention of the Management to invest in development projects, in certain circumstances the Company may be exposed to development risks and the returns on the Investments may therefore be subject to some extent to the risks associated with the development of certain projects.
5. **Business and market risks** Any future market recession could materially adversely affect the value of Investments and the assets of the Company. Returns from an Investment are generally affected by overall conditions in the economy, such as growth in gross domestic product, employment trends, inflation and changes of interest rates. Furthermore, the financial condition and results of operations of the Company will depend on the ability of the

Company to manage future growth and effectively implement its Investment strategy. There can be no assurance that the Company or the financial advisor will be able to predict accurately or react effectively to future changes in the value of Investments. There can be no assurance that the values of Investments that the Company reports from time to time will in fact be realized. Family interests may exercise a substantial influence over the business of the Company and may be subject to conflicts of interest. The Company expects to make Investments in companies that are not controlled by the Company, which involves considerable risks.

6. **Currency exchange rates risk.** The base currency of the Company is USD and as such, the returns to Investors will be impacted by currency movements between the USD and other currencies in which the Company invest. These currency movements may be advantageous or disadvantageous to USD returns. In addition, an Investor must consider its personal effective 'base' currency as any currency movements between the USD and the individual's base currency could result in a loss of capital invested. Therefore if the Company will be exposed to foreign exchange risk, which may adversely affect its results of operation.
7. **Interest rate risk.** Fluctuations and changes in interest rates may adversely affect the financial condition of the Company. Adverse movements in interest rates could result in materially adverse performance of the property portfolio performance and as such, Investors could incur loss of capital invested.
8. **Law, regulatory regime and permits.** Laws and regulations governing the operations of the Company may adversely affect the business, Investments and results of operations. The failure to obtain or to continue to comply with all necessary approvals, licenses or permits, including renewals thereof or modifications thereto, may adversely affect the Company's performance, as could delays caused in obtaining such consents due to objections from third parties. New laws may be introduced which may be retrospective and affect the business which the Company is involved with. The Company could be adversely affected by delays in, or a refusal to grant, any required governmental approval for any particular Investment, as well as by the

application to the Company of any legal or administrative restriction on making Investments.

9. **Litigation risk.** Investment in the Company involves certain risks normally associated with Investment in the business of the Company, which includes for example the risk that a party may successfully litigate against the Company, which may result in a reduction in the assets of the Company. The Management is not aware of any pending litigation against the Company.
10. **Tax and regulatory changes.** The tax regimes applying to the Company and/or its SPVs, the ability of the Company to repatriate its assets and other operations of the Company are based on regulations which are subject to change through legislative, judicial or administrative action in the jurisdictions in which the Company and/or its SPVs operate and/or invest, thereby affecting the tax treatment of the Company and/or its SPVs in these jurisdictions.
11. **Operations of the Company.** The Company may be unable to pay interest. The Company may not achieve the Company's Investment objective. The Company may experience fluctuations in its half-yearly and yearly operating results.
12. **Liquidity of the Company's Investments** The Company's Investment in companies held in its portfolio may rank below others, and the Company may not be able to recoup amounts owed in the event of their bankruptcy or insolvency. The Company's Investments may not appreciate in value or generate Investment income or gains. If the Company borrows money to make Investments there is a risk that the costs of borrowing will exceed the returns (if any) on those Investments. An expected Investment to be made by the Company in financial participations may be illiquid and the market price of the financial participations may fluctuate widely in response to different factors. Privately acquired securities may be subject to transfer restrictions, which may impede the Company's ability to liquidate its position quickly. Market values of publicly traded securities that are held as Investments may be volatile.
13. **Interests.** Investors should note that payment of any future interests is not guaranteed and will be at the discretion of the directors after taking into

account various factors including the Company's operating results, financial condition and current and anticipated cash needs.

14. **Gearing.** The Company, either directly or indirectly through its SPV's, may use borrowings which will typically be secured on its assets. If the cost of the Company's borrowings exceeds the return on the assets in its portfolio, the borrowings will have a negative effect on the Company's performance. In the event that the Company enters into a bank facility agreement or funding agreement, such agreement(s) may contain financial covenants. In particular, such an agreement may require that the Company and/or its SPVs have assets exceeding a fixed percentage of the value of any loan draw down. If the value of such assets falls such that any financial covenant is breached, or if any other covenant is breached, the Company may be required to repay or procure the repayment of the borrowings in whole or in part. In such circumstances, it may be necessary to sell, in a limited time, all or part of the Company's assets portfolio, potentially in circumstances where there has been a downturn in assets values generally such that the realization proceeds do not reflect the valuation of such assets.
15. **Insolvency.** It is possible that the Company, due to many unpredictable and/or predictable factors become insolvent, whereby the potential Investors could lose all value of their Investment. However, currently there is no indication that such situation will occur in near future.

NOTA BENE

Performed due diligence of the Company by a potential Investor may not reveal all of the risks of investing in the Company. The factors mentioned above are not comprehensive and there may be other risks that relate to or may be associated with an Investment in the Company.

Disclaimers

The Offer

Potential Investors should read the Private Placement Memorandum in its entirety before deciding whether to invest in financial participations. The Private Placement Memorandum contains important information about the risks associated with an Investment. The Private Placement Memorandum does not take into account the Investment objectives, financial situation and particular needs of each potential Investor. We recommend that before you decide whether to invest you contact your financial adviser or other professional adviser.

Warning

The distribution of this Private Placement Memorandum may be restricted by law and persons who come into possession of it should seek advice and observe any such restrictions. Any failure to comply with such restrictions may contravene applicable securities laws. Company disclaims all liabilities to such persons. Eligible Investors who are nominees, trustees or custodians are therefore advised to seek independent advice as to how they should proceed. Financial intermediaries are responsible for ensuring that taking up an Investment does not breach the selling restrictions set out in this Memorandum or otherwise violate the securities laws in the relevant jurisdictions.

No action has been taken to register or qualify this Private Placement Memorandum to permit a public offering, in any jurisdiction.

Instructions

A potential Investor should ensure that any copy of the Private Placement Memorandum he/she/it views or prints is complete.

The information in this Private Placement Memorandum is for informational purposes only and is subject to change without notice. Nothing contained on this

Private Placement Memorandum constitutes Investment, legal, accounting, business, tax or other advice, nor is it to be relied on in making Investments. The information in the Private Placement Memorandum does not take into account your Investment objectives, financial situation or particular needs.

Some of the statements in the Private Placement Memorandum include forward-looking statements which reflect the Company's and/or the Directors' current views with respect to financial performance, business strategy and future plans, both with respect to the Company and the sectors and industries in which the Company operates. Statements which include the words "expects", "intends", "plans", "believes", "projects", "anticipates", "will", "targets", "aims", "may", "would", "could", "continue" and similar statements are of a future or forward-looking nature.

All forward-looking statements address matters that involve risks and uncertainties. Accordingly, there are or will be important factors that could cause the Company's actual results to differ materially from those indicated in these statements. These factors include but are not limited to those described in the part of the Private Placement Memorandum entitled "Risk Factors", which should be read in conjunction with the other cautionary statements that are included in the Private Placement Memorandum. Any forward-looking statements in the Private Placement Memorandum reflect the Company's current views with respect to future events and are subject to these and other risks, uncertainties and assumptions relating to the Company's operations, results of operations and growth strategy.

These forward-looking statements speak only as of the date of the Private Placement Memorandum. The Company undertakes no obligation publicly to update or review any forward-looking statement, whether as a result of new information, future developments or otherwise. All subsequent written and oral forward-looking statements attributable to the Company or individuals acting on behalf of the Company are expressly qualified in their entirety by this paragraph. Prospective Investors should specifically consider the factors identified in the Private Placement Memorandum which could cause actual results to differ before making an Investment decision.

No statement in this Private Placement Memorandum is intended as a profit forecast and no statement in the preliminary Private Placement Memorandum should be interpreted to mean that the earnings of the Company and/or the earnings of the Investor for the current or future years would necessarily match or exceed the historical published earnings of the Company and/or earnings per share.

Terms

The Private Placement Memorandum is an important document that should be read in its entirety. Accordingly, a potential Investor should always consult a legal, financial or/and other professional adviser. By accessing the Memorandum the Investor acknowledge that the Investor has read and accept the terms set out here above. A potential Investor should indicate the Investor's agreement by signing a form entitled: "Confirmation of Understanding and Acceptance of all terms and disclaimers of the Memorandum" which is attached below.

Confirmation of Understanding and Acceptance of Disclaimer

I have read and understood all terms of this Memorandum inclusive the disclaimer set out above. I understand that it may affect my rights. I agree to be bound by its terms and the other terms and conditions of use applying to this Private Placement Memorandum. I confirm that I am permitted to view this Private Placement Memorandum. If I do not agree to all the terms and conditions of the Memorandum as set out above, then I may not use the information in this Private Placement Memorandum. I acknowledge that I have been advised by the Company that all information and documents regarding this Private Placement Memorandum that I may have knowledge of or access to are strictly confidential.

First name

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Surname

.....

Phone number

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Email

.....

Date

.....

Signature

.....

Information on the Company

History and background of the Company

Incorporation and history:

The Company is incorporated in Colorado on October 22, 2012 under the name of Winnett Perico, Inc.

Overview of the Company:

The Company has been established to produce and distribute organic fresh foods.

Directors and employees:

CEO Brewer – 36 years from Boardroom to farm field, extensive organic foods and supply chain experience

VP Operations Castro – 36 years in operations, including 10 years organics

VP Finance Smith – 36 years in finance, 19 years as CFO, extensive food experience

VP Sales and Marketing LeBlond – 25 years including organic mass market experience

Director – Food Safety and Organic Integrity Gomez – 10 years food safety experience

Director –Organic Farming Mota – Six years as grower, including organics

Investment objectives, strategy and prospects

The Company focuses on achieving long-term responsible capital growth while preserving shareholders' capital. Capital is allocated to internally and externally managed equities.

Company's Investment policy

1. Responsible Investment is an integral part of the Investment process of the Company. The Company takes shareholder rights and environmental and

social factors into consideration in its Investment decisions. Research in the fields of sustainability and shareholder rights can lead to a decision to decline a certain Investment offer, to sell the Investment, or to increase or reduce the size of the Investment.

2. The Company enters into dialogue with companies in order to achieve good corporate governance. In meetings with companies the Company makes its standards on shareholder rights clear. To emphasize its message, the Company often cooperates with other Investors.
3. The Company expects companies to act with respect for the principles of the UN Global Compact, and we the Company sells the securities it holds if the dialogue does not lead to improvement. Moreover, the Company does not invest in products which are banned under international law or international regulations. This means that the Company does not invest in companies that are directly involved in the manufacture of landmines, cluster ammunition and their firing systems, or chemical or biological weapons. The Company also rules out products or services widely regarded as objectionable. The minimum standards for companies in the fields of human rights, labor standards, the environment and corruption are specified in the UN Global Compact.
4. The Company does not invest in sovereign bonds issued by countries that are subject to an arms embargo by the UN Security Council. An UN Security Council arms embargo indicates that there is serious concern about a country's human rights situation.
5. The Company actively exercises its rights as shareholder. The Company votes at the shareholders' meetings of the companies in which it invests. The Company publishes its voting behavior and provides explanations of how it voted.
6. The Company strongly advocates robust national and international laws and regulations aimed at promoting sustainability and good corporate governance. The Company regularly discusses sustainability and shareholder rights with legislators and regulatory bodies. The Company also contributes to the development of standards aimed at improving the integrity of the financial markets over the long term.

7. The Company actively looks for attractive Investments that promote sustainability. The Company is always looking for new opportunities to invest in contributions to profitable sustainability.
8. The Company actively propagates its responsible Investment policy in order to promote sustainability and corporate governance. The Company cooperates with asset managers and communicates extensively about its activities.

Prospect

Yield: 5% MINIMUM.

Objective: To provide a high and rising income together with the possibility of capital appreciation from international equities, international equity-related securities and fixed interest securities.

Foreign exchange and interest rate hedging

Company applies uses the method of foreign exchange hedge (also called a FOREX hedge) to eliminate or "hedge" its foreign exchange risk resulting from transactions in foreign currencies. This is done using either the cash flow hedge or the fair value method. The accounting rules for this are addressed by the International Financial Reporting Standards (IFRS) as well as other national accounting standards.

By applying this method, the foreign exchange hedge transfers the foreign exchange risk from the trading or investing company to a business that carries the risk, such as a bank. There is cost to the Company for setting up a hedge. By setting up a hedge, the Company also forgoes any profit if the movement in the exchange rate would be favorable to it.

Interest rate risk exists in an interest-bearing asset, such as a loan or a bond, due to the possibility of a change in the asset's value resulting from the variability of interest rates. Forwards and Futures provide Company the ways to hedge interest rate risk, with different methods being appropriate for different scenarios.

Legal Information

Investments in the Company are channeled through a Luxembourg or Dutch fund. This Investment fund acts as a vehicle that allows a number of separate and unrelated Investors, a group of individuals or companies, to make Investments together. By pooling their capital, the Investors can share costs and benefit from the advantages of investing larger amounts, including the possibility of achieving a broader diversification among a number of different assets and thus spreading their risks.

The number of Investors in the fund is not fixed. At the moment, it is not certain how the Investment fund will be designed, for example as an Investment company with a board of directors and the Investors as shareholders, or as a contractual agreement between the Investors and the management company.

The fund will be initially set up with an indefinite lifespan. The fund will seek to generate income for Investors, or seek to maximize the capital value of their Investments. The fund will be restricted to sophisticated Investors such as financial institutions or very wealthy families.

The offering terms will be summarized in a term sheet, containing the following subjects:

- A description of the security being sold.
- The price for the security.
- The company pre-money valuation.
- The minimum (if any) and maximum amount to be sold.
- Basic information about the issuing company (e.g., whether it is a corporation or limited liability company, the state of incorporation/organization).
- The current cap table.
- Any applicable security transfer restrictions.

The term sheet can also contain other provisions that address issues such as board representation, veto rights over certain types of transactions or conduct, co-sale or

tag-along rights, drag-along rights, dividends, put rights, piggyback registration rights, and anti-dilution provisions.

Financial Information

The Company's financial information is provided in the following sections. Before potential Investors enter into a contract with the Company, a due diligence will be carried out by a specialized firm that will focus on:

- Evaluating the integrity of individuals - both personally and professionally
- Analyzing the quality of reported assets, earnings and cash flows
- Assessing the financial and accounting control environments
- Gauging the strength of relationships with customers and partners
- Tracing and evaluating the supply chain for compliance-related vulnerabilities

In addition, this due diligence provides essential information about the Company in respect to:

- The Capitalization of the company
- Revenue, profit and margin trends
- Competitors and industries
- Valuation multiples
- Management and share ownership
- Balance sheet exam
- Stock price history
- Stock Options and dilution possibilities
- Expectations
- Risks

Corporate Government Structure of the Company

Corporate government structure of the Company

The corporate bodies of the Company are:

1. Board of directors ("Management")
2. General Assembly
3. Supervisory organ

The board of directors, including the general manager or CEO (chief executive officer), has very defined roles and responsibilities within the business organization. Essentially it is the role of the board of directors to hire the CEO or general manager of the business and assess the overall direction and strategy of the business. The CEO or general manager is responsible for hiring all of the other employees and overseeing the day-to-day operation of the business. Problems usually arise when these guidelines are not followed. Conflict occurs when the directors begin to meddle in the day-to-day operation of the business. Conversely, management is not responsible for the overall policy decisions of the business.

The Company shall hold an annual general assembly within six months of the end of each financial year. The Board may decide that shareholders may attend the general assembly and exercise their shareholder rights (e.g. vote, vote in advance, etc.) by electronic means. As a rule, the general assembly is held once every year. The board or shareholders can nevertheless convene an extraordinary general assembly to consider matters that normally are not part of the business of the annual general assembly.

The appointment of a supervisory board is optional for the Company. However, the supervisory board cannot legally represent the Company. The Company will also appoint a qualified auditor.

The statutes of the Company provide further details.

Details of the Management of the Company

- Details of the Directors (the full names, ages, capacities and business address of the Directors)
- Experience of the directors
- Qualification, appointment, voting power, retirement and borrowing powers of the directors

The relevant provisions of the Articles of association of the Company relating to qualification, appointment, voting powers, retirement, remuneration and borrowing powers of directors are set out in its Statutes. The borrowing powers of the directors in respect of both the Company and the subsidiaries are unlimited.

Disclosures by the directors

None of the directors of the Company (or the subsidiaries) have:

1. been declared bankrupt, insolvent or have entered into any individual voluntary compromise arrangements;
2. entered into any receiverships, compulsory liquidations, creditors voluntary liquidations, administrations, company voluntary arrangements or any compromise or arrangement with creditors generally or any class of creditors of any company where such directors are or were directors with an executive function during the preceding twelve months;
3. entered into any compulsory liquidations, administrations or partnership voluntary arrangements of any partnerships where such directors are or were partners during the preceding twelve months;
4. entered into any receiverships of any asset(s) or of a partnership where such directors are or were partners during the preceding twelve months;
5. been involved in any unusual transactions such as purchases outside normal activity or the acquisition or disposal of fixed asset items;
6. been publicly criticized by a statutory or regulatory authority, including recognized professional bodies or disqualified by a court from acting as a director of a company or from acting in the management or conduct of the affairs of any company; and/or

7. been involved in any offence of dishonesty, fraud or embezzlement.

Remuneration of directors

Executive and non-executive directors may be compensated by fee, salary, and/or use of the Company's property as a matter of agreement between them and the Company. However, the amount of remuneration cannot exceed the amount specified in the articles of association.

Interests of the directors

On the last practicable date, the directors (and their associates), in aggregate, held directly and indirectly approximately 100% of Company's issued share capital.

Statements:

1. Save for being a shareholder of the Company or the Investment adviser, no director of the Company has or had any interest, directly or indirectly, in any transaction which is, or was, material to the business of the Company and which was effected by the Company during the current financial year which remains in any respect outstanding or unperformed.
2. Save for being a shareholder of the Company or the Investment adviser, no director of the Company has had any material beneficial interest, either direct or indirect, in the promotion of the Company.
3. Save for being a shareholder of the Company or the Investment adviser, no director of the Company has had any material beneficial interest, either direct or indirect, in any property acquired or to be acquired by the Company.

Management contracts of the directors

The directors have written employment/management agreements. The executive directors are employed on terms and conditions that are normal for positions of their nature, which include, inter alia, that the executives:

1. are required to spend all such time as reasonably required in the fulfillment of their duties;
2. are subject to the usual fiduciary obligations of a director of a listed company;
3. are subject to notice of termination;
4. are required to serve on committees as necessary;
5. are bound by duties of confidentiality with regards to the business of the Company; and
6. have agreed to be bound by a restraint of trade for a period post-termination of services.

Other directorship held by the directors

This information is available upon request.

Major shareholders of the Company

Details of shareholders holding more than 10% of the issued share capital and the shares issued since the Company's incorporation as well as the current capital structure and the capital structure subsequent to the conclusion of the Private Placement are available upon request. Also available upon request is information regarding the rights attaching to the shares.

Key features of the Statutes and the Articles of Association of the Company

The Statutes and Articles cover a number of topics:

- the issuing of shares (also called stock), different voting rights attached to different classes of shares
- the appointments of directors - which shows whether a shareholder dominates or shares equality with all contributors
- directors meetings - the quorum and percentage of vote
- management decisions - whether the board manages or a founder
- transferability of shares - assignment rights of the founders or other members of the company do
- special voting rights of a Chairman, and his/her mode of election

- the dividend policy - a percentage of profits to be declared when there is profit or otherwise
- winding up - the conditions, notice to members
- confidentiality of know-how and the founders' agreement and penalties for disclosure
- first right of refusal - purchase rights and counter-bid by a founder

Key obligations, liabilities and rights of the Company

No material contracts have been entered into by the Company, other than in the ordinary course of business, since incorporation, that contains an obligation or settlement that is material to the Company as at the date of the Memorandum. Information regarding Agreements with key clients/providers/Investors, Assets acquired or to be acquired is available upon request.

Corporate practice and conduct

The Company and its Management are committed to the principles of effective corporate governance and application of the highest ethical standards in the conduct of its business and affairs. The Company complies with the latest version of the Dutch corporate governance code. Details of the Company's code of corporate practice and conduct can be found on the website of the Dutch Corporate Governance Code Monitoring Committee, installed by the Dutch Minister of Finance, the Minister of Justice and the Minister of Economic Affairs (commissiecorporategovernance.nl).

Directors' responsibility statement

The following statement should be read in conjunction with the auditor's statement of their responsibilities as set out in the auditor's report contained in the Company's Annual Reports. The statement aims to distinguish the responsibilities of the Directors and the auditor in relation to the financial statements.

The Directors are required by Statutes and Articles to prepare financial statements, which give a true and fair view of the state of affairs of the Company. The financial

statements should be prepared on a going concern basis unless it considers inappropriate. The Directors are responsible for ensuring that the accounting records kept by the Company at any time reasonably and accurately reflect the financial position of the Company, and also ensure that the financial statements comply with the requirements of the International Accounting Standards Board (IASB). The Directors also have duties to take reasonable and practicable steps to safeguard the assets of the Company and to prevent and detect fraud and other irregularities.

The Directors consider that in preparing the financial statements contained in its Annual Reports, the Company has adopted appropriate accounting policies which have been consistently applied and supported by reasonable judgments and estimates, and that all accounting standards which they consider to be applicable have been followed.

Litigation Statement

There are no legal or arbitration proceedings (including any such proceedings that are pending or threatened) of which the Company is aware, which may have or have had a material effect on the financial position of the Company since incorporation.

Who We Are

The Company

Winnett Perico, Inc. is a Colorado company organized in October 2012.

Winnett Perico, Inc. is developing the WinnettOrganics brand as its integrated organic foods operation. WinnettOrganics:

- Will be a key participant in three emerging organic market segments, worth \$22.5 billion annually by 2020.
- Grows this project to a \$900 plus million enterprise over five years.
- Leverages 50% to 70% organic product price premiumsto generate superior profits and an excellent capital base for further growth.
- Uses technology tools such as RFID and GPS to improve performance and marketability of livestock and crops, further leveraging the organic pricing premium.
- Enhances customer loyalty with strategic supply chain services to gain market share inthis short of supply market.

The WinnettOrganics management team has direct experience in developing this strategy for competitive advantage. Company has organic farming, direct marketing, and supply chain expertise. The Company has direct experience in founding and building the wholesale channel and in building the retail channel for organic foods distribution. Company has distributed food products using organic channels, conventional channels, and the Internet.

The Company has the required skill sets to successfully execute this business plan and deal with the many opportunities that are emerging in this rapidly growing market. The bottom line is that management has prior experience growing organic and natural foods companies quickly to hundreds of millions in annual sales.

The Team

Dennis Brewer, Chief Executive Officer, brings extensive Board-level experience in natural and organic foods, together with extensive operations, business process, supply chain, logistics, technology, and sales experience. Brewer has more than 30 years of business experience, both as a Chief Operating Officer founding and growing companies, and as a consultant to companies with sales in the tens of billions. He has helped dozens of businesses improve their supply chain operations. He is past Chair of the Board of Puget Consumers Coop, a \$147 million organic and natural retail food grocery chain based in Seattle, Washington, and a founding Director of NutraSource. NutraSource was a rapidly growing \$45 million wholesaler of organic and natural food in Seattle, Washington, with customers throughout the Pacific Northwest and in Alaska until it was acquired by a competitor. Brewer was also a Chair and Director of AeA, a high technology trade association. Brewer began his career as a consultant at Deloitte Haskins & Sells. He holds an MBA and BA in Business Administration, and was a CPA from 1980 - 1987.

Much as CROPP has done in the organic dairy industry, growing to \$600 million in 23 years, WinnettOrganics growth will be generated through a combination of cost efficient penetration of initial markets and incremental expansion into other geographies in the US.

With the organic industry adding nearly \$3 billion of sales each year, the full line services of suppliers like WinnettOrganics will be a key to the industry's growth and development, particularly in the wholesale and large retailer market segments being targeted by the Company. Our management team has solved this set of supply chain problems many times before. With proper capitalization, WinnettOrganics can grow very rapidly by focusing on organic vegetables, grains, and beef.

What We Sell

Company is focussed on selling organic foods; food produced by organic farming. While the standards differ worldwide, organic farming in general features cultural, biological, and mechanical practices that foster cycling of resources, promote ecological balance, and conserve biodiversity. Synthetic pesticides and chemical fertilizers are not allowed, although certain approved pesticides may be used. In general, organic foods are also not processed using irradiation, industrial solvents, or synthetic food additives.

Currently, the European Union, the United States, Canada, Mexico, Japan and many other countries require producers to obtain special certification in order to market food as organic within their borders. In the context of these regulations, organic food is food produced in a way that complies with organic standards set by national governments and international organizations. Although the produce of kitchen gardens may be organic, selling food with the organic label is regulated by governmental food safety authorities, such as the US Department of Agriculture (USDA) or European Commission.

Organic food production is a self-regulated industry with government oversight in some countries, distinct from private gardening. Currently, the European Union, the United States, Canada, Japan and many other countries require producers to obtain special certification based on government-defined standards in order to market food as organic within their borders. In the context of these regulations, foods marketed as organic are produced in a way that complies with organic standards set by national governments and international organic industry trade organizations.

In the United States, organic production is managed in accordance with the Organic Foods Production Act of 1990 (OFPA) and regulations in Title 7, Part 205 of the Code of Federal Regulations to respond to site-specific conditions by integrating cultural, biological, and mechanical practices that foster cycling of resources, promote ecological balance, and conserve biodiversity. If livestock are involved, the livestock

must be reared with regular access to pasture and without the routine use of antibiotics or growth hormones.

The biggest advantages of organic food include (source: sustainablebabysteps.com):

- **Nutrient-Denser Food:** According to a State of Science Review done in 2008, organic food has more nutritional superiority than its non-organic counterparts.
- **Physical:** No pesticides, chemicals, or processed additives bogging down the system means a smaller risk of disease, illness, and disorders. Nothing leaves a person feeling more tired and gross than unhealthy junk food.
- **Taste:** Organic food tastes differently from the addictive qualities of junk food additives, such as processed sugar and MSG. But after just a short time the body will be preferring truly healthy food.
- **Price:** Although some organic food and products are more expensive, a person will save money in several ways:
 1. Whole foods help to prevent major and minor diseases and illnesses, meaning lower health care costs and less likelihood of missing work. One of the hidden advantages of organic food.
 2. The brain tells the body to eat partially based on the nutrients it receives. Now that we know eating organic means more nutrients, it means the brain will not tell the body to keep eating like it does with junk food.
 3. Buying organic food from the farmer's market is incredibly inexpensive. A consumer also has the option of bartering with farmers for goods or services.
 4. Growing one's own can become free when a person gets his/her organic vegetable gardening place.
- **Safe from Dangerous Pesticides:** Chemical pesticides have been linked to breast, prostate and other cancers, non-Hodgkins lymphoma, leukemia, infertility, convulsions, immune and endocrine disorders, Parkinson's disease and depression. Just to name a few!

- Safe from Scary Chemicals: Herbicides and fertilizers have been connected with various cancers, immune disorders, infertility, cardiac disease, hypertension, and numerous other diseases.
- Safe from Other Artificial Ingredients: Things like genetically engineered foods (frankenfoods, such a tomatoes spliced with fish genes for cold weather tolerance), food fertilized with sewer sludge, appetite enhancers given to animals and synthetic hormones are just a few more advantages of organic food.

Who We Sell To

US Market

Solid growth for the US organic food market is expected to continue until 2018, according to a new report that puts a compound annual growth rate (CAGR) of 14% on the sector. The new "United States Organic Food Market Forecast & Opportunities, 2018" report adds that the Western US is driving much of the organic food market revenues on the back of growing domestic production and increasing awareness.

The predicted growth is consistent with those reported recently by Information Resources Inc. (IRI) and SPINS, which found that with natural/organic retail sales reaching \$81.3 billion in 2012, up 13.5% from the year before.

The organic market is growing 9.5% (\$3 billion) annually in the US, according to the Organic Trade Association (www.ota.com). Sales have increased from \$1 billion in 1990 to \$31.5 billion in 2011. The industry will likely total over \$65 billion by 2020.

The growth could be significantly larger, however, given that two small "power shopper" groups, together comprising 18% of consumers, account for almost half of all sales of natural/organic products. This leaves 82% of consumers who still haven't reached their buying potential in this fast-growing CPG segment (Source: foodnavigator-usa.com).

European market

While the US organic market is currently less than 2% of the \$1.5 trillion US consumer food market, the European market is already 4.5% of consumer food expenditures and continues to grow rapidly. Market analysts expect US market penetration to grow to equal or exceed that of the European market as supply becomes available. It will take another ten years of rapid growth for the US market to match current penetration in Europe. Less than 1% of all U.S. farmland is organic, so industry growth is primarily constrained by supply shortages and an underdeveloped supply chain.

China

In China the increasing demand for organic products of all kinds, and in particular milk, baby food and infant formula, has been "spurred by a series of food scares, the worst being the death of six children who had consumed baby formula laced with melamine" in 2009 and the 2008 Chinese milk scandal, making the Chinese market for organic milk the largest in the world as of 2014. A Pew Research Centre survey in 2012 indicated that 41% of Chinese consumers thought of food safety as a very big problem, up by three times from 12% in 2008.

Demand and Supply

Consumer demand for organic products has widened over the last decade. While new producers have emerged to help meet demand, market participants report that a supply squeeze is constraining growth for both individual firms and the organic sector overall (USDA ERS, Emerging Issues In The U.S. Organic Industry, 2009).

Most current organic suppliers are smaller operations which lack the capital and sophistication to provide consistent, adequate supplies. As a result, with the exception of fresh produce and dairy products, the supply chain for many organic items is not well established, resulting in continuing shortages at retail. For example, only 0.7% of all wheat and 0.2% of all beef in the US were organically certified in 2008, according to USDA.

Target Markets

WinnettOrganics targets three complementary segments of the rapidly growing, highly profitable organic foods specialty market – vegetables, grains, and meat products. Due to severe supply shortages, organic grains must triple (increase by \$2.1 billion) and meat products must increase ten-fold (by \$1.4 billion) simply to catch up to the current 2% penetration rate for other organic food products. These two categories present a tremendous opportunity, worth over \$4.5 billion annually by 2020. Organic vegetables are growing 13% per year, and now total \$9.7 billion. This higher than category growth is expected to continue into the foreseeable future.

Organic food sales are up from \$1 billion in 1990 to \$31.5 billion in 2011. The organic market continues to grow rapidly, adding 9.5% (\$3 billion) annually in the US, according to the Organic Trade Association (www.ota.com). The industry will likely total over \$65 billion by 2020. The organic foods industry enjoys 50% to 70% price premiums over the \$1.5 trillion conventional food industry.

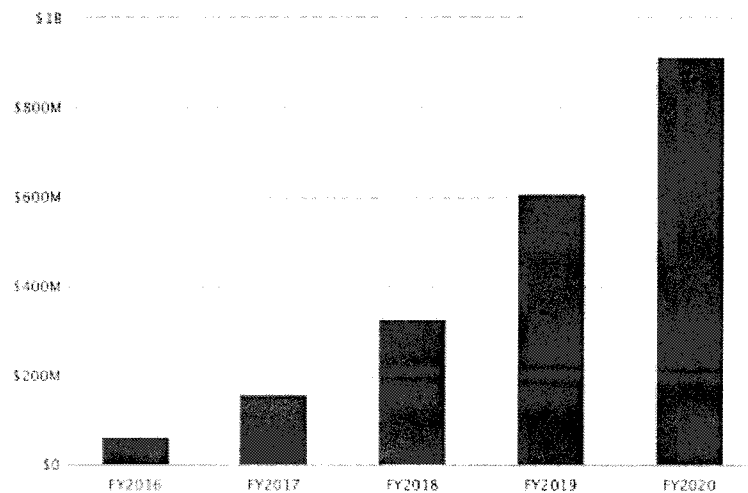
Financial Plan

Revenues

Revenue Forecast

	FY2016	FY2017	FY2018	FY2019	FY2020
Revenue					
Total income	\$63,448,000	\$159,998,000	\$330,411,000	\$608,746,000	\$915,592,000
Total Revenue	\$63,448,000	\$159,998,000	\$330,411,000	\$608,746,000	\$915,592,000
Direct Cost					
Direct Costs	\$32,926,000	\$70,775,000	\$131,910,000	\$229,909,000	\$336,827,000
Total Direct Cost	\$32,926,000	\$70,775,000	\$131,910,000	\$229,909,000	\$336,827,000
Gross Margin	\$30,522,000	\$89,223,000	\$198,501,000	\$378,837,000	\$578,765,000
Gross Margin %	48%	56%	60%	62%	63%

Revenue by Year



About the Revenue Forecast

Although Management believes that the expectations reflected in these forward-looking statements are reasonable, it can give no assurance that such expectations will prove to be correct. Important factors that could cause actual results to differ materially from the Company's expectations. All subsequent written and oral forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by the cautionary statements set forth in this Memorandum. The Company disclaims any intention or obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

Budget

Budget Table

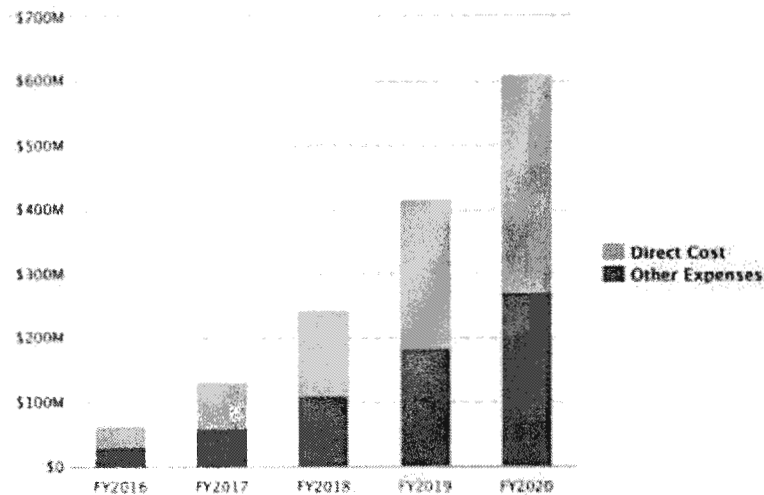
	FY2016	FY2017	FY2018	FY2019	FY2020
Operating Expenses					
Salary	\$5,900,000	\$12,950,000	\$17,754,000	\$22,855,000	\$29,077,950
Employee Related Expenses	\$295,000	\$647,500	\$887,700	\$1,142,750	\$1,453,898
Overhead	\$18,464,000	\$32,974,000	\$62,526,000	\$105,943,000	\$156,475,000
Total Operating Expenses	\$24,659,000	\$46,571,500	\$81,167,700	\$129,940,750	\$187,006,848

About the Budget

To begin developing a budget process, Company first created an outline. Deciding on what budgeting platform to use and what the submittal and review process would be were two keys to developing the overall budgeting processes. Then it was necessary to put together an overall plan that achieves a specific percentage of

revenue growth. The next step was to identify the key budgeting participants. The final step has been to set the timeframe.

Expenses by Year



Startup Costs

The Company has divided startup costs up into six major categories:

- **Cost of sales.** Product inventory, raw materials, manufacturing equipment, shipping, packaging, shipping insurance, warehousing.
- **Professional fees.** Setting up a legal structure, trademarks, copyrights, patents, drafting partnership and non-disclosure agreements, attorney fees for ongoing consultation, retaining an accountant.
- **Technology costs.** Computer hardware, computer software, printers, cell phones, PDAs, website development and maintenance, high-speed internet access, servers, security measures, IT consulting.
- **Administrative costs.** Various types of business insurance, office supplies, licenses and permits, express shipping and postage, product packaging, parking, rent, utilities, phones, copier, fax machine, desks, chairs, filing cabinets – anything else needed to have on a daily basis to operate a business.

- **Sales and marketing costs.** Printing of stationery, marketing materials, advertising, public relations, event or trade show attendance or sponsorship, trade association or chamber of commerce membership fees, travel and entertainment for client meetings, mailing or lead lists.
- **Wages and benefits.** Employee salaries, payroll taxes, benefits, workers compensation.

Loans and Investments

	FY2016	FY2017	FY2018	FY2019	FY2020
Participations Financing at 5.8% interest	\$100,000,000	\$0	\$0	\$0	\$0
Total Amount Received	\$100,000,000	\$0	\$0	\$0	\$0

Cash Flow Assumptions

Cash Inflow

% of Sales on Credit	50%
Avg Collection Period (Days)	15

Cash Outflow

% of Purchases on Credit	50%
Avg Payment Delay (Days)	30

Inventory

Months to Keep on Hand	0
Minimum Inventory Purchase	\$0

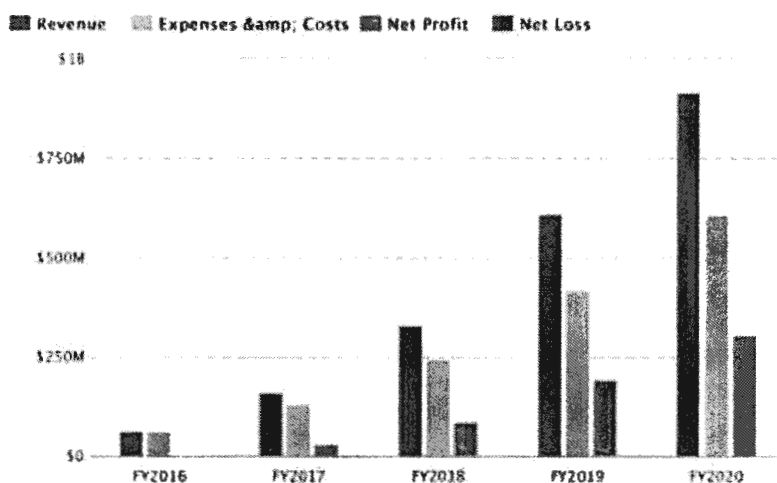
Financial Statements

Profits

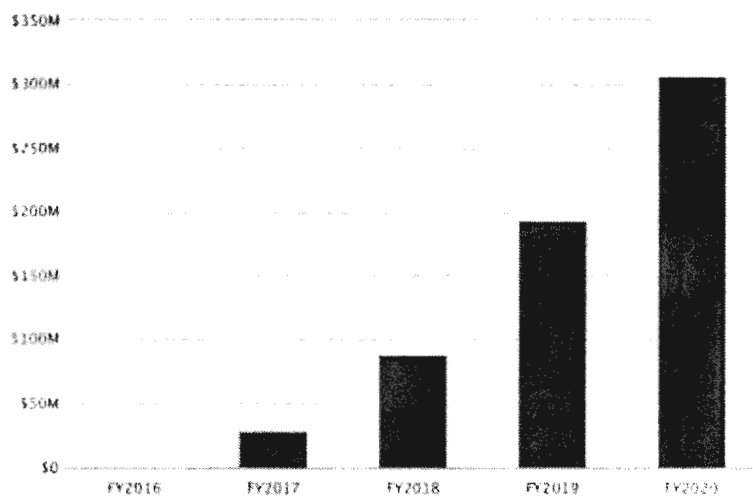
Profit and Loss Statement

	FY2016	FY2017	FY2018	FY2019	FY2020
Revenue	\$63,448,000	\$159,998,000	\$330,411,000	\$608,746,000	\$915,592,000
Direct Costs	\$32,926,000	\$70,775,000	\$131,910,000	\$229,909,000	\$336,827,000
Gross Margin	\$30,522,000	\$89,223,000	\$198,501,000	\$378,837,000	\$578,765,000
Gross Margin %	48%	56%	60%	62%	63%
Operating Expenses					
Salary	\$5,900,000	\$12,950,000	\$17,754,000	\$22,855,000	\$29,077,950
Employee Related Expenses	\$295,000	\$647,500	\$887,700	\$1,142,750	\$1,453,898
Overhead	\$18,464,000	\$32,974,000	\$62,526,000	\$105,943,000	\$156,475,000
Total Operating Expenses	\$24,659,000	\$46,571,500	\$81,167,700	\$129,940,750	\$187,006,848
Operating Income	\$5,863,000	\$42,651,500	\$117,333,300	\$248,896,250	\$391,758,152
Interest Incurred	\$5,447,032	\$6,281,158	\$6,655,309	\$7,051,743	\$7,471,794
Depreciation and Amortization	\$133,333	\$233,334	\$316,666	\$352,781	\$491,662
Income Taxes	\$56,527	\$7,227,402	\$22,072,265	\$48,298,345	\$76,758,939
Total Expenses	\$63,221,892	\$131,088,394	\$242,121,940	\$415,552,619	\$608,556,243
Net Profit	\$226,108	\$28,909,606	\$88,289,060	\$193,193,381	\$307,035,757
Net Profit / Sales	0%	18%	27%	32%	34%

Financial Highlights by Year



Net Profit (or Loss) by Year



About the Profit and Loss Statement

This pro-forma profit and loss statement is a projection of a company's net income for a period of time in the future. This information includes the Company's projections for future revenue, expenses, and income. Projecting pro-forma profit

and loss is important for a company in that it allows it to budget for the upcoming period of time and see where adjustments have to be made in their operations.

Company issues the pro-forma financial statement in addition to generally accepted accounting principles (GAAP) - adjusted statements as a way to provide Investors with a better understanding of operating results. This pro-forma financial statement takes out one-time charges to smooth earnings.

These pro-forma earnings describe a financial statement that has hypothetical amounts, or estimates, built into the data to give "picture" of Company's profits. Pro-forma earnings are not computed using standard GAAP and leave out one-time expenses that are not part of normal company operations, such as restructuring costs following a merger. Such an expense can be rightfully viewed as a one-time item that does not contribute to the company's representative valuation.

GAAP enforces strict guidelines that companies must follow when reporting earnings, but pro-forma figures are better thought of as "hypothetical," computed according to the estimated relevance of certain events and conditions experienced by the company. Basically, Company uses its own discretion in calculating pro-forma earnings, including or excluding items depending on what they feel accurately represents the company's true performance.

These pro-forma figures are supposed to give Investors a clearer view of company operations. For the Company, pro-forma earnings provide a much more accurate view of its financial performance and outlook because of the nature of its businesses.

This pro-forma financial statement can also be used by corporate managers and Investment banks to assess the operating prospects for their own businesses in the future and to assist in the valuation of potential takeovers. They are useful tools to help identify the Company's core value drivers and analyze changing trends within company operations.

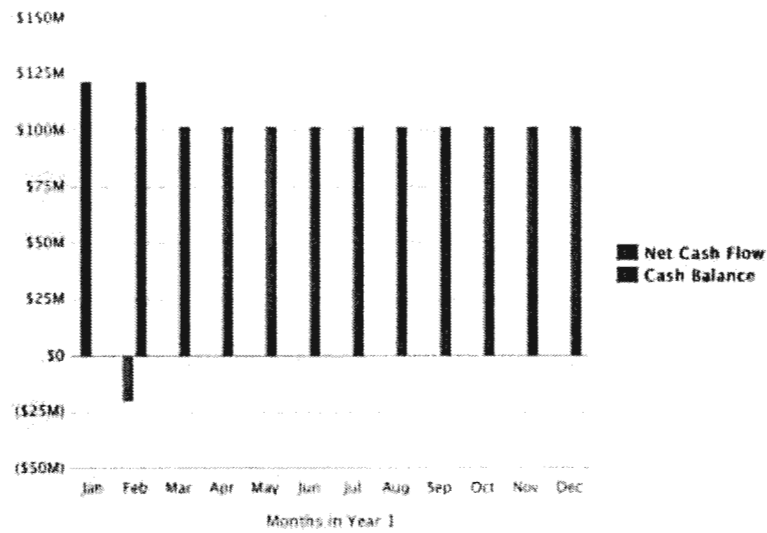
Balance Sheet

	FY2016	FY2017	FY2018	FY2019	FY2020
Cash	\$101,863,000	\$141,457,973	\$249,063,872	\$483,189,268	\$824,844,227
Accounts Receivable	\$0	\$0	(\$1)	\$15,345,469	\$23,080,538
Total Current Assets	\$101,863,000	\$141,457,973	\$249,063,871	\$498,534,737	\$847,924,765
Long-Term Assets	\$4,000,000	\$7,000,000	\$9,500,000	\$11,500,000	\$17,500,000
Accumulated Depreciation	(\$133,333)	(\$366,667)	(\$683,333)	(\$1,036,114)	(\$1,527,776)
Total Long-Term Assets	\$3,866,667	\$6,633,333	\$8,816,667	\$10,463,886	\$15,972,224
Total Assets	\$105,729,667	\$148,091,306	\$257,880,538	\$508,998,623	\$863,896,989
Accounts Payable	\$0	\$0	\$0	\$13,993,826	\$20,554,242
Income Taxes Payable	\$56,527	\$7,227,402	\$22,072,265	\$48,298,345	\$76,758,939
Sales Taxes Payable	\$0	\$0	\$0	\$10,653,055	\$16,022,860
Total Current Liabilities	\$56,527	\$7,227,402	\$22,072,265	\$72,945,226	\$113,336,041
Long-Term Debt	\$105,447,032	\$111,728,190	\$118,383,499	\$125,435,242	\$132,907,036
Total Liabilities	\$105,503,559	\$118,955,592	\$140,455,764	\$198,380,468	\$246,243,077
Retained Earnings		\$226,108	\$29,135,714	\$117,424,774	\$310,618,155
Earnings	\$226,108	\$28,909,606	\$88,289,060	\$193,193,381	\$307,035,757
Total Owner's Equity	\$226,108	\$29,135,714	\$117,424,774	\$310,618,155	\$617,653,912
Total Liabilities & Equity	\$105,729,667	\$148,091,306	\$257,880,538	\$508,998,623	\$863,896,989

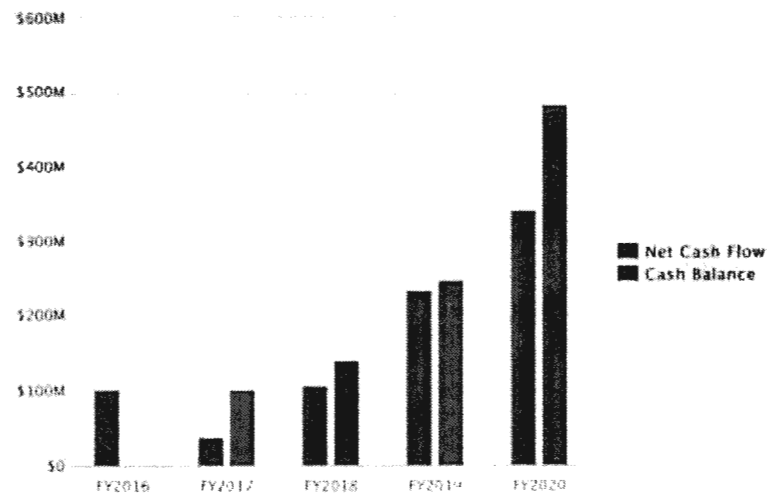
Cash Flow Statement

	FY2016	FY2017	FY2018	FY2019	FY2020
Net Cash Flow from Operations					
Net Profit	\$226,108	\$28,909,606	\$88,289,060	\$193,193,381	\$307,035,757
Depreciation and Amortization	\$133,333	\$233,334	\$316,666	\$352,781	\$491,662
Change in Accounts Receivable	\$0	\$0	\$1	(\$15,345,470)	(\$7,735,069)
Change in Accounts Payable	\$0	\$0	\$0	\$13,993,826	\$6,560,416
Change in Income Tax Payable	\$56,527	\$7,170,875	\$14,844,863	\$26,226,080	\$28,460,594
Change in Sales Tax Payable	\$0	\$0	\$0	\$10,653,055	\$5,369,805
Net Cash Flow from Operations	\$415,968	\$36,313,815	\$103,450,590	\$229,073,653	\$340,183,165
Investing & Financing					
Assets Purchased or Sold	(\$4,000,000)	(\$3,000,000)	(\$2,500,000)	(\$2,000,000)	(\$6,000,000)
Change in Long-Term Debt	\$105,447,032	\$6,281,158	\$6,655,309	\$7,051,743	\$7,471,794
Net Cash Flow from Investing & Financing	\$101,447,032	\$3,281,158	\$4,155,309	\$5,051,743	\$1,471,794
Cash at Beginning of Period	\$0	\$101,863,000	\$141,457,973	\$249,063,872	\$483,189,268
Net Change in Cash	\$101,863,000	\$39,594,973	\$107,605,899	\$234,125,396	\$341,654,959
Cash at End of Period	\$101,863,000	\$141,457,973	\$249,063,872	\$483,189,268	\$824,844,227

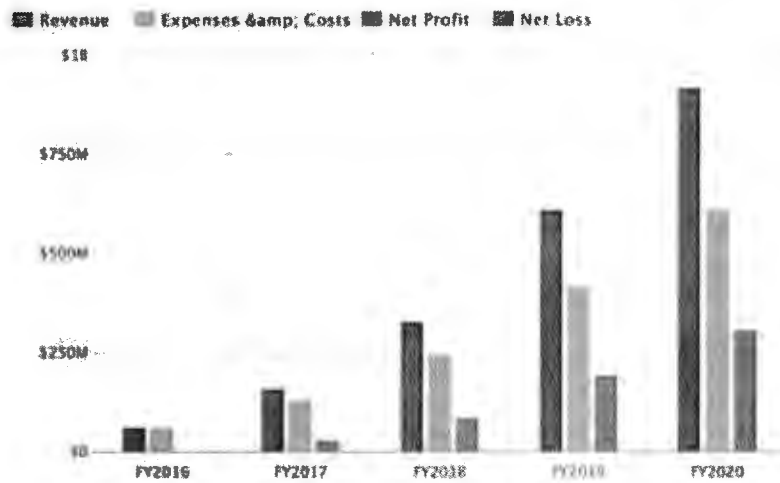
Cash Flow by Month



Cash Flow by Year



Financial Summary



The Offering

Private Placement

Introduction

The Company aims at a Private Placement Offering. This term is used for any type of participations issued by a small or growing company to raise capital. A Private Placement is a direct private offering of securities to a limited number of sophisticated Investors. It is the opposite of a public offering. Investors in privately placed securities include insurance companies, pension funds, mezzanine funds, stock funds and trusts. Securities issued as Private Placements include debt, equity, and hybrid securities. In most countries, Private Placements are exempt from public registration. Since commercial bankers' loan criteria and institutional venture capitalists' Investment criteria are tightening, the Private Placement Offering remains one of the most viable capital formation alternatives available for the Company.

This Private Placement has the advantage of reducing transactional and ongoing costs because of its exemption from many of the extensive registration and reporting requirements. It also enables the Company to structure a more complex and confidential transaction, since those to whom it is offered are typically a small number of sophisticated Investors. In addition, a Private Placement permits more rapid penetration into the capital markets than would a public offering of securities requiring registration with the European regulators.

Debt Offering

The Company is seeking to raise debt capital from Investors. A "debt" offering is where a company raises debt financing by selling a note instrument to Investors with a set annual rate of return and a maturity date that dictates when the funds will be paid back to Investors in full. A debt offering functions much like a business loan except instead of a bank providing the financing it is a group of Investors lending funds to a company.

The *holder* of the participation is the lender (creditor), the *issuer* of the debt capital is the borrower (debtor), and the *coupon* is the interest. Debt capital, such as bonds, provides the borrower with external funds to finance long-term Investments, or, in the case of government bonds, to finance current expenditure. Certificates of deposit (CDs) or short term commercial paper are considered to be money market instruments and not bonds: the main difference is in the length of the term of the instrument.

Procedure

Pre-Offering structuring

The very first step in this Offering is the pre-offering structuring, whereby the Company sets the Offering structure as here above described.

Advertisement actions

In order to achieve the Offerings 'objectives the Company shall undertake or get involved into only those Advertisement actions that are meant for a limited number of potential highly qualified Investors. The Company shall not get involved in any kind of Advertisement activities which could imply or could be qualified as Public offering as defined hereby in this Memorandum. The Company shall never offer Securities of the Company or Debt Investment pursuant to this Private Placement, to the general public. All Advertisement activities shall be limited in accordance with the conditions set forth in the provisions of this Private Placement Memorandum. The Memorandum shall therefore never be qualified as Prospectus.

Invitation to apply

If the potential Investor gets interested in the Offering as presented by the Company and if the potential Investor does not belong to the group of the Restricted Persons or is not a resident of the Restricted Jurisdiction, he/she/it shall get access to this Memorandum. Every potential Investor should read Instructions, Notices, and Disclaimers and furthermore deal with this Memorandum in its entirety in accordance with its provisions.

Each potential Investor that have been invited to apply should express he's/she's/its consent with the contents and the terms of the Memorandum by signing the form entitled "Confirmation of Understanding and Acceptance of all terms and disclaimers of the Memorandum". The signed above mentioned form should be returned to the Company, within 1 day of the date of receiving of the form. Neither this forms nor the Memorandum may be ceded, renounced or assigned in favor or anyone else by the Investor to whom it is addressed.

Intent of interest

Potential Investors may not place buy orders for the security and/or make debt investment, based solely on this Private Placement Memorandum. If the Investor has interest in making the Investment, Investor shall express an Indication of interest in the Offering in writing. The Indication of interest should be signed by the Investor and sent to the Company. By signing the Indication of Interest, the Investor agrees to the terms and conditions of the Loan Agreement/Securities Purchase Agreement.

The Company shall accept the Indication of interest if the Company received it in the period starting with the Opening date of the Offering and the last date for exception shall be the Closing date of the Offering. No late applications will be accepted.

Acceptance of Indication of interest by the Company

Within 30 days of the Closing date the Company shall inform the Investors in writing if the Indications of interest are accepted by the Company (allotment). In the case that the Indication of Interest is accepted and signed by the Company, it is by means of signing it by the Company converted into Loan agreement/Securities purchase agreement for purchasing of securities ("Investment"), available upon request. The accepted Investor is obliged to complete the full payment of the Loan and/or for the purchase price of the offered securities within 10 days of the date of acceptance.

The Company will provide all accepted Investors with a detailed written statement of the application of the proceeds of the Offering within six (6) months after the

Closing date and with annual current balance sheets and income statements thereafter.

Irrevocability of the Intention of interest

The Intention of interest application forms are irrevocable and may not be withdrawn once received by the Company.

Reservation of rights

The Management reserves the right to accept or refuse any subscription for securities/ debt investment and any Intention of intent in whole or in part, or to abate any or all here mentioned application(s) (whether or not received timeously) in such manner as they may, in their sole and absolute discretion, determine. Withdrawal, refusal and/or cancellation of the Offering and/or Intention of interest are permitted without any notice by the Company. The Company reserves the right to accept or reject, either in whole or in part, any Private Placement Intention of interest should the terms contained in this Private Placement Memorandum and the instructions above not be properly complied with.

All potential Investors consent to reasonable inquiries made by the Company and its representatives to assist in verifying that they meet the suitability requirements applicable to this Offering. The Company will within 30 days from the Closing date notify each Investor of its acceptance or rejection of an Intention of interest hereunder. If the Company received any money from the rejected Investor, the Company will promptly return the full purchase price for any portion of a subscription that is rejected.

Key Conditions and Terms of the Offering

Key conditions and terms of the Investment

The following is a summary of the principal terms with respect to a proposed transaction. Such summary of terms is intended solely as a basis for further discussions and is not intended to be and does not constitute a legally binding obligation. A legally binding obligation will only be made pursuant to mutually acceptable definitive Investment agreements executed by the parties. In the event of any inconsistency between this summary and the definitive Investment agreements, the Investment agreements will govern.

The key conditions and terms of the Investment as set forth in the Loan Agreement shall be agreed upon by the Investor and the Company. These conditions may include:

- The interest rate
- Maturity date of the principal amount shall be
- Maturity date of the due interest amounts shall be
- Timing of interest payments
- Method of interest calculations
- Convertibility
- Pledge conditions
- Representations and warranties
- Covenants and indemnity
- Termination
- Redemption
- Rights and obligations of parties
- Default
- Governing law and jurisdiction

Other terms and conditions of the Loan Agreement

The Loan will be subordinated in right of payment to the prior payment in full of any and all of the Company's current and future indebtedness to banks, commercial finance lenders or other financial institutions regularly engaged in the business of lending money.

General terms of the Investment

All financial Investments that are approved and issued under this Private Placement Memorandum and at any time outstanding shall in all respects be equally and ratably, secured hereby, without preference, priority, or distinction on account of the date or dates or the actual time or times of the issuance or maturity of the participations, so that all participations at any time issued and outstanding hereunder shall have the same right, lien, preference hereunder, and shall all be equally and ratably secured hereby.

The debt investment shall be subject to redemption prior to maturity at such times, to the extent and in the manner provided in the Loan Agreement. Additional debt investments shall be subject to redemption prior to maturity at such times, to the extent and in the manner provided in the supplement authorizing such additional debt investments.

The principal amounts maturing after (date) next are subject to redemption at the option of the Company prior to maturity on and after (date), in whole or in part at anytime by payment of the principal amount plus interest accrued to the date fixed for redemption. The Investor shall not be entitled to premium value. The Investor shall not be entitled to demand the repayment of the principal amount prior to maturity date.

Subject to the provisions of the Loan Agreement/Share Purchase Agreement and to the Company's financial possibilities, the Company shall respect all its financial obligations to the Investor.

Other Terms of the Offering

Investors. The Company does not publicly offer or solicit Investors in the general public. The participations will be offered only to professional Investors who will be required to represent (i) that they meet certain financial requirements, and (ii) that they have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the prospective Investment, with a limit of 25 Investors (iii) that they are Investors as permitted to participate in this Private placing according to the terms of this Memorandum as set forth hereof.

The Private Placement Investment may not be applied for in the name of a minor, deceased estate or partnership. Executors, trustees and individual partners may apply for the Private Placement Investment in their own name or through nominee companies.

Representations and Warranties. The Company represents and warrants for the benefit of the Investor that:

1. There are no options, rights, other warrants or other agreements by the Company entitling any person to purchase or otherwise acquire outstanding securities convertible or exchangeable into any capital stock or other securities of the Company, aside from those described herein. However, this fact in no way shall preclude the Company from issuing any of the aforementioned securities or other similar securities, including equity instruments, to capitalize the Company as Management sees fit.
2. If applicable (only for issuing of the securities): All Company's actions required to be taken by the Company prior to the issuance and sale of the securities to Investors have been taken. The securities, when sold, issued and delivered in accordance with the terms of the Securities Purchase Agreement, for the consideration expressed in that Agreement, will be duly authorized, validly issued, fully paid and non-assessable. None of the securities are subject to pre-emptive rights of any participation-holder of the Company.
3. The Company is duly organized, validly existing and in good standing as a domestic Corporation in accordance with related laws, acts, regulations and

other rules governing business in the country of its domicile. The Company is further governed by the Statutes of the Company and the Articles of Association of the Company, which are available upon request.

4. The Company is not in violation of any terms or provisions of any of its charter documents including its Articles of Association and the Statutes; of any material term or provision of any agreement, mortgage, deed of trust, note agreement, lease or other agreement or instrument to which it is a party or by which it is or may be bound or to which any of its assets, property or business is or may be subject; of any material term of any indebtedness; or of any statute or any judgment, decree, order, rule or regulation of any court, regulatory body or administrative agency or other federal, state or other government body, domestic or foreign, having jurisdiction over its assets, property or business, which violation or violations, either in any case or in the aggregate, might result in any material adverse change, financial or otherwise, in its assets, properties, condition, business, earnings, or prospects; and the delivery of this Memorandum, the consummation by the Company of the transactions contemplated in it and compliance by the Company with the terms of the Investments documents, will not result in any of these violations.
5. The financial requirements and projections of the Company set forth in this Memorandum are based on the Management's best estimates regarding the Company and its business plans.
6. The Company has filed all national, local and foreign tax returns which are required to be filed or has requested extensions and has paid all taxes due.
7. There are no facts presently existing or events which have occurred which constitute a material financial liability of the Company, not disclosed herein or in the exhibits hereto.

Capitalization plan. Management may authorize an Initial Public Offering in the near future to capitalize on the favorable climate for natural and organic foods companies stock.

Escrow Account. Currently there is no need to establish an escrow account or escrow agent.

Registrar & Transfer Agent. The Company shall act as the registrar and transfer agent to save on costs associated with those services. However, the Company may appoint one or more transfer agents and registrars to act in its place where numerous securities may be presented for registration of transfer or exchange. The Company and any registrar or transfer agent may deem and treat the person in whose name any of the securities shall be registered upon the books of the Company as the absolute owner for the purpose of receiving notices of any nature and payment of or on account of the dividends or other distributions and for all other purposes; and neither the Company nor the paying agent nor any registrar or transfer agent shall be affected by any notice to the contrary. All such payments and notices so made to any registered holder or upon his/her or its order shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for notices owed or moneys paid upon any such distribution.

Expenses. Proceeds to the Company are computed before deducting expenses of this Offering, including legal fees, consulting fees, promotional and marketing expenses associated with this offering, and other offering expenses, which will be paid by the Company out of the proceeds of this Offering.

Private Placement. This Private Placement is governed by the relevant Dutch and Luxembourg laws and the relevant European Union laws and regulations.

Prior Offerings. There has been no other prior execution of a securities offering for this Company.

Documents Incorporated by Reference. All of the information contained in this Memorandum is hereby incorporated herein by reference. This Memorandum contains summaries of certain documents believed to be accurate but reference must be made to the actual documents for complete information concerning the rights and obligations of the parties thereto. Copies of such documents are made available at the main office of the Company. All such summaries are qualified in their entirety by reference to the actual and complete documents. Specific documents relating to this Investment might be made available to the prospective Investors and their advisors or purchaser representatives upon written request received by the Company's

Management. The documents available for inspection to each potential Investor are listed here bellow.

Books and records of the Company. The Company might make available to any accepted Investor or their designated representative the right to inspect the books and records of the Company at any reasonable time for proper purposes, upon written request to the Company. The documents available for inspection to each potential Investor are listed here below.

List of Investors. The Company agrees to maintain at its offices a list of the names and addresses of all accepted Investors, which shall be available to any accepted Investor or their designated representative.

Additional Material Information

Taxation of Investors

Prospective Investors should ascertain from their professional advisors the consequences to them of acquiring, holding, redeeming, transferring or selling participations under the relevant laws of the jurisdictions to which they are subject, including the tax consequences and any exchange control requirements. These consequences will vary with the law and practice of a Bondholder's country of citizenship, residence, domicile or incorporation and with his personal circumstances. Prospective Investors also should bear in mind that levels and bases of taxation may change.

The Council of the European Union adopted, on 3 June 2003, the Council Directive 2003/48/EC on the taxation of savings income. Under this Directive, Member States of the European Union ("Member States") will be required to provide tax authorities of another Member State with details of payments of interest or other similar income paid by a paying agent within its jurisdiction to an individual resident in that other Member State, subject to the right of certain Member States (Austria, Belgium and Luxembourg) to opt instead for a withholding tax system for a transitional period in relation to such payments.

VAT

As a result of its activities and in light of European case law, the Company should be considered an "entrepreneur" for value-added tax purposes. As a result of this characterization, certain services rendered by foreign service providers to the Company may be deemed to be located on national territory. This may lead to a reverse charge mechanism at applicable rates at the time the taxable service will have been provided, depending on the nature of the services.

Final information

Commissions paid or payable

The Company has not paid any commission or consideration in respect of underwriting other than in the normal course of business during the three years preceding the date of this Private Placement Memorandum. Since incorporation no commission, discount, brokerage or other special terms have been granted by the Company in connection with the issue or sale of any securities in the Company. The Company has made payments (information available upon request) to third parties in respect of managerial, secretarial and technical fees since incorporation up to the date of the Memorandum as per the audited financial statements.

Advisers' and the Management interest

None of the advisers and the directors of the Company in their capacity as such, whose names are set out on the inside cover of this Private Placement Memorandum, has any conflict of interest with the Company in respect to this Private Placement Memorandum, at the date of the Memorandum.

Preliminary expenses in relation to this Private Placement (and issue expenses)

Information regarding the preliminary expenses and issue expenses that are expected or have been provided for in connection with the Private Placement is available upon request.

Documents available for inspection

Copies of the following documents will be available for inspection and obtainable free of charge at the Company's registered offices at any time during normal business hours from 8h30 to 17h00 from the date of this Private Placement Memorandum:

1. the statutes and articles of association of the Company;
2. the agreements and other documents specified above;

3. the recent audited consolidated annual financial statements of the Company;
4. quarterly consolidated recent financial statements of the Company;
5. the audit reports on the historical financial information of the Company;
6. a copy of this Private Placement Memorandum.



Winnett Perico Inc.

Subscription Agreement

THIS SUBSCRIPTION AGREEMENT (this "**Agreement**") is entered into by and between the undersigned Company, (the "**Company**"), and the undersigned Subscriber in the Company ("**Subscriber**") as of the undersigned date.

WHEREAS, the Company has been formed as a U.S. Incorporation;

WHEREAS the Operating Agreement of the Company defines each Member and Manager's rights, powers and entitlements, including capital accounts, membership interest, distributions of profit, allocated tax responsibility and provisions for critical items and rules that run the company;

WHEREAS, Subscriber has read and understood the Private Placement Memorandum of Company and wishes to purchase from the Company, and the Company wishes to issue to Subscriber, a membership interest in the Company in the form of a number of units, each represented by a capital commitment in the aggregate amount;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Subscription for Participation Units.

1.1 Agreement to Sell and Purchase. Subscriber hereby agrees to purchase from the Company, and the Company hereby agrees to issue and sell to Subscriber, subject to Section 2.2 (Rejection of Subscription) of this Agreement, the number of Units set forth below Subscriber's signature on the signature page hereto (the "**Purchased Units**"), all subject to the terms and conditions set forth in this Agreement.

1.2 Consideration. In consideration of the issuance and sale of the Purchased Units, Subscriber agrees to make (a) an Initial Capital Contribution to the Company in the manner set forth in the Operating Agreement (the terms of which provision are incorporated herein by reference) and (b) a commitment to make additional capital contributions to the Company as described in the Operating Agreement.

2. Closing.

2.1 Closing Date. The Closing of the purchase and sale of the Units shall occur at a time, date, and place designated by the Company; provided, however, that in no event shall the Closing occur more than 30 days after the execution of this Agreement.

2.2 Rejection of Subscription. At or before the Closing, the Company may, in its sole discretion and for any reason, elect not to accept the subscription of Subscriber, in whole or in part. If the Company rejects such subscription, the Company shall refund to Subscriber all funds submitted by Subscriber to the Company in connection with such rejected subscription.

2.3 Default. If Subscriber fails to perform his obligations hereunder within five days after receipt of notice by the Company to Subscriber of such failure, the Company may, at its sole option: (a) if such failure occurs prior to the Closing, refuse to issue the Purchased Units to Subscriber; or (b) if such failure occurs after the Closing, result in the reversion of all rights, title and interest in the Units to the Company and a rescission of the transactions contemplated hereby.

2.4 Failure of Closing to Occur. The Company shall have no liability to Subscriber for (a) the failure of the Closing to occur or (b) its failure to issue the Purchased Units to Subscriber.

2.5 Obligations of Subscriber. At the Closing, Subscriber shall execute the Operating Agreement and such other documents as are deemed by the Company to be appropriate, advisable or necessary to consummate the transactions contemplated hereby and thereby.

2.6 Subscription Irrevocable. Except as provided under applicable national securities laws, this subscription is and shall be irrevocable on the part of Subscriber.

3. Representation and Warranties of Subscriber.

Subscriber hereby represents and warrants to the Company as follows:

3.1 No Conflicts. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated hereby will not, violate any terms of any material contractual restriction or commitment of any kind or character to which Subscriber is a party or by which Subscriber is bound.

3.2 Risk of Loss. Subscriber is able to bear the substantial economic risks of an investment in the Company and to sustain a complete loss of such investment. Subscriber recognizes that the acquisition of the Purchased Units involves a high degree of risk. Subscriber is cognizant of and understands all of the risks related to the purchase of the Units, including those set forth in Section 3.7 (Restrictions on Transfer) of this Agreement pertaining to transferability. Subscriber has adequate net worth and means of providing for his current needs and possible personal contingencies and has no need for liquidity in this investment. Subscriber's commitment to investments which are not readily marketable is not disproportionate to his net worth and his acquisition of the Purchased Units will not cause his overall commitment to such investments to become excessive.

3.3 Access. Subscriber acknowledges that all documents, records and books pertaining to this investment have been made available for inspection by him, his counsel, and his accountants. Counsel and accountants for Subscriber, and Subscriber himself, have had the opportunity to obtain any additional information necessary to verify the accuracy of the contents of the documents presented to them, and to confer with and to ask questions of, and receive answers from, representatives of the Company or persons authorized to act on its behalf concerning the terms and conditions of this investment and any additional information requested by Subscriber or his representatives. In evaluating the suitability of this investment in the Company, Subscriber has not relied upon any representations or other information (whether oral or written) other than as set forth in any documents or answers to questions furnished by the Company. Subscriber is making this investment without being furnished any offering literature other than the documents or answers to questions described above.

3.4 Investment Intent. The Purchased Units are being acquired by Subscriber for the account of Subscriber, for investment purposes only, and not with a view to, or in connection with, any resale or distribution thereof. Subscriber has no contract, undertaking, understanding, agreement or arrangement, formal or informal with any person or entity to sell, transfer or pledge to any person or entity all or any part of the Purchased Units, any interest therein or any rights thereto, and Subscriber has no present plans to enter into any such contract, undertaking, agreement or arrangement.

3.5 Reliance on Representations. Subscriber understands that no governmental agency has passed on or made any recommendation or endorsement of the Units. Subscriber further understands that the Company, in offering the Purchased Units for sale to Subscriber, is relying on the truth and accuracy of the representations, declarations, and warranties made by Subscriber herein and in the investor

suitability questionnaire completed, executed and delivered by Subscriber to the Company contemporaneously herewith.

3.6 No Registration. Subscriber acknowledges that, because the Units have not been registered under the the applicable national securities laws., and because the Company has no obligation to effect such registration, Subscriber shall continue to bear the economic risk of his investment in the Purchased Units for an indefinite period.

3.7 Restrictions on Transfer. Subscriber agrees that he will not sell or otherwise transfer the Purchased Units other than in accordance with the terms and conditions of the Operating Agreement. It is understood that the Units cannot be liquidated easily, that no public or other market exists for the Units, and that no suchmarket is expected to develop. Subscriber is aware that, because the Purchased Units have not been registered under the applicable national securities laws, any resale inconsistent with the applicable national securities laws may create liability on Subscriber's part or the part of the Company, and agrees not to assign, sell, pledge, transfer or otherwise dispose of the Units unless they are registered under the applicable national securities laws, or an opinion of counsel satisfactory to the Company is given to the Company that such registration is not required. Subscriber is aware that the Company will impress on the back of any certificate representing Units a legend substantially as follows:

- *These Participation Units have not been registered under the applicable national securities laws. They may not be offered or transferred by sale, assignment, pledge or otherwise unless (i) a registration statement for the Participation Units under the applicable national securities laws is in effect or (ii) the Company has received an opinion of counsel satisfactory to the Company to the effect that such registration is not required.*

3.8 Sophistication. Subscriber possesses a sufficient degree of sophistication, knowledge, and experience in financial and business matters such that he is capable of evaluating the merits and risks of acquiring the Purchased Units.

3.9 No Oral Representations. No person representing the Company or purporting to do so has made any oral representation or warranty to Subscriber which is inconsistent with the information provided in writing to him. Subscriber agrees that he has not relied and shall not rely on any such representation or warranty in connection with any decision to acquire the Purchased Units.

3.10 Execution on Behalf of Certain Entities. If this Agreement is executed on behalf of a financial partnership, trust, corporation or other entity, the undersigned has been duly authorized to execute and deliver this Agreement and all other documents and instruments (if any) executed and delivered on behalf of such entity in connection with this subscription for the Purchased Units.

3.11 Indemnification. Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties contained in this Agreement, and hereby agrees to indemnify and hold harmless the Company and any affiliate of the Company, and the officers, members, managers, associates, agents and employees of the Company and their affiliates, and any professional advisers to any of the above parties, from and against any and all loss, damage or liability (including costs and reasonable attorneys' fees) due to or arising out of a breach of any representation, warranty or acknowledgement of Subscriber or failure to fulfill any obligation of Subscriber, whether contained in this Agreement or in any other document completed as part of the sale of the Purchased Units to Subscriber, or arising out of the sale or distribution by Subscriber of any securities in violation of the applicable national securities laws. Notwithstanding any of the representations, warranties, acknowledgements or agreements made herein by Subscriber, Subscriber does not hereby or in any other manner waive any rights granted to him under national securities laws.

3.12 Subject to Operating Agreement. The Units subscribed for herein shall at all times be subject to the terms of the Operating Agreement.

3.13 Confidentiality. Subscriber hereby agrees, on behalf of himself and his designated representative, if any, to keep confidential at all times any nonpublic information which such persons may acquire concerning the Company pursuant to this Agreement or otherwise. Nothing in this Section 3.14 (Confidentiality) shall be construed to impose a confidentiality obligation on such persons in connection with (a) any information already possessed by such persons which such persons acquired from sources other than the Company, or (b) any matter which is at the date of this Agreement, or thereafter becomes, public knowledge through no act or failure to act by the undersigned or designated representatives of Subscriber.

3.14 Survival. The foregoing representations and warranties of Subscriber shall survive the Closing. Subscriber represents and warrants that the representations, warranties and acknowledgements set forth above are true and accurate as of the date hereof and as of the Closing. If in any respect such

representations and warranties shall not be true prior to the Closing, the undersigned will give prompt written notice of such fact to the Company.

4. General.

4.1 Governing Law. This Agreement will be construed in accordance with and governed by the laws of U.S.A., without giving effect to conflict of law principles.

4.2 Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights or obligations under or by reason of this Agreement, except as expressly provided in this Agreement.

4.3 Notices. All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, fax or e-mail to:

If to the Company:

This section should be filled out with Company's address and contact information.

Winnett Perico, Inc.

Address: _____

Fax: _____

E-mail: _____

Attention: _____

with a copy to: _____

This section should be filled out with attorney or another party's address for sending notices.

If to the Subscriber:

This section should be filled out with Subscriber's address and contact information.

Name: _____

Address: _____

Fax: _____

E-mail: _____

Attention: _____

Each party may furnish an address substituting for the address given above by giving notice to the other parties in the manner prescribed by this Section 4.3. All notices and other communications will be deemed to have been given upon actual receipt by (or tender to and rejection by) the intended recipient or any other person at the specified address of the intended recipient.

4.4 Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

4.5 Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (e) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

4.6 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understanding other than this Agreement relating to the subject matter hereof.

4.7 Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the parties hereto. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

4.8 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed this Subscription Agreement as of the date first written above.

COMPANY:

Signature: _____

Name: _____

Title: _____

Dated: _____

SUBSCRIBER:

Signature: _____

Name: _____

Title: _____

Dated: _____

Number of Units: _____

Defendant Brewer Defense Exhibit

11. Oliver/Diversified Farms Term Sheet

Defendant Brewer Defense Exhibit

Defendant Brewer Defense Exhibit

TERM SHEET

This Term Sheet outlines the agreement between Barry Oliver and Diversified Farms, Inc., both of Scottsdale, Arizona and WinnettOrganics, Inc., a Colorado corporation located at 1551 East Broadway Boulevard, Suite 1600, Tucson, Arizona 85711. Mr. Oliver, Diversified Farms, and WinnettOrganics agree as follows:

Diversified Farms shall lease to WinnettOrganics 500 acres of shadehouses constructed to WinnettOrganics specifications, including the structures, irrigation systems therein and miscellaneous equipment related to the operation thereof, as well as an office and shop to be constructed to WinnettOrganics specifications, at an annual cap rate of 7.5%, payable monthly. Total costs of construction shall not exceed \$12.5 million, except by mutual written agreement of the parties. At the targeted \$12.5 million construction cost, this payment to Diversified Farms would total \$937,500 annually.

Mr. Oliver shall provide lease guarantees in a form acceptable to Lessors selected by WinnettOrganics for up to \$8.5 million of farm equipment, \$5.8 million of material handling equipment, and \$1.2 million of vehicles for WinnettOrganics. WinnettOrganics shall pay a monthly guaranty fee of 0.833% of the total value of the leased items (10% annually) to Mr. Oliver so long as the guaranty is outstanding. Provided, however, that such guaranty period shall not exceed three years. At the targeted \$15.5 million acquisition cost, this payment to Mr. Oliver would total \$1.55 million annually.

Mr. Oliver shall guaranty and/or collateralize a \$15 million loan between WinnettOrganics and a lending institution acceptable to both WinnettOrganics and Mr. Oliver. WinnettOrganics shall pay a monthly guaranty fee of 0.833% of the total value of the loan (10% annually) to Mr. Oliver so long as the guaranty is outstanding. Provided, however, that such guaranty period shall not exceed three years. At the targeted \$15 million loan amount, this payment to Mr. Oliver would total \$1.5 million annually.

This Term Sheet outlines the basic terms of a contract to be entered into between Mr. Oliver, Diversified Farms, and WinnettOrganics within fifteen days of the signing of this Term Sheet. A final land lease of the Hyder Farm shall be signed that same day between WinnettOrganics and Diversified Farms, Inc.

Signed this ____ day of July, 2016.

Barry Oliver, individually

Barry Oliver, CEO, Diversified Farms, Inc.

Dennis Brewer, CEO, WinnettOrganics, Inc.

Defendant Brewer Defense Exhibit

12. Winnett Perico Business Plan As Presented To Smith And Dated June 19, 2015

Defendant Brewer Defense Exhibit

**Winnett Perico,
Inc.
Arizona Operations**



Business Plan

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Key contact: Dennis Brewer 970-744-3205 Dennis_Brewer@WinnettOrganics.com

EXECUTIVE SUMMARY

Winnett Perico, Inc. is developing the WinnettOrganics brand as its integrated organic foods operation. WinnettOrganics:

- Will be a key participant in three emerging organic market segments, worth \$22.5 billion annually by 2020.
- Grows this project to a \$600 plus million enterprise over five years.
- Leverages 50% to 70% organic product price premiums to generate superior profits and an excellent capital base for further growth.
- Uses technology tools such as RFID and GPS to improve performance and marketability of livestock and crops, further leveraging the organic pricing premium.
- Enhances customer loyalty with strategic supply chain services to gain market share in this short of supply market.

WinnettOrganics targets three complementary segments of the rapidly growing, highly profitable organic foods specialty market – vegetables, grains, and meat products. Due to severe supply shortages, organic grains must triple (increase by \$2.1 billion) and meat products must increase ten-fold (by \$1.4 billion) simply to catch up to the current 2% penetration rate for other organic food products. These two categories present a tremendous opportunity, worth over \$4.5 billion annually by 2020. Organic vegetables are growing 13% per year, and now total \$9.7 billion. This higher than category growth is expected to continue into the foreseeable future.

Organic food sales are up from \$1 billion in 1990 to \$31.5 billion in 2011. The organic market continues to grow rapidly, adding 9.5% (\$3 billion) annually in the US, according to the Organic Trade Association (www.ota.com). The industry will likely total over \$65 billion by 2020. The organic foods industry enjoys 50% to 70% price premiums over the \$1.5 trillion conventional food industry.

With an experienced management team, excellent technology, and exceptional operational strategy, WinnettOrganics will sell organic cool and warm season vegetables, conventional and organic grains, and develop a vertically integrated organic beef supply chain throughout the U.S.

The WinnettOrganics management team has direct experience in developing this strategy for competitive advantage. We have organic farming, direct marketing, and supply chain expertise. We have direct experience in founding and building the wholesale channel and in building the retail channel for organic foods distribution. We've distributed food products using organic channels, conventional channels, and the Internet.

We have the required skill sets to successfully execute this business plan and deal with the many opportunities that are emerging in this rapidly growing market. The bottom line is management has prior experience growing organic and natural foods companies quickly to hundreds of millions in annual sales.

The Arizona operation totals 4,100 acres of fully organic cropland. Beginning in 2015, this land will be used to grow a mix of cool season vegetables and warm season vegetables.

In 2015, WinnettOrganics will market produce crops from its organic acres in Cochise and Maricopa Counties. We already have multiple wholesale customers, who together cover all West Coast markets from Los Angeles to Seattle. We will be adding direct retail customers and expanding to a national footprint.

	2015	2016	2017	2018	2019
Sales Revenue	5,614	75,316	180,690	333,186	610,237
Direct Cost	1,892	24,509	58,019	102,427	186,460
Gross Profit	3,722	50,808	122,671	230,759	423,777
Overhead	2,630	19,276	39,058	66,175	114,621
Pre-tax Income	1,092	31,531	83,612	164,584	309,156
Taxes	(465)	(13,432)	(35,619)	(70,113)	(131,701)
Net Profit	627	18,099	47,994	94,471	177,456
9.3 times EBITDA	61,418	331,179	910,501	1,771,907	3,263,354
14 times EBITDA	92,457	498,549	1,370,647	2,667,386	4,912,575
25 times trailing earnings	62,684	452,473	1,199,838	2,361,785	4,436,391

Exit in approximately three to five years will be through a refinancing of the company, sale to a strategic buyer such as a larger food company, or through an IPO.

For more information, contact Dennis Brewer, CEO, at 970-744-3205 or e-mail Dennis_Brewer@winnettorganics.com

MARKET OPPORTUNITY: \$31 Billion Organic Market Is Growing 9.5% Annually

The organic market is growing 9.5% (\$3 billion) annually in the US, according to the Organic Trade Association (www.ota.com). Sales have increased from \$1 billion in 1990 to \$31.5 billion in 2011. The industry will likely total over \$65 billion by 2020.

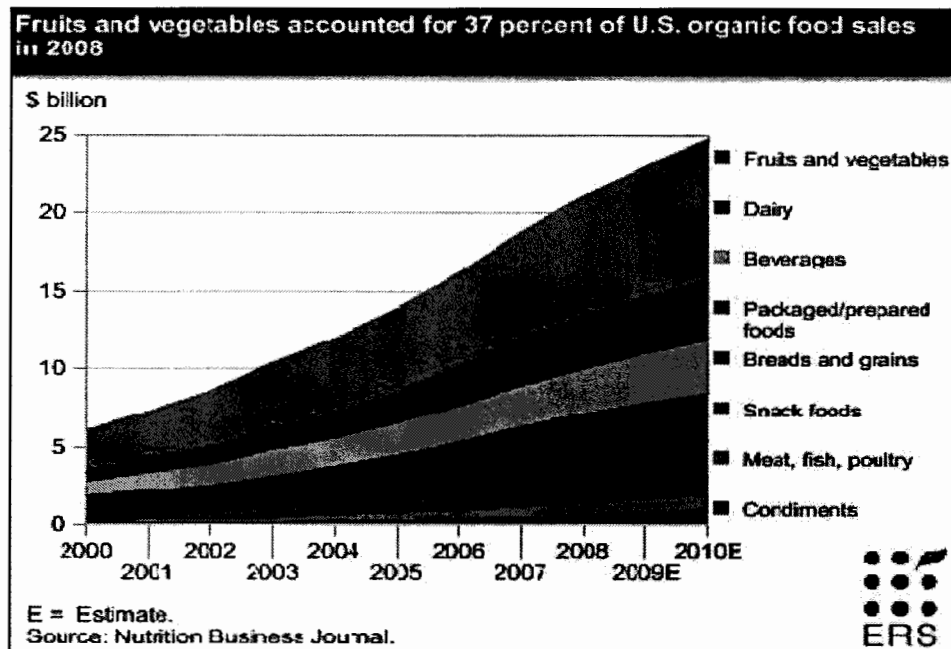
While the US organic market is currently less than 2% of the \$1.5 trillion US consumer food market, the European market is already 4.5% of consumer food expenditures and continues to grow rapidly. Market analysts expect US market penetration to grow to equal or exceed that of the European market as supply becomes available. It will take another ten years of rapid growth for the US market to match current penetration in Europe. Less than 1% of all U.S. farmland is organic, so industry growth is primarily constrained by supply shortages and an underdeveloped supply chain.

Demand Exceeds Supply

“Consumer demand for organic products has widened over the last decade. While new producers have emerged to help meet demand, market participants report that a supply squeeze is constraining growth for both individual firms and the organic sector overall.”

– USDA ERS, Emerging Issues In The U.S. Organic Industry, 2009

Most current organic suppliers are smaller operations which lack the capital and sophistication to provide consistent, adequate supplies. As a result, with the exception of fresh produce and dairy products, the supply chain for many organic items is not well established, resulting in continuing shortages at retail. For example, only 0.7% of all wheat and 0.2% of all beef in the US were organically certified in 2008, according to USDA.



Given the very low penetration rates of organic grains, such as wheat, and of organic meat products, there is an exceptional opportunity for growth in these segments. WinnettOrganics targets these two complementary segments of the rapidly growing, highly profitable organic foods specialty market – grains and meat products. Due to severe supply shortages, organic grains must triple (increase by \$2.1 billion) and meat products must increase ten-fold (by \$1.4 billion) simply to catch up to the current 2% penetration rate for other organic food products. These two categories present a tremendous opportunity, worth over \$4.5 billion annually by 2020.

Organic fresh vegetables, a \$9.7 billion market, are growing at 13% per year. They are the focus of our irrigated organic farmland at Cochise County and Gila Bend and our Casa Grande fresh vegetable packing facility. Our primary focus in both counties is on cool and warm season vegetables, which are the best cropping fit for the regions. While we do have direct competitors in the space, the consensus of our customers is that there is plenty of room for additional supply of organic vegetables in the West Coast market.

Retail organic distribution channels are seeking more organic products to sell to maintain their healthy growth rates. Whole Foods (\$11.0 billion), regional natural foods grocery chains, a significant number of consumer coops like PCC (\$147 million), an ever expanding line of organic products in conventional grocery stores, emerging craft breweries, ethnic and specialty food manufacturers, United Natural Foods wholesale (\$6 billion) and others, are generating consistently rising demand for all types of organic products, maintaining the 50% to 70% premium price structure for producers, as they have for more than 30 years.

CROPP, the cooperative behind the Organic Valley brand of organic milk found in many grocery dairy cases, is one notable exception to the supply constrained growth in organics. CROPP's success in the organic dairy industry, growing from seven members in Wisconsin in 1988 to

more than 1600 producers in thirty-five states and revenues of over \$600 million currently (34% annualized growth over 23 years) is indicative of the growth potential in other organic markets. Horizon Dairy, now a subsidiary of Whitewave Foods, is another example of an outperformer, with a 40% share of the US organic dairy market. Organic dairy cattle now comprise 2.7% of all dairy cattle, according to USDA. The organic vegetable, grain, and meat products segments have no similar dominant players.

Organic Specialization Is Barrier to Entry

USDA has defined the rules for organic certification so as to make this a predictable marketplace with a consistent set of required practices. From the ground used to raise crops to every part of the processing and handling, an organic supply chain separate from the conventional supply chain is required for organic certification of products. Conventional producers face a mandatory three year transition period to shift their land base from practices they are very familiar with to pursue this new market with its underdeveloped supply chain.

According to USDA, obstacles to adoption of organic methods and certification include “high managerial costs and risks of shifting to a new way of farming, limited awareness of organic farming systems, lack of marketing and infrastructure, and inability to capture marketing economies.”

MANAGEMENT TEAM: We've Managed These Challenges Before

The WinnettOrganics management team has direct experience resolving every one of these obstacles into competitive advantage. We have organic farming, direct marketing, and supply chain expertise. We have direct experience in founding and building the wholesale channel and in building the retail channel for organic foods distribution. We've distributed food products using organic channels, conventional channels, and the Internet. We have the required skill sets to successfully execute this business plan and deal with the many opportunities that are emerging in this rapidly growing market. The bottom line is management has prior experience growing organic and natural foods companies quickly to hundreds of millions in annual sales.

Dennis Brewer, Chief Executive Officer, brings extensive Board-level experience in natural and organic foods, together with extensive operations, business process, supply chain, logistics, technology, and sales experience. Brewer has more than 30 years of business experience, both as a Chief Operating Officer founding and growing companies, and as a consultant to companies with sales in the tens of billions. He has helped dozens of businesses improve their supply chain operations. He is past Chair of the Board of Puget Consumers Coop, a \$147 million organic and natural retail food grocery chain based in Seattle, Washington, and a founding Director of NutraSource. NutraSource was a rapidly growing \$45 million wholesaler of organic and natural food in Seattle, Washington, with customers throughout the Pacific Northwest and in Alaska until it was acquired by a competitor. Brewer was also a Chair and Director of AeA, a high technology trade association. Brewer began his career as a consultant at Deloitte Haskins & Sells. He holds an MBA and BA in Business Administration, and was a CPA from 1980 - 1987.

Don Morse, Director, Organic Operations, has a strong background in organic agriculture operations, with 30 plus years of relevant experience. He has managed a 1,200 acre farm using organic operating principles, a 23,000 acre cattle ranch with 500 cow/calf pairs, and a variety of other farm and ranch related operations. Morse is experienced with all phases of agricultural operations from planning to daily management of diversified crop and cattle operations. He has supervised dozens of employees, managed budgets and contracts, and generated bottom line results from operations. Morse has strong practical experience in planting, cultivating, harvesting, pasture management, rotational grazing, integrated pest management, and farm and ranch maintenance. He is also a past President and Director of a county conservation district board. Morse has a BS degree from Lakeland College.

Much as CROPP has done in the organic dairy industry, growing to \$600 million in 23 years, WinnettOrganics growth will be generated through a combination of cost efficient penetration of initial markets and incremental expansion into other geographies in the US.

With the organic industry adding nearly \$3 billion of sales each year, the full line services of suppliers like WinnettOrganics will be a key to the industry's growth and development, particularly in the wholesale and large retailer market segments being targeted by the

Company. Our management team has solved this set of supply chain problems many times before. With proper capitalization, WinnettOrganics can grow very rapidly by focusing on organic vegetables, grains, and beef.

OUR STRATEGY:

Builds Supply Chain Capabilities and Profits

WinnettOrganics, with crop operations in southern Arizona, was created to leverage these supply shortages and an immature supply chain into competitive advantage. WinnettOrganics' Cochise County Project will grow from its 2015 base of cool season organic vegetables to an integrated full spectrum supplier of organic vegetables, grains, and beef.

Most farming operations today rely on purchased inputs such as forage products, petrochemical fertilizers, and herbicides. Using a balanced organic strategy, including microbial soil builders, the Company's profitability will be much less dependent on oil prices or on the price fluctuations of a single commodity than is typical. And, of course, organic products enjoy a 50% to 70% price premium over conventional products.

The Company will not be dependent on a single large customer as a market for its organic products. The Company will distribute its sales to a targeted array of mid-size organic wholesalers and large retailers. Strategic supply chain services, a strong service ethic, and a high service approach will enhance customer loyalty and encourage rapid new customer acceptance of WinnettOrganics.

We'll Build on Our Success

The Company will begin a search for additional property to lease in 2015 to further increase its crop acreage and revenue. With access to adequate capital, the Company will also be able to collaborate with smaller suppliers to bring their production to market, yet another tool for leveraging our market access, supply chain capabilities, and infrastructure to bolster growth and profitability while serving short of supply markets. We intend to begin developing this channel within three years.



WE LEVERAGE TECHNOLOGY: For Efficiency and Marketability

The Company will use recent technological advances in low cost computing power, software applied in field operations, RFID, and GPS-based operations protocols to improve yields and productivity. For example, GPS tracking of field history will allow us to manage crop rotations efficiently, and pinpoint organic fertilizer treatments and weed control for maximum yields. The Company will use RFID to track and manage both its cattle herds and its equipment.

This tracking will facilitate accurate record keeping on individual animals and pastures, helping us determine fertility, weaning weights, and culling strategies, as well as pasture rotation strategies. RFID and software also will help us monitor equipment productivity and schedule preventative maintenance.

Electronic traceability is also an important marketing tool, helping customers ensure the organic origin of the products they purchase. Even in the conventional cattle market, animals are worth \$25-\$30 more if their history can be traced electronically – an excellent return on a \$3-\$5 investment.

The Company will also use a cloud-based accounting and financial system developed especially for farming and ranching applications to give its management and supervisory personnel access to financial information virtually anytime and anywhere.

RISK MITIGATION

RISK	IMPACT	MITIGATION
Flood of competition	Erodes price premiums. Worst case would be selling products at same prices as conventional markets.	Requires an abrupt three to ten-fold increase in supply just to match penetration rate of other organic products. A very unlikely set of events would be required for this supply shift to occur suddenly.
Drought	Reduces crop yields and carrying capacity on dryland farms, increases prices for our products. Requires additional water be pumped to irrigate crops. Requires additional feed for cattle.	Irrigation precludes drought from impacting crop operations, though costs are higher during drought periods. Internally produced hay lowers cattle feeding costs.
Lack of supply chain infrastructure to process, handle, and distribute products	Improves our competitive position in these short of supply markets.	Being a full service supply chain provider is our core strategy. Will attract smaller suppliers to our supply chain offering, increasing our market share.
Capital markets freeze	Slows growth through acquisitions.	Internal profitability is sufficient to fuel high annual growth. We would place more emphasis on developing smaller suppliers as part of our supply chain.
Management turnover	Slows growth, hurts profitability.	Management and other key employees will hold restricted stock. This tends to hold employees as they directly benefit as Company prospers. We will maintain competitive salaries and benefits as well.

VALUE PROPOSITION

The bottom line for WinnettOrganics strong value proposition:

For Customers:

- Operations - An integrated supply chain offering a predictable, consistent supply of organic products to a diversified customer base in a short of supply market.
- Strategy - Supply chain services, scale, and direct sales leveraged in a way the vast majority of suppliers currently in this marketplace simply cannot accomplish.
- Capacity - Growing in-house organic capacity as quickly as possible over the next five years to help customers grow their share of the organic market, while working to acquire more capacity to serve the short of supply grain and meat products organic market segments.

For Investors:

- Growth – By focusing on these two very fast growing segments, vegetables and beef, company revenue will grow rapidly. And, collaboration with smaller suppliers will add further growth to our sales base at little incremental cost.
- Profitability – Organic premiums provide consistent, exceptional profitability, with 2019 profits up seventy times over annualized 2015 profits.
- Takeover Premium - The Company will become an attractive takeover target at some point due to its rapid growth and development in the carefully targeted short of supply organic vegetable and beef market segments. Rapid growth is a relatively rare phenomenon in the very mature conventional food industry. With strong growth and a strong asset base, the Company will command a healthy takeover premium. Recent transactions in this space range up to nine times sales revenue.

The remainder of this Business Plan is organized as follows:

- Pro forma financials and capital budgets are presented in the next two sections. See the spreadsheet sent with this business plan for detailed financial and operations information. The nine tabs included in the Excel spreadsheet are self-explanatory.
- The Company's operations and properties are described in the following section.
- Management resumes are in the last section.

PRO FORMA FINANCIAL STATEMENTS 2015 - 2019



Pro Forma Features Fast Growth

This five year pro forma grows the Company rapidly throughout the period on internal profitability. Key assumptions include:

- Additional land will be available as required to increase the herd and crop acreage capacity.
- Prices for commodities and fuel are stable throughout the period.
- Credit will be available using assets as collateral.
- Depreciation of the herd is on a five year straight line basis.
- Non-organic cows will be added to the herd both to grow the herd and replace the culls. Their offspring will, of course, be certified organic calves.
- Depreciation for most farm equipment is over five years, center pivot sprinklers and similar assets are depreciated over seven years.
- Average weather conditions are assumed.

Sales grow from our organic crop base in 2016 through the addition of conventional cropland being converted to organic crop land. Hay sales occur in the second, third, and fourth quarters of each year. Sales occur primarily in all quarters for warm and cool season vegetables.

Expense rates for most items are gradually reduced as we are able to grow volumes faster than costs. The current ratio and cash position are adequate to support rapid growth throughout the pro forma.

We have elected to purchase all the equipment needed to run our ranching and farming operations as this is the low cost strategy for the long term. We will purchase most items on the used market to avoid the 30% instant hit that comes with new equipment. Certain key items will be acquired new or near new. Since most of these assets have very long lives of reliable service, we expect to use the equipment well beyond the end of the five year depreciation period in most cases.

The project will grow 4,100 acres of cool and warm season vegetables initially. Leased farmland additions are estimated to total 8,600 acres in 2017, and 10,000 acres each year thereafter, where we will raise vegetables and finish grass fed beef.

PRO FORMA CAPITAL BUDGET 2015 – 2019



ARIZONA OPERATIONS AND PROPERTY

General Vicinity

The Cochise County properties are located approximately 100 miles southeast of Tucson, Arizona. Approximately 500 irrigated acres are located near McNeal, Arizona in a single parcel. Another 3,600 irrigated acres to be leased is located near Gila Bend, Arizona, approximately two hours west of Tucson. We are also analyzing other acquisitions of organic farmland in the Gila Bend, Dateland, and Goodyear areas of Arizona totaling approximately 11,000 acres, as well as several parcels of non-organic land for future use. Agriculture is the dominant industry throughout these areas.

Cropland

The Cochise County property, 497 acres, has not been used in recent years. Only 400 of the 3,600 acres near Gila Bend have been used in recent years. Another 7,000 acres of unused state land is located nearby and may be suitable for organic agriculture. We are investigating this site.

Rangeland

There is no rangeland at Cochise County or Gila Bend.

Other Land Resource Uses

The company does not intend to pursue alternate uses of these properties, except for those related to incidental uses of naturally occurring materials on the property for maintenance or construction purposes, to maintain their “green” and organic character. This will facilitate the Company’s use of the properties as a sales and marketing resource.

Improvements

The Cochise County property has irrigation equipment. The Gila Bend site has two residences and various outbuildings.

Housing

Gila Bend has two residences.

Property Taxes

Annual property taxes for the Cochise County properties are approximately \$2,000 per year. Most land at Gila Bend is state lease so property taxes on the 160 acres owned are nominal.

Utilities

Electric power is available on the Cochise County property. Gas is used to run existing wells at Gila Bend, electricity is available.

Wells

There are two in-service and one out of service wells service on the Cochise County property. There are 14 out of service irrigation wells on the Gila Bend property.

Surface Water

There is no surface water at either location.

Soils

The Cochise County soils are deep loam. The Gila Bend soils are loamy sand to sandy loam.

Growing Conditions

The growing season lasts from approximately mid-February through November in Cochise County. Soils and growing conditions, taken together, are considered excellent. Both locations are in very productive agricultural regions. Most precipitation in Cochise County and Gila Bend falls in summer. The Gila Bend area is a three season growing site.

Irrigation

New combination solid set sprinkler and drip irrigation systems are required at Cochise County and Gila Bend.

Water Rights

Despite the drought, there is no reason to believe the watering system would be insufficient for the crops that the land can support for the foreseeable future.

Adjoining Land Uses

Private land abuts the properties as do county roads. There are no incompatible land uses in the general area.

Leases

None.

Easements

Utility easements service the properties.

Zoning

The Cochise County and Gila Bend properties are zoned for agricultural use.

Organic Certification

In Arizona, certification is managed by independent certifiers. The Company will use Primus Labs as its certifier in Arizona. The Company will secure organic certifications for those crops planted in organic soils. The Casa Grande packing facilities will also be certified by Primus Labs to handle our vegetables.

Markets

Nearby Crop Markets -

Organic vegetable crops will be marketed nationally to wholesalers, with existing customers covering the West Coast from Los Angeles to Seattle, and direct to large retailers' operations. Organic feed crops will be marketed to organic dairies, and specialty, and ethnic foods manufacturers and others.

Logistics

The primary access to the properties is via state and county paved roads.

Availability of UPS, Freight, Grain and Livestock Trucking Services - UPS service is available. Organic grain and livestock will be hauled on contract trucks with a clean truck affidavit to avoid cross-contamination with conventional food sources, as is required to maintain the organic supply chain. Transitional grain may be hauled on contracted trucks without the need for a clean truck affidavit.

Airline Service - The nearest scheduled airline service is in Tucson and Phoenix, Arizona.

Nearest Services to Support Company Operations - The Cochise County properties are located in southern Arizona, about 90 minutes from the nearest major commercial center in Tucson, Arizona. The Gila Bend property is approximately one hour from Phoenix, Arizona.

Hardware, Lumber, Farm Supplies – The local area has some hardware, farm supplies, and parts. The nearest major sources for hardware, lumber, farm supplies and key spare parts are in Tucson and Phoenix, Arizona.

MANAGEMENT RESUMES

Dennis Brewer

Chief Executive Officer

Experienced professional helps companies add billions in revenue and save tens of millions in operating and capital expense by using resources up to 300% better. Executive and manager for Big Four consultancy and other companies has leveraged teams of up to 300 people, completing more than 200 strategic programs and projects for nearly 100 companies from middle market to Fortune 50.

CORE COMPETENCIES

- Engaged, hands-on leadership
- Program and project management
- Corporate restructuring
- Crisis management
- Sales and business development
- Strategic planning and implementation
- Cost control and resource allocation
- Business process reengineering
- Lean six sigma
- Supply chain planning and execution

LEADERSHIP ATTRIBUTES

High Emotional Intelligence, overall score 133 of 155 possible, 99th percentile. - *Queendom.com Emotional Intelligence Test*.

Pragmatic Leader, a unique profile shared by 1-1/2% of population, exceptional executive. Extrovert, Intuitive, Thinker, Judger - energized by interacting with others, creative thinker, analytical and direct, well organized. - *Meyers-Briggs Personality Assessment*.

Strategic Thinker, Maximizer, Relator, Learner, Futuristic – natural, unteachable ability to see around corners, can establish likelihood of particular outcomes, views challenges as opportunities to transform, motivates and inspires others to excellence. - *Gallup Strengthsfinder Assessment*.

Participative Leadership Style, thoughtful and open. Entrepreneurial, fast paced action style. Creative, analytical, and focused thinking style. - *Korn-Ferry Personal Style Assessment*.

PROFESSIONAL EXPERIENCE

Organic and Natural Foods ***Director, NutraSource***

- Combined three bankrupt wholesale suppliers' assets to form NutraSource.
- Oversaw interim operations during organization of this organic and natural foods supplier.
- Integrally involved in the first three years of operation including operations and finances.
- Resolved cash flow issues during startup and several periods of extremely rapid growth.
- Restructured financial management of the company.
- Evaluated and concluded two acquisitions.
- Conducted senior management strategic plan development for over five years.

Chair and Director, Puget Consumers Coop

- Oversaw a 25% expansion of the business.
- Oversaw the remodeling and restructuring of stores.
- Integrally involved in efforts to develop organic farm base to improve supply.
- Added substantial coop assets to revolving loan fund for supplier development.
- Reduced senior management turnover rate.
- Served as Chair during new and remodeled store openings.

Vice President, Managing Director

1996 - 2008

Establish (consulting) 2007 – 2008

Performa (consulting) 2002 - 2005

CNA Consulting 1996 – 2002

- Engineered and executed high efficiency sales growth strategies for low cost access to multi-million & multi-billion dollar markets.
- Sold and managed projects from \$50,000 to \$40 million.
- Grew margins from 40% to 62% by improving project management processes.
- Led consulting, engineering, IT professionals, and support staff to record profits.
- Saved \$7 million by reworking \$22 million program, improving resource utilization by 157%.
- Saved \$4.8 million, completed \$7.2 million project for \$2.4 million using innovative business processes and software system, improving resource utilization by 300%.
- Reengineered supply chain planning and execution, selected APS software, improved logistics operations cost and efficiency by up to 35%.
- Integrated information systems, performed Oracle database, ERP, and SAP ERP projects, improving IT and operations efficiency.
- Directed client QA review after loss of three \$70 million satellites, eliminating failures.
- Developed new, and extended life of existing, 100,000 s.f. to 1,500,000 s.f. client facilities.
- Saved facility capital costs, for example, \$6.5 million (67%) for distributor, \$8 million (20%) for aerospace company, by reengineering programs.
- Typical clients - Boeing, Sony, Panasonic, Maersk, Nikken, PPG, Hughes, and Starbucks.

Chief Operating Officer

1986 - 1996

Pacific Pipeline (media distribution) 1994 - 1996

PAN Environmental (diversified environmental services) 1993 - 1994

Alliance Environmental (abatement environmental services) 1990 - 1993

LaserAccess (mainframe integrated hardware/software) 1986 – 1989

- Crisis managed computer hardware/software company through startup restructuring, refinancing, and successful sale to multinational for 320% return to shareholders.
- Managed environmental services companies through financing stage.
- Led media distribution company through lean restructuring, adding 16% to profits.
- Took over troubled ERP software implementation and managed to completion.
- Implemented six sigma process control to improve inventory accuracy to 99.999%.
- Reduced order to cash cycle times, improved cash flow by 3 to 30 days.
- Typical clients - Barnes & Noble, Borders, Costco, Alaska Air, and Northwest Airlines.

Manager, Deloitte Haskins & Sells (consulting)

1979 – 1986

- Led consulting team, replaced corporate ERP system for 186 branch, \$1.2 billion dollar sales Fortune 500 subsidiary to support its turnaround.
- Sold and delivered performance improvement programs and projects, including strategic planning and organizational effectiveness; information technology selection and implementation; activity-based costing and scheduling, saving 15% to 27%.
- Restructured financial services company operations, credit, derivatives, credit examination, and internal audit, to improve risk management and profits.
- Typical clients – Farm Credit Banks, FDIC, numerous banks, Amfac, Hilton, and Westin.

EDUCATION, CERTIFICATION & BOARD EXPERIENCE

MBA, Washington State University, 1979.

BA, Business Administration, Washington State University, 1977.

Certified Public Accountant, 1980 – 1987.

Financial Services Industry Specialist, Deloitte Haskins & Sells, 1983.

Chairman, Director - Boards of three midmarket and one tech company, 1983 – 1995.

Washington Chair, National Director - AeA (high tech trade association), 2001 – 2003.

FAA certified Private Pilot, 1975.

Don Morse

Director, Organic Operations

A professional farm and ranch manager with 30 years of successful experience. Experienced applying organic principles to create successful operations. Bottom line oriented, with strong organizational skills, and a professional approach. Focused on streamlining operations and finding cost savings and innovative solutions.

CORE COMPETENCIES

- Organic farm management
- Budget management
- Employee supervision
- Managing inputs
- Rotational grazing
- Pasture management
- Natural crop production
- Project and program management
- Integrated pest management
- Maintenance and repair
- Livestock handling
- Noxious weed management

PROFESSIONAL EXPERIENCE

Organic and Natural Production

Ranch Manager, Eden Valley Ranch

2003-2005

- Managed all aspects of 23,000 acre ranch.
- Managed \$2.7 million budget.
- Responsible for 500 pairs of commercial cattle, including health, culling, purchasing, and marketing.
- Supervised all personnel in irrigation, building and equipment maintenance, farming, cattle management, special projects.
- Implemented wildlife protection plans in cooperation with state wildlife department.

COO, Mt. Glen Farm

1986-2002

- Transitioned conventional operation to organic.
- Eliminated all chemical inputs on 1200 acre farm.
- Managed \$1.25 million budget.
- Ran all farming operations for hay, corn, oats, and wheat rotation.
- Oversaw all building projects from bids to completion.
- Leveraged federal cost share programs for infrastructure improvement.
- Implemented wildlife conservation projects through land management.

Other Professional Experience

Estate Manager - Cherry Hills Village, CO

2009 to present

- Manage grounds and facility.
- Cost savings of \$13,000 in first 30 days through contract review.
- \$65,000 savings over previous contracts in first 18 months.
- Oversee contractors and projects.

Colorado State Forest Service, Interim Greenhouse Manager, Fort Collins, CO

2006 - 2009

- Grew coniferous and deciduous trees from seed to harvest.
- Managed tree sales and customer relations.
- Conducted integrated pest management.
- Coordinated building and vehicle maintenance.

Skyline and A Bar A Guest Ranches- Encampment, WY, Telluride, CO

2002 - 2003

- Managed health, acquisition, and training for 150 head horse herd.
- Supervised 10 employees.
- Administered \$500,000 operating budget.

EDUCATION, CERTIFICATION & BOARD EXPERIENCE

BS in Fire Science, Lakeland College, 1977.


Commercial Drivers License, State of Colorado.

President or Director, Geauga County Conservation Board, 1994 – 2000.

Mail - Den x Tracking x Tracking x Inbox - de x Gannett P x Rebuild G x Facebook x Home / Tw x Clerk's Off x +

ups.com/track?loc=null&tracknum=1ZV40E570357902182&requester=WT/trackdetails

1 of 3 Service Impacted by Tropical Storm Ida ... More

 Customer Support Locations United States - English Log in / Sign up

Quick Start Tracking Shipping Services Track a package or search

Your shipment
1ZV40E570357902182
✓ Delivered On
Monday, August 30 at 10:36 A.M. at Reception

Delivered To
SACRAMENTO, CA US

Received By:
LIPEC
[Proof of Delivery](#)

[Get Updates](#) [View Details](#)

Track Another Package

Track

ups.com/track?loc=null&tracknum=1ZV40E570357902182&requester=WT/trackdetails

Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number

1ZV40E570357902182

Weight

2.90 LBS

Service

UPS Ground

Shipped / Billed On

08/24/2021

Delivered On

08/30/2021 10:36 A.M.

Received By

LIPEC

Delivered To

SACRAMENTO, CA, US

Left At

Reception

Thank you for giving us this opportunity to serve you. Details are only available for shipments delivered within the last 120 days. Please print for your records if you require this information after 120 days.

Sincerely,

UPS

Tracking results provided by UPS: 09/02/2021 10:08 A.M. EST

[Print this page](#)

↩ Reply ✓ Delete ⓧ Junk Block ...

Re: Status of My Answer

DB

Dennis Brewer

Tue 9/7/2021 2:27 PM

To: Pete Buzo

↩ ⏪ → ...

Thanks. I just want to be sure Magistrate Barnes knows I am making a good faith attempt to answer. I will be making a third attempt this week.

Regards,
Dennis

Dennis Brewer

From: Pete Buzo <PBuzo@caed.uscourts.gov>
Sent: Tuesday, September 7, 2021 2:18 PM
To: Dennis Brewer <dsbrewer923@hotmail.com>
Subject: RE: Status of My Answer

Good morning Mr. Brewer,

You may have to use a different type of delivery service to file your documents. You may want to contact the Clerk's Office for possible suggestions on how to file your response.



Pete Buzo
Courtroom Deputy to
Honorable Deborah Barnes
501 I Street, Ste 8-100
Sacramento, CA 95814
Tel: (916) 930-4128
email: pbuzo@caed.uscourts.gov

From: Dennis Brewer <dsbrewer923@hotmail.com>
Sent: Tuesday, September 7, 2021 10:40 AM
To: Pete Buzo <PBuzo@caed.uscourts.gov>
Subject: Status of My Answer

CAUTION - EXTERNAL:

Good morning – TIME SENSITIVE. PLEASE CONFIRM RECEIPT OF THIS EMAIL BY REPLYING TO PROVIDE EVIDENCE THAT THIS EMAIL REACHED THE COURT. I have made 2 attempts to answer a Motion For Default. Neither written Answer sent by UPS has reached the Court despite best efforts. Thanks.

Reply Delete Junk Block ...

Re: Status of My Answer



Pete Buzo
Courtroom Deputy to
Honorable Deborah Barnes
501 I Street, Ste 8-100
Sacramento, CA 95814
Tel: (916) 930-4128
email: pbuzo@caed.uscourts.gov

From: Dennis Brewer <dsbrewer923@hotmail.com>
Sent: Tuesday, September 7, 2021 10:40 AM
To: Pete Buzo <PBuzo@caed.uscourts.gov>
Subject: Status of My Answer

CAUTION - EXTERNAL:

Good morning – TIME SENSITIVE. PLEASE CONFIRM RECEIPT OF THIS EMAIL BY REPLYING TO PROVIDE EVIDENCE THAT THIS EMAIL REACHED THE COURT. I have made 2 attempts to answer a Motion For Default. Neither written Answer sent by UPS has reached the Court despite best efforts. Thanks.

I have attempted twice to respond by UPS delivery (Ground and Air Express) to a Request For Default before Judge Barnes. I am the principal Defendant and responding without Counsel on my own behalf. Case number is 2:19-cv-01918-TLN-DB as filed by Plaintiff on 8/12/21 and mailed to me thereafter.

UPS Sacramento is currently on strike. I had no knowledge of this when I attempted my reply and no one at UPS provided that information until 1:12 PM Eastern Time today – about one minute ago. Both packages have apparently arrived at the West Sacramento sorting and delivery terminal and remain there undelivered. I can provide waybill and package status details if desired.

In any event, my reply can be resent via another delivery service or, if given permission to do so, I can file online, as the Court wishes. I am a lay person filing a 200 plus page answer, including exhibits. There are 30 sequenced files which comprise my reply. Please have the Court advise when and how delivery is best accomplished. I would note that the Ground package was also sent to the Plaintiff's attorney in Sacramento on the same day as the answer was sent to the Court. How the package managed to reach the Plaintiff's counsel and not the Court when sent at the same time from the same location defies explanation, but there we are.

Dennis Brewer

CAUTION - EXTERNAL EMAIL: This email originated outside the Judiciary. Exercise caution when opening attachments or clicking on links.

Reply Forward

US District Court Ground Delivery Attempt and Status

X

Last Updated: 09/02/2021 1:06 P.M. EST

Shipment Details
Shipment Progress

Tracking Number
1ZV40E570357901423

Service
[UPS Ground](#)

Weight
2.80 LBS

Shipment Category
Package

Shipped / Billed On
08/24/2021

Close

ups.com/track?loc=null&tracknum=1ZV40E570357901423&requester=WT/trackdetails



Last Updated: 09/02/2021 1:06 P.M. EST

Shipment Details
Shipment Progress

08/31/2021 7:16 P.M.	<p>On the Way A work stoppage at the receiver's location has prevented delivery. West Sacramento, CA, United States</p>
08/31/2021 10:56 A.M.	<p>A work stoppage at the receiver's location has prevented delivery. West Sacramento, CA, United States</p>
08/31/2021 9:03 A.M.	<p>Out for Delivery Out For Delivery Today West Sacramento, CA, United States</p>
08/31/2021 7:50 A.M.	<p>Loaded on Delivery Vehicle West Sacramento, CA, United States</p>
08/31/2021 7:09 A.M.	<p>Processing at UPS Facility West Sacramento, CA, United States</p>
08/31/2021 7:09 A.M.	<p>The delivery address has been updated and your package is on its way. West Sacramento, CA, United States</p>
08/30/2021 3:46 P.M.	<p>Incomplete address information may delay delivery. We are attempting to update this information. West Sacramento, CA, United States</p>

This shipment needs to be redirected to proper address in Sacramento, CA as shown on the attached letter. Driver reported unable to deliver in West Sacramento, CA which is not the correct address. See below for correct address.

August 23, 2021

Clerk of the Court

United States District Court for the Eastern District of California

501 I St # 4200

Sacramento, CA 95814

RE: Case 2:19-cv-01918-TLN-DB Defendant Brewer Response Mailed 8/23/2021

Enclosed please find Defendant Brewer's response to Plaintiff's Notice of Application And Application For Entry Of Default Judgement filed by Plaintiff on 8/12/21.

Please direct as required. Plaintiff is acting on his own personal behalf.

Respectfully,

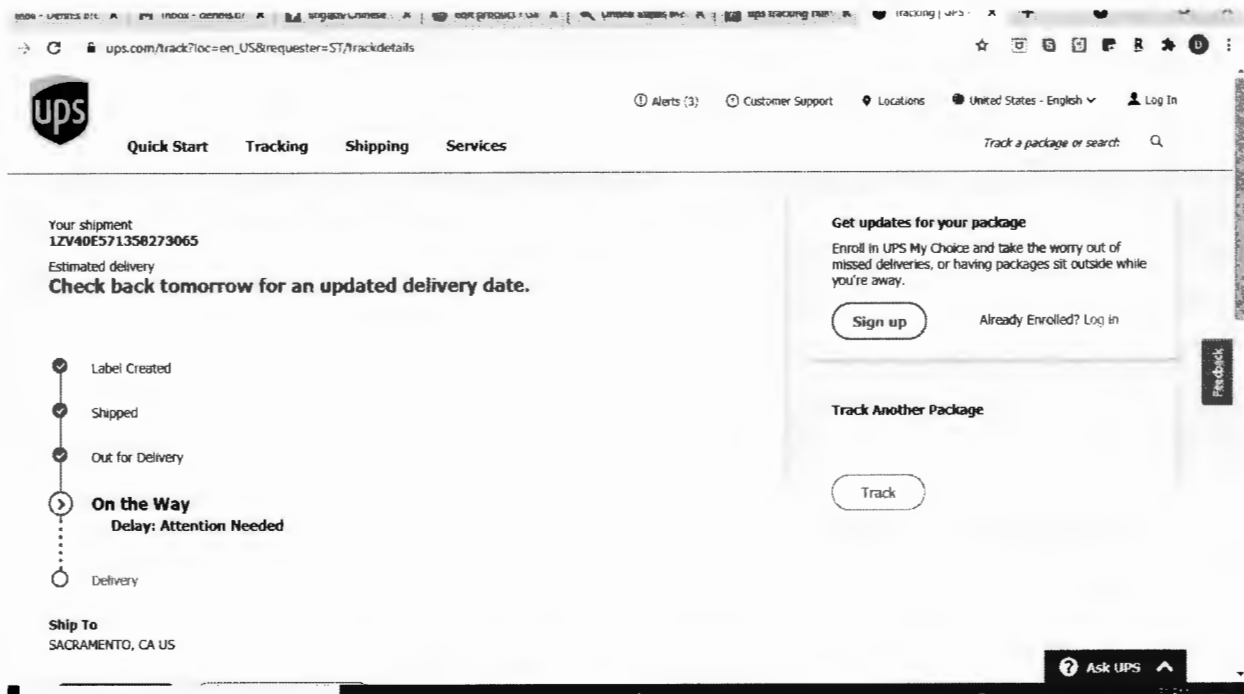
Dennis Brewer

1210 City Place

Edgewater, NJ 07020

Track on resend is 1ZV40E571358273065 210902 3:36PM

US District Court Air Delivery Attempt and Status



ups.com/track?loc=en_US&requester=ST/trackdetails

ups

Alerts (3) Customer Support Locations United States - English Log In

Quick Start Tracking Shipping Services

Track a package or search:

Your shipment
1ZV40E571358273065
Estimated delivery
Check back tomorrow for an updated delivery date.

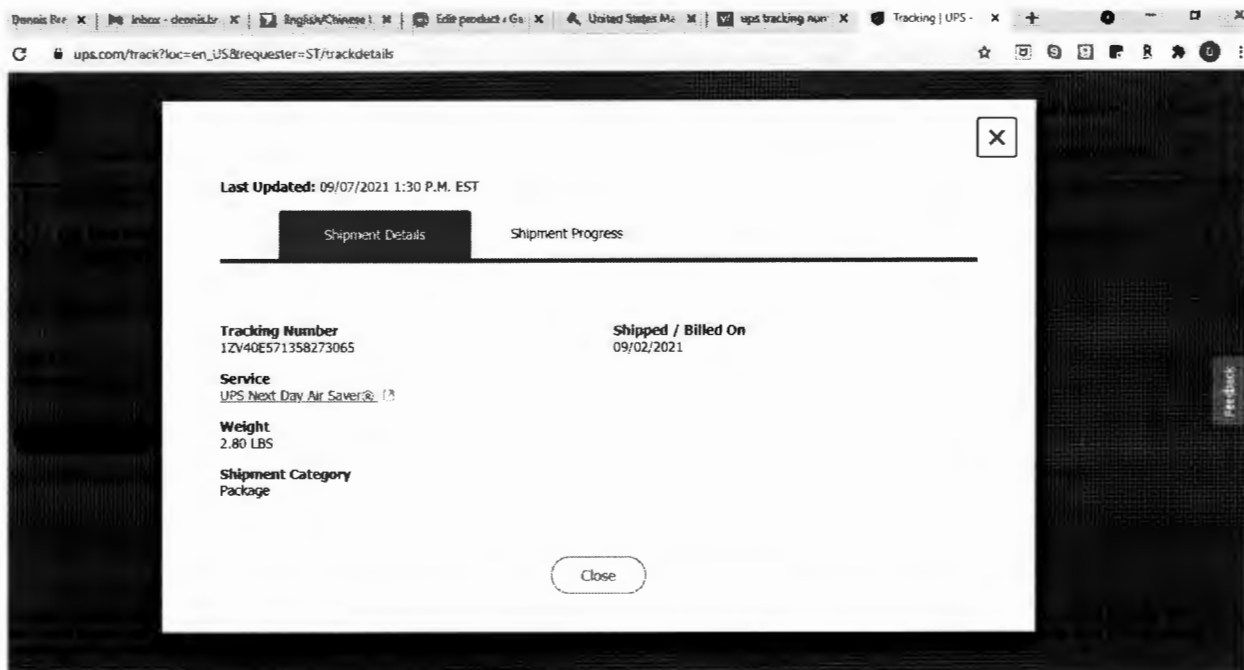
Label Created
Shipped
Out for Delivery
On the Way
Delay: Attention Needed
Delivery

Ship To
SACRAMENTO, CA US

Get updates for your package
Enroll in UPS My Choice and take the worry out of missed deliveries, or having packages sit outside while you're away.
Sign up Already Enrolled? Log in

Track Another Package
Track

Ask UPS



ups.com/track?loc=en_US&requester=ST/trackdetails

Last Updated: 09/07/2021 1:30 P.M. EST

Shipment Details Shipment Progress

Tracking Number
1ZV40E571358273065

Shipped / Billed On
09/02/2021

Service
UPS Next Day Air Saver®

Weight
2.80 LBS

Shipment Category
Package

Close

ups.com/track?loc=en_US&requester=ST/trackdetails

Last Updated: 09/07/2021 1:30 P.M. EST

Shipment Details Shipment Progress

09/03/2021 11:00 A.M.	On the Way A work stoppage at the receiver's location has prevented delivery. West Sacramento, CA, United States
09/03/2021 9:05 A.M.	A work stoppage at the receiver's location has prevented delivery. West Sacramento, CA, United States
09/03/2021 9:01 A.M.	Out for Delivery Out For Delivery Today West Sacramento, CA, United States
09/03/2021 8:29 A.M.	Loaded on Delivery Vehicle West Sacramento, CA, United States
09/03/2021 7:23 A.M.	Processing at UPS Facility West Sacramento, CA, United States
09/03/2021 7:23 A.M.	Out For Delivery West Sacramento, CA, United States

Ask UPS

ups.com/track?loc=en_US&requester=ST/trackdetails

09/03/2021 6:31 A.M.	Arrived at Facility West Sacramento, CA, United States
09/03/2021 6:09 A.M.	Departed from Facility Mather, CA, United States
09/03/2021 5:19 A.M.	Arrived at Facility Mather, CA, United States
09/03/2021 3:41 A.M.	Departed from Facility Louisville, KY, United States
09/03/2021 12:02 A.M.	Arrived at Facility Louisville, KY, United States
09/02/2021 10:05 P.M.	Departed from Facility Newark, NJ, United States
09/02/2021 9:02 P.M.	Departed from Facility Secaucus, NJ, United States
09/02/2021 9:00 P.M.	Arrived at Facility Newark, NJ, United States
09/02/2021 7:21 P.M.	Shipped Origin Scan Secaucus, NJ, United States
09/02/2021 5:58 P.M.	Label Created Shipper created a label, UPS has not received the package yet. United States

Ask UPS